



CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792
Thursday, October 06, 2022 – 5:45 PM

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT** - *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*
4. **CONSIDERATION OF AGENDA**
5. **CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*
 - A. Special Event: Christmas Parade – Change to evening parade- *Lew Holloway, Community Development Director*
 - B. Purchase of Motorola Car and Body Worn Camera System – *Blair Myhand, Chief of Police*
 - C. Governors Highway Safety Grant Award for Overtime - Traffic Enforcement Activities – Chief Blair Myhand
 - D. Utility Extension Agreement for the Camp Judaea Cabins – *Brendan Shanahan, Civil Engineer IV*
 - E. Justification for the Sole Source Purchase of UV Disinfection Equipment for the UV Improvements Project- *Adam Steurer, Utilities Engineer*
 - F. Resolution in Support of a NSFLTP Grant Application by the City of Brevard and Henderson County to Construct the Ecusta Trail in Transylvania and Henderson Counties – *Brent Detwiler, City Engineer*
 - G. Resolution for the City of Hendersonville to Pursue a USDOT Reconnecting Communities Planning Grant – *Brent Detwiler, City Engineer*
 - H. Purchase of Pipe, Fittings, Valves, and Materials for the WWTF Ultraviolet Disinfection Improvements Project – *Adam Steurer, Utilities Engineer*
 - I. Continued Purchase of Chlorine for the City Water Treatment Plant - *Ricky Levi, WWTF Manager*
6. **PRESENTATIONS**
 - A. Proclamation - American Pharmacists Month - *Mayor Barbara G. Volk*

- [B.](#) Proclamation - 15th Anniversary Hands On! Children's Museum - Mayor Barbara G. Volk
- [C.](#) Proclamation - Fire Prevention Week - *Mayor Barbara G. Volk*
- [D.](#) Special Event Policy & Fee Update *Jamie Carpenter, Downtown Manager*

7. PUBLIC HEARINGS

- [A.](#) Annexation: Public Hearing-2509, 2511, 2513 Haywood Road (Cantrell, Clubb, Riley) (C22-78-ANX)– *Tyler Morrow, Planner II*
- [B.](#) Annexation: Public Hearing- Duncan Terrace (Lee Ray Bergman LLC.) (C22-73-ANX) – *Tyler Morrow, Planner II*
- [C.](#) Rezoning: Conditional Zoning District – Hendersonville Connections (P22-66-CZD) – *Matthew Manley, AICP – Planning Manager*
- [D.](#) Zoning Text Amendment: Parking Standards in C-1 (P22-72-ZTA) – *Matthew Manley, AICP – Planning Manager*
- [E.](#) Zoning Text Amendment: Multi-Family in the 7th Ave MSD (P22-75-ZTA) – *Matthew Manley, AICP – Planning Manager*

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- [A.](#) American Rescue Plan Appropriation – *Adam Murr, Budget Manager*
- [B.](#) Request to Review Knollwood and Orleans Intersection – *John Connet, City Manager*

10. CITY COUNCIL COMMENTS

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

12. CLOSED SESSION

- [A.](#) Closed Session – *John Connet, City Manager*

13. ADJOURN

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



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Lew Holloway, Community Development Director

MEETING DATE:

October 6, 2022

AGENDA SECTION:

CONSENT AGENDA

DEPARTMENT:

Community Development

TITLE OF ITEM:

Special Event: Christmas Parade – Change to evening parade- *Lew Holloway, Community Development Director*

SUGGESTED MOTION(S):

I move that City Council approve the special event permit for the Hendersonville Christmas Parade.

SUMMARY:

The Hendersonville Merchants Association produce the 4th of July and Christmas Parade downtown every year. The Christmas Parade date will remain the same, the first Saturday in December (Dec. 3, 2022) This year, they are interested in changing the Christmas Parade to a night time parade. They have received positive feedback thus far. The Downtown Advisory board unanimously recommended this change, and the Special Events Committee unanimously voted to recommend approval of the change to this event. The parade route will remain the same, with the parade beginning at 6pm. Additional logistics regarding the evening parade will be completed with police, fire and public works.

BUDGET IMPACT:

NA

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

If no, describe how it will be funded.

ATTACHMENTS:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Blair Myhand, *Chief of Police* **MEETING DATE:** October 6, 2022

AGENDA SECTION: CONSENT **DEPARTMENT:** HPD

TITLE OF ITEM: Purchase of Motorola Car and Body Worn Camera System – *Blair Myhand, Chief of Police*

SUGGESTED MOTION(S): I move City Council approve the Resolution By The City Of Hendersonville City Council To Authorize The City Manager To Execute Agreement With Motorola Solutions For Purchase Of Car And Body Worn Camera System.

SUMMARY: The police department is seeking to replace its current outdated car and body worn camera system. City Council approved Camera System as part of the 2022 fiscal year budget. Hendersonville Police Department has informally solicited proposals in an effort to select a reputable and responsible Vendor to provide the products and services. A total of 5 companies were contacted and quotes were received for each. The variable costs were weighed against the options, specifications, and abilities to choose the system that best suited our agency needs. Many hours of work and several meetings were held to choose the final product and vendor. Motorola Solutions submitted the lowest price proposal. References indicate that they are a responsible vendor and are able to complete the Project within the quoted pricing and within the time frames requested. The purchase totals \$568,845.20 divided into a first-year payment of \$115,000.02 and a yearly payment for 4 additional years of \$113,573.42. Motorola is on the N.C. Sheriff’s association purchasing Contract/bid # 22-01-0303.

BUDGET IMPACT: \$115,000.02 – first year

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

If no, describe how it will be funded.

ATTACHMENTS: Resolution, Motorola Contract

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE
THE CITY MANAGER TO EXECUTE AGREEMENT WITH MOTOROLA SOLUTIONS
FOR PURCHASE OF CAR AND BODY WORN CAMERA SYSTEM**

WHEREAS, The police department is seeking to replace its current outdated car and body worn camera system; and

WHEREAS, City Council approved Camera System as part of the 2022 fiscal year budget; and

WHEREAS, Hendersonville Police Department has informally solicited proposals in an effort to select a reputable and responsible Vendor to provide the products and services. A total of 5 companies were contacted and quotes were received for each; and

WHEREAS, the variable costs were weighed against the options, specifications, and abilities to choose the system that best suited our agency needs. Many hours of work and several meetings were held to choose the final product and vendor. Motorola Solutions submitted the lowest price proposal. References indicate that they are a responsible vendor and are able to complete the Project within the quoted pricing and within the time frames requested; and

WHEREAS, The purchase totals \$568,845.20 divided into a first-year payment of \$115,000.02 and a yearly payment for 4 additional years of \$113,573.42; and

WHEREAS, Motorola is on the N.C. Sheriff's association purchasing Contract/bid # 22-01-0303; and

WHEREAS, the Hendersonville Police Department is recommending that the Project be awarded to Motorola Solutions and the Agreement be approved; and

WHEREAS, the Hendersonville Police Department requested that the City Manager be authorized to negotiate and enter into a contract with Motorola Solutions for a not to exceed amount;

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

1. The Project is awarded to Motorola Solutions in the amount of \$ 568,845.20.
2. The City Manager is authorized to negotiate and enter into an agreement with Motorola Solutions on behalf of the City in such form and with such provisions as he may deem appropriate, after consultation with the City Attorney, provided that the price may not be changed without approval from the City Council.
3. The City Manager, City Attorney, and City Staff are authorized to take such other actions as may be necessary to carry out the terms and provisions of the agreement as entered and signed by the City Manager.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of October 2022.

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

Angela L. Reece, City Clerk

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



HENDERSONVILLE POLICE DEPT, CITY OF

08/16/2022

08/16/2022

HENDERSONVILLE POLICE DEPT, CITY OF
145 FIFTH AVE E
HENDERSONVILLE, NC 28739

Dear Tracey Cox,

Motorola Solutions is pleased to present HENDERSONVILLE POLICE DEPT, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide HENDERSONVILLE POLICE DEPT, CITY OF with the best products and services available in the communications industry. Please direct any questions to Kevin Moriarty at Kevin.Moriarty@motorolasolutions.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Kevin Moriarty
Inside Sales

Billing Address:
 HENDERSONVILLE POLICE
 DEPT, CITY OF
 145 FIFTH AVE E
 HENDERSONVILLE, NC 28739
 US

Quote Date:08/16/2022
 Expiration Date:11/14/2022
 Quote Created By:
 Kevin Moriarty
 Inside Sales
 Kevin.Moriarty@
 motorolasolutions.com
 469-479-2808

End Customer:
 HENDERSONVILLE POLICE DEPT, CITY
 OF
 Tracey Cox
 tcox@cityofhendersonville.org
 828-697-3038

Contract: NCSA # 22-01-0303 Contract
 Payment Terms:30 NET

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1.1	AAS-M5-BWC-5YR	M500 IN-CAR SYSTEM WITH V300 BODY WORN CAMERA (equipment)	47		\$6,734.40	\$316,516.80	
1.2	AAS-M5-BWC-5YR.2	CCE - 5 YEARS VIDEO- (storage and support)	47	5 YEAR	\$4,581.60	\$215,335.20	
2	AAS-BWC-USB-DOC	V300 USB CHARGE/ UPLOAD DOCK	49		\$220.80	\$10,819.20	
3	SVC-ONS-400-AAS	VAAS MANAGED INSTAL,ONSITE,TRAIN,C ONFIG	1		\$5,750.00	\$5,750.00	
4	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
5	SSV00S01450B	LEARNER LXP SUBSCRIPTION	50	5 YEAR	Included	Included	
6	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS	47	5 YEAR	Included	Included	
7	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS	47	5 YEAR	Included	Included	
8	SSV00S03096A	COMMANDCENTRAL EVIDENCE UNLIMITED IN CAR STORAGE VAAS	47	5 YEAR	Included	Included	
9	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	47		Included	Included	3 YEAR
10	WAR-300-CAM-NOF	V300 NO FAULT WARRANTY	47	5 YEAR	Included	Included	
11	BW-AAS-V3-TS	VIDEO EQUIPMENT,V300 XFER STATION VaaS	1		Included	Included	
12	VIS-AAS-300-CHG	VIDEO EQUIPMENT,V300 USB DESKTOP DOCK VAAS	49		Included	Included	
13	IV-M5-FC-PC-V3W	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	47		Included	Included	
14	WAR-M500-CAR-2Y	M500 EXTENDED WARRANTY	47	5 YEAR	Included	Included	
15	IV-ACK-WF-C--DM	MIKROTIK CONF WIFI KIT, DRILL MNT	47		Included	Included	
16	VIS-300-BAT-RMV	V300, BATT, 3.8V, 4180MAH	49		\$113.85	\$5,578.65	
Video as a Service							
17.1	AAS-BWC-5YR-001	V300 BODY WORN CAMERA (equipment)	2		\$915.40	\$1,830.80	
17.2	AAS-BWC-5YR-001.2	CCE - 5 YEARS VIDEO- (storage and support)	2	5 YEAR	\$1,789.40	\$3,578.80	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
18	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS	2	5 YEAR	Included	Included	
19	SSV00S03095A	COMMANDCENTRAL EVIDENCE UNLIMITED BODY WORN CAMERA STORAGE VAAS	2	5 YEAR	Included	Included	
20	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	2		Included	Included	3 YEAR
21	WAR-300-CAM-NOF	V300 NO FAULT WARRANTY	2	5 YEAR	Included	Included	
	V300						
24	BW-V30-10--	V300 BODY WORN CAMERA, MAG CHEST MOUNT	2		\$1,144.25	\$2,288.50	
	M500						
25	IV-M5-FC-PC-V3W	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	1		\$6,917.25	\$6,917.25	
26	IV-ACK-WF-C--DM	MIKROTIK CONF WIFI KIT, DRILL MNT	1		\$230.00	\$230.00	
Grand Total					\$568,845.20(USD)		

Pricing Summary

	Sale Price	Prorated Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$115,000.02	\$0.00
Year 2 Subscription Fee	\$113,573.42	\$0.00
Year 3 Subscription Fee	\$113,573.42	\$0.00
Year 4 Subscription Fee	\$113,573.42	\$0.00
Year 5 Subscription Fee	\$113,573.42	\$0.00
Grand Total System Price	\$569,293.70	\$0.00



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Optional Items:

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
22	WGA700CA-KIT	M500 INSTALL KIT CBLS,BRKTS,GPS,CABMIC	1		\$109.25	\$109.25
23	WGA00635-KIT	V300, WIFI DOCK, D330 VHCL CHGR/UPLD KIT	1		\$339.25	\$339.25
Optional Items Total						\$448.50

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS provides agencies access to high-definition camera systems and the industry's only fully end-to-end digital evidence management ecosystem. Included in this quote is access to CommandCentral Evidence, which includes several applications that enable a single, streamlined workflow.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per-device charge, billed quarterly.



V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



DOCKING STATIONS

The V300 has three docking options:



Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software (DEMS), to improve the quality of evidence collected and streamline the data sharing process throughout investigation.

VIDEO RECORDING AND CAPTURE

Equipped with high-definition front and cabin cameras with configurable recording resolution of up to 1080p, the M500 creates a reliable record of evidence that can be uploaded to your DEMS solution from any location with a cellular or Wi-Fi signal.

It is equipped with patented Record-After-the-Fact (RATF) technology, which ensures continuous recording from both front and cabin perspectives whenever the camera is on, even if the recording function isn't manually engaged. All RATF data is automatically uploaded to DEMS, for easy review and data capture whenever it is needed.

DISPLAY AND USER INTERFACE

The M500 system features a 5" control panel with a bright, clear display. It offers an icon-driven interface and intuitive controls to streamline field operations. Users can execute any function on the device within three taps of the screen.

AUTOMATIC RECORDING FUNCTIONALITY

Users can program various sensors to activate a new recording. These sensors include emergency lights, sirens, auxiliary inputs, wireless microphones, vehicle speed, and crash detection. When these sensors are triggered, the integrated cameras automatically start recording, allowing officers to capture video evidence without manually activating any cameras.

INTEGRATION WITH V300

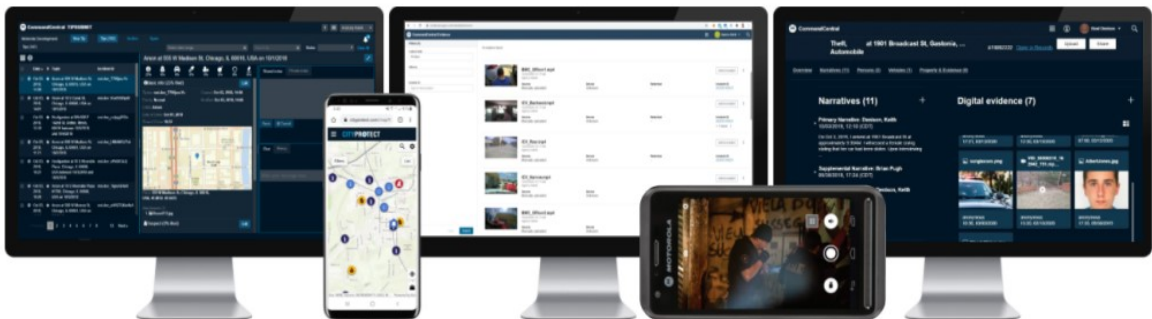
The M500 integrates with the V300 Body-Worn Camera for synchronized recording and playback, as well as wireless uploading. Whenever one camera in a group is activated, the Group Recording function enables other cameras in that group within Wi-Fi range to join in on a group recording for easy capture of all available information. Video evidence on a V300 Body-Worn Camera can be uploaded to your evidence management system via an in-car LTE network.



COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

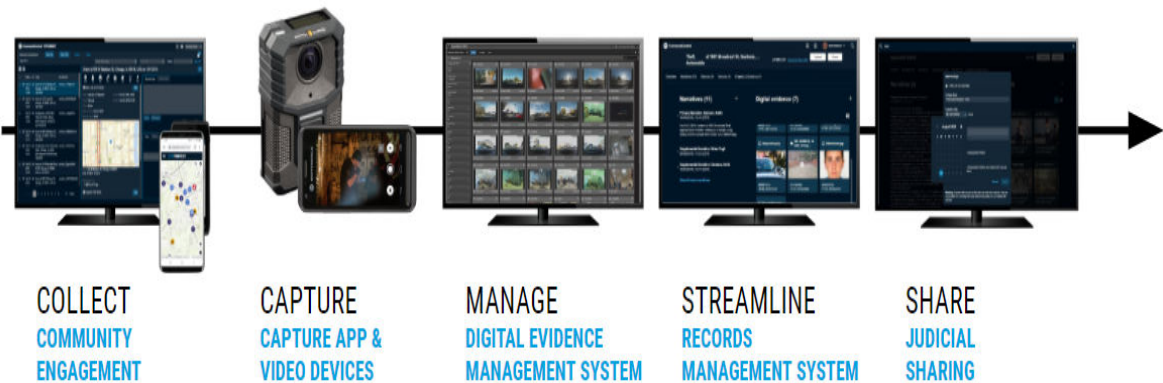
OVERVIEW

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.

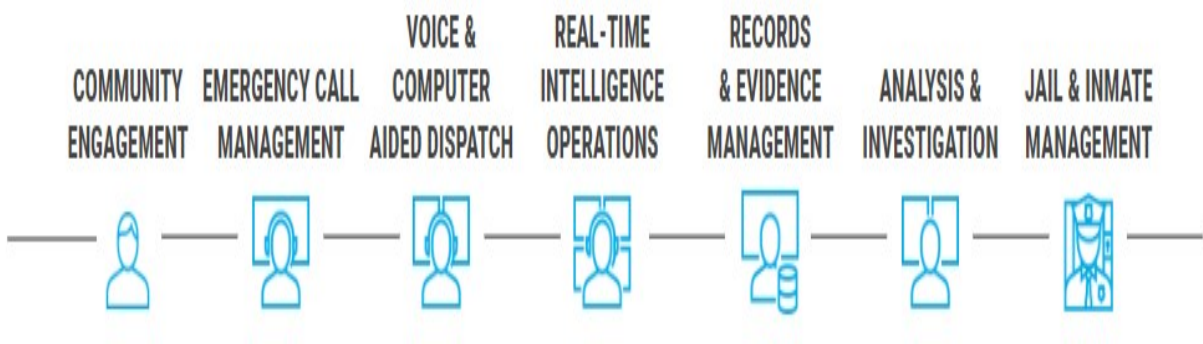


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THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



The CommandCentral End-to-End Platform

Community Interaction Tools

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.



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AGENCY PAGE

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency’s social media feeds to further unify communications.

PUBLIC SUBMISSIONS

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

DIGITAL EVIDENCE COLLECTION

CommandCentral Evidence's digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

CRIME MAP

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.



FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

RECORDS MANAGEMENT

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.

DIGITAL EVIDENCE MANAGEMENT



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CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

STORE AND MANAGE

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard video systems where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

INTERFACE SERVER REQUIREMENTS

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

- Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.



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M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software (DEMS), to improve the quality of evidence collected and streamline the data sharing process throughout investigation.

Video Recording and Capture

Equipped with high-definition front and cabin cameras with configurable recording resolution of up to 1080p, the M500 creates a reliable record of evidence that can be uploaded to your DEMS solution from any location with a cellular or Wi-Fi signal.

It is equipped with patented Record-After-the-Fact (RATF) technology, which ensures continuous recording from both front and cabin perspectives whenever the camera is on, even if the recording function isn't manually engaged. All RATF data is automatically uploaded to DEMS, for easy review and data capture whenever it is needed.

Display and User Interface

The M500 system features a 5" control panel with a bright, clear display. It offers an icon-driven interface and intuitive controls to streamline field operations. Users can execute any function on the device within three taps of the screen.

Automatic Recording Functionality

Users can program various sensors to activate a new recording. These sensors include emergency lights, sirens, auxiliary inputs, wireless microphones, vehicle speed, and crash detection. When these sensors are triggered, the integrated cameras automatically start recording, allowing officers to capture video evidence without manually activating any cameras.

INTEGRATION WITH V300

The M500 integrates with the V300 Body-Worn Camera for synchronized recording and playback, as well as wireless uploading. Whenever one camera in a group is activated, the Group Recording function enables other cameras in that group within Wi-Fi range to join in on a group recording for easy capture of all available information. Video evidence on a V300 Body-Worn Camera can be uploaded to your evidence management system via an in-car LTE network.



V300 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V300 Body-Worn Camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review.

The V300 is easy to operate, with four control buttons. Its built-in Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats over manually activating their camera.



KEY FEATURES OF THE V300

- **Detachable Battery** - The V300's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. And since batteries can charge without being attached to a camera, they can be kept fully charged and ready to go in a dock for use. This feature is especially helpful for agencies that share cameras among multiple officers.
- **Wireless Uploading** - Recordings made by the V300 can be uploaded to your agency's evidence management system via WiFi or LTE networks. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Data Encryption** - The V300 uses FIPS-140-2 compliant encryption at rest and in transit. This ensures that recordings made by your agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** - Our patented Record-After-the-Fact® technology records even when the recording function isn't engaged. These recordings are uploaded to the evidence management system and allow users to review important evidence that was captured days before.
- **Natural Field of View** - The V300 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process.
- **SmartControl Application** - Motorola's SmartControl Application allows V300 users to tag and preview video, livestream from the camera to the app, adjust vertical field of view, and change camera settings. This application is available for iOS and Android.
- **In-Field Tagging** - The V300 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the camera or via smartphone application. This is made easier in conjunction with an integrated in-car video recording system.
- **Auto Activation** - Multiple paired V300 cameras and in-car systems can form a recording group, which can automatically start recording when one of the group devices starts a recording. They can be configured to initiate group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V300 cameras can also collaborate on recordings without an in-car system, using similar triggers. Group recordings are uploaded and automatically linked in DEMS as part of one incident.



V300 AND IN-CAR VIDEO INTEGRATION

The V300 integrates seamlessly with the M500 and 4RE In-Car Video System, capturing video of an incident from multiple vantage points. With these in-car video systems, all critical functions are never more than three taps away. This integration includes the following features:

- **Distributed Multi-Peer Recording** - Multiple V300 cameras and in-car systems can form a recording group and, based on configuration, automatically start recording when one of the group devices begins recording. Group recordings are uploaded and automatically linked in DEMS as part of one incident.
- **Automatic Tag Pairing** - Recordings captured by integrated in-car systems and V300 cameras can be uploaded to DEMS with the same tags automatically. From the in-car system's display, the videos can be saved under the appropriate tag category. The tag is then automatically shared with the V300 video and is uploaded as part of one incident, along with the officer's name.
- **Evidence Management Software** - When body-worn and in-car cameras both record the same incident, Motorola's evidence management software automatically links those recordings based on officer name, date, and time overlap associated with the devices.
- **Additional Audio Source** - The V300 can serve as an additional audio source when integrated with the in-car video system. The V300 also provides an additional view of the incident and inherits the event properties of the in-car system's record, such as officer name, event category, and more, based on configuration.

V300 AND APX RADIO INTEGRATION

Motorola's APX two-way radios that are equipped with Bluetooth capability can pair with V300 Body-Worn Cameras to capture video evidence. When the APX's emergency mode button is pressed, the V300 is automatically triggered to capture video evidence. The recording will continue until stopped by the officer via the start/stop button on the V300 or group in-car video system.

HOLSTER AWARE INTEGRATION

V300 integrates with Holster Aware, a holster sensor that automatically prompts the V300 to record the moment holstered equipment is drawn. All sensor and V300 associations can be managed within any DEMS. This sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V300.



DOCKING STATIONS

The V300 has three docking options:



Transfer Station - The Transfer Station is built for large, multi-location agencies with large numbers of V300 cameras in service at any given time. It can charge up to eight fully assembled cameras or individual battery packs. Each of the eight docking slots includes an LED indication of battery charging status and upload status. While a V300 is being charged, the Transfer Station can automatically offload its recording to Evidence Management Solution via an integrated 10Gb/1Gb connection to the local area network (LAN). The Transfer Station connects directly to the local area network for fast offload of recorded events to storage while charging the camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base - The USB Base charges the battery of a single V300 camera or a standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer, with 12V or a USB connection for power. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car. When connected to a laptop or desktop, the USB Base can be used to upload recordings to an evidence management system, receive firmware and configuration updates.



Wi-Fi Base - The Wi-Fi Base is mounted in the vehicle. It facilitates V300 upload of evidence to evidence management system, firmware updates, communication between V300 and in-car group devices, charges fully assembled V300 cameras or individual battery packs and more. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from the bright sunlight, to the dim interior of a patrol car.



COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

COMMUNITY INTERACTION TOOL

Motorola Solutions enables the Community Interaction Tool during the order process.

Motorola Solutions Responsibilities

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.



Completion Criteria

Community Interaction Tool subscription enabled.

RECORDS MANAGEMENT

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.

Customer Responsibilities

- Provision all required custom Offence Codes using the CommandCentral user interface.

Completion Criteria

Records Management enabled and offence codes provisioned.

DIGITAL EVIDENCE MANAGEMENT

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

Motorola Solutions Responsibilities

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure Evidence Library to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

Customer Responsibilities

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

Completion Criteria

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.



FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management .

Motorola Solutions Responsibilities

- None.

Customer Responsibilities

- Download "CommandCentral Capture" Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

Completion Criteria

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

THIRD-PARTY INTERFACES

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or third-parties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

Motorola Solutions Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

Customer Responsibilities

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.





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Motorola Solutions Deliverables

Contracted Interface(s).

Completion Criteria

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Vault to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

TRAINING

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
- Adding and maintaining users.
- Adding and maintaining Groups.
- Assign courses and Learning Paths.
- Running reports.

Customer Responsibilities

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.



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Panorama – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

Customer Responsibilities

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

Motorola Solutions Deliverables

- Classroom Training Materials, Attendance Rosters.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Evidence has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.



**Customer Responsibilities**

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation is complete.



VIDEO EVIDENCE STATEMENT OF WORK

Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (“Motorola”) system as presented in this offer to the Customer (hereinafter referred to as “Customer”). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad- hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Deployment Date(s) refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.





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- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

Technical Trainer / Instructor

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal ("LXP") in the delivery and provide Customer Username and Access Information.

CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer's project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



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- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

IT Support Team

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



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Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



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- Verify successful upload from devices after docking back into the transfer station or USB dock.

SOFTWARE INSTALLATION

ON-SITE SOFTWARE INSTALLATION

Client software will be installed on one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Total of training overview sessions shall not exceed 4 hours.
- Provide instruction on client software deployment utility.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Attend onsite deployment training sufficient to enable user proficiency.
- Complete online training.

Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Provide installation guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

Customer Responsibilities



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- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.



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- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola Solutions to engage Technical Support when needed.

Motorola Deliverables

- LXP Enable

INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

FUNCTIONAL VALIDATION AND PROJECT CLOSURE

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

Motorola Responsibilities

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

Customer Responsibilities



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**DRAFT**

QUOTE-1851097

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.



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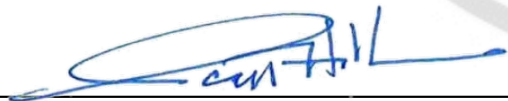
North Carolina Sheriffs' Association
Technology Procurement Program
Price Sheet Award Agreement

Technology Procurement Program
Bid22-01-0303

We are pleased to announce the North Carolina Sheriffs' Association has successfully completed its statewide competitive award for Technology effective March 16, 2021.

Congratulations, your company has been included on the Association's price sheet contract controlled by the North Carolina Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract based on your company's bid for Solicitation Number 22-01-0303, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the North Carolina Sheriffs' Association.



Signature of Authorized Representative

Scott Adler

Printed Name of Authorized Representative

Motorola Solutions, Inc

Contractor/Dealership Name (Please Print)

03/23/2021

Date



Signature of NCSA Contract Administrator

Jason D. Bennett

Printed Name of NCSA Contract Administrator

March 16, 2021

Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Chief Blair Myhand	MEETING DATE: October 6, 2022
AGENDA SECTION:	CONSENT AGENDA	DEPARTMENT: Police
TITLE OF ITEM:	Governors Highway Safety Grant Award for Overtime - Traffic Enforcement Activities – Chief Blair Myhand	

SUGGESTED MOTION(S):

I move that City Council approve the Resolution for the reimbursement amount of up to \$25,000.00 for overtime for traffic enforcement related activities conducted by the Hendersonville Police Department.

SUMMARY:

The City of Hendersonville is committed to reducing speed related fatalities, unrestrained fatalities, serious injury crashes and property damage crashes. The North Carolina Governors Highway Safety Program has offered up to \$25,000.00 to be reimbursed for Over Time for Traffic Enforcement related activities conducted by the Hendersonville Police Department. This overtime grant will fund extra-duty efforts by Hendersonville Police Officers to conduct high-visibility enforcement activities concentrating on speed, occupant restraint violations and high crash incidence intersections or areas.

The Hendersonville Police Department had originally applied for a grant with matching funding that was approved on March 3, 2022, of which we did not get approved for that original grant.

The North Carolina Governor's Highway Safety Program reached out to see if we would accept \$25,000 for Over Time Funding. The original application has been updated to reflect those changes.

The Hendersonville Police Department will use these overtime funds for its officers to conduct high-visibility or saturation type enforcement efforts focusing on speed, seatbelt, and red-light enforcement.

The Hendersonville Police Department will schedule a minimum of forty (40) hours of overtime throughout the month. Officers will work 4–6-hour shifts. To be reimbursed for funds spent on overtime (time and a half) salary and benefits, the agency will submit a monthly schedule for the overtime efforts and the monthly on-duty schedules for officers who worked the overtime enforcement activities that month. The Hendersonville Police Department agrees to submit copies of CAD reports that coincide with each officer's overtime shift, payroll detail sheets which document the officer's salary and fringe benefit information for all officers working the overtime enforcement activities, enforcement data, and copies of citations issued during the overtime shift.

While working the detail, these officers will focus their efforts into vigorous enforcement of speed, restraint, red light and safe movement violations.

Funding will be spent on overtime (time and a half) salary, the agency will submit a monthly schedule for the overtime efforts and the monthly on-duty schedules for officers who worked the overtime enforcement activities that month. The Hendersonville Police Department agrees to submit copies of CAD reports that coincide with each officer's overtime shift, payroll detail sheets which document the officer's salary and fringe benefit information for all officers working the overtime enforcement activities, enforcement data, and copies of citations issued during the overtime shift.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

GHSP Overtime Traffic Enforcement Resolution

HPD Grant, Approval Application, Agreement of Conditions

North Carolina Governor's Highway Safety Program LOCAL GOVERNMENTAL RESOLUTION

WHEREAS, the City of Hendersonville (herein called the "Agency")

(The Applicant Agency)

has completed an application contract for traffic safety funding; and that City Council
(The Governing Body of the Agency)
(herein called the "Governing Body") has thoroughly considered the problem

identified and has reviewed the project as described in the contract;

THEREFORE, NOW BE IT RESOLVED BY THE City Council IN OPEN
(Governing Body)
MEETING ASSEMBLED IN THE CITY OF Hendersonville, NORTH CAROLINA,
THIS 6 DAY OF October, 20 22, AS FOLLOWS:

1. That the project referenced above is in the best interest of the Governing Body and the general public; and
2. That Kenneth Hipps, Lieutenant is authorized to file, on behalf of the Governing
(Name and Title of Representative)
Body, an application contract in the form prescribed by the Governor's Highway Safety Program for federal
funding in the amount of \$ up to \$25,000.00 to be made to the Governing Body to assist in defraying
(Federal Dollar Request)
the cost of the project described in the contract application; and
3. That the Governing Body has formally appropriated the cash contribution of \$ 0.00 as
(Local Cash Appropriation)
required by the project contract; and
4. That the Project Director designated in the application contract shall furnish or make arrangement for other
appropriate persons to furnish such information, data, documents and reports as required by the contract, if
approved, or as may be required by the Governor's Highway Safety Program; and
5. That certified copies of this resolution be included as part of the contract referenced above; and
6. That this resolution shall take effect immediately upon its adoption.

DONE AND ORDERED in open meeting by _____
(Chairperson/Mayor)

ATTESTED BY _____
(Clerk)

SEAL

DATE _____

NC GHSP Grant Proposal: Traffic Safety Overtime (FY 22-23)

OVERVIEW: The City of Hendersonville is committed to reducing speed related fatalities, unrestrained fatalities, serious injury crashes and property damage crashes. This overtime grant will fund extra-duty efforts by Hendersonville Police Officers to conduct high-visibility enforcement activities concentrating on speed, occupant restraint violations and high crash incidence intersections or areas.

BACKGROUND: The City of Hendersonville is the largest municipality and county seat of Henderson County, North Carolina. We have a growing population of approximately 16,115 residents covering 7.61 square miles, 69 miles of state and local roadways. Hendersonville has four major state highways (US 64, US 25, US 176 and NC191) that serve 119,251 residents of Henderson County. These highways are a daily thoroughfare for people commuting into our city for work or shopping which is estimated to increase our population +83.1% to 29,506 during the daytime(city-data.com). These highways increase the motoring traffic significantly during the work week, which produces heavy traffic congestion along the major corridors. Based on data provided by the U.S. Census Bureau, the average employee in Hendersonville has an average commute time of 21.8 minutes from 2015-2019. These major corridors are also thoroughfares to Hendersonville's nightlife, tourism, and public and private events in the region.

PROBLEM: Hendersonville Police Department (HPD) is currently staffed with forty-six (46) sworn personnel who answered 51,152 calls for service in 2021. Of that, 1,668 motor vehicle crashes are responded to by Hendersonville Police Officers in 2021.

From the statistical data above, the City of Hendersonville is seeing consistent growth not only in the population, but in square mileage as well. We can conclude from the statistical data, that our population growth, increase in square mileage, and congested commuter traffic, directly impacts the number of traffic crashes annually, and the number of impaired drivers on our roadways.

Between 2016 and 2021, the Hendersonville Police Department investigated 10,197 motor vehicle crashes; 7,760 of which were reportable crashes. Of the reportable crashed approximately 2.24% (96) involved impairment. Between 2016 and 2019 we had five (5) fatalities and one-thousand one-hundred forty-three (1,143) injury crashes. The Patrol Bureau conducts enforcement and education efforts as allowable between calls for service. In 2021, the Hendersonville Police Department wrote 525 speeding citations,

cited 18 individuals with seatbelt and/or child restraint violations, and made 95 DWI arrests.

With a steady and climbing number of crashes each year the City of Hendersonville was ranked third in the state for crashes in 2016 and improved slightly to 27th in 2019. With the funding from NC GHSP, the overtime grant will fund extra-duty efforts by Hendersonville Police Officers to conduct high-visibility enforcement activities concentrating on speed, occupant restraint violations and high crash incidence intersections or areas.

As a comparison, Henderson County averages 2656 reportable motor vehicle crashes with 956 injuries each year. Between 2015 and 2019 there were sixty-one (61) fatalities and four thousand seven hundred and twenty (4,720) injury crashes. County rankings show Henderson County ranked from 81st to 87th each year.

Our agency's multi-year strategic plan includes special initiatives, community education, and enforcement to reduce crashes. The agency currently participates in GHSP events, maintains a 100% reporting rate, has a strong partnership with Mothers Against Drunk Driving (M.A.D.D.), we plan to conduct multiple licenses and impaired driving checkpoints annually, and conduct seat belt and texting while driving enforcement initiatives.

PROJECT DESIGN: The Hendersonville Police Department will use these funds for its officers to conduct high-visibility or saturation type enforcement efforts focusing on speed, seatbelt, and redlight enforcement. The Hendersonville Police Department will schedule a minimum of forty (40) hours of overtime throughout the month. Officers will work 4-6 hour shifts. To be reimbursed for funds spent on overtime (time and a half) salary and benefits, the agency will submit a monthly schedule for the overtime efforts and the monthly on-duty schedules for officers who worked the overtime enforcement activities that month. The Hendersonville Police Department agrees to submit copies of CAD reports that coincide with each officer's overtime shift, payroll detail sheets which document the officer's salary and fringe benefit information for all officers working the overtime enforcement activities, enforcement data, and copies of citations issued during the overtime shift.



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

June 24, 2022

Kenneth Hipps
CITY OF HENDERSONVILLE POLICE DEPT
145 FIFTH AVE EAST
HENDERSONVILLE NC 28792

Application number: 1000012832
Ref : 2023 Application Approval

Dear Kenneth Hipps,

The Governor's Highway Safety Program (GHSP) grant management team has completed its final review of applications for fiscal year 2023, which begins October 1, 2022. Your application was approved to proceed to the next stage of the funding process. The next step of the funding process is the submission of the Agreement of Conditions, Resolution (if required) and the Pinning of your electronic application.

Although your application has been approved, this does not assure funding. Final approval of funds will not be made until late September when your Agreement is finalized.

Please feel free to contact your Highway Safety Specialist should you have any questions or concerns in regards to this request. The GHSP appreciates your dedication and contribution to highway safety. Thank you for being part of the North Carolina Highway Safety Plan.

Sincerely,

Mark Ezzell
Director

North Carolina Governor's Highway Safety Program
Agreement of Conditions

This Agreement is made by and between the North Carolina Department of Transportation, hereinafter referred to as the "Department", to include the Governor's Highway Safety Program, hereinafter referred to as "GHSP"; and the applicant agency, for itself, its assignees and successors in interest, hereinafter referred to as the "Agency". During the performance of this contract, and by signing this contract, the Agency agrees as follows:

A. Federal Provisions

- 1. Equal Opportunity/Nondiscrimination.** The Agency will agree to comply with all Federal statutes and implementing regulations relating to nondiscrimination concerning race, color, sex, religion, national origin, handicaps, and age. These include but are not limited to:
 - (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252);
 - (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)
 - (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686);
 - (d) Non-Discrimination in Federally-assisted programs of the United States Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (49 CFR Part 21), hereinafter referred to as "USDOT", as amended;
 - (e) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, and 49 CFR Part 27; and
 - (f) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.);
 - (g) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209);
 - (h) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) and 49 CFR parts 37 and 38;
 - (i) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations;
 - (j) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency
- 2. Drug Free Workplace.** The Agency agrees to comply with the provisions cited in the Drug-Free Workplace Act of 1988 (41 U.S.C. 8103).
- 3. Federal Grant Requirements and Contracts.** The Agency shall comply with the following statutes and implementing regulations as applicable:
 - (a) Highway Safety Act of 1966 (23 U.S.C. Chapter 4 -), as amended;
 - (b) Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94;
 - (c) Uniform Procedures for State Highway Safety Grant Programs (23 CFR part 1300);
 - (d) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 1201);
 - (e) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and all other relevant Federal regulations covering the Highway Safety Program;
 - (f) NHTSA Highway Safety Grant Funding Guidance, as revised, July 2015 (www.nhtsa.gov) and additions or amendments thereto.
- 4. Political Activity (Hatch Act)** The Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- 5. Lobbying.**
 - (a) **Certification Regarding Federal Lobbying.** The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (iii) The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

- (b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

6. Audits.

- (a) **Audit Required.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR, Subpart F, §200.500. Guidance on determining Federal awards expended is provided in 2 CFR, Subpart F, §200.502.
- (b) **Single Audit.** Non-Federal entities that expend \$750,000 or more in a year in Federal awards shall have a single audit conducted in accordance with 2 CFR, Subpart F, §200.501, except when they elect to have a program-specific audit conducted in accordance with 2 CFR, Subpart F, §200.501, paragraph (c).
- (c) **Non-Governmental Entities.** Non-governmental entities (not-for-profit and for-profit entities) must adhere to North Carolina General Statute 143C-6.22 and 09 NCAC Subchapter 03M.

7. Instructions for Lower Tier Certification.

- (a) By signing and submitting this proposal, the prospective lower tier participant (the Agency) is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, civil judgement, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR Part 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph 7(e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies including suspension or debarment.
 - (j) **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions.**
 - (i) The prospective lower tier participant (the Agency) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any Federal department or agency.
 - (ii) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this contract proposal.
- 8. Buy America Act.** The Agency and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.
- 9. Prohibition On Using Grant Funds To Check For Helmet Usage.** The Agency and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.
- 10. Conditions for State, Local and Indian Tribal Governments.** State, local and Indian tribal government Agencies shall adhere to the standards established by 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and additions or amendments thereto, for principles for determining costs applicable to grants and contracts with state, local and Indian tribal governments.
- 11. Conditions for Institutions of Higher Education.** If the Agency is an institution of higher education, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR 220 Cost Principles for Educational Institutions for determining costs applicable to grants and contracts with educational institutions.

- 12. Conditions for Non-Profit Organizations.** If the Agency is a non-profit organization, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations and 2 CFR Part 230 Cost Principles for Non-Profit Organizations for determining costs applicable to grants and contracts with non-profit organizations.
- 13. Conditions for Hospitals.** If the Agency is a hospital, it shall adhere to the standards established by 2 CFR Part 215 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

B. General Provisions

- 1. Contract Changes.** This document contains the entire agreement of the parties. No other contract, either oral or implied, shall supercede this Agreement. Any proposed changes in this contract that would result in any change in the nature, scope, character, or amount of funding provided for in this contract, shall require a written addendum to this contract on a form provided by the Department.
- 2. Subcontracts Under This Contract.** The Agency shall not assign any portion of the work to be performed under this contract, or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract without the prior written concurrence of the Department. Any subcontract under this contract must include all required and applicable clauses and provisions of this contract. Subcontracting does not relieve the Agency of any of the duties and responsibilities of this agreement. The subcontractor must comply with standards contained in this agreement and provide information that is needed by the Agency to comply with these standards. The Agency must submit any proposed contracts for subcontracted services to the Governor's Highway Safety Program for final approval no less than 30 days prior to acceptance.
- 3. Solicitation for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations, either by competitive bidding or negotiation, made by the Agency for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Agency of the Agency's obligations under this contract. Additionally, Agencies making purchases or entering into contracts as provided for by this contract must adhere to the policies and procedures of 2 CFR Part 200 and North Carolina General Statute 143-128.4. Historically underutilized business defined; statewide uniform certification as it pertains to Historically Underutilized Businesses.
- 4. Incorporation of Provisions in Subcontracts.** The Agency shall include the provisions of section A-1 through A-13 of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the regulations, or directives issued pursuant thereto. The Agency shall take such action with respect to any subcontract or procurement as the Department, the State of North Carolina, hereinafter referred to as the "State", the National Highway Traffic Safety Administration, hereinafter referred to as "NHTSA", or the Federal Highway Administration, hereinafter referred to as "FHWA", may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Agency becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Agency may request the Department or the State to enter into such litigation to protect the interests of the Department or the State. In addition, the Agency may request the NHTSA or FHWA to enter into such litigation to protect the interests of the United States.
- 5. Outsourcing.** All work shall be performed in the United States of America. No work will be allowed to be outsourced outside the United States of America.
- 6. Property and Equipment.**
 - (a) Maintenance and Inventory.** The Agency shall maintain and inventory all property and equipment purchased under this contract.
 - (b) Utilization.** The property and equipment purchased under this contract must be utilized by the Agency for the sole purpose of furthering the traffic safety efforts of the Agency for the entire useful life of the property or equipment.
 - (c) Title Interest.** The Department and NHTSA retain title interest in all property and equipment purchased under this contract. In the event that the Agency fails or refuses to comply with the provisions of this Agreement or terminates this contract, the Department, at its discretion, may take either of the following actions:
 - (i)** Require the Agency to purchase the property or equipment at fair market value or other mutually agreed to amount; or

- (ii) Require the Agency to transfer the property or equipment and title of said property or equipment, if any, to the Department or to another Agency, as directed by the Department.
- (d) **Non-expendable Property.** Non-expendable property is defined as property or equipment having a value of \$5000 or more with a life expectancy of more than one year. Non-expendable property purchased under this contract cannot be sold, traded, or disposed of in any manner without the expressed written permission of the Department.
7. **Educational or Other Materials.** If allowed, any educational or other materials developed using funds from this contract must be reviewed and approved by the GHSP prior to their production or purchase. The cost of these materials is generally limited to a maximum of \$5.00 per item. The purchase of promotional items and memorabilia are not an allowable cost.
8. **Review of Reports and Publications.** Any reports, papers, publications, or other items developed using funds from this contract must be reviewed and approved by the GHSP prior to their release.
9. **Reimbursement.**
- (a) **General.** Payments are made on a reimbursement basis. There is no schedule of advance payments. Only actual allowable costs are eligible for reimbursement. Claims for reimbursement must be made a minimum of quarterly and no more than once a month via the Grants Management System. Claims for reimbursement not made within the three month threshold are subject to denial. The itemized invoice shall be supported by documentation of costs as prescribed by the Department. Reimbursements will not be processed if other required reports are incomplete or have not been submitted. Failure to submit complete reports by the required deadline may result in denial of reimbursement.
- (b) **Approval.** The Governor's Highway Safety Program and the Department's Fiscal Section shall approve the itemized invoice prior to payment.
- (c) **Unapproved Costs.** Any rejected or unaccepted costs shall be borne by the Agency. The Agency agrees that in the event the Department determines that, due to Federal or State regulations that grant funds must be refunded, the Agency will reimburse the Department a sum of money equal to the amount of Federal and State participation in the rejected costs.
- (d) **Final Claims for Reimbursement.** Final claims for reimbursement must be received by the GHSP within 30 days following the close of the approved contract period. Project funds not claimed by this date are subject to reversion.
- (e) **Expending Funds Under This Contract.** Under no circumstances will reimbursement be made for costs incurred prior to the contract effective date or after the contract ending date.
10. **Project Costs.** It is understood and agreed that the work conducted pursuant to this contract shall be done on an actual cost basis by the Agency. The amount of reimbursement from the Department shall not exceed the estimated funds budgeted in the approved contract. The Agency shall initiate and prosecute to completion all actions necessary to enable the Agency to provide its share of the project costs at or prior to the conclusion of the project.
11. **Program Income.** The Agency shall account for program income related to projects financed in whole or in part with federal funds in accordance with 2 CFR 200.307. Program income earned during the contract period shall be retained by the Agency and deducted from the federal funds committed to the project by the GHSP unless approved in advance by the Federal awarding agency as an addition to the project. Program income must be accounted for separately and the records made available for audit purposes.
12. **Project Directors.** The Project Director, as specified on the signature page of this Agreement, must be an employee of the Agency or the Agency's governing body. Any exception to this provision must have the expressed written approval of GHSP.
13. **Reports Required.**
- (a) **Quarterly Progress Reports.** Unless otherwise directed, the Agency must submit Quarterly Progress Reports to the GHSP, on forms provided by the Department, which reflect the status of project implementation and attainment of stated goals. Each progress report shall describe the project status by quarter and shall be submitted to GHSP no later than fifteen (15) days after the end of each quarter. If the Agency fails to submit a Quarterly Progress Report or submits an incomplete Quarterly Progress Report, the Agency will be subject to having claims for reimbursement withheld. Once a Quarterly Progress Report that substantiates adequate progress is received, cost reimbursement requests may be processed or denied at the discretion of GHSP.
- (b) **Final Accomplishments Report.** A Final Accomplishments Report must be submitted to the GHSP within fifteen (15) days of completion of the project, on forms provided by the Department, unless otherwise directed. If the Agency fails to submit a Final Accomplishments Report or submits an

incomplete Final Accomplishments Report, the Agency will be subject to having claims for reimbursement withheld. Once a Final Accomplishments Report that substantiates adequate progress is received, claims for reimbursement may be processed or denied at the discretion of GHSP.

- (c) **Audit Reports.** Audit reports required in Section A-6 above shall be provided to the Department within thirty (30) days of completion of the audit.

14. Out-of-State Travel.

- (a) **General.** All out-of-state travel funded under this contract must have prior written approval by the Governor's Highway Safety Program.
- (b) **Requests.** Requests for approval must be submitted to the GHSP, on forms provided by the Department, no less than thirty (30) days prior to the intended departure date of travel.
- (c) **Agency Travel Policy Required.** For Agencies other than state agencies, out-of-state travel requests must include a copy of the Agency's travel policy, to include allowances for lodging, meals, and other travel-related expenses. For state agencies, maximum allowable subsistence is limited to the prevailing per diem rates as established by the North Carolina General Assembly.
- (d) **Agenda Required.** Out-of-state travel requests must include a copy of the agenda for the travel requested.

15. Conditions for Law Enforcement. In addition to the other conditions provided for in this Agreement, grants to law enforcement agencies are subject to the following:

(a) Certifications Required.

- (i) **In-car Camera or Video System.** For any in-car camera or video system purchased under this contract, it is required that the operator of that equipment has successfully completed Standardized Field Sobriety Testing training (SFST). A copy of this certificate must be filed with GHSP prior to reimbursement of in-car camera or video systems.
- (ii) **Radar.** For any radar equipment purchased under this contract, it is required that the operator of that equipment has successfully completed Radar Certification Training. A copy of this certificate must be filed with GHSP prior to reimbursement of radar equipment.
- (iii) **Alcohol Screening Devices.** For any preliminary alcohol screening devices purchased under this contract, it is required that the operator of that equipment has successfully completed the Alcohol Screening Test Device training offered by the Forensic Test for Alcohol Branch.

- (b) **Report Required - Monthly Enforcement Data Report.** In addition to the reports mentioned above, law enforcement agencies engaging in enforcement activities must submit a Monthly Enforcement Data Report on the form provided by the Department no later than fifteen (15) days after the end of each month. If the Agency fails to submit a Monthly Enforcement Data Report or submits an incomplete Monthly Enforcement Data Report, the Agency will be subject to having cost reimbursement requests withheld. Once a Monthly Enforcement Data Report that substantiates adequate progress is received, cost reimbursement requests will be processed. The agency head must sign the form. However, the agency head may assign a designee to sign the form by providing written signature authority to the GHSP.

16. Conditions for Local Governmental Agencies.

- (a) **Resolution Required.** If the Agency is a local governmental entity, a resolution from the governing body of the Agency is required on a form provided by the Department.
- (b) **Resolution Content.** The resolution must contain a commitment from the governing body to provide the local funds as indicated in this contract. Additionally, the resolution is required even if the funding is one hundred percent from federal sources, as it serves as recognition by the governing body of federal funding for purposes of Section A-6 above.

17. Seat Belt Policy and Use. Agency must adopt and enforce a seat belt use policy required for all seating positions unless exempted by state law.

18. Text Messaging Policy. Agency must adopt and enforce a policy banning text messaging while driving unless exempted by state law.

19. Prohibited Interests. No member, officer, or employee of the Agency during his or her tenure, and for at least one (1) year thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof or therefrom.

20. Continued Federal and State Funding.

- (a) **Federal Funding.** The Agency agrees and understands that continuation of this project with Federal funds is contingent upon Federal funds being appropriated by the United States Congress specifically for that purpose. The Agency further agrees and understands that in the event funds originally

appropriated by Congress for these grants are subsequently reduced by further acts of Congress, funding to the Agency may be proportionately reduced.

- (b) State Funding.** The Agency agrees and understands that continuation of this project with funds from the State of North Carolina is contingent upon State funds being appropriated by the General Assembly specifically for that purpose. The Agency also agrees that any state funds received under this contract are subject to the same terms and conditions stated in this Agreement.
- 21. Performance.** All grants provided by the Governor's Highway Safety Program are performance-based and, as such, require that continual progress be made toward the reduction of the number and severity of traffic crashes. Any agency, whose performance is deemed unsatisfactory by the GHSP, shall be subject to the sanctions as provided for in this contract. Additionally, unsatisfactory performance shall be cause for the Department to reduce or deny future funding.
- 22. Resolution of Disputes.** Any dispute concerning a question of fact in connection with the work not disposed of by contract by and between the Agency and the Department, or otherwise arising between the parties to this contract, shall be referred to the Secretary of the North Carolina Department of Transportation and the authorized official of the Agency for a negotiated settlement. In any dispute concerning a question of fact in connection with the project where such negotiated settlement cannot be resolved in a timely fashion, the final decision regarding such dispute shall be made by the Secretary of the North Carolina Department of Transportation, with the concurrence of the Federal funding agency, and shall be final and conclusive for all parties.
- 23. Department Held Harmless.**
- (a) For State Agencies.** Subject to the limitations of the North Carolina Tort Claims Act, the Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- (b) For Agencies Other Than State Agencies.** The Agency shall be responsible for its own negligence and holds harmless the Department, its officers, employees, or agents, from all claims and liability due to its negligent acts, or the negligent acts of its subcontractors, agents, or employees in connection with their services under this contract.
- 24. Records Access and Retention.** The Agency shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department, the State, NHTSA, or FHWA, as appropriate, to be pertinent to ascertain compliance with such regulations, orders and instructions. Furthermore, the Agency shall maintain such materials during the contract period, and for five (5) years from the date of final payment from the Department or until all audit exceptions have been resolved, for such inspection and audit. Where any information required of the Agency is in the exclusive possession of another who fails or refuses to furnish this information, the Agency shall so certify to the Department, State, NHTSA, or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information. Pursuant to N.C.G.S. §147-64.7, the Department, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Agency insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement.
- 25. Sanctions for Non-Compliance.** The applicant Agency agrees that if it fails or refuses to comply with any provisions and assurances in this contract, the Department may take any or all of the following actions:
- (a)** Cancel, terminate, or suspend this contract in whole or in part;
- (b)** Withhold reimbursement to the Agency until satisfactory compliance has been attained by the Agency;
- (c)** Refrain from extending any further funding to the Agency under this contract with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency;
- (d)** Refer the case to the United States Department of Justice for appropriate legal proceedings.
- 26. Cancellation, Termination, or Suspension of Contract.**
- (a) By the Department.** For noncompliance with any of the said rules, regulations, orders or conditions, due to management deficiencies or criminal activity this contract may be immediately canceled, terminated, or suspended in whole or in part by the Department. For noncompliance not indicative of management deficiencies or criminal activity the Department shall give sixty (60) days written notice

to take corrective action. If the Agency has not taken the appropriate corrective action after sixty (60) days the Department may cancel, terminate, or suspend this contract in whole or in part.

(b) By mutual consent. The Agency or the Department may terminate this contract by providing sixty (60) days advanced written notice to the other party.

(c) Unexpended funds. Any unexpended funds remaining after cancelation or termination will revert to the Department.

27. Completion Date. Unless otherwise authorized in writing by the Department, the Agency shall commence, carry on, and complete the project as described in the approved Highway Safety Project Contract by September 30 of the Federal fiscal year for which it was approved.

28. E-Verify requirements. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NC General Statutes.

29. Certification of Eligibility Under the Iran Divestment Act. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-55 et seq. requires that each Agency, prior to contracting with the State certify, and the undersigned Agency Authorizing Official on behalf of the Agency does hereby certify, to the following:

- (a)** that the Agency is not now and was not at the time of the execution of the Contract dated below identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- (b)** that the Agency shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- (c)** that the undersigned Agency Authorizing Official is authorized by the Agency to make this Certification.

30. Agency Fiscal Year. The end date for the Agency's fiscal year is _____.

31. Signature. By signing below, the Agency agrees to adhere to the terms and conditions of this Agreement.

AGENCY PROJECT DIRECTOR		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY AUTHORIZING OFFICIAL		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER
AGENCY OFFICIAL AUTHORIZED TO RECEIVE FUNDS		
NAME	TITLE	ADDRESS
SIGNATURE	DATE	TELEPHONE NUMBER

State of North Carolina North Carolina Department of Transportation Governor's Highway Safety Program

The North Carolina Governor's Highway Safety Program (GHSP) will award federal assistance in support of the project described below. The grantee affirms this GHSP award and enters into this grant agreement with GHSP. This grant period is October 1, 2022 through September 30, 2023.

The following documents are incorporated by reference and made part of this pending grant agreement:

- (1) Governor's Highway Safety Program's approved grant application;
- (2) The signed Agreement of Conditions that the grantee signed and provided to GHSP;
- (3) Resolution form that the grantee signed and provided to GHSP, and;
- (4) Any award notifications containing special conditions or requirements, if issued.

This agreement is not valid until the date the authorized NC Department of Transportation (NCDOT), Governor's Highway Safety Program (GHSP) official's electronic signature is entered for this grant agreement.

NCDOT GHSP Award

Upon the Execution of this grant agreement by the grantee named below, GHSP will award a federal grant as follows:

Project Number: PT-23-06-32

Grantee: 1000000140 / CITY OF HENDERSONVILLE POLICE DEPT

Application Number: 1000012832

Agreement Number: 2000062653

CFDA Number: 600

Total Eligible Cost (in U.S. Dollars): 25,000.00

Federal Percentage of Total Eligible Cost (in U.S. Dollars): 100.00000

Local Percentage of Total Eligible Cost (in U.S. Dollars): 0.00000

Effective Date: October 1, 2022

Maximum Percentage (s) of GHSP Participation: Percentages of Federal participation are based on amounts included in the approved project budget, modified as set forth in the text following the project description.

Project Description: The Project Description includes information describing the Project within the Project Application submitted to GHSP and the approved project budget, modified by any additional statements displayed in this Grant Agreement and, to the extent GHSP concurs, statements in other documents including attachments entered in the grants management system.

The Grantee, by executing this grant agreement, affirms intent to accept this GHSP award; adopts and ratifies all statements, representations, warranties, covenants and materials it has submitted to GHSP; consents to this GHSP award; and agrees to all terms and conditions set forth in this Grant Agreement. By executing this Grant Agreement, I am simultaneously executing any Supplemental Agreement that may be required to effectuate this Grant Agreement.

Awarded by: NC Department of Transportation-GHSP

Executed by: Mark Ezzell, Director

Awarded to: CITY OF HENDERSONVILLE POLICE DEPT

Executed by:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan, Civil Engineer IV

MEETING DATE: October 6, 2022

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Camp Judaea Cabins – *Brendan Shanahan, Civil Engineer IV*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with CJ Property, Inc. for the Camp Judaea Cabins Phases 3 and 4 as presented and recommended by staff.

SUMMARY:

The Camp Judaea Cabins located off Chimney Rock Road in Henderson County proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: \$0

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

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

PROJECT NUMBER: 22108

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Camp Judaea Cabins

Map showing Camp Judaea Cabins parcel

Resolution # R-22-125

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION
AGREEMENT WITH CJ PROPERTY, INC FOR THE CAMP JUDAEA CABINS**

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, CJ Property, Inc., the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water service to the Camp Judaea Cabins.

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

1. The Utility Extension Agreement with CJ Property, Inc., the “Developer” and “Owner” to provide water service to the Camp Judaea Cabins 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 6th day of October 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:_____

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

Prepared by and return to: Daniel Heyman, Staff Attorney, City of Hendersonville, in the City Box

FIRST AMEDNED AND RESTATED UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2022, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **CJ PROPERTY, INC.**, a North Carolina non-profit corporation, herein referred to as "Developer,"

WITNESSETH:

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

Consisting of +/- 123.91 acres, and being all of that real property described in those deeds recorded in Deed Book 1411 at page 148, Henderson County registry, having REIDs of 200656, 200658, and 200653; and Deed Book 1560 at page 79, Henderson County registry, having an REID of 1013215, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Camp Judea (project number 22108); 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 +/- 1,015 lineal feet of 6" water line (DIP/CL 350), 2 fire hydrants, and associated appurtenances, running northerly from a proposed fire hydrant assembly, thence easterly into the margin of Camp Judea Dr, thence northerly and connecting to an existing 6" inch waterline along Camp Judea Dr, and being more particularly shown and described on those construction plans and specifications, sealed on July 28, 2022, prepared by High Country Engineering, P.C. 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; 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; and

WHEREAS, the City and Developer previously entered into a Utility Extension Agreement for the Project dated January 25, 2013 and recorded in Deed Book 1526 at page 135 (the "2013 UEA"), but are desirous of amending its terms.

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

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

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

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

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

5. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
6. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
7. The City may purchase and install, or have installed, City-approved Supervisory Control and Data Acquisition "SCADA" equipment reasonably necessary to monitor and operate any pump station and/or storage tanks associated with the system. Developer agrees to reimburse the City for all expense associated with this purchase and installation of SCADA equipment.
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 water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
15. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.
16. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).

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

Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and “substantial compliance” shall not apply.

22. Once all items are complete, City staff shall submit the project to City Council for formal acceptance during a regularly scheduled meeting. The City shall issue a formal "Letter of Acceptance" upon acceptance by City Council to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers.
23. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
24. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City’s legal counsel. Such consent by the City and approval by the City’s legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
25. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.
26. It is understood that the Developer operates seasonal occupancy of the Property as the proprietor of a summer camp. The following provisions apply to the Developer’s seasonal occupancy:
 - a. For purposes of this Agreement, the “Occupancy Season” shall begin on the first day any of the Developer’s staff or camp residents are present during a calendar year, and end on the last day Developer’s staff or camp residents are present during a calendar year.
 - b. The installation and maintenance of the existing 6” double detector check valve will be at the Developer’s expense for the life of the system, including annual testing of the assembly. Testing shall be conducted at the end of the Occupancy Season before removal of the water meters.
 - c. The domestic meters shall be removed after the end of the Occupancy Season to prevent any possible use of water for domestic purposes.
 - d. The Developer shall contact Hendersonville Water and Sewer at least 14 days before the start of the Occupancy Season to allow adequate time for the system to be flushed and meters to be reinstalled. The Developer shall be responsible for all costs associated with flushing and testing in addition to normal service fees.
 - e. If at any time during the Occupancy Season, which shall include any time the Developer’s staff is generally in residency, regardless of whether campers are present, the water quality should degrade due to inadequate use or required additional flushing, the Developer shall be responsible

for all costs associated with flushing the system as is required to restore the quality of the water in the opinion of the City of Hendersonville Utilities Director.

- f. No additional extensions to the system will be allowed until approval from the City and NCDENR are received, and each extension shall be subject to all City rules and procedures in effect at that time.

27. 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.

28. This Agreement supersedes, replaces, and repeals the 2013 UEA in its entirety.

29. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

The remainder of this page is left blank intentionally.

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

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

DEVELOPER: CJ Property Inc.,
a North Carolina Non-Profit Corporation

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)
(signature)

BY: _____ (SEAL)
John F. Connet, City Manager

Printed name: _____

Title: _____

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that _____, personally appeared before me this day, and being duly sworn, stated that they are the _____ (title) for CJ Property, Inc., and that they executed and acknowledged the foregoing instrument on behalf of CJ Property, Inc. pursuant the due authorization by CJ Property, Inc. and that the instrument is the act and deed of CJ Property, Inc.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that John F. Connet, personally appeared before me and, being duly sworn, stated that he is City Manager of the City of Hendersonville, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the City of Hendersonville pursuant to order of the City Council of said City and that the instrument is the act and deed of the City of Hendersonville.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

Notary Public Signature

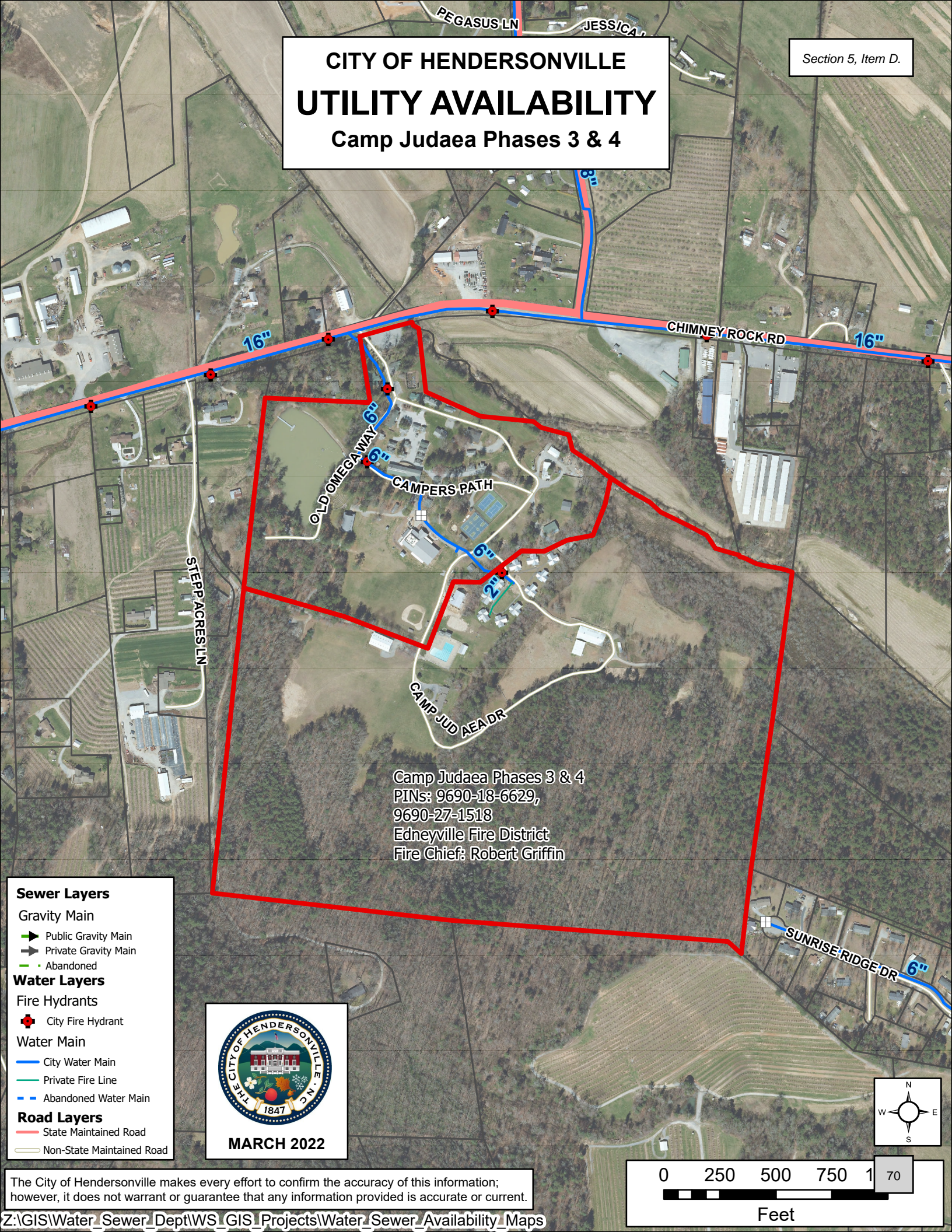
(OFFICIAL SEAL)

CITY OF HENDERSONVILLE

UTILITY AVAILABILITY

Camp Judaea Phases 3 & 4

Section 5, Item D.



Camp Judaea Phases 3 & 4
PINs: 9690-18-6629,
9690-27-1518
Edneyville Fire District
Fire Chief: Robert Griffin

Sewer Layers

Gravity Main

- Public Gravity Main
- Private Gravity Main
- Abandoned

Water Layers

Fire Hydrants

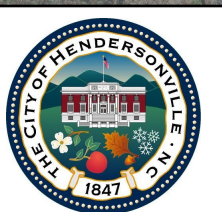
- City Fire Hydrant

Water Main

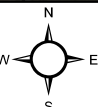
- City Water Main
- Private Fire Line
- Abandoned Water Main

Road Layers

- State Maintained Road
- Non-State Maintained Road



MARCH 2022



0 250 500 750 1000

Feet

The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

Z:\GIS\Water_Sewer_Dept\WS_GIS_Projects\Water_Sewer_Availability_Maps



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer, Utilities Engineer **MEETING DATE:** October 6, 2022

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

TITLE OF ITEM: Justification for the Sole Source Purchase of UV Disinfection Equipment for the UV Improvements Project- *Adam Steurer, Utilities Engineer*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the Sole-Source Purchase of UV Disinfection Equipment for the UV Improvements Project* as presented.

SUMMARY:

The City uses ultraviolet (UV) disinfection at its wastewater treatment facility (WWTF) to disinfect treated wastewater before discharging to the receiving Mud Creek. The existing equipment was commissioned in 2001 and is in need of replacement due to unreliable operation, significant wear, lack of redundancy, damage potentially related to lightning strikes, and the increasing cost of continued maintenance. The existing equipment is a UV4000 system manufactured by Trojan Technologies™.

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.

In this case, Utility Staff and project engineer, McKim & Creed, Inc. are requesting to standardize on UV equipment by asking that Council approve the sole source purchase of UVSigna disinfection equipment manufactured by Trojan Technologies™. The UVSigna system has the lowest 20-year net present value of capital and O&M costs versus comparable equipment, is compatible with the existing UV4000 system, which will be used as a backup for redundancy after project completion and provides equipment familiarity for operations staff.

BUDGET IMPACT: \$564,720.00

Is this expenditure approved in the current fiscal year budget? Project is funded through a CPO.

If no, describe how it will be funded.

ATTACHMENTS:

Resolution

Sole-source Justification letter from McKim & Creed, Inc.

EW2 Environmental sole-source letter from Trojan Technologies™

Scope of Supply for Trojan Technologies™ UVSigna Disinfection Equipment

Resolution #__-__

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE SOLE-SOURCE PURCHASE OF UV DISINFECTION EQUIPMENT
FOR THE UV IMPROVEMENTS PROJECT**

WHEREAS, the City uses ultraviolet (UV) disinfection at its wastewater treatment facility (WWTF) to disinfect treated wastewater before discharging to the receiving Mud Creek. The existing equipment was commissioned in 2001 and is in need of replacement due to unreliable operation, significant wear, lack of redundancy, damage potentially related to lightning strikes, and the increasing cost of continued maintenance. The existing equipment is a UV4000 system manufactured by Trojan Technologies™; 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, utility Staff and project engineer, McKim & Creed, Inc. are requesting to standardize on UV equipment by asking that Council approve the sole source purchase of UVSigna disinfection equipment manufactured by Trojan Technologies™. The UVSigna system has a lower 20-year net present value of capital and O&M versus comparable equipment, is compatible with the existing UV4000 system, which will be used as a backup for redundancy after project completion and provides equipment familiarity for operations staff.

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

1. A soul-source purchase of UVSigna disinfection equipment manufactured by Trojan Technologies™ is authorized for the UV Improvements Project in the amount of \$564,720.00.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

September 19, 2022

06496-0012

Mr. Adam Steurer, PE
Utilities Engineer
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

RE: Sole Source Justification for WWTF Ultraviolet Disinfection
Improvements Project

Mr. Steurer:

A Basis of Design Report for the WWTF Ultraviolet Disinfection Improvements project was completed in March 2022. In this report, alternatives to expand the existing ultraviolet (UV) disinfection system capacity were evaluated, alternative UV disinfection systems were analyzed, and recommendations for expansion and basis of design equipment selection were provided. The recommendation was made for the installation of a Trojan UVSigna disinfection system, parallel to the existing Trojan UV4000 disinfection system which is to remain in service for redundancy. The Trojan UVSigna disinfection system was recommended as the basis of design equipment for the following reasons:

1. Compatibility with the existing Trojan UV4000 disinfection system, allowing complete integration of UV disinfection system controls between the new and existing systems, and a single point of contact for UV disinfection equipment maintenance
2. Smaller site footprint versus comparable UV disinfection equipment, resulting in fewer impacts to the existing utility building adjacent to the existing disinfection system
3. Lowest 20-year net present value versus comparable UV disinfection equipment

8020 Tower Point Drive

Charlotte, NC 28227

704.841.2588

Fax 704.841.2567

www.mckimcreed.com

Per NC G.S. § 143-129(e)(6), the compatibility of the new UV disinfection system with the existing Trojan UV4000 disinfection system is an overriding consideration for this project. Compatibility between the new and existing systems is required to ensure WWTF effluent is adequately disinfected to meet the facility's NPDES permit requirements prior to discharge under all possible operating conditions. The Trojan UVSigna system is the only system that is able to address this concern and achieve the project objectives. Therefore, McKim & Creed recommends the direct purchase of the Trojan UVSigna disinfection

equipment by the City of Hendersonville. Per the attached letter from Trojan Technologies, EW2 Environmental is the sole provider of the Trojan UVSigna disinfection equipment in North Carolina.

Please do not hesitate to contact our office at (704) 841-2588 if there are any questions regarding these recommendations.

Sincerely,

McKIM & CREED, Inc.

 Digitally signed by Zachary Trammel, PE
Location: Charlotte, NC
Contact Info:
ztrammel@mckimcreed.com
Date: 2022.09.19 16:58:54-04'00'

Zachary Trammel, PE
Project Manager

cc: Lee Smith – Utilities Director
Brent Detwiler, PE – City Engineer

Attachments:

1. Trojan Technologies Sole Source Letter

September 14, 2022

Zachary Trammel, PE
Project Manager
McKim & Creed, Inc.

Dear Mr. Trammel,

This letter certifies that EW2 Environmental located at 7245 Pineville-Matthews Rd #10, Charlotte, NC 28226 is the sole provider of Trojan Technologies: Municipal Disinfection UV Systems, UVAOP Environmental Contaminant Treatment Systems and Salsnes Filter/Systems in North Carolina and South Carolina.

If you need any addition information I can be reached at 519 457 3400 ext. 2235 or by email at mshortt@trojantechnologies.com

Best regards,



Michael Shortt
Regional Manager – US South East and Eastern Canada
Team Leader – Municipal Designers North America

**SCOPE OF SUPPLY FOR HENDERSONVILLE REPLACEMENT UV SYSTEM, NORTH CAROLINA
ULTRAVIOLET DISINFECTION EQUIPMENT – TROJANUVSigna™**

Prepared for: City of Hendersonville, NC

Specification Section: 11410

Addendum: n/a

Consulting Engineer: McKim & Creed

Trojan Quote: 215538 (September 26, 2022)

Design Criteria:

Current Peak Design Flow:	15 MGD
Average Flow:	6 MGD
UV Transmission:	65%, minimum
Total Suspended Solids:	30 mg/L (30 Day Average, grab sample)
Minimum Dose:	27.5 mJ/cm ² , MS2 RED
Discharge Limit:	200 Fecal Coliform/100 mL (30 Day Geometric Mean) 400 Fecal Coliform/100 mL (7 Day Geometric Mean)

We are pleased to submit the following scope of equipment based on the above criteria.

The purchaser is responsible for reading all information contained in this Supply Contract. Trojan will not be held accountable for the supply of equipment not specifically detailed in this document. Detailed installation instructions are provided with the shop drawings and are available earlier upon request. Changes to this Scope of Supply that affect selling price will be handled through a change order.

Please refer inquiries to Trojan Manufacturer's Representative:

Representative: James Grant
EW2 ENVIRONMENTAL, INC.
Phone: (704) 542-2444
Email: jgrant@ew2.net

This proposal has been respectfully submitted by,
Trojan Technologies

Mike Shortt
Regional Manager

GENERAL CONFIGURATION

The TrojanUVSigna equipment described in this Scope of Supply consists of two (2) duty and one (1) redundant UV banks in one (1) UV channel.

Unless otherwise indicated in this proposal all anchor bolts, conduit, conductors, local disconnects and transformers (if required) are the responsibility of the Installation Contractor and are not included in Trojan's Scope of Supply. Specific cable types listed below are for reference only. Selecting cables that are appropriate for the installation environmental conditions and in compliance with local code is the responsibility of the Installation Contractor.

Site to provide approved (engineered) anchor points for personnel to use as part of their fall restraint system around open channels. The anchor points must be positioned so that the preferred retractable lifeline of 8 ft is of sufficient length to access the work at the channel. Refer to local safety regulation.

UV BANKS

Trojan's Responsibility:

Each bank supplied will consist of TrojanUV Solo Lamps™, quartz sleeves, supporting structures, ActiClean™ chemical/mechanical cleaning system and an automatic bank lifting mechanism. UV lamps are powered from an individual electric feed from a lamp driver located in a Power Distribution Center (PDC).

Model and Make:	TrojanUVSigna™
Quantity:	Three (3) UV Banks Each bank will be supplied with sixteen (16) UV lamps, sixteen (16) quartz sleeves, one (1) UV intensity sensor, one (1) ActiClean chemical-mechanical wiping system and one (1) automatic bank lifting mechanism
Rating:	Type 6P / IP68 (lamp sleeve assemblies)
Approximate Weight:	530 lbs per UV bank

Installation Contractor's Responsibility:

The Installation Contractor shall install, align, secure, and seal (grout) each UV bank and lifting system in the channel per the instructions provided. The Installation Contractor shall provide solid grating downstream of the UV bank to block out UV light. Please refer to the supplied Trojan-supplied drawings for details.

SYSTEM CONTROL CENTER

Trojan's Responsibility:

A System Control Center (SCC) shall be supplied to monitor and control the UV disinfection System. Trojan will provide a PLC I/O and soft address map to aid the Installation Contractor with integration of the UV PLC and SCADA system. *Note: if Trojan is required to provide a managed switch in the SCC, the Plant's IT department or System Integrator will be responsible for configuring the switch to meet the Plant's security and traffic routing requirements.*

The UV SCC shall consist of the following:

Quantity Supplied:	One (1) SCC
Location:	Wall Mounted (By Installation Contractor)
Controller Type:	CompactLogix
Operator Interface:	10" AB Panelview Plus 7 (Indoor Rated)
Material / Rating:	304 Stainless Steel (Type 4X, IP 66)
SCADA:	EtherNet/IP
Surge Protection:	Trojan Standard TVSS
Panel UPS:	24 VDC with 15 minutes backup power
Approximate Weight:	200 lbs

Installation Contractor's Responsibility:

The Installation Contractor is responsible for mounting the SCC as indicated on the drawings. The Installation Contractor is also responsible for the supplying, installation and connection of the following at the SCC:

1. One (1) 120V, 60 Hz, 1 Phase, 2 Wire + GND, 1.8 kVA (minimum) power feed
2. One (1) bond link to plant ground, in accordance with applicable codes and standards
3. One (1) Modbus communication link, Belden 3106A (or equivalent), to PDC
4. One (1) Modbus communication link, Belden 3106A (or equivalent), to HSC
5. One (1) Cat 5e Ethernet communication link to SCADA
6. One (1) 4-20 mA analog shielded twisted pair from plant flow meter
7. One (1) 4-20 mA analog shielded twisted pair from online UV Transmittance monitor
8. One (1) 4-20 mA analog shielded twisted pair from the Level Sensor Monitor

POWER DISTRIBUTION CENTERS

Trojan's Responsibility:

The Power Distribution Center (PDC) distributes power to the UV lamps and shall consist of the following:

Quantity Supplied:	One (1) Single-wide PDC
Method of Cooling:	Air-conditioning (including Heater)
Material / Rating:	304 Stainless Steel (Type 4X, IP 66)
Surge Protection:	Trojan Standard TVSS
Approximate Weight:	1213 lbs

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the PDC in location. The Installation Contractor is also responsible for the supply, installation and connection of the following at the PDC:

1. One (1) 480 / 277V, 60 Hz, 3 phase, 4 wire + GND, 53.3 kVA power feed with local disconnect
2. One (1) bond link to plant ground, in accordance with applicable codes and standards (to underside of panel)
3. One (1) bond link from each UV bank to the PDC in accordance with the applicable drawings, specifications, codes, and standards
4. One (1) bank-in-place sensor cable (by Trojan) from each UV bank to the PDC
5. One (1) UV intensity sensor cable (by Trojan) from each UV bank to the PDC
6. One (1) Modbus communication link – Belden 3106A (or equivalent) – from the SCC
7. One (1) discrete, 2 conductor cable from level sensor control box for low water level signal
8. Installation and termination of lamp cables from the UV banks to the PDC. (Qty: 16 per UV Bank – supplied by Trojan)

HYDRAULIC SYSTEM CENTER

Trojan's Responsibility:

The Hydraulic System Center (HSC) houses the ancillary equipment required to operate the quartz sleeve cleaning system and automatic bank lifting mechanism.

Quantity Supplied:	One (1) HSC
Materials / Rating:	304 Stainless Steel (Type 4X, IP 66)
Hydraulic Fluid:	Mineral Oil
Surge Protection:	Trojan Standard TVSS
Approximate Weight:	500 lbs

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the HSC as shown on the Trojan drawings. The HSC must be located within 50 ft of the PDC. The Installation Contractor is also responsible for the supply, connection and installation of the following at the HSC:

1. One (1) 480V, 60Hz, 3 phase, 3 wire + GND, 2.5 kVA power feed with local disconnect
2. One (1) bond link to plant ground, in accordance with applicable codes and standards
3. One (1) Modbus communication link – Belden 3106A (or equivalent) – from the SCC
4. Cut and crimp hydraulic hoses (coordination with Parker Store)
5. Connection of the hydraulic hoses (Qty: four (4) per UV bank – supplied by Trojan)

WATER LEVEL CONTROLLER

Trojan's Responsibility

A level control device is required to maintain and control the effluent level in the channel, regardless of flow rate.

Quantity Supplied:	One (1) Fixed Weir
Material of Construction:	304 Stainless Steel
Effective Weir Length:	553 inches

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place, bolting, grouting and sealing each level control weir trough as per Trojan's and Engineer's drawings.

ULTRASONIC CHANNEL LEVEL SENSOR

Trojan's Responsibility:

Ultrasonic level sensor will monitor the effluent levels within the UV Channel. The transducer will be supplied with sufficient length of cable, to distribute to the monitor panel along with a mounting bracket.

Quantity and Description:	One (1) Ultrasonic level sensor with flow calculation capability
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Installation Contractor's Responsibility:

The Contractor is responsible for mounting the transducer and bracket in the UV Channel, the monitor panel adjacent to the channel, and distributing the following cable/wiring between these two components and to SCC in appropriate conduit:

1. One (1) 120 Volt, 1 phase, 2 wire + GND, 36 VA (plus ground) from a Distribution Panel (by others) to the Level Sensor Monitor.
2. One (1) 4-20mA analog signal from the Level Sensor Monitor to the System Control Center (SCC).
3. One (1) communication link using 30 feet of cable (supplied by Trojan) from the Level Sensing Transducer to the Level Sensor Monitor.

LOW WATER LEVEL SENSORS

Trojan's Responsibility:

A Low Water Level Sensor is required downstream of the UV System to generate a low water level signal that will shut down and protect the UV System if the water level in the channel drops too low.

Quantity Supplied:	One (1) electrode type water level sensor
Approximate Weight:	10 lbs (panel)

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and bolting the water level sensor panel to the effluent channel wall as per Trojan's and Engineer's drawings.

LEVEL SENSOR CONTROL BOX

Trojan's Responsibility:

Trojan provides a wall mounted Level Sensor Control Box (24" x 14" x 6") to provide power and relays for low level sensor.

Quantity Supplied:	One (1) Level Sensor Control Box
Materials / Rating:	304 Stainless Steel (Type 4X)
Approximate Weight:	40 lbs

Installation Contractor's Responsibility:

The Installation Contractor is responsible for mounting the Level Sensor Control Box as indicated on the drawings. The Installation Contractor is also responsible for supplying mounting hardware, watertight conduit and for the supply, installation and connection of the following at the Control Box:

1. One (1) 120 Volt, 1 phase, 2 wire + GND, 0.12 kVA power supply
2. One (1) discrete, 2 conductor cable from the Low Level Sensor to the level sensor control box
3. One (1) discrete, 2 conductor cable from the level sensor control box to the PDC

UV TRANSMISSION MONITOR

Trojan's Responsibility:

An on-line UV Transmission Monitor will be supplied to provide a UVT measurement of the source water.

Description:	One (1) Hach UVASsc UVT monitor including <ul style="list-style-type: none">• One (1) submersible probe with mounting kit• One (1) sc200 Controller• 25 ft cable between the probe and the controller
Enclosure Rating:	Type 4X
Controller Dimensions:	12" x 12" x 4"
Approximate Weight:	30 lbs (includes probe and Controller)
Probe Immersion Depth:	up to 6 ft

Installation Contractor's Responsibility:

The Installation Contractor is responsible for setting in place and mounting the Controller panel and the probe. The Installation Contractor is also responsible for the supply, installation and connection of the following at the Controller:

1. One (1) 120 Volt, 1 phase, 2 wire + GND, 50 VA power supply
2. One (1) 4-20mA analog shielded twisted pair to the SCC
3. Installation of sensor communication cable (by Trojan) between the probe and Controller
4. Anchor bolts as required for mounting Controller and probe to the channel edge

STILLING PLATE/FLOW CONDITIONER

Trojan's Responsibility:

In order to ensure flow distribution to the UV System a stilling plate (flow conditioner) will be supplied.

Quantity:	One (1)
Headloss:	0.87" at 15 MGD
Material of Construction:	304 Stainless Steel
Approximate Weight:	420 lbs
Anchor Bolts Required:	8 - 3/8" dia x 4" long

Installation Contractor's Responsibility:

Contractor is responsible for mounting L-frames to channel walls.

SPARE PARTS AND ADDITIONAL EQUIPMENT

Trojan's Responsibility:

The following equipment will be supplied with the UV system:

Description	Quantity
1 kW Solo UV Lamp	Five (5)
2kW Lamp Driver	Two (2)
Quartz Sleeve	Five (5)
Wiper Seal Kit Assembly (2 seals, springs, cage, spacers)	Sixteen (16)
ActiClean WW 4 x 4L (Case)	One (1)
UVSigna Operators Kit	One (1)

NOTES AND CLARIFICATIONS TO SPECIFICATION

- Please note that the proposed UVSigna equipment as included in this Scope of Supply is per Trojan's standard design and meets the intent of the UV spec. Moreover, any upgrades for the UV4000 SCC (if required after SCC inspection) are currently not included under this Scope of Supply and shall be managed through a separate PO.
- **American Rescue Plan Act (ARPA) Contract Addendum, Article D.** – Please note that all Trojan IPs will remain with Trojan, with end-user being licensed to use them. Locked PLC codes will be provided to the end-user with a signed NDA (as noted in UV spec).

MICROBIOLOGICAL PERFORMANCE TESTING

Trojan's Responsibility:

Trojan will supply a performance testing protocol to the Installation Contractor to be forwarded to the Engineer for approval. Trojan will produce the final test report (based on data supplied by the independent lab) and will forward the final report to the Installation Contractor.

Installation Contractor's Responsibility:

The Installation Contractor is to cover all associated onsite costs for performance testing (including independent lab services, bottles, shipment, sample analysis, etc.). The Installation Contractor is also responsible for completing the performance testing as per the testing protocol supplied by Trojan and approved by the Engineer.

DOCUMENTATION (SHOP DRAWINGS AND O&M MANUALS)

The following documentation will be supplied by Trojan per the following schedule:

- One (1) electronic copy of Trojan Shop Drawing **5 – 6 weeks** after receipt of written purchase order
- One (1) electronic copy of Trojan Standard O&M manuals at time of equipment delivery

DELIVERY, START-UP AND TRAINING

- UV Equipment will be **shipped 34 – 36 weeks** after approval of Shop Drawings, if Trojan UV equipment is required to be compliant with Federal Water Pollution Control Act; otherwise the equipment shipment will be within **29 – 30 weeks** after approval of Shop Drawings.

Trojan's Responsibility:

The following start-up services will be provided by Trojan-certified technicians:

- Up to three (3) days in one (1) trip for installation support.
 - Additional installation assistance as required, to be by phone or fax. Technical Assistance Center (TAC) 1-866-388-0488 or tac@trojanuv.com
- Up to two (2) days in one (1) trip for evaluating the UV4000 SCC condition
- Up to five (5) days in two (2) trips for start-up, testing of the installed equipment and classroom and/or jobsite training for operations staff
 - If the Trojan's Certified Service Technician determines the Contractor work is not complete and the start-up cannot be completed in the allotted time a return visit will be scheduled at the Contractors expense.
 - If trainees are not available a return visit will be scheduled at the Contractors expense.
- Up to one (1) day in one (1) trip for an additional training day
- Up to three (3) days in one (1) trip for Controls support as related to ultrasonic sensor setup flow calculations and UV4000 SCC final programming check

Installation Contractor's Responsibility:

The Contractor is responsible for:

- Unloading of the components supplied by Trojan, storage of all components, if required in a clean dry environment
- Installing the equipment outlined in the scope of Supply in accordance with contract drawings, Trojan's shop drawings, instructions and installation checklist.
- Supplying all conduits and conductors and components per the sites state regulations and components indicated as supplied by others,
- Completing the Checklist and returned at least two (2) weeks prior to date requested for commissioning.

WARRANTY

Trojan will warrant the equipment and parts for 3 years after start-up or 3.5 years after shipment, whichever comes first. Warranty does not cover labor and consumables. Refer to attached Terms and Conditions for additional details.

- UV lamps shall be warranted for 15,000 hours prorated after 9,000 hours.
- Lamp drivers shall be warranted for 10 years, prorated after 1 year.

SELLING PRICE

\$ 564,720 USD

Additional Cost Adder to build in the US \$121,400 USD

- Selling price does not include any duties or taxes that may be applicable.
- Freight included if destination is within North America.
- Incoterms 2002
- If UV System Start-up is required within 30 days of shipment, Trojan requires 95% payment unless agreed upon in writing before authorizing system Start-up.

PAYMENT TERMS AND MILESTONE BREAKDOWNS

Net 30 Days

- 30% upon Submittal Approval
- 60% upon Equipment Delivery
- 5% upon Equipment Installation or 90 Days after Delivery (whichever occurs first)
- 5% upon Performance Testing and Equipment acceptance

TERMS & CONDITIONS

Trojan appreciates the opportunity to submit this proposal. Our proposal is submitted subject to and based on our standard terms and conditions, which we have attached as part of our proposal. We respectfully reserve the opportunity to negotiate, fair and reasonable contract terms acceptable to both parties, if we are selected for this project



Terms and Conditions of Sale

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by the seller entity identified on the purchase order ("SELLER") and sold to the original purchaser thereof ("BUYER"). The term "SELLER" includes only SELLER, and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of SELLER and BUYER, these Terms & Conditions of Sale establish the rights, obligations and remedies of SELLER and BUYER which apply to this offer and any resulting order or contract for the sale of SELLER's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in SELLER's proposal, offer, order acknowledgment, packing slip, and/or invoice documents. The first of the following acts constitutes an acceptance of SELLER's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions of Sale: (i) BUYER's issuance of a purchase order document against SELLER's offer; (ii) acknowledgement of BUYER's order by SELLER; or (iii) commencement of any performance by SELLER pursuant to BUYER's order. Provisions contained in BUYER's purchase documents (including electronic commerce interfaces) that materially alter, add to, or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION AND RETURN: The whole or any part of this order may be cancelled only with the prior written consent of SELLER. If SELLER does consent to a cancellation, such consent will be given only upon payment of reasonable cancellation charges in an amount determined by SELLER. In addition, with respect to any Products returned on cancellation, BUYER will pay SELLER's cost of placing the returned Products in a saleable condition, sales expenses incurred by SELLER in connection with such returned Products, a reasonable restocking charge and freight costs incurred in connection with the original shipment and in connection with returning such Products to SELLER, all in such amounts as are advised to the BUYER by SELLER.

3. DELIVERY: Delivery will be accomplished EXW or CIP at the point of shipment (Incoterms 2020), unless otherwise expressly agreed between the parties. Legal title and risk of loss or damage pass to BUYER upon transfer to the first carrier, regardless of final destination and mode of transit. SELLER will use commercially reasonable efforts to deliver the Products ordered herein within SELLER's normal lead-time necessary for SELLER to deliver the Products sold hereunder. Products will be boxed or crated as determined appropriate by SELLER for protection against normal handling and there will be an extra charge to the BUYER for additional packaging required by the BUYER with respect to waterproofing or other added protection. BUYER has sole responsibility for off-loading, storage and handling of the Products at the site. Where Buyer is responsible for any delay in the delivery date or installation date, the earlier of the date of delivery or the date on which the Products are ready for shipment by SELLER may be treated as the delivery date for purposes of determining the time of payment of the purchase price. Moreover, BUYER will be responsible for reasonable storage and insurance expenses with respect to such Products. Should BUYER fail to effect pick-up of Product as previously agreed in a timely manner, SELLER may, at its discretion, assess reasonable storage charges to the account of BUYER.

4. INSPECTION: BUYER will promptly inspect and accept any Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, BUYER will promptly notify SELLER of such nonconformance in writing. SELLER will have a reasonable opportunity to repair or replace the nonconforming Product at its option. BUYER will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance for such Products unless a written notification pursuant to this paragraph is received by SELLER within thirty (30) days of delivery to BUYER destination on order.

5. PRICES & ORDER SIZES: Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory, or excise taxes; import or export duties; special financing fees; value added tax, income, or royalty taxes imposed outside the U.S. or Canada; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. BUYER will either pay any and all such charges or provide SELLER with acceptable exemption certificates, which obligation survives performance under this Contract. Installation, maintenance and any other services which relate to the Products are not included unless specifically set forth in the quotation. SELLER reserves the right to establish minimum order sizes and will advise BUYER accordingly. Any orders below the minimum order size are subject to a fee as set out by SELLER. If SELLER's delivery of Products surpasses one (1) year in length, then at least on an annual basis, or if changes to the Products are requested or needed, the parties shall conduct good faith discussions regarding changes to the prices for the Products, to reflect SELLER's increased costs for which SELLER shall be entitled to additional fair and appropriate compensation.

6. PAYMENTS: All payments must be made in agreed-to currency, normally Canadian or U.S. Dollars. Unless other payment terms are expressly set forth in the purchase order or otherwise required by the Seller, invoices are due and payable NET 30 DAYS from date of the invoice, without regard to delays for inspection or transportation, with payments to be made by check to SELLER at the address listed in the purchase order or by bank transfer to the account obtainable from SELLER's Accounts Receivable Manager. In the event payments are not made or not made in a timely manner, SELLER may, in addition to all other remedies provided at law, either: (a) declare BUYER's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge interest on the outstanding balance at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof that there is an outstanding balance plus applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; (f) pursue other collection efforts and recover all associated costs including reasonable attorney's fees; or (g) combine any of the above rights and remedies as is practicable and permitted by law. BUYER is prohibited from setting off any and all monies owed under this Contract from any other sums, whether liquidated or not, that are or may be due to the BUYER, which arise out of a different transaction with SELLER or any of its affiliates. Should BUYER's financial condition become unsatisfactory to SELLER in its discretion, SELLER may require payment in advance or other security. If BUYER fails to meet these requirements, SELLER may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due to SELLER. BUYER hereby grants SELLER a security interest in the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing, to secure payment in full of all amounts to Seller, which payment releases the security interest but only if such payment could not be considered an avoidable transfer under applicable laws. The security interest granted hereby constitutes a purchase money security interest under the applicable Uniform Commercial Code or Personal Property Security Act or other applicable law, and SELLER is authorized to make whatever registration or notification or take such other action as SELLER deems necessary or desirable to perfect such security interest. BUYER's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of BUYER, constitutes a default under this Contract and affords SELLER all of the remedies of a secured creditor under applicable law, as well as the remedies stated above for late payment or non-payment.

7. LIMITED WARRANTY: Unless specifically provided otherwise in SELLER's quotation, SELLER provides the following Limited Warranty. SELLER warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for Products is for a period of twelve (12) months from delivery. SELLER warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Products repaired or replaced are not covered by any warranty except to the extent repaired or replaced by SELLER, an authorized representative of SELLER, or under specific instructions by SELLER, in which cases, the Products will be covered under warranty up to the end of the warranty period applicable to the original Products. The above warranties do not include the cost of shipping and handling of returned items. Parts provided by SELLER in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by SELLER shall become the property of SELLER. No warranties are extended to consumable items such as, without limitation, light bulbs, and for normal wear and tear. All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded. The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price, as determined by SELLER in its sole discretion. This remedy will not be deemed to have failed of its essential purpose so long as SELLER is willing to provide such replacement, credit or refund. To make a warranty claim, BUYER must notify SELLER in writing within 5 days of discovery of the defect in question. This notification must include a description of the problem, a copy of the applicable operator's log, a copy of BUYER's maintenance record and any analytical results detailing the problem. Any warranty hereunder or performance guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly, and is in good working order, (b) all operations are consistent with SELLER recommendations, (c) operating conditions at the installation site have not materially changed and remain within anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). SELLER is responsible for and will defend, indemnify and hold harmless the BUYER Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to SELLER's breach of the Limited Warranty. BUYER is responsible for and will defend, indemnify and hold harmless SELLER Indemnified Parties against all losses, claims, expenses, or damages which may result from accident, injury, damage, or death due to the negligence or misuse or misapplication of any Products or the breach of any provision of this Contract by the BUYER or any third party affiliated or in privity with BUYER.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, SELLER will, with respect to any Products of SELLER's design or manufacture, indemnify BUYER from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. or Canadian patent (or European patent for Products that SELLER sells to BUYER for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to BUYER hereunder and from reasonable expenses incurred by BUYER in defense of such suit if SELLER does not undertake the defense thereof, provided that BUYER promptly notifies SELLER of such suit and offers SELLER either (i) full and exclusive control of the defense of such suit when Products of SELLER only are involved, or (ii) the right to participate in the defense of such suit when products other than those of SELLER are also involved. SELLER's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by SELLER's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, SELLER will, at its own expense and at its option, either procure for BUYER the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of SELLER for patent

infringement by the Products. Further, to the same extent as set forth in SELLER's above obligation to BUYER, BUYER agrees to defend, indemnify and hold harmless SELLER for patent infringement related to (x) any goods manufactured to the BUYER's design, (y) services provided in accordance with the BUYER's instructions, or (z) SELLER's Products when used in combination with any other devices, parts or software not provided by SELLER hereunder.

10. TRADEMARKS AND OTHER LABELS: BUYER agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE AND INTELLECTUAL PROPERTY: All licenses to SELLER's separately provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such express licenses and for all other software, SELLER grants BUYER only a personal, non-exclusive license to access and use the software provided by SELLER with Products purchased hereunder solely as necessary for BUYER to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which BUYER may use under the terms and conditions of the specific license under which the open source software is distributed. BUYER agrees that it will be bound by all such license agreements. Title to software remains with the applicable licensor(s). All SELLER contributions to the Products, the results of the services, and any other work designed or provided by SELLER hereunder may contain or result in statutory and non-statutory Intellectual Property, including but not limited to patentable subject matter or trade secrets; and all such Intellectual Property remains the sole property of SELLER; and BUYER shall not disclose (except to the extent inherently necessary during any resale of Product sold hereunder), disassemble, decompile, or any results of the Services, or any Products, or otherwise attempt to learn the underlying processes, source code, structure, algorithms, or ideas.

12. PROPRIETARY INFORMATION AND PRIVACY: "Proprietary Information" means any information, technical data, or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which SELLER considers proprietary, including but not limited to service and maintenance manuals. BUYER and its customers, employees, and agents will keep confidential all such Proprietary Information obtained directly or indirectly from SELLER and will not transfer or disclose it without SELLER's prior written consent, or use it for the manufacture, procurement, servicing, or calibration of Products or any similar products, or cause such products to be manufactured, serviced, or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains SELLER's property. No right or license is granted to BUYER or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of SELLER, except for the limited use licenses implied by law. In respect of personal data supplied by BUYER to SELLER, BUYER warrants that is duly authorized to submit and disclose these data, including but not limited to obtaining data subjects' informed consent. SELLER will manage BUYER's information and personal data in accordance with its Privacy Policy, a copy of which is available to Buyer upon request. In respect of other data and information that SELLER may receive in connection with BUYER's use of the Products including without limitation data that are captured by the Products and transmitted to SELLER, BUYER hereby grants SELLER a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data as needed for Product operation and maintenance, and to aggregate such data for use in an anonymous manner, solely to facilitate marketing, sales and R&D activities of SELLER and its affiliates.

13. SPECIAL TOOLS, DIES, JIGS, FIXTURES AND PATTERNS: Any tools, dies, jigs, fixtures, patterns and similar items which are included or required in connection with the manufacture and/or supply of the Products will remain the property of SELLER without credit to the BUYER. SELLER assumes the cost for maintenance and replacement of such items and shall have the right to discard and scrap any such item after it has been inactive for a minimum of one year, without credit to the BUYER.

14. CHANGES AND ADDITIONAL CHARGES: SELLER reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by BUYER unless agreed upon in writing before the Products' delivery date.

15. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by SELLER, BUYER agrees to permit prompt access to equipment. BUYER assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. BUYER is the operator and in full control of its premises, including those areas where SELLER employees or contractors are performing service, repair, and maintenance activities. BUYER will ensure that all necessary measures are taken for safety and security of working conditions, sites, and installations during the performance of any services. BUYER is the generator of any resulting wastes, including without limitation hazardous wastes. BUYER is solely responsible to arrange for the disposal of any wastes at its own expense. BUYER will, at its own expense, provide SELLER employees and contractors working on BUYER's premises with all information and training required under applicable safety compliance regulations and BUYER's policies. SELLER has no responsibility for the supervision or actions of BUYER's employees or contractors or for non-SELLER items (e.g., chemicals, equipment) and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such actions or items, or any other actions or items not under SELLER's control.

16. LIMITATIONS ON USE: BUYER will not use any Products for any purpose other than those identified in SELLER's catalogs and literature as intended uses. Unless SELLER has advised the BUYER in writing, in no event will BUYER use any Products in drugs, food additives, food, or cosmetics, or medical applications for humans or animals. In no event will BUYER use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. BUYER will not sell, transfer, export, or re-export any SELLER Products or technology for use in activities which involve the design, development, production, use, or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Products or technology in any facility which engages in activities relating to such weapons. Unless the "ship-to" address is in California, U.S.A., the Products are not intended for sale in California and may lack markings required by California Proposition 65; accordingly, unless BUYER has ordered Products specifying a California ship-to address, BUYER will not sell or deliver any SELLER Products for use in California. Any warranty granted by SELLER is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

17. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise expressly agreed, BUYER is responsible for obtaining any required export or import licenses necessary for Product delivery. BUYER will comply with all laws and regulations applicable to the installation or use of all Product, including applicable import and export control laws and regulations of the U.S., E.U., and any other country having proper jurisdiction, and will obtain all necessary export or import licenses in connection with any subsequent export, re-export, transfer, and use of all Product and technology delivered hereunder. BUYER will not sell, transfer, export, or re-export any SELLER Product or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical, or biological weapons or missiles, nor use SELLER Product or technology in any facility which engages in activities relating to such weapons. BUYER will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to BUYER's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). BUYER agrees that no payment of money or provision of anything of value will be offered, promised, paid, or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for BUYER or for SELLER, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of

obtaining business or any improper advantage, with respect to any of BUYER's activities related to this Contract. SELLER asks BUYER to "Speak Up!" if aware of any violation of law, regulation, or our Code of Conduct ("CoC") in relation to this Contract. See www.danaherintegrity.com and www.danaher.com/how-we-work/integrity-and-compliance for a copy of the CoC and for access to our Helpline portal.

18. RELATIONSHIP OF PARTIES: BUYER is not an agent or representative of SELLER and will not present itself as such under any circumstances, unless and to the extent it has been formally screened by SELLER's compliance department and received a separate duly-authorized letter from SELLER setting forth the scope and limitations of such authorization.

19. FORCE MAJEURE: SELLER is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control, including but not limited to Government embargoes, blockages, seizures or freezing of assets, delays, or refusals to grant an export or import license, or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to SELLER by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms, and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, SELLER may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

20. NON-ASSIGNMENT AND WAIVER: BUYER will not transfer or assign this Contract or any rights or interests hereunder without SELLER's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract, will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

21. FUNDS TRANSFERS: BUYER and SELLER both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new mailing or banking transfer instructions. To avoid this risk, BUYER must verbally confirm any new or changed mailing or banking transfer instructions by calling SELLER and speaking with SELLER's Accounts Receivable Manager before transferring any monies using the new instructions. Both parties agree that they will not institute mailing or banking transfer instruction changes and require immediate payment under the new instructions, but will instead provide a ten (10) day grace period to verify any mailing or banking transfer instruction changes before any new or outstanding payments are due using the new instructions.

22. LIMITATION OF LIABILITY: None of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees will be liable to BUYER under any circumstances for any special, treble, incidental, or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair, or replacement; lost profits, revenue, or opportunity; loss of use; losses resulting from or related to downtime of the Products or inaccurate measurements or reporting; the cost of substitute products; or claims of BUYER's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of SELLER, its successors-in-interest, assignees, affiliates, directors, officers, and employees arising out of the performance or nonperformance hereunder, or SELLER's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products, will in no circumstance exceed the amount actually paid to SELLER for Products delivered hereunder.

23. APPLICABLE LAW AND DISPUTE RESOLUTION: All issues relating to the construction, validity, interpretation, enforcement, and performance of this agreement and the rights and obligations of SELLER and the BUYER hereunder shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any provisions of the International Sale of Goods Act or any convention on contracts for the international sale of goods shall not be applicable to this agreement. The parties submit to and consent to the non-exclusive jurisdiction of courts located in the Province of Ontario.

24. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon SELLER unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of SELLER. SELLER rejects any additional or inconsistent Terms & Conditions of Sale offered by BUYER at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of SELLER's acceptance of BUYER's order for the described goods and services.

Terms and Conditions Covering Sales of Configured-to-Order Projects and Systems

In addition to all terms and conditions above, the following sections apply to sales of Configured-to-Order Projects, Systems, and the like:

101. PAYMENT.

101.1 Payments will be made per the schedule of payment events set forth in Seller's Quotation; provided that if the Start-Up Date (as defined below) is less than 30 days after the Acceptance Date, 90% of the purchase price is due on or before the Start-Up Date.

101.2. In the event that achievement of a scheduled payment event is delayed or suspended due to the Buyer's convenience or other reasons for which the Buyer or its representatives is responsible, such payment event will be deemed to have occurred and Seller shall be entitled to invoice Buyer as if achievement of such payment event had been achieved. In such circumstances, Buyer must notify Seller in writing of the reasons for the delay and anticipated duration of the delay. Seller will mark the Products (or parts thereof) as the Buyer's property and shall store the Products (or parts thereof) in a segregated area until actual delivery.

102. DELIVERY

102.1 SELLER will request the BUYER to provide a firm date for delivery of the Products to the project site (the "Delivery Date") which SELLER will then use to establish the production schedule for the Products. The Delivery Date will then be binding on the BUYER except for any changes made in accordance with the provisions below.

102.2 The BUYER can request a rescheduling of the Delivery Date on one occasion only by notifying SELLER in writing not less than four weeks prior to the scheduled Delivery Date. The BUYER may request that the Delivery Date be extended by a period up to six weeks, without penalty, but may not request that the Delivery Date be moved forward. The BUYER may also request that the Delivery Date be extended beyond a six-week period but, SELLER may not agree to such extension, beyond the maximum six-week extension period

102.3 SELLER may, in its sole discretion, agree to change the Delivery Date on more than one occasion or if less than four weeks' prior notice is provided of a requested change, but is under no obligation to do so.

102.4 SELLER reserves the right to reschedule the Delivery Date to a date prior to or subsequent to the scheduled Delivery Date in order to accommodate its shipping, production or other requirements. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide the BUYER or its representative with a minimum of 24 hours' notice of any such rescheduling.

102.5 Where any change to the Delivery Date is made at BUYER's request, for all purposes with respect to the warranty and payment provided by SELLER in connection with the Products, the initial Delivery Date will be considered to be the Delivery Date regardless of any change later made to the Delivery Date.

103. ACCEPTANCE

103.1 During the period between the Delivery Date and the Start-up Date, the BUYER shall prepare the Products and the project site for installation and start-up and, unless otherwise agreed in writing by an authorized representative of SELLER, shall complete acceptance testing with respect to the Products. The Products shall be deemed to be accepted on the earliest to occur of the following dates (the "Acceptance Date"): (a) that date on which the Products can function in either manual or automatic operation and provide disinfection in accordance with criteria specified in the Quotation, or (b) 60 days after the Delivery Date.

103.2 All amounts which remain owing by the BUYER for the Products, including any amount which is specified to be payable on the Acceptance Date, will be paid by the BUYER to SELLER within 30 days after the Acceptance Date, unless otherwise agreed in writing by an authorized representative of SELLER.

103.3 Written notification must be given by the BUYER to SELLER within seven days after the Acceptance Date listing any outstanding deficiencies with respect to the Products and SELLER will use all reasonable efforts to correct such deficiencies promptly.

104. START-UP

104.1 SELLER will request a firm date for start-up of the Equipment (the "Start-Up Date"). Trojan will then schedule its technician to be on-site for the Start-up Date. The Start-up Date is binding except for any changes made in accordance with the provisions below.

104.2 On the Start-up Date, BUYER must have the Equipment and site ready as provided in the Installation Preparation Checklist contained in the Contractor Installation Package sent to BUYER and must have paid all amounts then due and payable to SELLER.

104.3 BUYER can request a rescheduling of the Start-up Date by notifying SELLER in writing not less than three weeks prior to the Start-up Date. BUYER may request that the Start-up Date be extended but may not request that the Start-up Date be moved forward. SELLER requires a minimum extension period of two weeks between the existing Start-up Date and the requested new Start-up Date in order to reschedule its technician.

104.4 SELLER may, in its sole discretion, agree to reschedule the Start-up Date where a BUYER requests less than a two-week extension but is under no obligation to do so. In the event that SELLER does agree to less than a two-week extension or that BUYER requests more than two changes to the Start-up Date, BUYER will be charged an administration fee in an amount determined by SELLER.

104.5 SELLER reserves the right to reschedule the Start-up Date to a date which is prior to or subsequent to the scheduled Start-up Date in order to accommodate its resource availability. This right to reschedule will be applicable unless otherwise agreed in writing by an authorized officer of SELLER. SELLER will provide BUYER or its representative with a minimum of 72 hours' notice of any such change to the Start-up Date.

104.6 In the event that SELLER'S technician arrives at the project site and finds that the Equipment or the project site is not ready for start-up as defined in the Contractor Installation Package, or any amounts then due and payable to SELLER remain unpaid, BUYER may either:

(a) provided all amounts then due and payable to SELLER have been paid, issue a purchase order for all costs involved in having SELLER correct the deficiencies, or

(b) have SELLER'S technician leave the site and then reschedule the Start-up Date to a date when all deficiencies will be corrected, and the Equipment will be ready for start-up as defined in the Contractor Installation Package. If BUYER selects this option, the cost of rescheduling will be not less than a minimum amount specified by SELLER, with the final cost being determined by SELLER based on its costs and expenses incurred in connection with the rescheduling.



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:	Brent Detwiler	MEETING DATE:	October 6, 2022
AGENDA SECTION:	CONSENT	DEPARTMENT:	Engineering
TITLE OF ITEM, Presenter Name, Title:	Resolution in Support of a NSFLTP Grant Application by the City of Brevard and Henderson County to Construct the Ecusta Trail in Transylvania and Henderson Counties – <i>Brent Detwiler, City Engineer</i>		
<u>SUGGESTED MOTION(S):</u>	I move that City Council approve the resolution in support of a NSFLTP Grant Application by the City of Brevard and Henderson County to Construct the Ecusta Trail in Transylvania and Henderson Counties.		

SUMMARY:
The City of Brevard and Henderson County will be applying for a [Nationally Significant Federal Lands and Tribal Projects \(NSFLTP\) Program Grant](#) to provide funding for the construction of the Ecusta Trail in Transylvania and Henderson Counties. This is a resolution in support of their application.

BUDGET IMPACT: none

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

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

ATTACHMENTS: none

Resolution #R-22-127

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
IN SUPPORT OF AN APPLICATION BY THE CITY OF BREVARD AND HENDERSON
COUNTY FOR NSFLTP GRANT FUNDING TO CONSTRUCT THE ECUSTA TRAIL IN
TRANSYLVANIA AND HENDERSON COUNTIES**

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 equitable transportation opportunities as well as increased economic viability and community development; and

WHEREAS, the City Council of the City of Hendersonville adopted a resolution on April 5, 2012 supporting a regional recreational greenway along the Ecusta rail corridor to link the City of Hendersonville in Henderson County to the City of Brevard in Transylvania County and the Pisgah National Forest; and

WHEREAS, the City is investing in and pursuing further funding to reconnect the 7th Avenue community; an area where connections were previously severed through urban renewal programs and the construction of major highways; through streetscaping and a new greenway connection to the Ecusta Trail; and

WHEREAS, the United States Department of Transportation has established the Nationally Significant Federal Lands and Tribal Projects Program (NSFLTP) of The Fixing America's Surface Transportation Act (FAST Act) (Pub. L. 114-94, section 1123), providing funding for the construction, reconstruction, and rehabilitation of nationally-significant projects within, adjacent to, or accessing Federal and tribal lands; and

WHEREAS, a collaborative effort between the City of Brevard, the North Carolina Department of Transportation (NCDOT), Henderson County, Transylvania County, Friends of the Ecusta Trail, and other local stakeholders are producing a NSFLTP Grant Application to fund the construction of the Ecusta Trail in Transylvania and Henderson Counties; and

WHEREAS, the City Council of the City of Hendersonville feels that it is in the best interest of the citizens of Hendersonville to support and endorse said grant application; and

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

1. The City hereby fully supports and endorses an application by the City of Brevard and Henderson County for NSFLTP grant funding to construct the Ecusta Trail: A Multimodal Gateway to the Pisgah National Forest and the Blue Ridge Parkway; and
2. The City hopes that Secretary Pete Buttigieg and the US Department of Transportation will recognize the significance of this project and award this funding to enhance access to Pisgah National Forest and other opportunities for historically marginalized communities, create an equitable and healthy transportation system that works for everyone, promote creation of jobs and

economic opportunity, and transition to a more environmentally conscience network that prioritizes non-motorized users.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of October 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Brent Detwiler	MEETING DATE: October 6, 2022
AGENDA SECTION:	CONSENT	DEPARTMENT: Engineering
TITLE OF ITEM, Presenter Name, Title:	Resolution for the City of Hendersonville to Pursue a USDOT Reconnecting Communities Planning Grant – <i>Brent Detwiler, City Engineer</i>	

SUGGESTED MOTION(S): I move that City Council approve the resolution to submit an application to USDOT for a Reconnecting Communities Pilot Program Planning Grant to further study the Above the Mud project to engage the community, determine potential solutions, and develop cost estimates for project implementation.

SUMMARY:

This is a resolution for the City to apply for a planning grant through the USDOT Reconnecting Communities Pilot Program. The program emphasizes developing transportation connections in areas where connections were previously severed through urban renewal program and the construction of major highways. City staff has developed a preliminary project, “Above the Mud,” to reconnect the 7th Avenue area through streetscaping, a new greenway connection to the Ecusta Trail, and flood mitigation. Staff have requested letters of support from Henderson County and the City of Brevard to be submitted with the application. The grant application is due October 13, 2022.

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: none

Resolution #R-22-128

**RESOLUTION FOR THE CITY OF HENDERSONVILLE TO PURSUE A USDOT
RECONNECTING COMMUNITIES PLANNING GRANT**

WHEREAS, the USDOT has issued a Notice of Funding Opportunity for the Reconnecting Communities Pilot Program; and

WHEREAS, the Reconnecting Communities Pilot Program emphasizes developing transportation connections in areas where connections were previously severed through urban renewal program and the construction of major highways; and

WHEREAS, the Reconnecting Communities Pilot Programs offers planning grants to assist with further community engagement, project development, and cost estimations with an 80% federal share; and

WHEREAS, the City of Hendersonville’s Comprehensive Plan has noted the need for additional connectivity between 7th Avenue and Downtown Hendersonville; and

WHEREAS, the area around 7th Avenue was disconnected from much of the rest of the City by the construction of US 64; and

WHEREAS, City staff has developed a preliminary project, “Above the Mud,” to reconnect the 7th Avenue area through streetscaping, a new greenway connection to the Ecusta Trail, and flood mitigation;

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

1. The City shall submit an application to USDOT for a Reconnecting Communities Pilot Program Planning Grant to further study the Above the Mud project to engage the community, determine potential solutions, and develop cost estimates for project implementation; and
2. The City hopes that Secretary Pete Buttigieg and the US Department of Transportation will recognize the significance of this project and award funding to complete the planning effort.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of October 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form: _____Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Adam Steurer	MEETING DATE:	October 6, 2022
AGENDA SECTION:	Consent Agenda	DEPARTMENT:	Utilities
TITLE OF ITEM:	Purchase of Pipe, Fittings, Valves, and Materials for the WWTF Ultraviolet Disinfection Improvements Project – <i>Adam Steurer, Utilities Engineer</i>		

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City of Hendersonville to purchase materials for the WWTF Ultraviolet Improvements Project.

SUMMARY:

Due to extended lead times on ductile iron pipe, fittings, valves, and other materials required for the WWTF Ultraviolet Improvements Project, Staff is recommending that the City purchase these materials directly to expedite the construction of the project and save on contractor mark-up. Construction of the project will be formally bid in the coming months.

Formal bids for the materials were due September 13, 2022, however the minimum number of bids to open were not received. Therefore, the due date was extended, and bids were opened September 26, 2022. A bid tabulation is attached. Staff is recommending purchasing the water materials from Ferguson Enterprises, LLC, the lowest responsive and responsible bidder.

BUDGET IMPACT: \$469,265.75 plus applicable sales tax

Is this expenditure approved in the current fiscal year budget? Yes, project is funded through a CPO.

If no, describe how it will be funded.

ATTACHMENTS:

1. Resolution By the City of Hendersonville to Purchase Materials for the WWTF Ultraviolet Disinfection Improvements Project
2. Bid Tabulation

**RESOLUTION BY THE CITY OF HENDERSONVILLE TO PURCHASE MATERIALS
FOR THE WWTF ULTRAVIOLET DISINFECTION IMPROVEMENTS PROJECT**

WHEREAS, the Water and Sewer Department has solicited bids in an effort to hire a reputable and responsible Vendor to provide the necessary pipe, fittings, valves, and materials for the WWTF Ultraviolet Improvements Project ('Project'); and

WHEREAS, Ferguson Enterprises, LLC submitted the lowest price proposal, and is a responsible bidder; and

WHEREAS, the Water and Sewer Department is recommending purchasing the necessary materials for the Project from Ferguson Enterprises, LLC; and

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

1. The purchase of materials for the Project is awarded to Ferguson Enterprises, LLC in the amount of \$ 469,265.75 plus applicable sales tax.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of October, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

_____, Angela L. Reece, City Clerk

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

City of Hendersonville
WWTF Ultraviolet Disinfection Improvements - Pipe, Fittings, Valves, and Materials Purchase
NCDEQ DWI Project No.: SRP-W-ARP-0031
Bid Tabulation - Bids Opened September 26, 2022 10:00AM

				Ferguson Enterprises, LLC Asheville, NC		
ITEM	ITEM DESCRIPTION	UNITS	EST. QTY	UNIT PRICE	EXTENDED PRICE	ESTIMATED LEAD TIME (weeks)
1	36" CL250 FL x PE DIP, 8'-0" Length, Gauged Full Length (GFL), Asphaltic Coated, Cement Lined	EA	1	\$ 14,794.02	\$ 14,794.02	42-46 weeks
2	36" CL250 Fastite Joint Pipe, Gauged Full Length, Asphaltic Coated, Cement Lined, 20-ft Nominal Laying Length (Full Stick)	LF	80	\$ 397.94	\$ 31,835.20	54-60 weeks
3	36" MJ AWWA C153 Cap	EA	1	\$ 5,119.05	\$ 5,119.05	44-50 weeks
4	36" MJ AWWA C153 Plug	EA	1	\$ 6,816.33	\$ 6,816.33	44-50 weeks
5	36" x 36" MJ AWWA C153 Tee	EA	3	\$ 18,443.60	\$ 55,330.80	44-50 weeks
6	36" MJ AWWA C110 Solid Sleeve	EA	4	\$ 7,024.88	\$ 28,099.52	44-50 weeks
7	36" Restrained Flange Coupling Adapter	EA	1	\$ 4,130.90	\$ 4,130.90	36-44 weeks
8	36" Megalug Mechanical Joint Restraint with Bolt and Gasket Kit	EA	30	\$ 1,764.50	\$ 52,935.00	38-44 weeks
9	36" MJ AWWA Butterfly Valve, Class 150B, with Buriable Worm Gear Actuator and 2" Square Operating Nut	EA	4	\$ 39,518.71	\$ 158,074.84	56-62 weeks
10	36" MJ AWWA Butterfly Valve, Class 150B, with Motor Operated Actuator, 120V, single-phase, 60 Hz, Class B Duty (Inching/Positioning) Actuator, with Floorstand	EA	2	\$ 49,348.85	\$ 98,697.70	65-62 weeks
11	6" FL x PE DIP, 3'-0" Length, Factory-Applied Epoxy Coating, Cement Lined	EA	2	\$ 465.19	\$ 930.38	42-46 weeks
12	6" FL x FL DIP, 3'-8" Length, Factory-Applied Epoxy Coating, Cement Lined	EA	1	\$ 799.19	\$ 799.19	44-46 weeks
13	6" FL x PE DIP, 6'-0" Length, Factory-Applied Epoxy Coating, Cement Lined	EA	1	\$ 676.90	\$ 676.90	44-46 weeks
14	6" FL x PE DIP, 12'-0" Length, Factory-Applied Epoxy Coating, Cement Lined	EA	1	\$ 1,100.33	\$ 1,100.33	44-46 weeks
15	6" Restrained Joint DIP, Asphaltic Coated, Cement Lined, 20-ft Nominal Laying Length (Full Stick)	LF	100	\$ 26.82	\$ 2,682.00	52-56 weeks
16	6" x 6" FL Tee, Factory-Applied Epoxy Coating, Cement Lined	EA	1	\$ 424.80	\$ 424.80	17-25 weeks
17	6" FL 90° Bend, Short Radius, Factory-Applied Epoxy Coating, Cement Lined	EA	2	\$ 328.45	\$ 656.90	17-25 weeks
18	6" Restrained Flange Coupling Adapter	EA	3	\$ 479.73	\$ 1,439.19	16-20 weeks
19	6" MJ AWWA C153 90° Bend, Short Radius, Asphaltic Coated, Cement Lined	EA	4	\$ 151.41	\$ 605.64	20-26 weeks
20	6" MJ AWWA C153 Solid Sleeve	EA	2	\$ 132.94	\$ 265.88	20-26 weeks
21	6" x 3" MJ AWWA C153 Reducer	EA	1	\$ 89.38	\$ 89.38	20-26 weeks
22	4" x 3" MJ AWWA C153 Reducer	EA	1	\$ 89.38	\$ 89.38	20-26 weeks
23	6" Megalug Mechanical Joint Restraint with Bolt and Gasket Kit	EA	15	\$ 64.06	\$ 960.90	38-44 weeks
24	4" Megalug Mechanical Joint Restraint with Bolt and Gasket Kit	EA	1	\$ 47.36	\$ 47.36	38-44 weeks
25	3" Megalug Mechanical Joint Restraint for PVC Pipe with MJxIPS Transition Gasket and Bolt Kit	EA	2	\$ 51.70	\$ 103.40	4-8 weeks
26	6" FL AWWA C515 Gate Valve, Non-Rising Stem, Handwheel Operator, Factory-Applied Fusion Bonded Epoxy Coating	EA	2	\$ 857.48	\$ 1,714.96	26-30 weeks
27	6" MJ AWWA C515 Gate Valve, Buried Nut Operator, Factory-Applied Fusion Bonded Epoxy Coating	EA	1	\$ 845.80	\$ 845.80	2-4 days
TOTAL BASE BID (Sum of Extended Price for Items 1 - 27 Above)				\$	469,265.75	

1. Italized extended price on Item 23 indicates a discrepancy between the multiplication of unit price and estimated quantity resolved in the favor of unit price.

2. Sales tax is not included in the bid price

at any one time is 8 tons/16,000 lbs. This is regulated by the State and Federal government. The current bid price is \$2,103 per ton delivered, and this price is good until 12/31/2022. The volatile market is continuing at this time. The City also has much email documentation regarding extensive market volatility and price increases over the past year. Due to the cost escalation in the current market, chlorine costs are now exceeding formal bid thresholds. Costs have nearly quadrupled over the past year. Therefore, we are seeking council approval to continue use of JCI Jones Chemicals – although this does not follow formal bid policy – in order to ensure that we are able to consistently source this chemical safely and to ensure effective operation of our facilities.

BUDGET IMPACT: \$110,000.00

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

ATTACHMENTS:

Resolution

Resolution #R-22-130

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

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

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

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

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

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

WHEREAS, Overall, there are no other viable options other than JCI Jones Chemical (out of Charlotte, NC) who can provide chlorine gas in the ton containers and in the volume the City requires for water treatment disinfection at the City's 12 million per gallon a day rated water treatment facility. The City uses 2000 lb. cylinders and one ton will last about 10 days. The City's maximum allowed facility storage amount at any one time is 8 tons/16,000 lbs. This is regulated by the State and Federal government. The current bid price is \$2,103 per ton delivered, and this price is good until 12/31/2022. The volatile market is continuing at this time. The City also has much email documentation regarding extensive market volatility and price increases over the past year. Due to the cost escalation in the current market, chlorine costs are now exceeding formal bid thresholds. Costs have nearly quadrupled over the past year. Therefore, we are seeking council approval to continue use of JCI Jones Chemicals – although this does not follow formal bid policy – in order to ensure that we are able to consistently source this chemical safely and to ensure effective operation of our facilities; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that the City's Water Treatment Plant is authorized to continue to utilize JCI Chemical as the source for Chlorine.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of October, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Proclamation

American Pharmacists Month 2022

WHEREAS, pharmacy is one of the oldest of the health professions devoted to maintaining the health and well-being of all people; and

WHEREAS, the Wingate University School of Pharmacy – Hendersonville NC Campus -contributes to over 300,000 licensed pharmacists in the United States who provide services to assure the rational and safe use of all medications; and

WHEREAS, the use of medication, as a cost-effective alternative to more expensive medical procedures, is becoming a major force in moderating overall health care costs; and

WHEREAS, today's powerful medications require greater attention regarding the way they are used by different patient population groups - both clinically and demographically; and

WHEREAS, it is important that all users of prescription and nonprescription medications, and/or their caregivers, be knowledgeable about and share responsibility for their own drug therapy; and

WHEREAS, pharmacists provide patients with expertise, knowledge and accessibility, all crucial factors to support improvement in our nation's public health and have helped to combat the COVID-19 pandemic over the past two years; and

WHEREAS, Pharmacists are utilized to the full capacity of their license with recent expansions in practice to include prescribing and providing oral contraceptives, long acting injectables, nicotine replacement products and continue to have a broadening role in improving access to high quality healthcare; and

WHEREAS, Pharmacists are best positioned to be the health care professionals to help patients improve adherence to their medication and provide patient care services that ensure optimal medication therapy outcomes; and

WHEREAS, The City of Hendersonville is honored to have the students of Wingate University School of Pharmacy as they enjoy the state-of-the-art facility to further their education in Hendersonville, a place they can call home, and to express our appreciation for fulfilling their mission to give back and serve this community with both student pharmacists and pharmacy graduates.

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville, do hereby proclaim October, 2022,
as

“American Pharmacists Month”

in the City of Hendersonville and commend its observance to all citizens.

PROCLAIMED this 6th day of October 2022.

Seal

Barbara G. Volk, Mayor
City of Hendersonville

Attest:

Angela Reece, City Clerk

Proclamation

15th Anniversary of the Hands On! Children’s Museum

HENDERSONVILLE, NORTH CAROLINA

WHEREAS, the board of directions, staff, volunteers, and children of Hendersonville and western North Carolina celebrate the 15th Anniversary of Hands On! Children’s Museum; and

WHEREAS, the children’s museum has served over 500,000 people throughout western North Carolina since opening its doors of discovery and wonder in 2007, contributing significantly to the economic impact of Hendersonville tourism and quality of life for families with children; and

WHEREAS, in 2017 the children’s museum in partnership with the community, developed a collective vision to expand the children’s museum’s physical presence and its educational programs and exhibit offerings and in 2021 the children’ museum and the City of Hendersonville established a public-private partnership to develop the People’s Museum and Walk of Fame, a celebration of the culture and history of Black, Indigenous, and People of Color through inclusive learning experiences; and

WHEREAS, after completing a fundraising campaign, the children’s museum broke ground in 2021 for a major facility renovation and expansion to develop a world-class 13,000 square-foot museum experience for the children of Hendersonville and western North Carolina. The museum successfully completed its renovation and expansion in 2022, reopening its doors to the community with record museum attendance and participation in STEM and Arts programming; and

WHEREAS, the Hands On! Children’s Museum is an integral part of Henderson County’s nonprofit network – inspiring learners of all ages to realize their full potential in the areas of STEM, Art, Literacy, History, and Culture through interactive learning experiences; and

NOW, THEREFORE, I, Barbara G. Volk, Mayor of the City Council of the City of Hendersonville do hereby recognize the HANDS ON! CHILDREN’S MUSUEM on the occasion of their 15th anniversary, for their many years of service to the community and I thank them for their commitment to make our city a great place to live, work, and play.

PROCLAIMED this 6th day of October 2022

Seal

Barbara G. Volk, Mayor
City of Hendersonville

Attest:

Angela Reece, City Clerk

Proclamation

Fire Prevention Week 2022

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

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

WHEREAS, home fires killed more than 2,580 people in the United States in 2020, according to the National Fire Protection Association (NFPA), and fire departments in the United States responded to 356,500 home fires; and

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

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half and Hendersonville's residents should be sure everyone in the home understands the sounds of the alarms and knows how to respond; and

WHEREAS, Hendersonville's residents who have planned and practiced a home fire escape plan are more prepared and are therefore more likely to survive a fire; residents should practice their home fire escape drill at least twice a year, during the day and at night; and

WHEREAS, Hendersonville's residents will make sure their smoke and CO alarms meet the needs of all their family members, including those with sensory or physical disabilities; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half and should be installed in every sleeping room, outside each separate sleeping area, and on every level of the home; when the smoke alarm sounds, every occupant of the home should respond by going outside immediately to the designated meeting place; and

WHEREAS, Hendersonville's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; our residents are responsive to public education measures and can take action to increase their safety from fire, especially in their homes; and

WHEREAS, the 2022 Fire Prevention Week theme, "Fire won't wait. Plan your escape," works to educate everyone about simple but important actions they can take, including preparing a home fire escape plan, to keep themselves and those around them safe from home fires.

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville, do hereby proclaim October 9-15, 2022, as

"Fire Prevention Week"

in the City of Hendersonville and I urge all citizens to plan and practice a home fire escape and to support the many public safety activities and efforts of the City of Hendersonville and surrounding area fire and emergency services.

PROCLAIMED this 6th day of October 2022.

Seal

Barbara G. Volk, Mayor
City of Hendersonville

Attest:

City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jamie Carpenter, Downtown Manager **MEETING DATE:** October 6, 2022

AGENDA SECTION: PRESENTATION **DEPARTMENT:** Community Development

TITLE OF ITEM: Special Event Policy & Fee Update *Jamie Carpenter, Downtown Manager*

SUGGESTED MOTION(S):

None

SUMMARY:

The Special Event committee has spent the past year reviewing and discussing changes needed on the special event policy and fee schedule. The proposed updates reflect the financial cost incurred by the city to provide services required to make events safe for the public to enjoy, as well as updates to the policy regarding public safety and logistics.

The committee is seeking feedback from city council regarding the proposed updates, with an adoption of the policy and updated fee schedule in early 2023.

BUDGET IMPACT: NA

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

If no, describe how it will be funded.

ATTACHMENTS:

None

ATTACHMENTS:	<ol style="list-style-type: none">1. Ordinance2. Signed Certificate of Sufficiency3. Signed Resolution setting public hearing4. Annexation Plat5. Typed legal description6. GIS map7. Annexation Applications8. Deeds9. Newspaper noticing proof

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 Numbers: 9559-96-0225, 9559-86-9361, and 9559-86-9317
2509, 2511, & 2513 Haywood Road (File# C22-78-ANX)

WHEREAS, The City of Hendersonville has been petitioned by Elizabeth Cantrell, Timothy & Lisa Clubb, and Robin Kay Riley (formerly known as Robin R. Chandler, 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 6th day of October 2022, after due notice by publication as provided by law on September 25, 2022 and October 2nd, 2022; 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 6th day of October 2022.

Being all of that real property shown on that annexation plat recorded on Book 2022 at Page _____ of the Henderson County Registry [to be inserted at recording], and being also all of that real property described in deed of record in Deed Book 1659; pages 490 (4), Deed Book 1688; pages 548 (5), and Deed Book 1036; pages 541 (4) of the Henderson County Registry, and being described by metes and bounds as follows:

PARCEL A - PIN 9559-86-9317

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

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

PARCEL B - PIN 9559-86-9361

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

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

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

PARCEL C - PIN 9559-96-0225

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

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

- 2: Upon and after the sixth day of October 2022, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.

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

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, a Notary Public in Henderson County, State of North Carolina, do hereby certify that Barbara G. Volk in her capacity of Mayor of the City of Hendersonville, and Angela L. Reece, in her capacity of City Clerk personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 2022.

My commission expires: _____

CERTIFICATE OF SUFFICIENCY

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

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

1. A petition has been received for contiguous annexation of property consisting of +/- 0.843 acres located on Haywood Road in Hendersonville, NC, being tax parcel PINs 9559-96-0225, 9559-86-9361, and 9559-86-9317, and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."
2. An investigation has been completed as required by N.C.G.S. § 160A-31 of the Petition for compliance with the requirements of N.C.G.S. § 160A-31.

Based upon this investigation, I find that

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

Having made the findings stated above, I hereby certify the Petition appears to be valid.

In witness hereof, I have set my hand and the City Seal on this the 26th day of August 2022.

(City Seal)




 Angela L. Reece, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

PARCEL A - PIN 9559-86-9317

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

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

PARCEL B - PIN 9559-86-9361

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

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

PARCEL C - PIN 9559-96-0225

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

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

Resolution #R-22-99

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

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

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

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. October 6th, 2022, or as soon thereafter as it may be heard.

Section 2. The area proposed for annexation is described as follows:

BEING all of that real property consisting of PINs 9559-96-0225, 9559-86-9361, and 9559-86-9317 described in the plat recorded in Book 2022 - ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9559-96-0225, 9559-86-9361, and 9559-86-9317 being described by metes and bounds as follows:

PARCEL A - PIN 9559-86-9317

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

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

PARCEL B - PIN 9559-86-9361

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

PARCEL C - PIN 9559-96-0225

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

HENDERSONVILLE N40°00'00"W 75.00' TO THE SOUTHWEST CORNER OF LOT 8, COMMON CORNER OF LOTS 8, 9, 40, & 41; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONVILLE AND WITH THE COMMON LINE OF LOTS 8 & 9 N42°15'00"E 160.00' TO THE POINT OF BEGINNING.

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

Re: Petition for Contiguous Annexation

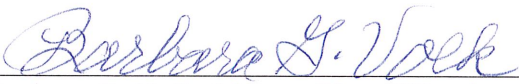
Petitioners: Elizabeth Cantrell, Timothy & Lisa Clubb, Robin Kay Riley (formerly known as Robin R Chandler)

File No. C22-78-ANX

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.

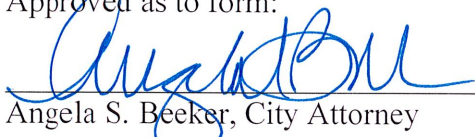
Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of September, 2022.

Attest:


Barbara G. Volk, Mayor, City of Hendersonville


Angela L. Reece, City Clerk

Approved as to form:

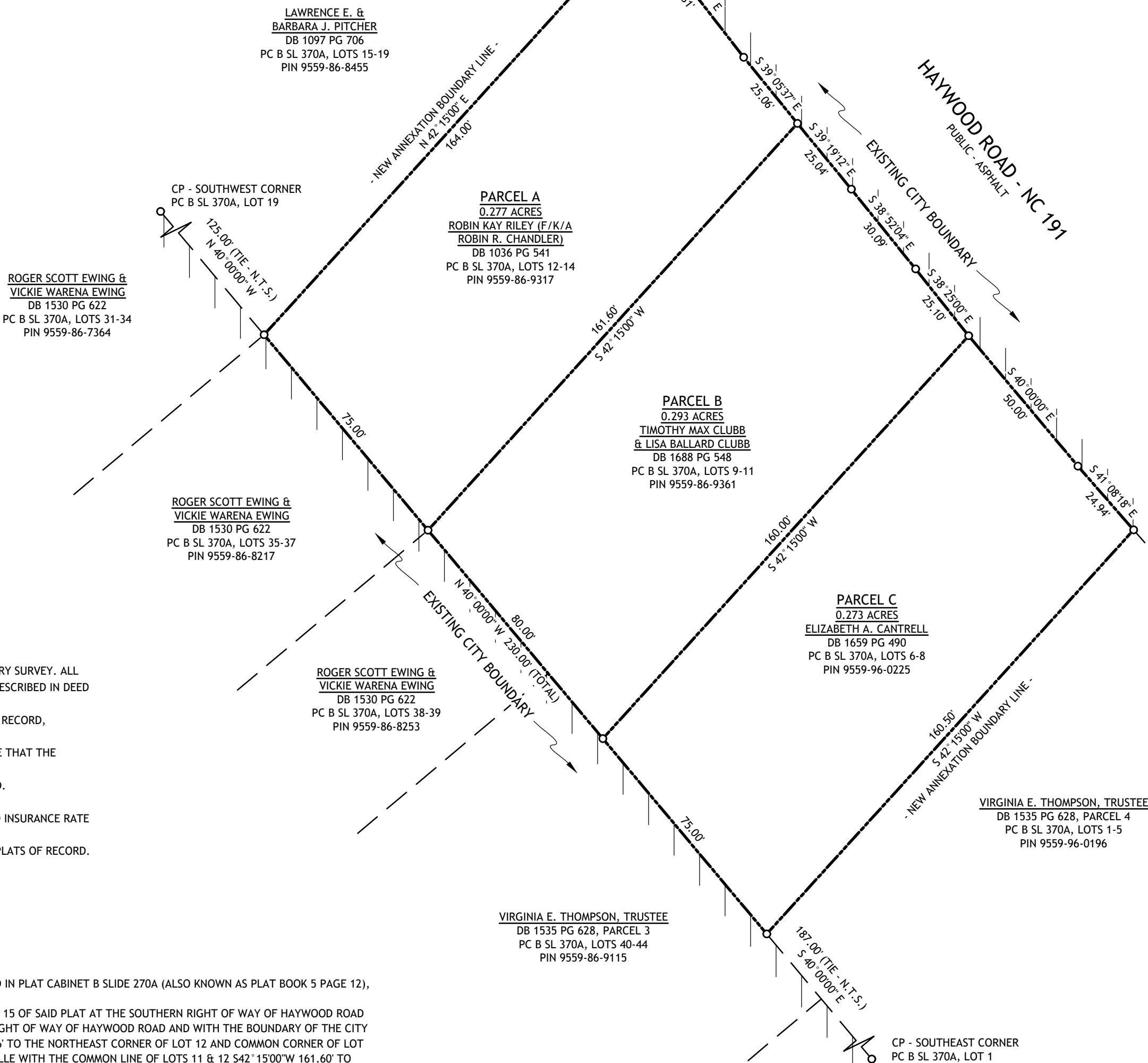

Angela S. Becker, City Attorney

LEGEND & ABBREVIATIONS

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

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

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



NOTES

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

ANNEXATION LEGAL DESCRIPTIONS

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

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

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

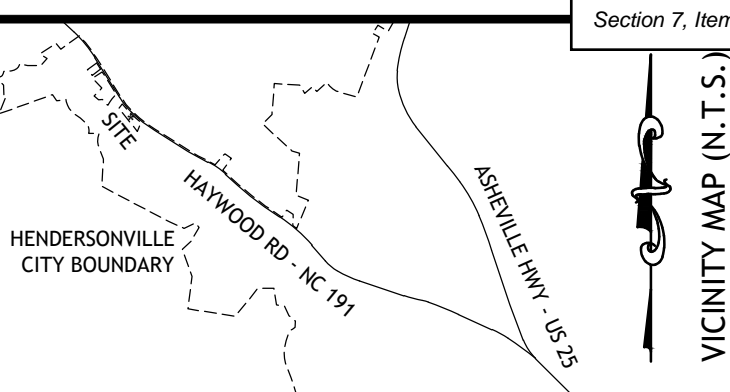
PURPOSE STATEMENT

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

TOTAL AREA OF ANNEXATION

0.843 ACRES

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



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

DULY ADOPTED (ANNEXATION ORDINANCE _____)

THIS THE ____ DAY OF _____, 2022.

PRELIMINARY

ANGELA L. REECE, CITY CLERK

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

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

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

THIS DATE _____

PRELIMINARY

ALEX DANIEL WARD, PLS L-5272

REFERENCES

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

REVISIONS

NO.	DATE	DESCRIPTION	BY

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

ANNEXATION PLAT TO THE:
CITY OF HENDERSONVILLE

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

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



PISGAH SURVEYING, PLLC

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

SCALE: 0 30 60 90
1" = 30'



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

 Subject Property
 Hendersonville City Limits





**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

100 N. King Street, Hendersonville, NC 28792

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

www.hendersonvillenc.gov

Petition Requesting Annexation

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

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

A. Property Information

PIN(s): 9559960225

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

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

Is the property within the ETJ? ☒ Yes ☐ No

Reason for Annexation: Sanitary Sewer Connection

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

B. Applicant Contact Information

Elizabeth Cantrell
 * Printed Applicant Name

8-4-2022
 Date

 Printed Company Name (if applicable)

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership

☐ Other: _____

Elizabeth Cantrell
 Applicant Signature

 Applicant Title (if applicable)

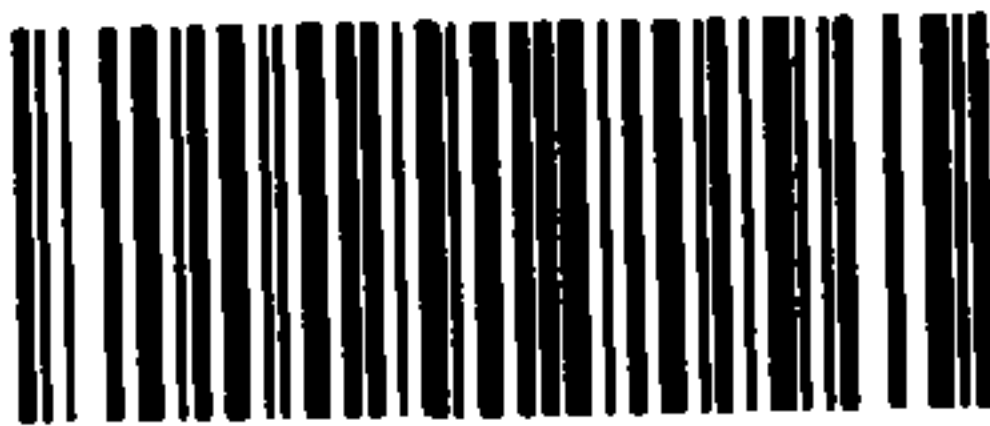
2509 Haywood Rd
 Address of Applicant

Hendersonville
 City, State, and Zip Code

Hendersonville NC 28791
 Telephone

828 329 2213
 Email

Libby Cantrell - 40 @ YAHOO.COM



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

[Signature]

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

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ 270.00

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

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

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

Brief description for the Index: _____

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

GRANTOR

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

GRANTEE

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

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

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

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

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____ page _____.
All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of a Grantor.
A map showing the above described property is recorded in Plat Book 5 page 12.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:
Restrictive covenants recorded in Book 417, Page 49, Henderson County Registry.

Book 1659
Page 491

Easements and Restrictions of record.

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

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

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

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

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

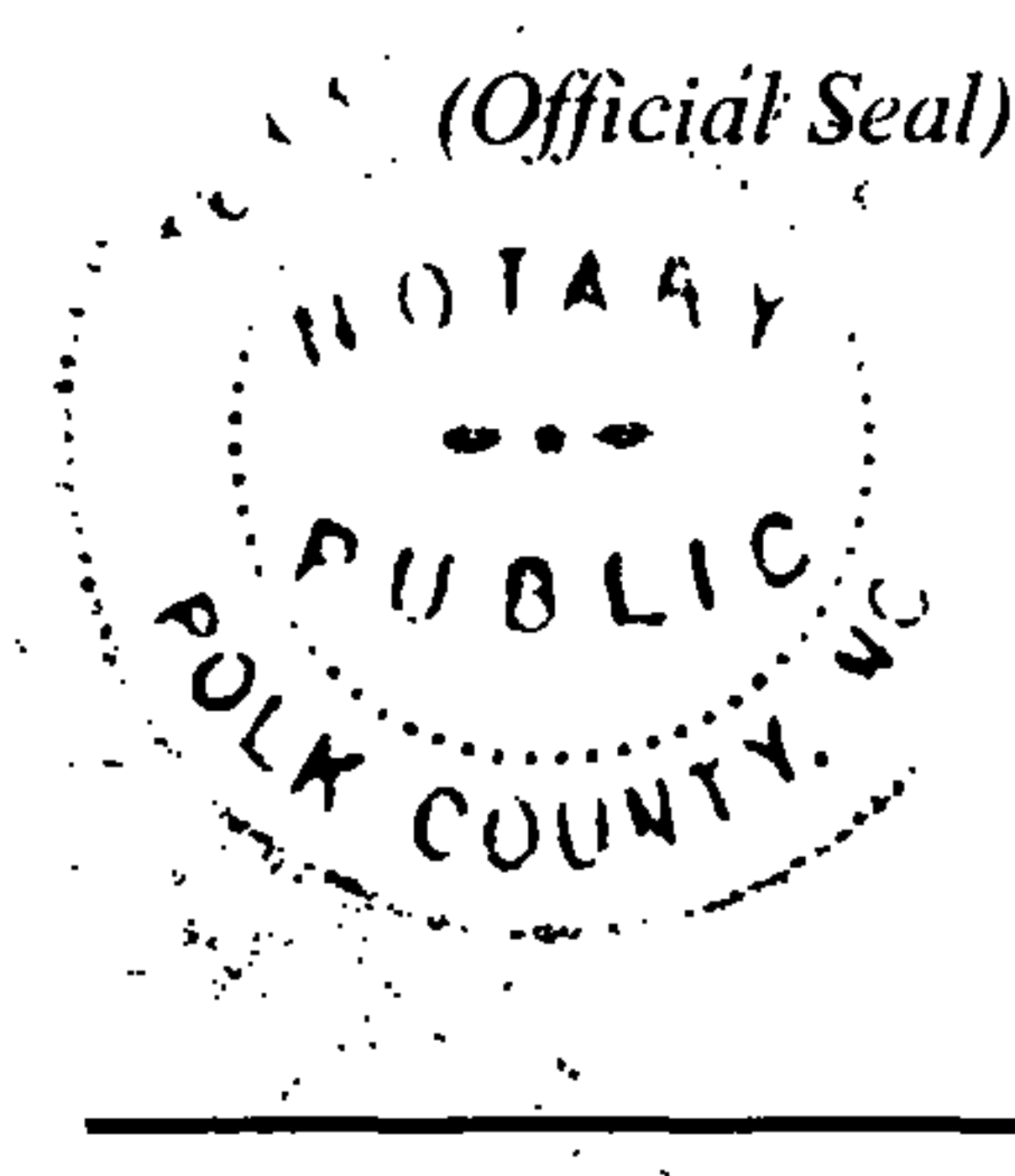
My Commission Expires: _____ (Affix Seal)	_____ Notary Public Notary's Printed or Typed Name
----------------------------------------------	----------------------------------------------------------

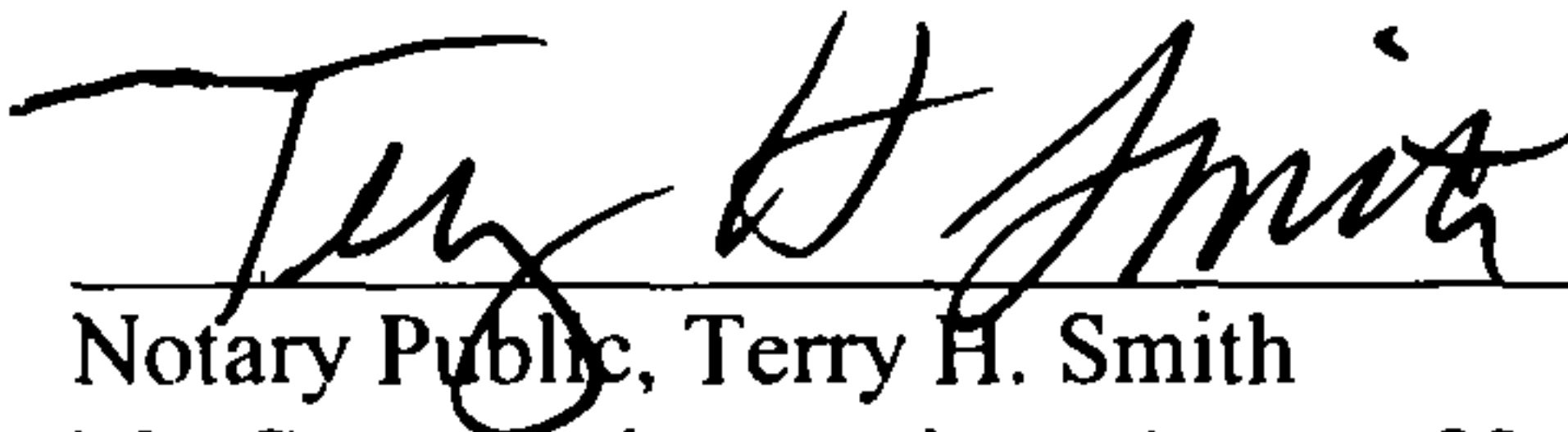
State of _____ - County or City of _____
I, the undersigned Notary Public of the County or City of _____ and State aforesaid, certify that
_____ personally came before me this day and acknowledged that
he is the _____ of _____, a North Carolina or
_____ corporation/limited liability company/general partnership/limited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

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

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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





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

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

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

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

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

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



**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

100 N. King Street, Hendersonville, NC 28792

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

www.hendersonvillenc.gov

Petition Requesting Annexation

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

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

A. Property Information

PIN(s): 9559869361

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

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

Is the property within the ETJ? ☒ Yes ☐ No

Reason for Annexation: Sanitary Sewer Connection

Office Use:

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

B. Applicant Contact Information

Tim Clubb
* Printed Applicant Name

7/31/22
Date

Printed Company Name (if applicable)

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership

☒ Other: SELF


Applicant Signature

Applicant Title (if applicable)

10 KNOX DRIVE
Address of Applicant

FLETCHER, NC 28732
City, State, and Zip Code

828-777-8463
Telephone

TimC826@gmail.com
Email



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

Petition Requesting Annexation

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

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

A. Property Information

PIN(s): 95598699361

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

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

Is the property within the ETJ? ☒ Yes ☐ No

Reason for Annexation: Sanitary Sewer Connection

B. Applicant Contact Information

Lisa Ballard Clubb
* Printed Applicant Name

8-13-22
Date

Printed Company Name (if applicable)

☐ Corporation

☐ Limited Liability Company

☐ Trust

☐ Partnership

☐ Other: _____

Lisa Ballard Clubb
Applicant Signature

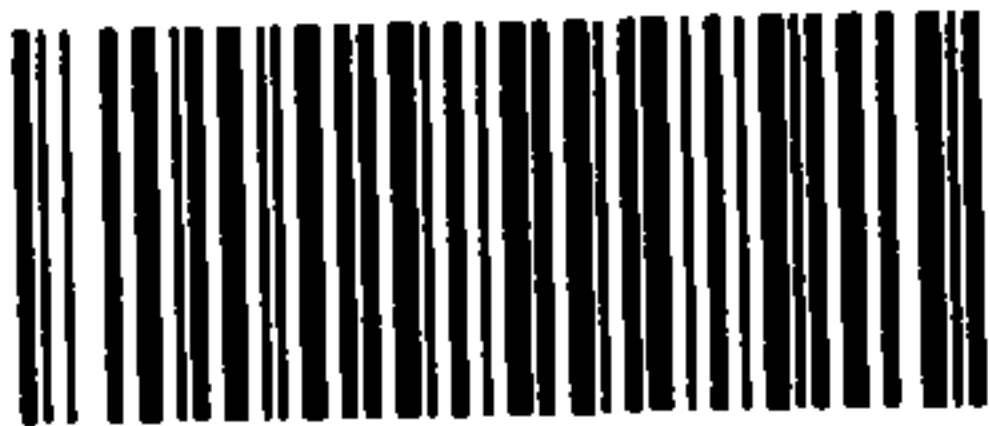
Applicant Title (if applicable)

2511 Haywood Road
Address of Applicant

Hendersonville, NC 28791
City, State, and Zip Code

828691-0826
Telephone

TLCLUBB@charter.net
Email



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

AJ

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

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$**230**

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

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

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

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

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

GRANTOR

GRANTEE

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

TIMOTHY MAX CLUBB and wife, LISA BALLARD CLUBB

Mailing Address:
3 NEWCROSS SOUTH
ASHEVILLE, NC 28805

Mailing Address:
2511 Haywood Road
Hendersonville, NC 28791

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

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

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

SEE ATTACHED EXHIBIT A

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

WHEREAS, her Last Will and Testament was duly admitted to probate in Henderson County File No. 16E719, and

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

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

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

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 400 at Page 545, HENDERSON County Registry.

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

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

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to 2016 Henderson County ad valorem taxes.
Subject to Restrictions, Easements, and Rights of Way of Record.

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

Teresa Linder

(SEAL)

TERESA LINDER

Teresa L. Linder

(SEAL)

TERESA LINDER, co-executor

Frank L Linder

(SEAL)

FRANK LEE LINDER

Geraldine Johnson

(SEAL)

GERALDINE JOHNSON

Geraldine Johnson

(SEAL)

GERALDINE JOHNSON, executor

Jay Edwin Johnson

(SEAL)

JAY EDWIN JOHNSON

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

My Commission Expires: 3/27/18

[Affix Notarial Seal]

State of North Carolina, County of Henderson

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

My Commission Expires: 3/27/18

[Affix Notarial Seal]

State of North Carolina, County of Henderson

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

My Commission Expires: 3/27/18

[Affix Notarial Seal]

State of North Carolina, County of Henderson

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

My Commission Expires: 3/27/18

[Affix Notarial Seal]

State of North Carolina, County of Henderson

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

My Commission Expires: 3/27/18

[Affix Notarial Seal]

State of North Carolina, County of Henderson

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

State of South Carolina County of Florence

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

My Commission Expires: 9-01-2019

Jackson Stone
Notary Public
Print Notary Name: Jackson Stone



[Affix Notarial Seal]

State of South Carolina, County of Florence

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

My Commission Expires: 9-01-2019

Jackson Stone
Notary Public
Print Notary Name: Jackson Stone

[Affix Notarial Seal]

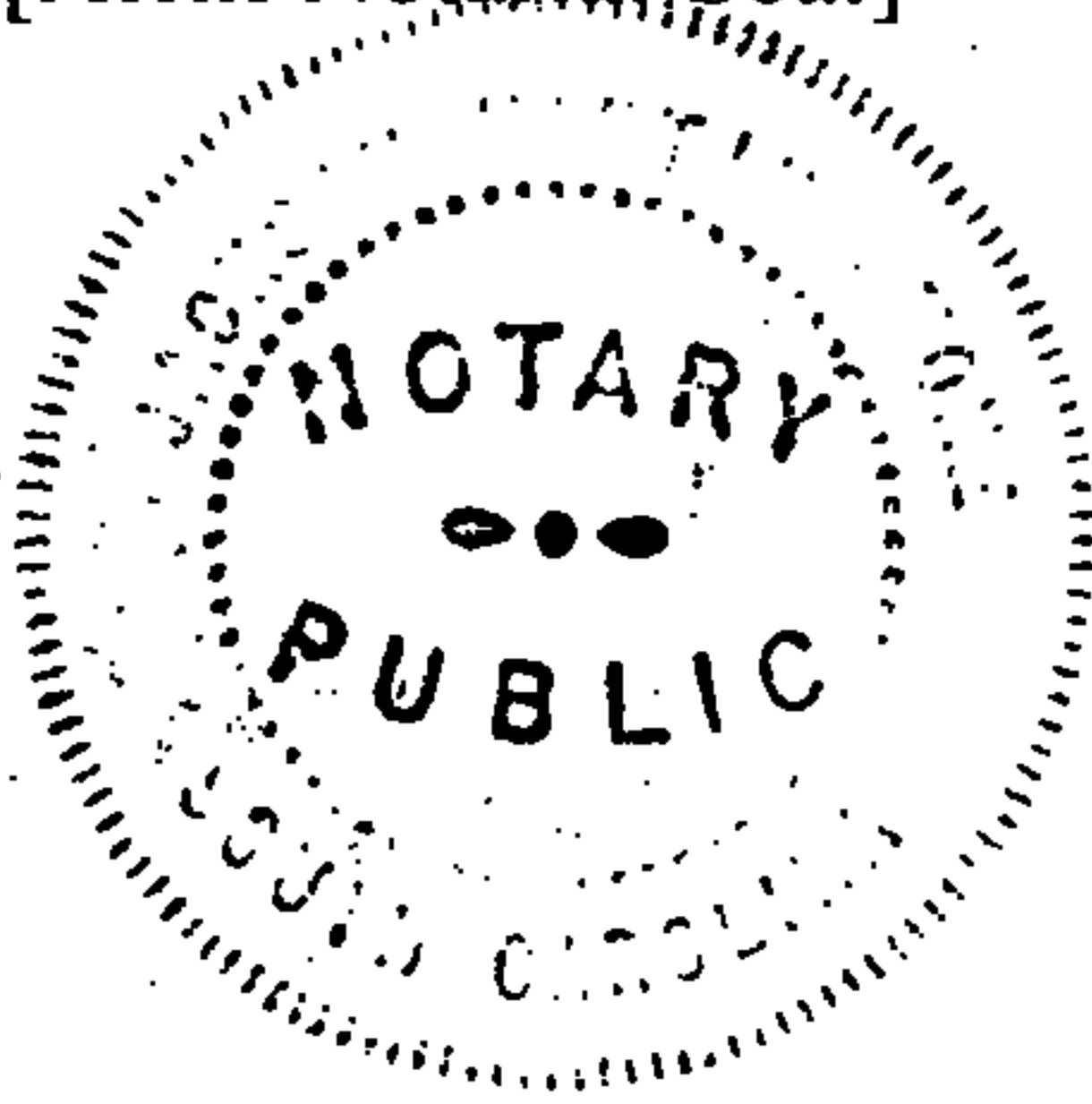


EXHIBIT A

Book 1688

LEGAL DESCRIPTION

Page 552

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

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



**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

100 N. King Street, Hendersonville, NC 28792

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

www.hendersonvillenc.gov

Petition Requesting Annexation

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

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

A. Property Information

PIN(s): 9554869317

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

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

Is the property within the ETJ? ☒ Yes ☐ No

Reason for Annexation: Sanitary Sewer Connection

Office Use:

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

B. Applicant Contact Information

Robin Kay Riley
* Printed Applicant Name

7/26/22
Date

Printed Company Name (if applicable)

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership

☒ Other: self

Robin Kay Riley
Applicant Signature

Applicant Title (if applicable)

2513 Haywood Rd.
Address of Applicant

Hendersonville, NC 28791
City, State, and Zip Code

828. 243. 1791
Telephone

r.k.riley57@gmail.com
Email

STATE OF NORTH CAROLINA

File No.

2021

Section 7, Item A.

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

FILED

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

Robin Riley Chandler

Name Applicant Intends To Resume

Robin Kay Riley

2021 APR 19

APPLICATION/NOTICE OF
RESUMPTION OF FORMER NAME

Applicant's Full Name At Birth

Robin Kay Riley

HENDERSON CO., N.C.

Applicant's Date Of Birth

3/24/1957

BY

Applicant's City Of Birth

Waynesville

Applicant's County Of Birth

Haywood

Applicant's State Of Birth

NC

G.S. 50-12; 101-8

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

DIVORCE

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

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

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

Full Name Of Former Spouse

Jerry Dennis Chandler

Date Divorce Granted

6/11/2001

Signature In Full Maiden Name Or Premarriage Surname

Robin Kay Riley

County And State Where Granted

Henderson

DEATH OF SPOUSE

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

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

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

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

Signature In Full Maiden Name Or Premarriage Surname

SWORN/AFFIRMED AND SUBSCRIBED TO BEFORE ME

Date

4/19/21

Date

4-19-21

Signature Of Person Authorized To Administer Oaths

Joshua S. Gentry

Current Signature

Robin Riley Chandler

Current Name (Type Or Print)

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

Date My Commission Expires

SEAL

County Where Notarized

A TRUE COPY
CLERK OF SUPERIOR COURT
HENDERSON COUNTY

BY:

Joshua S. Gentry
Assistant, Deputy Clerk Superior Court

142

Original - File Copy - Applicant

31036 P541

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

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

Nedra W. Miles
Register of Deeds

By: *Edward L. Harrelson* Deputy

\$ 171.⁰⁰
Excise Tax

Recording Time, Book and Page

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

Mail after recording to EDWARD L. HARRELSON

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

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

NORTH CAROLINA GENERAL WARRANTY DEED

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

GRANTOR

GRANTEE

CRYSTAL C. DUNN, WIDOW

ROBIN R. CHANDLER

ADDRESS: 2513 Haywood Road
Hendersonville, NC 28791

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

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

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

SEE ATTACHED LEGAL DESCRIPTION

31036 P542

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

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

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

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

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

SUBJECT TO THE YEAR 2000 HENDERSON COUNTY TAXES.

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

.....
(Corporate Name)

By:

..... President

ATTEST:

..... Secretary (Corporate Seal)

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

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

SEAL-STAMP

NORTH CAROLINA, HENDERSON County.

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

My commission expires: Notary Public

SEAL-STAMP

NORTH CAROLINA, County.

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

My commission expires: Notary Public

The foregoing Certificate of Notary Public

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

.....
..... REGISTER OF DEEDS FOR COUNTY
By
..... Deputy/Assistant - Register of Deeds

31036 P543

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

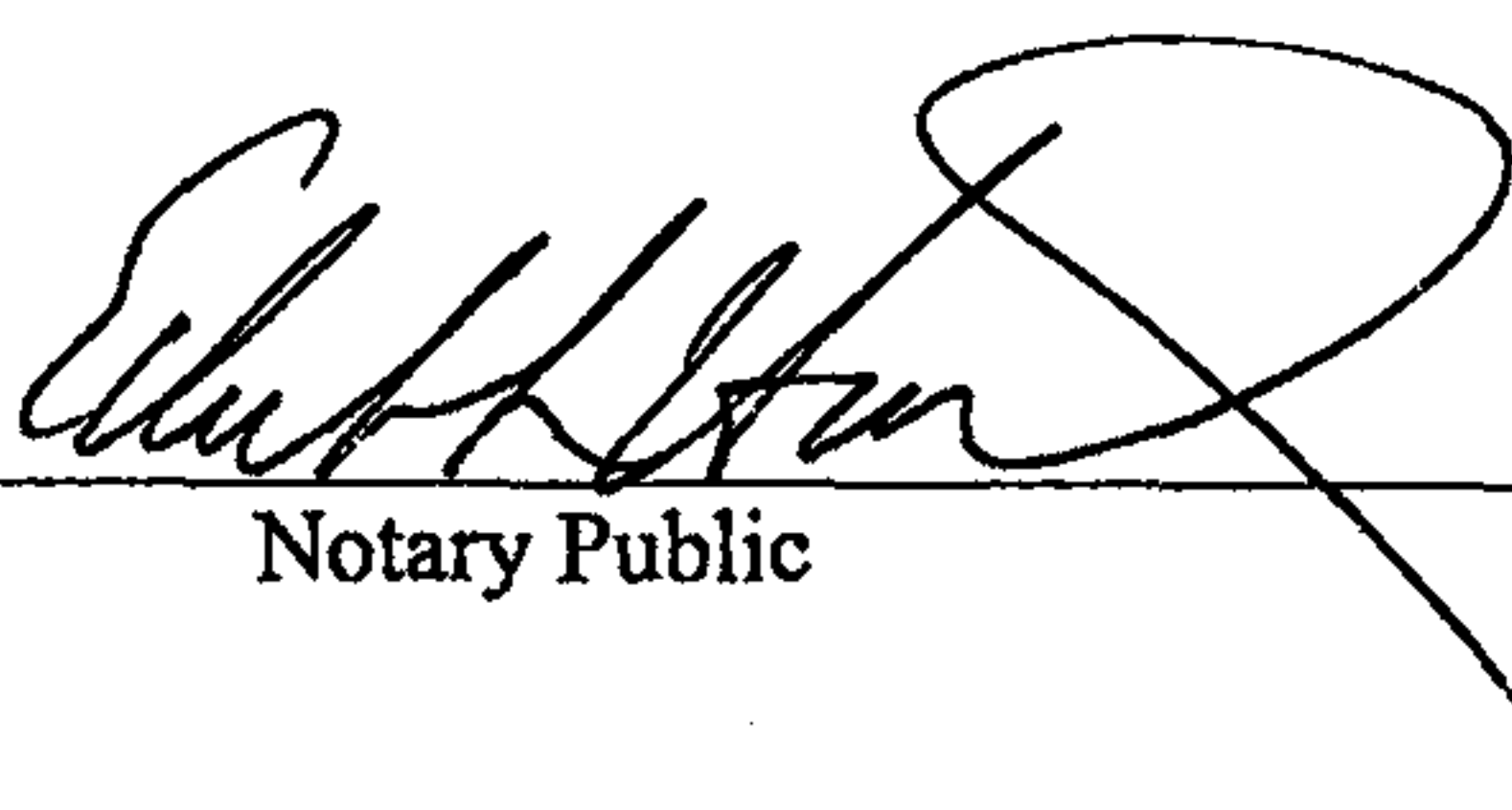
ACKNOWLEDGMENT

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

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



(affix
SEAL)


Notary Public

My commission expires: 1/17/05

31036 P544

EXHIBIT A

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

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

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



StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

Order Confirmation

Not an Invoice

Section 7, Item A.

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Date:	09/07/2022
Order Number:	7757860
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	276.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	09/25/2022 - 10/02/2022	Govt Public Notices
HEN blueridgenow.com	2	09/25/2022 - 10/02/2022	Govt Public Notices

Total Order Confirmation

\$71.24

Ad Preview

Resolution #R-22-99
RESOLUTION BY THE CITY
OF HENDERSONVILLE
CITY COUNCIL FIXING
DATE OF PUBLIC HEARING
ON QUESTION OF ANNEXA-
TION PURSUANT TO G.S.

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

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

any contiguous area described herein will be held of the City Operations Center located at 655 William St., Hendersonville, NC, 28792 or 1-45 a.w. October 1st, 2022, or as soon thereafter as it may be heard.

REING oil of free real property consisting of P222 5558-00-025, 9558-06-9367, and 5558-06-017 described in the plat recorded in Book 2022 - 150 be inserted on recording of the plat of the transaction County

PARCELS A - PIN 5558-86-8317
BRINGING ALL OF LOTS 12, 13, &
14 OF WANTESKA VALLEY
SUBDIVISION AS SHOWN ON

PROVISION AS SHOWN ON
FLAT THEREOF RECORDED
IN FLAT CABINET B SLIDE
10A (ALSO KNOWN AS FLAT
BOOK 5 PAGE 13), AND
BEING MORE PARTICULARLY
DESCRIBED AS
FOLLOWS:

BEGINNING AT THE
NORTHEAST CORNER OF
LOT 14 OF PLAT CABINET B
S. JOE TNS. COMMON
CORNER OF LOT 15 OF SAID
PLAT AT THE SOUTHERN
RIGHT OF WAY OF
HAYWOOD ROAD (NC 791,
WAYNE AND GRAVE A.S. PLATE 608-14)

AND BEING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE

THE FOLLOWING TWO
CALLS: S27°48'23"E 50.31' TO
A POINT; THENCE
S27°52'30"E 33.86' TO THE
NORTHEAST CORNER OF
LOT 12 AND COMMON
CORNER OF LOT 11;
THENCE LEAVING THE

RIGHT OF WAY OF
HAYWOOD ROAD AND
BOUNDARY OF THE CITY
OF HENDERSONVILLE
WITH THE COMMON LINE
OF LOTS 11 & 12 S40°15'00" W
ALONG THE SOUTHEAST
CORNER OF LOT 13.

COMMON CORNER OF LOTS 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846,

THE BOUNDARY OF THE CITY OF HENDERSONSVILLE BEING 75.00' TO THE SOUTHWEST CORNER OF LOT 14, COMMON CORNER OF LOTS 14, 15, 24 & 25; THENCE LEAVING THE BOUNDARY OF THE CITY OF HENDERSONSVILLE AND

FROM THE POINT OF BEGINNING
RUNNING ALL OF THE PROP-
ERTY DESCRIBED IN DEED
BOOK 1836 PAGE 543 TO
SECTION 36

ROBIN R. CHANDLER
ROBIN R. CHANDLER NOW
KNOWN AS ROBIN KAY
RILEY PER CLERK OF
SUPERIOR COURT OF
HENDERSON COUNTY, NC;
FILE #2021 R 210, DATED
5/19/21
FARCE: IS - 0158 5535 84 5343

BEING ALL OF LOTS 9, 10, &
11 OF WANTESKA VALLEY
SUBDIVISION AS SHOWN ON
PLAT THEREOF RECORDED
IN PLAT CABBINET M SLIDE
104 (ALSO KNOWN AS PLAT
BOOK 3 PAGE 13), AND
BEING WHOLE QUANTITY

ING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE
NORTHWEST CORNER OF
LOT 11 OF PLAT CABBOT &
4.106 3RD COMMON
CORNER OF LOT 12 OF SAID
PLAT AT THE SOUTHWEST

FLAT AT THE SOUTHERN
RIGHT OF WAY OF
HAYWOOD ROAD (MC 171),
AND BEING AT THE BOUND-
ARY OF THE CITY OF
HENDERSONVILLE;
THENCE WITH THE SOUTH-
ERN RIGHT OF WAY OF

RAYWOOD ROAD AND WITH
THE BOUNDARY OF THE
CITY OF HENDERSONVILLE
THE FOLLOWING THREE
CALLS: S30°19'12"E 25.84' TO A
POINT; THENCE
S28°22'04"E 30.09' TO A
POINT; THENCE N38°23'50"W

S30° TO THE NORTHEAST
CORNER OF LOT 9 AND
COMMON CORNER OF LOT
10; THENCE LEAVING THE
RIGHT OF WAY OF
HAYWOOD ROAD AND
BOUNDARY OF THE CITY
OF HENDERSONVILLE

WITH THE COMMON LINE
OF LOTS 8 & 9 S40°15'00"W
ADJACENT TO THE SOUTHEAST
CORNER OF LOT 9,
COMMON CORNER OF LOTS
8, 9, 10, & 11, AND BEING AT
THE BOUNDARY OF THE
CITY OF HENDERSON

CITY OF HENDERSONVILLE: THENCE WITH THE COMMON LINE OF LOTS 4, 5 & 20-48 AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE 80.00' TO THE SOUTHWEST CORNER OF LOT 31, COMMON CORNER

OF LOT 11, COMMON CORNER
OF LOTS 11, 12, 20, & 28,
THENCE LEAVING THE
BOUNDARY OF THE CITY
OF HENDERSONVILLE AND
WITH THE COMMON LINE
OF LOTS 11 & 12 N67°58'0"E
25.45' TO THE POINT OF
BEGINNING.

BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1688 PAGE 548 TO TWOTHY MAX CLARK & JISA BALLARD CLARK, PARCEL C - PIN 95M-96-0225

OF WANTEDSKA VALLEY
AGBIVISION AS SHOWN ON
PLAT THEREOF RECORDED
IN PLAT CABINET 11 SLIDE
775A (ALSO KNOWN AS PLAT
BOOK 3 PAGE 127), AND
MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE
NORTHWEST CORNER OF
LOT 8 OF PLAT CABINET B
SIDE THE COMMON
CORNER OF LOT 9 OF SAID
PLAT AT THE SOUTHERN
RIGHT OF WAY OF
HAYWOOD ROAD (NC 191,
LAND IN SAID A.S. STATE HIGHWAY

AND BRING AT THE BOUNDARY OF THE CITY OF HENDERSONVILLE; THENCE WITH THE SOUTHERN RIGHT OF WAY OF HAYWOOD ROAD AND WITH THE BOUNDARY OF THE CITY OF HENDERSONVILLE

THE FOLLOWING TWO
CALLS: S40°00'00"W 50.00' TO
A POINT; THENCE
N40°00'00"W 34.64' TO THE
NORTHEAST CORNER OF
LOT 4 AND COMMON
CORNER OF LOT 5; THENCE
HAVING THE RIGHT OF

AND BOUNDARY OF THE CITY OF HEMPHERSVILLE WITH THE COMMON LINE OF LOTS 3 & 4 S⁰15⁰⁰W ALSO TO THE SOUTHEAST CORNER OF LOT 4, COMMON CORNER OF LOTS

THE SOUTHWEST CORNER OF LOT 5
S. 43 & 44 AND BEING AT
THE BOUNDARY OF THE
CITY OF HENDERSON-
VILLE; THENCE WITH THE
COMMON LINES OF LOTS 6-9
S. 41-43 AND WITH THE
BOUNDARY OF THE CITY
OF HENDERSONVILLE

SECTION 36, TOWNSHIP 35.00' TO THE
SOUTHWEST CORNER OF
LOT 4 & COMMON CORNER
OF LOTS 2, 3, 40, & 41,
THENCE LEAVING THE
BOUNDARY OF THE CITY
OF HENDERSONVILLE AND
WITH THE COMMON LINE

BEING ALL OF THE PROPERTY DESCRIBED IN DEED BOOK 1829 PAGE 499 TO ELIZABETH A. CANTRELL.

Re: Petition for Continuous
Renewal
Petitioners: Elizabeth Conrail,
Timothy & Lisa Childs, Robin
Lee Riley (formerly known as
Robin R. Chandler)
File No. C-20-76-AMX
Section 5, Article of the subject

Notice of the public hearing shall be published once in *The Hendersonville Times-Star*, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

Affresh: Barbara G. Volk,
Mayor, City of Hendersonville
Amelia L. Recca, City Clerk
(Signed on behalf of No Affresh)

Transmitted on 10/10/02
 To: Angelo S. Becker, City Attorney
 From: [REDACTED]
 Date: 10/10/02

Section 7, Item A.

ATTACHMENTS:

1. Ordinance
2. Signed Certificate of Sufficiency
3. Signed Resolution setting public hearing
4. Annexation Plat
5. Typed legal description
6. GIS map
7. Annexation Application
8. Deeds
9. Newspaper noticing proof

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 Numbers: 9569-95-7758, 9569-95-5941, and 9569-96-4013.
 Duncan Terrace (File# C22-73-ANX)

WHEREAS, The City of Hendersonville has been petitioned by Leah Bergman of Lee Ray Bergman LLC. 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 6th day of October 2022, after due notice by publication as provided by law on September 25, 2022 and October 2nd, 2022; 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 6th day of October 2022.

Being all of that real property shown on that annexation plat recorded on Book 2022 at Page _____ of the Henderson County Registry [to be inserted at recording], and being all of that real property described in deed of record in Deed Book 3841; pages 517 (3), Deed Book 3841; pages 514 (3), of the Henderson County Registry, and being described by metes and bounds as follows:

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

- 2: Upon and after the sixth day of October 2022, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.
3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North

Carolina, an accurate map of the annexed territory, described in Section 1, above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Henderson County Board of Elections, as required by G. S. 163-288.1.

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

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

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, a Notary Public in Henderson County, State of North Carolina, do hereby certify that Barbara G. Volk in her capacity of Mayor of the City of Hendersonville, and Angela L. Reece, in her capacity of City Clerk personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 2022.

My commission expires: _____

CERTIFICATE OF SUFFICIENCY

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

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

1. A petition has been received for contiguous annexation of property consisting of +/- 8.67 acres located on Duncan Hill Road and Signal Hill Road in Hendersonville, NC, being tax parcel PINs 9569-95-7758, 9569-95-5941, and 9569-96-4013, and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."
2. An investigation has been completed as required by N.C.G.S. § 160A-31 of the Petition for compliance with the requirements of N.C.G.S. § 160A-31.

Based upon this investigation, I find that

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

Having made the findings stated above, I hereby certify the Petition appears to be valid.

In witness hereof, I have set my hand and the City Seal on this the 26th day of August, 2022.

(City Seal)


 Angela L. Reece, City Clerk



EXHIBIT A

LEGAL DESCRIPTION

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

Resolution #R-22-100

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

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

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

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. October 6th, 2022, or as soon thereafter as it may be heard.

Section 2. The area proposed for annexation is described as follows:

BEING all of that real property consisting of PINs 9569-95-7758, 9569-95-5941, and 9569-96-4013 described in the plat recorded in Book 2022 - ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9569-95-7758, 9569-95-5941, and 9569-96-4013 being described by metes and bounds as follows:

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

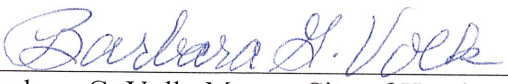
3841, Page 514 as shown on survey by Associated Land Surveyors & Planners, PC dated July 11, 2022 and bearing job number S- 21-900.

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

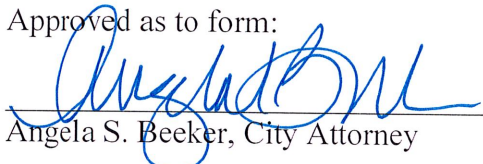
Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

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

Attest:




Barbara G. Volk, Mayor, City of Hendersonville


Angela L. Reece, City Clerk

Approved as to form:

Angela S. Becker, City Attorney



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

 Subject Property
 Hendersonville City Limits





**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

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

PETITION REQUESTING ANNEXATION

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

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

Date 08/10/2022

Location / Property Address 710 Duncan Hill Road- 3 parcels

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

Does this property adjoin the present City Limits?



YES



NO

Is the property within the ETJ?



YES



NO

Reason for annexation

New development of multi-family residentials units

Applicant Name Lee Ray Bergman, LLC

Address Post Office Box 685 Durham NC 27702

Phone 917 714 9601

Fax 919 419 7451

Email Lmb2691@hotmail.com

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

Address 2814 Chapel Hill Road, Durham NC 27701

DocuSigned by:

Signature

Leah Bergman, Manager

3FEE824BA90041A

Printed Name

Leah Bergman

Official Use:

DATE RECEIVED: _____ BY _____



LIMITED LIABILITY COMPANY ANNUAL REPORT

Section 7, Item B.

1/6/2022

NAME OF LIMITED LIABILITY COMPANY: Lee Ray Bergman, LLC

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

REPORT FOR THE CALENDAR YEAR: 2021

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

☐ Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Bergman, Leah

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

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

2814 Chapel Hill Road

2814 Chapel Hill Road

Durham, NC 27707 Durham County

Durham, NC 27707

SECTION B: PRINCIPAL OFFICE INFORMATION

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

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

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

2814 Chapel Hill Road

P O Box 685

Durham, NC 27707

Durham, NC 27702

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

☐

The company is a veteran-owned small business

☐

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

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

NAME: Leah Bergman

NAME: _____

NAME: _____

TITLE: Manager

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

2814 Chapel Hill Rd

Durham, NC 27707-2703

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

Leah Bergman

7/11/2022

SIGNATURE

DATE

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

Leah Bergman

Manager

Print or Type Name of Company Official

Print or Type Title of Company Official

This Annual Report has been filed electronically.

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

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

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

Excise Tax: ~~\$688.00~~

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

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

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

Brief description for the Index: 4.06 acres Duncan Hill Rd

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

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

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

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

SEE ATTACHED EXHIBIT A.

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

All or a portion of the property herein conveyed ____ includes or x does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat _____ Slide _____.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to Henderson County ad valorem taxes 2022 and subsequent years.
Subject to Restrictions, Easements, and Rights of Way of Record.

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

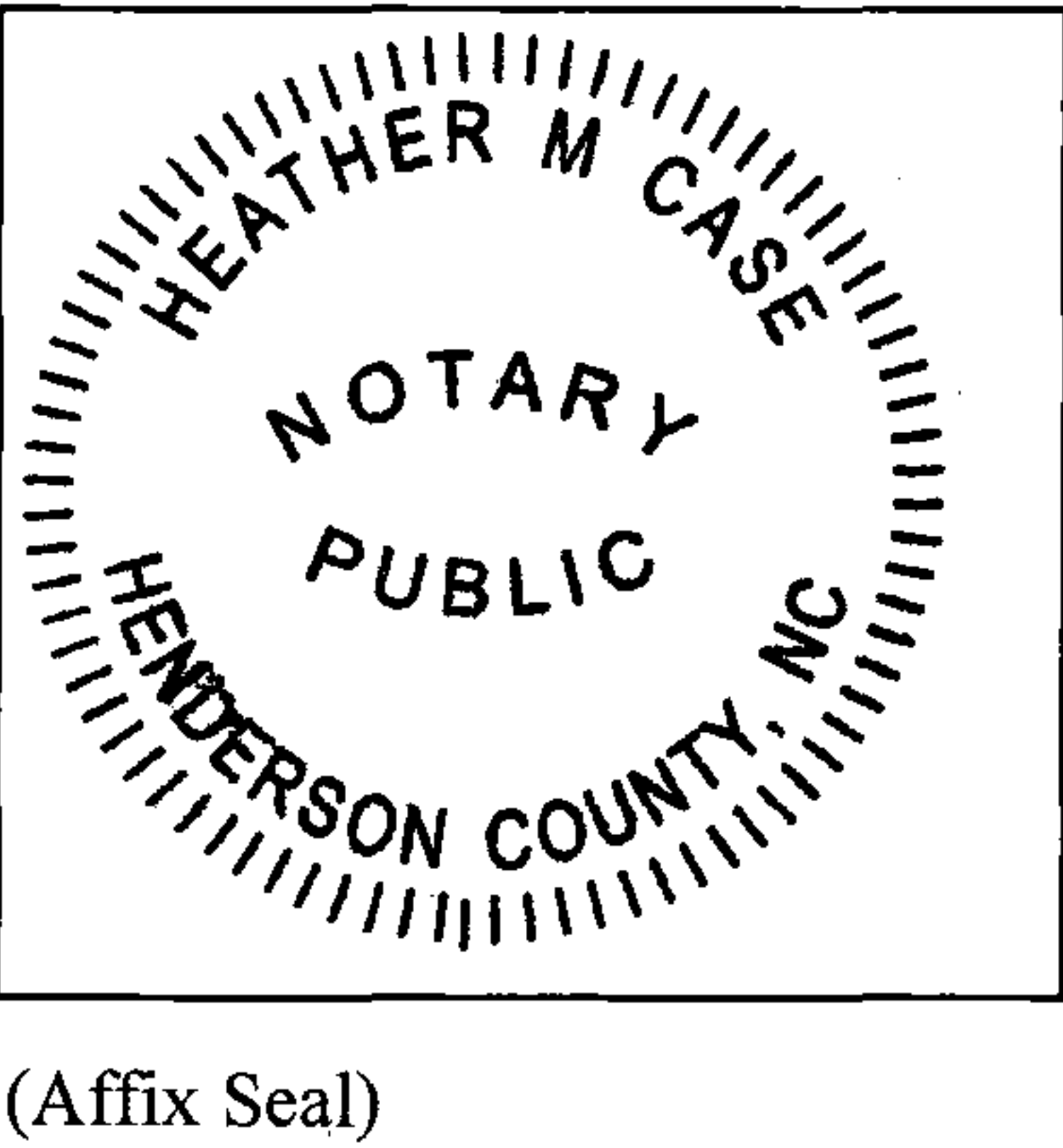
North Main Street Properties of Hendersonville, LLC

By: Paul Bakke
Paul Bakke, Member/Manager

By: _____

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

By: _____



(Affix Seal)

State of NORTH CAROLINA - County of HENDERSON

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

My Commission Expires: 9/26/2026

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

Exhibit A

Tract 1:

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

Tract 2:

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

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

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

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

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$712.00

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

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

Brief description for the Index: 4.2 acres Duncan Hill Rd

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

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

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

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

SEE ATTACHED EXHIBIT A.

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

All or a portion of the property herein conveyed ____ includes or x does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat _____ Slide _____.

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to Henderson County ad valorem taxes 2022 and subsequent years.
Subject to Restrictions, Easements, and Rights of Way of Record.

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

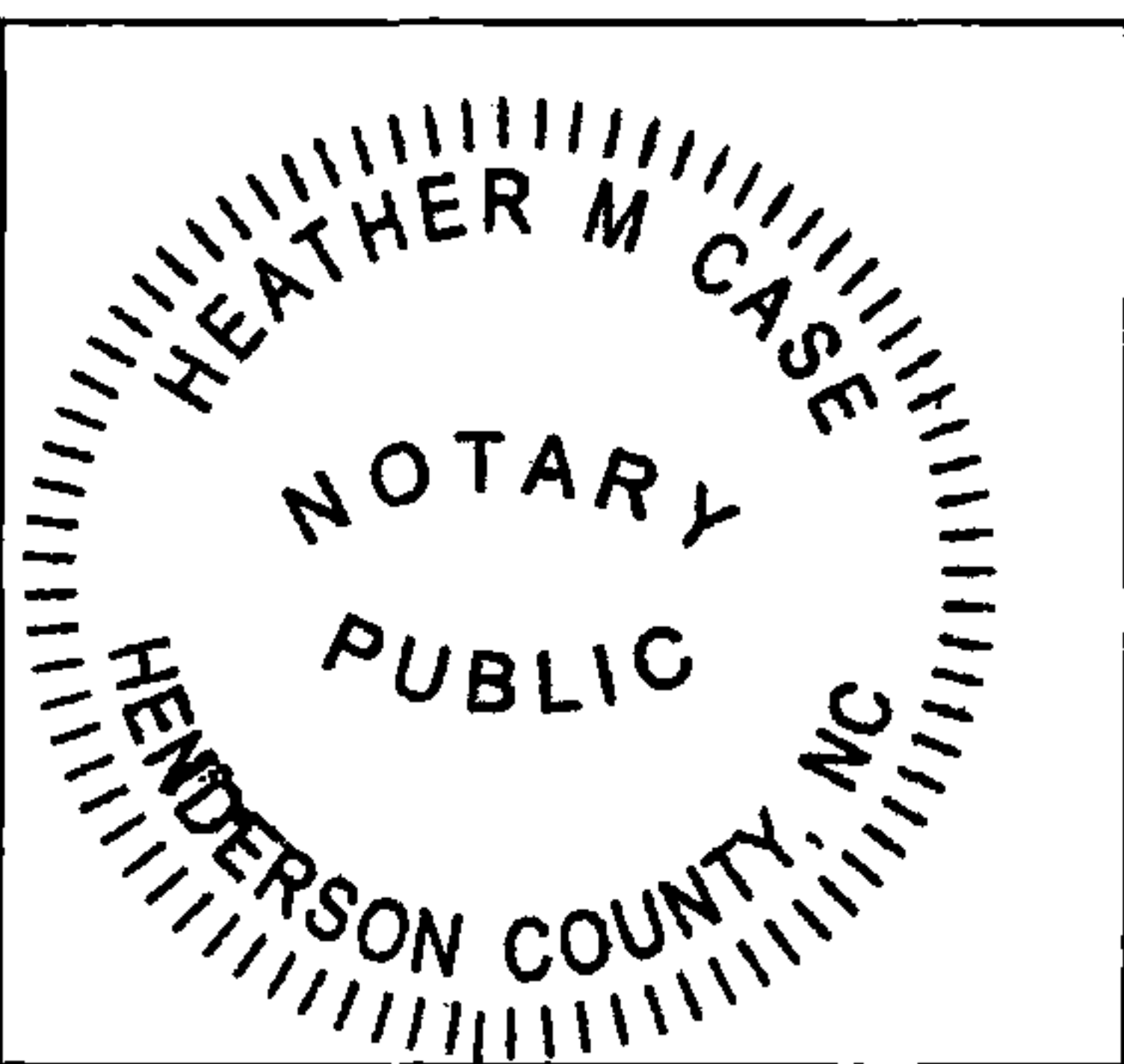
Green Holdings, LLC

By: Paul A Bakke
Paul Bakke, Member/Manager

By: _____

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

By: _____



(Affix Seal)

State of NORTH CAROLINA - County of HENDERSON

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

My Commission Expires:
9/26/2026

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

Exhibit A

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

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



StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

Order Confirmation

Not an Invoice

Section 7, Item B.

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	22-100

Date:	09/06/2022
Order Number:	7750755
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	142.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	09/25/2022 - 10/02/2022	Govt Public Notices
HEN blueridgenow.com	2	09/25/2022 - 10/02/2022	Govt Public Notices

Total Order Confirmation

\$39.08

Resolution #R-22-100
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 request-
ing annexation of the contig-
uous area described herein has
been received; and
WHEREAS, certification by
the City Clerk as to the suffi-
ciency of the petition has been
made;
NOW, THEREFORE BE IT
RESOLVED, by the City Coun-
cil of the City of Henderson-
ville, North Carolina that:
Section 1. A public hearing on
the question of annexation of
the contiguous area described
herein will be held at the City
Operations Center located at
305 William St. Hendersonville
NC 28792 at 5:45 p.m. October
6th, 2022, or as soon thereafter
as it may be heard.
Section 2. The area proposed
for annexation is described as
follows:
BEING all of that real prop-
erty consisting of PINs 9569-95-
7756, 9569-95-5941, and 9569-96-
4013 described in the plat
recorded in Book 2022. (To
be inserted at recording of the
plat) of the Henderson County
Registry, said PINs 9569-95-
7756, 9569-95-5941, and 9569-96-
4013 being described by metes
and bounds as follows:
Beginning on a 58" rebar, said
rebar having North Carolina
Grid Coordinates of Northing-
995484.59 and Easting-
969625.23 and being located in
the Existing City of Henderson-
ville Boundary Line, thence
from said beginning point thus
established and running with
the Existing City of Henderson-
ville Boundary Line, S 51°24'22"
W 15.40' to a point, said point
being located in the northern
margin of Duncan Hill Road,
North Carolina State Road
1525, and thence leaving the
Existing City of Hendersonville
Boundary Line and continuing
with the margin of Duncan Hill
Road, N 37°42'37" W 309.38' to a
point, thence N 37°42'37" W
156.03' to a point, thence N
38°05'03" E 57.53' to a point,
thence leaving the margin of
Duncan Hill Road N 52°23'00" E
17.09' to a 58" rebar, thence N
37°17'49" W 65.17' to a 58"
rebar, thence on a curve to the
right, said curve having a
radius of 287.15' and an arc
length of 56.76' (chord bearing
and distance, N 31°31'30" W,
56.67') to a point, thence on a
curve to the right, said curve
having a radius of 32.03' and an
arc length of 71.49' (chord
bearing and distance, N
38°05'03" E, 57.53') to a point
located in the right of way of
Signal Hill Road, North
Carolina State Road 1598,
thence continuing with the
right of way of Signal Hill
Road on a curve to the left,
said curve having a radius of
2255.54' and an arc length of
377.28' (chord bearing and
distance, S 81°40'18" E 377.14')
to a point, thence S 86°28'03" E
198.13' to a 1/2" iron pipe set,
thence S 86°28'03" E 125.33' to a
58" rebar, thence leaving the
right of way of Signal Hill
Road, S 39°04'23" E 72.92' to a
1/2" iron pipe, thence S
39°04'23" 308.67' to a 58" rebar
located in the Existing City of
Hendersonville Boundary Line,
thence running with the Exist-
ing City of Hendersonville
Boundary Line S 51°24'22" W
576.53' to the point and place of
beginning. Containing 8.67
Acres and being all of that
property as described in Tracts
I and II of Deed Book 3841,
Page 517 and all of that prop-
erty as described in Deed Book
3841, Page 514 as shown on
survey by Associated Land
Surveyors & Planners, PC
dated July 11, 2022 and bearing
job number S-21-900.
Re: Petition for Contiguous
Annexation
Petitioners: Lee Ray Bergman
LLC, Leah Bergman,
(Manager)
File No. C22-73-ANX
Section 3. Notice of the public
hearing shall be published once
in The Hendersonville Times-
News, a newspaper having
general circulation in the City
of Hendersonville, at least 10
days prior to the date of the
public hearing.
Adopted by the City Council of
the City of Hendersonville,
North Carolina on this 1st day
of September, 2022.
Attest: Barbara G. Volk,
Mayor, City of Hendersonville
Angelo L. Reece, City Clerk
Approved as to form:
Angelo S. Beeker, City
Attorney
9/25, 10/2/2022 #7750755



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

PLANNING DIVISION

SUBMITTER:	Matthew Manley, Planning Manager	MEETING DATE:	October 6, 2022
AGENDA SECTION:	Public Hearing	DEPARTMENT:	Community Development
TITLE OF ITEM:	Rezoning: Conditional Zoning District – Hendersonville Connections (P22-66-CZD) – <i>Matthew Manley, AICP – Planning Manager</i>		

SUGGESTED MOTION(S):

For Recommending Approval:

I move City Council **adopt** an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINS: 9578-21-4699, 9578-21-4924, 9578-21-5614, 9578-21-5868) from C-2-CZD (Secondary Business – Conditional Zoning District) to C-2-CZD (Secondary Business – Conditional Zoning District) based on the site plan and list of conditions submitted by and agreed to by the applicant, [dated September 13, 2022,] and presented at this meeting and subject to the following:

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

Permitted Uses:

1. Day Center
2. Religious Institution

[for amendments to uses or conditions discussed and agreed upon in the Council meeting (between City & Developer) and not yet represented on the site plan, please use the following language, disregard #2 if not needed]

2. Permitted uses and applicable conditions presented on the site plan shall be amended to include:

3. The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because:

For Recommending Denial:

I move City Council **deny** an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINS: 9578-21-4699, 9578-21-4924, 9578-21-5614, 9578-21-5868) from C-2-CZD (Secondary Business – Conditional Zoning District) to C-2-CZD (Secondary Business – Conditional Zoning District) based on the following:

- 1. The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because:**

The High Intensity Neighborhood Future Land Use designation recommends public and institutional uses as a secondary recommended land use. Compatibility is achieved through the implementation of landscape buffers per Strategy PH 1.1.

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

1. The proposed day center use is incompatible with adjacent residential uses

[DISCUSS & VOTE]

<p>The High Intensity Neighborhood Future Land Use designation recommends public and institutional uses as a secondary recommended land use. Compatibility is achieved through the implementation of landscape buffers per Strategy PH 1.1.</p> <p>4. Furthermore, we find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:</p> <ol style="list-style-type: none"> 1. The proposed use will provide a need to the underserved in the community. 2. The proposed use will be made compatible through the implementation of landscaped buffers. <p>[DISCUSS & VOTE]</p>	
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--

SUMMARY: The City of Hendersonville is in receipt of an application for a Conditional Zoning District from Moe Marks of Tamara Peacock Architects and Charles Morris of Grace Blue Ridge Presbyterian Church. The applicant is requesting to amend the C-2 Secondary Business CZD for the subject property at 109 Florence St (PINs 9578-21-4699, 9578-21-4924, 9578-21-5614 and 9578-21-5868) located off of Brooklyn Ave for the establishment of a ‘day center’ on a portion of a 2.46 acre parcel.

The proposal includes the conversion of a 9,975 Sq Ft portion of an existing church structure into a day center which will serve those in need through the provision of a variety of services.

The proposal also includes improvements to the existing parking areas and significant landscaping in order to address the buffers required for day centers that are located adjacent to residential uses.

Beyond the existing religious institution and the proposed day center, there are no other uses are proposed to be permitted by the rezoning.

Planning Board voted 5-1 to support the petition with the inclusion of 3 conditions agreed to by the applicant.

PROJECT/PETITIONER NUMBER:	P22-66-CZD
PETITIONER NAME:	- Moe Marks / Tamara Peacock Architects [Applicant] - Charles Morris / Grace Blue Ridge PCA, Inc. [Owner]
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Proposed Site Plan 2. Staff Report 3. Neighborhood Compatibility Summary 4. Tree Board Summary 5. Planning Board Summary 6. Draft Ordinance 7. Proposed Zoning Map 8. Application / Owner Signature Addendum

Ordinance #O-22-56

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCELS POSSESSING PIN NUMBERS: 9578-21-4699, 9578-21-4924, 9578-21-5614, 9578-21-5868 BY CHANGING THE ZONING DESIGNATION FROM C-2-CZD (SECONDARY BUSINESS – CONDITIONAL ZONING DISTRICT) TO C-2-CZD (SECONDARY BUSINESS – CONDITIONAL ZONING DISTRICT)

IN RE: Parcel Numbers: 9578-21-4699, 9578-21-4924, 9578-21-5614, 9578-21-5868
 Addresses: 109 Florence Street
 Hendersonville Connections: (File # P22-66-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant, Moe Marks / Tamara Peacock Architects, and property owner, Charles Morris / Grace Blue Ridge PCA, Inc., for the use of a Day Center within an existing structure at 109 Florence St, and

WHEREAS, the Planning Board took up this application at its regular meeting on September 12, 2022; voting 5-1 to recommend City Council approve an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on October 6, 2022, and

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Numbers: 9578-21-4699, 9578-21-4924, 9578-21-5614, 9578-21-5868, changing the zoning designation from C-2-CZD (Secondary Business – Conditional Zoning District) To C-2-CZD (Secondary Business – Conditional Zoning District)
2. Development of the parcel pursuant to this Ordinance is subject to the following.
 - a. Development shall comply with the site plan submitted by the applicant dated September 13, 2022, including the conditions listed therein, [and/or as modified and presented to City Council][and/or including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant’s execution of this Ordinance].
 - b. Permitted uses shall include:
 - i. Religious Institution
 - ii. Day Center

- c. Additional conditions that shall be satisfied prior to final site plan approval include:

3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.
4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of October, 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

With their signatures below, the undersigned applicant(s) and property owner(s) consent to and agree to all conditions imposed pursuant to the terms of this Ordinance.

IN RE: Parcel Numbers: 9578-21-4699, 9578-21-4924, 9578-21-5614, 9578-21-5868
 Addresses: 109 Florence Street
 Hendersonville Connections: (File # P22-66-CZD)

Applicant/Developer: Moe Marks, Tamara Peacock Architects

Signature:_____

Printed Name:_____

Title: _____

Date:_____

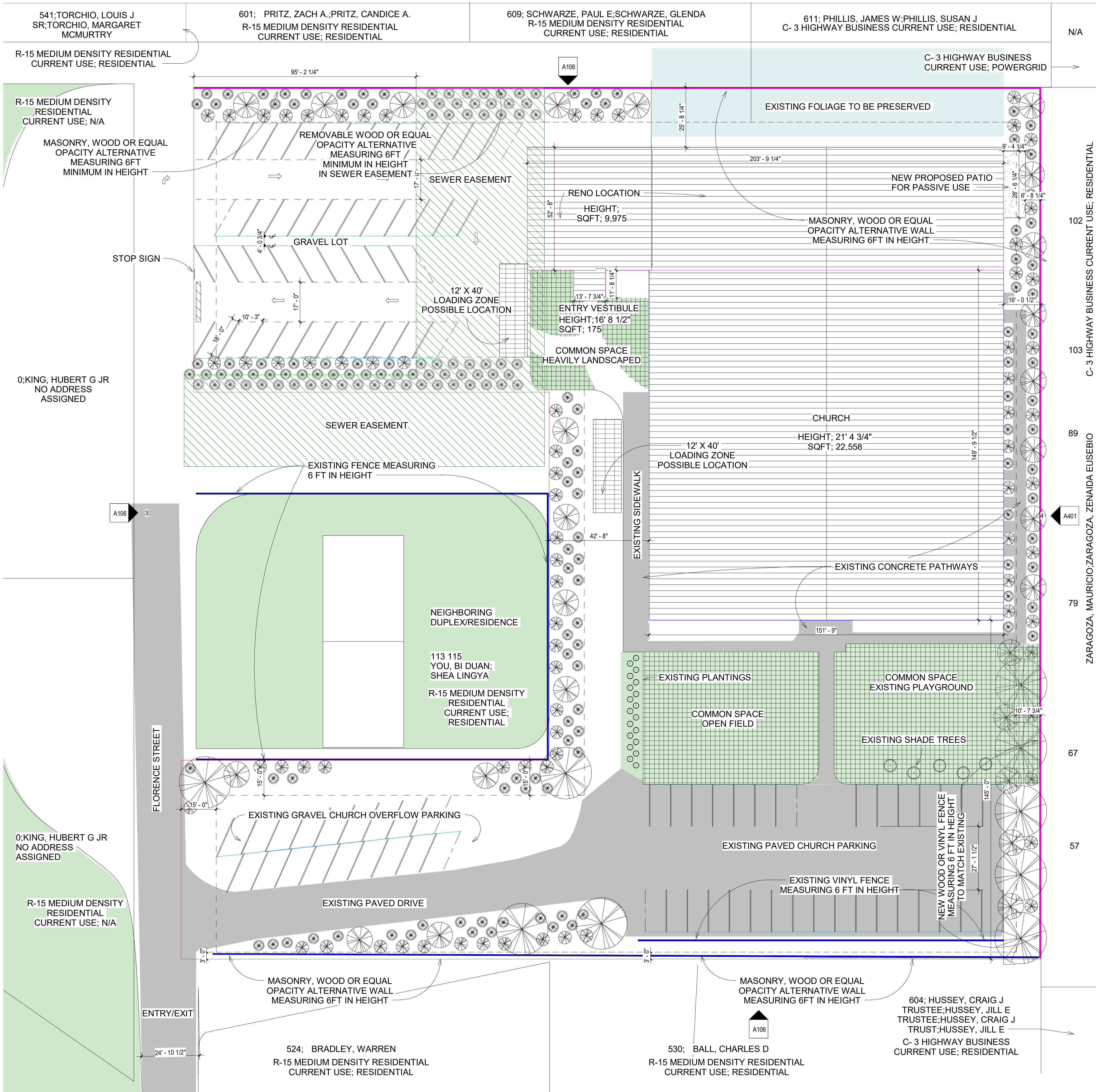
Property Owner: Charles Morris / Grace Blue Ridge PCA, Inc

Signature:_____

Printed Name:_____

Title:_____

Date:_____



NOTE: DUE TO EXISTING VEGETATION, SITE RESTRAINTS AND EXISTING FENCING ALTERNATIVE COMPLIANCE MAY BE SOUGHT THAT WILL BE EQUAL TO OR BETTER THAN STANDARDS REQUIRED REQUIRED BUFFER; 15' TYPE B BUFFER = PER 100 LINEAR FEET (4 CANPOY TREES 15 EVERGREEN SHRUBS AND 33 FLOWERING SHRUBS)

- UTILIZATION OF EXISTING FENCE SHALL BE CONDITIONED TO BE REPAIRED OR REPLACED BY THE PROPERTY OWNER IF REMOVED, DAMAGED OR DETERIORATED.
- NEW FENCING SHALL MEET THE STANDARDS FOR DAY CENTERS PER ZONING CODE
- 4' EXISTING FENCE ON SOUTHERN PROPERTY BOUNDARY SHALL BE REPLACED AND MEET STANDARDS FOR DAY CENTERS PER ZONING CODE.

DEVELOPER PROPOSED CONDITIONS;

NORTH BUFFER	<ul style="list-style-type: none">NO TREES PLANTED WITHIN 50' SEWER EASEMENTPROPOSED - 42 SHRUBS PER 100 LINEAR FT. IN EASEMENT. REMOVABLE 6' FENCING PROPOSED FOR ACCESS IN EASEMENT.REQUIRED - 4 LARGE CANOPY TREES + 25 EVERGREEN SHRUBS + 33 FLOWERING SHRUBS + REMOVABLE 6' FENCING.REAR OF BUILDING - PROPOSED PRESERVATION OF 152 FT OF EXISTING FOLIAGE IN LIEU OF NEW PLANTINGS. 6' MASONRY, WOOD OR BARRIER OF EQUAL OPACITY OPTION WITHIN THIS 152 FT SECTION.REMAINER OF NORTH BUFFER.PROPOSED - 3 MEDIUM TREES + 10 EVERGREEN SHRUBS + 18 FLOWERING SHRUBS PER 100 LINEAR FT. 6' MASONRY, WOOD OR BARRIER OF EQUAL OPACITY OPTION TO BE PLACED IN THIS AREA.REQUIRED - 4 LARGE CANOPY TREES + 25 EVERGREEN SHRUBS + 33 FLOWERING SHRUBS PER 100 LINEAR FT + 6' MASONRY OR WOOD FENCE
EAST BUFFER: NORTH END OF BUFFER HAS AN EXISTING CONCRETE WALKWAY PROPOSED TO BE KEPT. EACH SIDE OF THE PATH IS LINED WITH FLORA FOR MAXIMUM SCREENING.	
PROPOSED	<ul style="list-style-type: none">3 MEDIUM TREES + 10 EVERGREEN SHRUBS + 14 FLOWERING SHRUBS PER 100 LINEAR FT. MASONRY, WOOD OR BARRIER OF EQUAL OPACITY OPTION TO BE PLACED IN THIS AREA.4.7' WIDE BUFFER IS REQUESTED AROUND PROPOSED PATIO WITH AN 8' HIGH FENCE INSTEAD OF THE REQUIRED 6' FENCE TO EXCEED STANDARDS OF PRIVACY SCREENING.
REQUIRED	<ul style="list-style-type: none">4 LARGE CANOPY TREES + 25 EVERGREEN SHRUBS + 33 FLOWERING SHRUBS PER 100 LINEAR FT + 6' MASONRY OR WOOD FENCE
SOUTH END OF BUFFER - (FIRST 150 FT FROM THE SOUTH)	
PROPOSED	<ul style="list-style-type: none">4 LARGE CANOPY TREES + 4 MEDIUM TREES + 4 EVERGREEN SHRUBS PER 100 LINEAR FT. 6' MASONRY, WOOD OR BARRIER OF EQUAL OPACITY OPTION TO BE PLACED IN THIS AREA.
REQUIRED	<ul style="list-style-type: none">4 LARGE CANOPY TREES + 25 EVERGREEN SHRUBS + 33 FLOWERING SHRUBS PER 100 LINEAR FT + 6' MASONRY OR WOOD FENCE
SOUTH BUFFER:	
PROPOSED	<ul style="list-style-type: none">WEST END - MEDIUM TREES PROVIDED ON WEST END AT AREA WHERE DRIVE ACCESS TIGHTENS AVAILABLE PLANTING AREA.EAST END - NO FOLIAGE PROVIDED ON EAST SIDE OF SOUTH BUFFER WHERE EXISTING 4' WOODEN FENCE TO BE REPLACED WITH 6' MASONRY, WOOD OR FENCE OF EQUAL OPACITY AND 6' VINYL FENCE IS TO BE PRESERVED.
REQUIRED	<ul style="list-style-type: none">4 LARGE CANOPY TREES + 25 EVERGREEN SHRUBS + 33 FLOWERING SHRUBS PER 100 LINEAR FT + 6' MASONRY OR WOOD FENCE
WEST BUFFER: DRIVE/PARKING ACCESS. NO BUFFER PROPOSED.	
WEST (NORTH INTERIOR): SEWER EASEMENT. NO TREES PLANTED	
PROPOSED	<ul style="list-style-type: none">42 SHRUBS PER 100 LINEAR FT. IN EASEMENT7 EVERGREEN SHRUBS AND 35 FLOWERING SHRUBS PER 100 LINEAR FEET AT AREA OF PARTIAL EASEMENT.FENCE ON NEIGHBORING PROPERTY TO SERVE AS VERTICAL BARRIER
REQUIRED	<ul style="list-style-type: none">4 LARGE CANOPY TREES + 25 EVERGREEN SHRUBS + 33 FLOWERING SHRUBS PER 100 LINEAR FEET + 6' TALL FENCE OR WALL ON SUBJECT PROPERTY.
WEST (EAST INTERIOR):	
PROPOSED	<ul style="list-style-type: none">4 MEDIUM CANOPY TREES + 25 EVERGREEN SHRUBS + 33 FLOWERING SHRUBS.FENCE ON NEIGHBORING PROPERTY TO SERVE AS VERTICAL BARRIER
REQUIRED	<ul style="list-style-type: none">4 LARGE CANOPY TREES + 25 EVERGREEN SHRUBS + 33 FLOWERING SHRUBS PER 100 LINEAR FEET + 6' TALL FENCE OR WALL ON SUBJECT PROPERTY.
WEST (SOUTH INTERIOR): EXISTING PARKING LOT DRIVE LANES LOCATED WITHIN 15' REQUIRED BUFFER	
PROPOSED	<ul style="list-style-type: none">NO PLANTINGS IN EXISTING PARKING LOT DRIVE AREA.REMAINER OF BUFFER TO BE PLANTED WITH 2 LARGE CANOPY TREES + 2 MEDIUM TREES + 8 EVERGREEN SHRUBS + 8 FLOWERING SHRUBS PER 100 LINEAR FEETFENCE ON NEIGHBORING PROPERTY TO SERVE AS VERTICAL BARRIER
REQUIRED	<ul style="list-style-type: none">4 LARGE CANOPY TREES + 25 EVERGREEN SHRUBS + 33 FLOWERING SHRUBS PER 100 LINEAR FEET + 6' TALL FENCE OR WALL ON SUBJECT PROPERTY.

	SQFT	PERCENT OF SITE
TOTAL PROJECT AREA (BUILDINGS ONLY)	32,703	29.3%
TOTAL PROJECT AREA (ALL BUILDINGS+PROPOSED LANDSCAPE+NEW LOT)	55,755	49.9%
EXISTING CHURCH	22,558	20.2%
EXISTING AREA TO BE RENOVATED	9,975	8.9%
ENTRY VESTIBULE ADDITION	170	.2%
TOTAL LOT AREAS	27,522	24.6%
NEW LOT AREAS (GRAVEL)	14,307	12.8%
SITE COVERAGE		
OPEN SPACE	16,362	14.6%
STREETS AND PARKING - GRAVEL (NEW)	14,307	12.8%
STREETS AND PARKING - GRAVEL (EXISTING)	9,393	8.4%
STREETS AND PARKING - PAVED (EXISTING)	15,141	13.5%
OTHER FACILITIES	N/A	N/A

EXISTING PARKING FOR DAYCENTER	0	CHURCH 1 SPOT PER 4 SEATS
EXISTING PARKING FOR CHURCH	49	SEATS; 266 (266/4=66.5)
REQUIRED PARKING FOR DAYCENTER	10	DAYCENTER; 1 SPOT PER 2 EMPLOYEES
REQUIRED PARKING FOR CHURCH	67	EMPLOYEES 20 (20/2=10)
TOTAL REQUIRED PARKING	77	
SOUTH EAST LOT	31	
SOUTH WEST LOT	18	
NORTH LOT	41	
TOTAL PROPOSED PARKING	90	

PLANT LEGEND				
SYMBOL	PROVIDED TYPE	REQUIRED TYPES	SIZE	COUNT
	SHRUB	X	3'-4' SPREAD	173
	FLOWERING SHRUB/ ORNAMENTAL TREE	X	5'-6' CANOPY	75
	MEDIUM TREE		11'-12' CANOPY	26
	LARGE CANOPY TREE	X	22'-24' CANOPY	9

REZONING: CONDITIONAL REZONING – HENDERSONVILLE CONNECTIONS
(P22-66-CZD)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

PROJECT SUMMARY 2

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SITE IMAGES..... 5

SITE IMAGES..... 6

FUTURE LAND USE 7

REZONING ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4) 8

REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4) 10

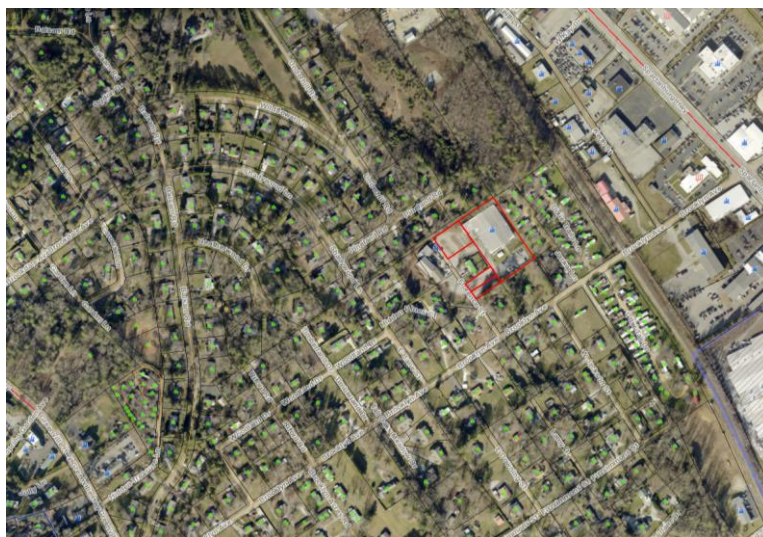
DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT 11

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PROJECT SUMMARY

- Project Name & Case #:
 - Hendersonville Connections
 - P22-66-CZD
- Applicant & Property Owner:
 - Moe Marks / Tamara Peacock Architects [Applicant]
 - Charles Morris / Grace Blue Ridge PCA, Inc. [Owner]
- Property Address:
 - 109 Florence St
- Project Acreage:
 - 2.46 Acres
- Parcel Identification (PIN):
 - 9578-21-4699
 - 9578-21-4924
 - 9578-21-5614
 - 9578-21-5868
- Current Parcel Zoning:
 - C-2 CZD Secondary Business – Conditional Zoning District
- Future Land Use Designation:
 - High Intensity Neighborhood
 - Medium Intensity Neighborhood
- Requested Zoning:
 - C-2 CZD Secondary Business – Conditional Zoning District
- Requested Uses:
 - Religious Institution
 - Day Center
- Neighborhood Compatibility Meeting:
 - July 6, 2022
- Tree Board Meeting:
 - August 16, 2022



SITE VICINITY MAP

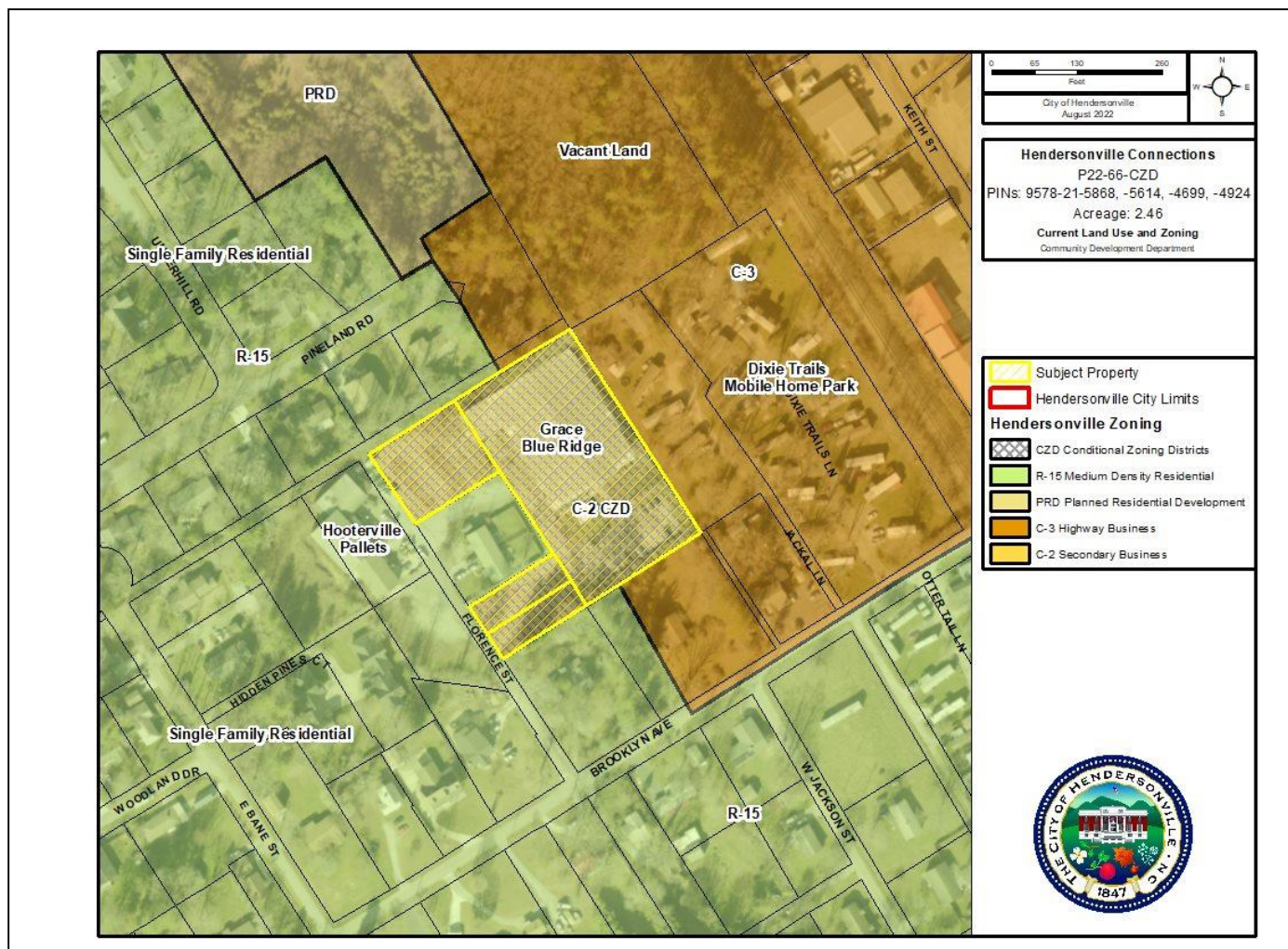
The City of Hendersonville is in receipt of an application for a Conditional Zoning District from Moe Marks of Tamara Peacock Architects and Charles Morris of Grace Blue Ridge Presbyterian Church. The applicant is requesting to amend the C-2 Secondary Business CZD for the subject property at 109 Florence St (PINs 9578-21-4699, 9578-21-4924, 9578-21-5614 and 9578-21-5868) located off of Brooklyn Ave for the establishment of a 'day center' on a portion of a 2.46 acre parcel.

The proposal includes the conversion of a 9,975 Sq Ft portion of an existing church structure into a day center which will serve those in need through the provision of a variety of services.

The proposal also includes improvements to the existing parking areas and significant landscaping in order to address the buffers required for day centers that are located adjacent to residential uses.

Beyond the existing religious institution and the proposed day center, there are no other uses are proposed to be permitted by the rezoning.

EXISTING ZONING & LAND USE



City of Hendersonville Current Zoning & Land Use Map

The subject property is currently zoned C-2 CZD and sits at a transition point between the commercial zoning (C-3, Highway Business) that lines Spartanburg Highway and the R-15, Low Density Residential zoning that encompasses the single/two-family neighborhoods located between Spartanburg Highway and Greenville Highway. East of the subject property is a mobile home community. To the north and south, the subject property abuts single-family uses. Directly to the west, the subject property abuts a duplex while a wood pallet manufacturing facility is located just across Florence St.

The subject property is located ¼ mile from the intersection of Spartanburg Highway and Brooklyn Ave. Spartanburg Highway is designated as a Boulevard. Brooklyn Ave is designated as a Minor Thoroughfare as it provides a connection from Greenville Highway (Major Thoroughfare) across Spartanburg Highway to a residential area east of Old Spartanburg Rd (Minor Thoroughfare).

SITE IMAGES



Front View of principal building at subject property (facing northwest)



View of existing parking area and rear portion of building proposed for day center (facing northeast from Florence St)

SITE IMAGES



View of north side property boundary from Florence St



View of east side property boundary facing southeast (mobile home park to the left)

SITE IMAGES

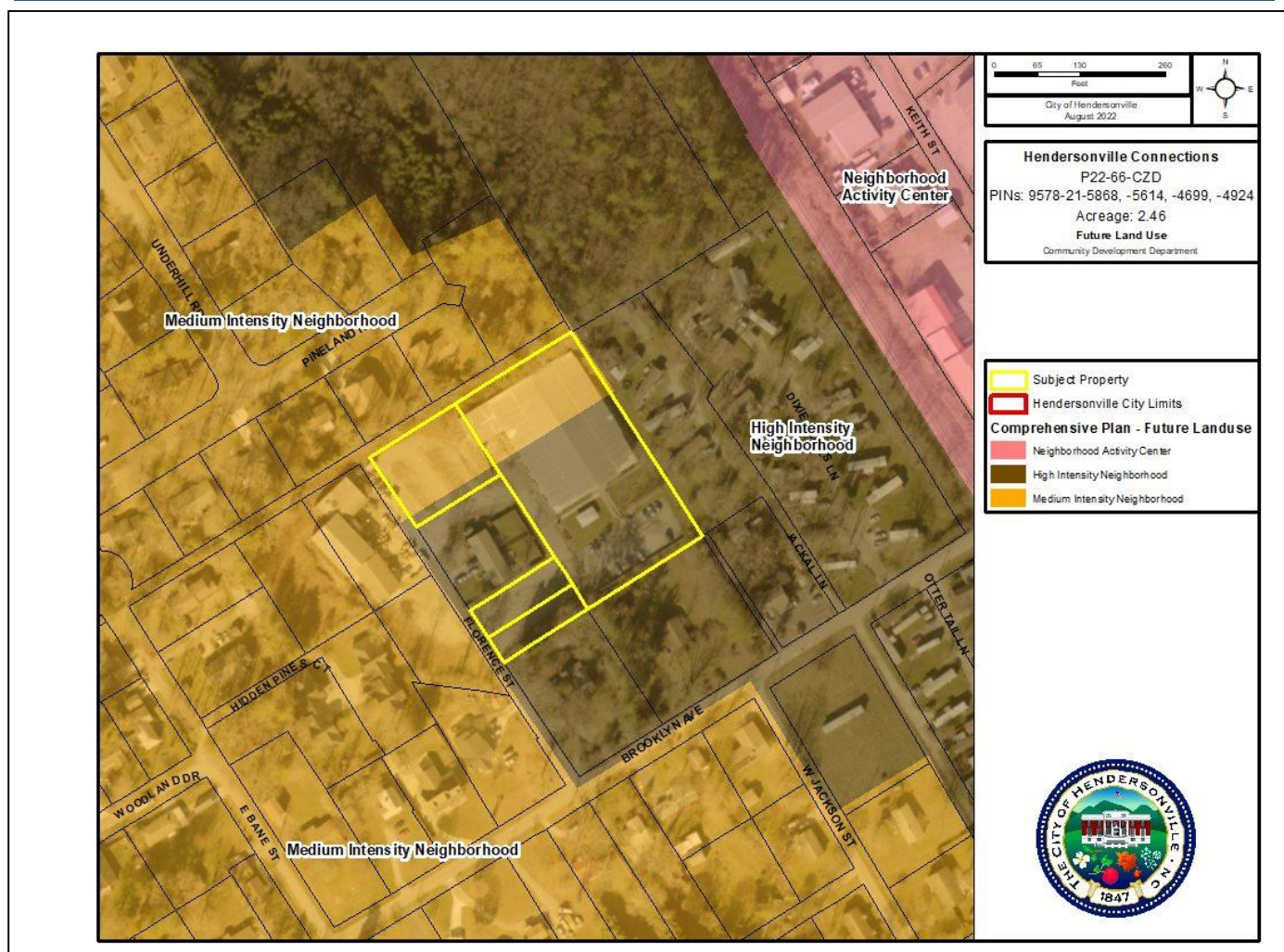


View of existing parking area and southside property boundary (to the right) from Florence St. Duplex to the left and front of church in the background.



Rear view of existing duplex which is wrapped by subject property (facing west from front of church parking lot)

FUTURE LAND USE



City of Hendersonville Future Land Use Map

The subject property has a split Future Land Use designation of High Intensity Neighborhood and Medium Intensity Neighborhood. Properties to the east and south are designated as High Intensity Neighborhood while properties to the north and west are designated as Medium Intensity Neighborhood.

The other designation in proximity to the site is Neighborhood Activity Center which flanks Spartanburg Highway. A small portion of Business Center is located further to the south off of Shepherd St.

Florence St is designated as a Local Street while Brooklyn Ave is designated as a Minor Thoroughfare.

REZONING ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4)

GENERAL REZONING STANDARDS: COMPREHENSIVE PLAN CONSISTENCY	
Future Land Use	<p>The subject property is primarily designated as <i>High Intensity Neighborhood</i> on the <i>Future Land Use Map</i>. While a portion of it is designated as <i>Medium Intensity Neighborhood</i>, staff is recommending that the entire parcel be designated as <i>High Intensity</i>. For that reason, the analysis focus on consistency with the goals/strategies under <i>High Intensity Neighborhood</i>.</p> <p>Goal LU-7. High-Intensity Neighborhood. <i>Encourage low-maintenance, high density housing that supports Neighborhood and Regional Activity Centers and downtown and provides a transition between commercial and single-family development. Promote walkable neighborhood design that creates attractive and functional roadway corridors and multi-family residential neighborhoods.</i></p> <p>[CONSISTENT]</p>
	<p>Strategy LU-7.3. Secondary recommended land uses:</p> <ul style="list-style-type: none"> • <i>Public and institutional uses</i> [CONSISTENT]
	<p>Strategy LU-7.4. Development guidelines:</p> <ul style="list-style-type: none"> • <i>Eight or more units per gross acre</i> [N/A] • <i>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</i> [CONSISTENT] • <i>At least 60% open space in new residential developments greater than three acres</i> [N/A] • <i>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)</i> [INCONSISTENT] • <i>Encouragement of walkable neighborhood design, as described under Goal PH-3 in Chapter 2</i> [N/A]
Land Use & Development	<p>The property is designated as a “Priority Infill Area” on the <i>Growth Management Map (Map 8.3a)</i>. “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]</p>
	<p>Strategy LU-1.1. <i>Encourage infill development and redevelopment in areas planned for high-intensity development</i> [CONSISTENT]</p>
	<p>Strategy LU-3.5. <i>Minimize negative impacts from growth and land use changes on existing land uses.</i> [CONSISTENT]</p>
Population & Housing	<p>Strategy PH-1.1. <i>Promote compatible infill development...Compatibility is achieved through selection of appropriate land uses and/or design strategies that smooth the transition between potentially conflicting land uses. Design strategies should address architectural compatibility and scale as well as <u>landscape buffering</u>.</i></p>
	<p>Strategy PH-3.2. <i>Encourage mixed land use patterns that place residents within walking distance of services.</i></p>
Natural & Environmental Resources	No Goals, Strategies or Actions are directly applicable to this project.
Cultural & Historic Resources	No Goals, Strategies or Actions are directly applicable to this project.

Community Facilities	<i>Strategy CF-1.1. Encourage co-location of new community facilities</i>
	<i>Strategy CF-1.2. Continue to encourage joint use of existing community facilities, as well as usage of these facilities by community organizations.</i>
	<i>Strategy CF-1.3. Encourage location of community facilities in mixed-use community centers with excellent multi-modal access.</i>
Water Resources	No Goals, Strategies or Actions are directly applicable to this project.
Transportation & Circulation	<i>Strategy TC-1.1. - Encourage mixed-use, pedestrian-friendly development that reduces the need to drive between land uses.</i>

REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS	
Compatibility	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property –
	A mix of commercial, institutional and residential uses are found in the vicinity of the subject property. Compatibility between adjacent land uses is insured through the provision of landscaped buffers.
Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment -
	The following was provided by the service provider: “Since the COVID-19 pandemic, it has become clear that most residents who require assistance from social service agencies don’t have just one need. Their needs are often complex, far-reaching, and revealed over time. With the wide geographic distribution of critical services across our community and the lack of reliable and convenient mass transportation, the Connection Center will be an answer to reducing barriers to accessing necessary services.”
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 following was provided by the service provider: “The Connections Center will be a beautiful, welcoming space where clients can go to address many needs in one location, including access to staff from multiple social service organizations; a central location for classes, groups, and services; access to necessary personal care for clients such as showers, laundry, storage, healthy snacks, and mail drop; drop-in computer and Wi-Fi access to enable on-line submissions of applications for housing, jobs, and other services; substance use disorder recovery groups and a Peer Living Room.”
Public Facilities	Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment
	The site is served by City water and sewer service. Florence St is designated as a Local street on the Comprehensive Transportation Plan and is maintained by the City. The subject property is serviced by the City Fire Dept and will also be served by the City of Hendersonville Police.
Effect on Natural Environment	Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife -
	The subject property currently features a small number of existing trees as well as natural areas that serve as buffers. These perimeter buffers will be enhanced by the proposed landscape buffers which are required for day centers adjacent to residential uses. A total of 35 new plantings of large to medium size canopy trees are proposed for the site.

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 Future Land Use designation recommends public and institutional uses as a secondary recommended land use. Compatibility is achieved through the implementation of landscape buffers per Strategy PH 1.1.

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

DRAFT [Rationale for Approval]

- *The proposed use will provide a need to the underserved in the community.*
- *The proposed use will be made compatible through the implementation of landscaped buffers.*

DRAFT [Rational for Denial]

- *The proposed day center use is incompatible with adjacent residential uses*

STAFF SITE PLAN REVIEW – SUMMARY COMMENTS**PROPOSED REQUEST DETAILS**

- Site Plan Summary:
 - The site plan accompanying this petition contains the following provisions:
 - 1 principal building housing existing church and proposed day center
 - Existing and proposed paved and gravel driveways, sidewalks and parking spaces (49 existing + 41 proposed) (34.7%)
 - Open Space totaling .37 Acres (14.6%)
 - Landscaped Buffers:
 - Required:
 - 15' Buffer
 - Type B Buffer
 - Type B Buffer = per 100 LF (4 Canopy Trees + 25 Evergreen Shrubs + 33 Flowering Shrubs)
 - 6' Tall Fence or Wall
 - Provided:
 - See Conditions below
- Proposed Uses:
 - Day Center
 - Religious Institution
- Developer Proposed Conditions (included on Site Plan):
 - The developer requests alternative compliance with the buffer standards as outlined below and illustrated on site plan:
 - North buffer:
 - No trees planted within 50' Sewer Easement
 - Proposed - 42 shrubs per 100 linear ft. in easement. Removable 6' fencing proposed for access in easement.
 - Required - 4 large canopy trees + 25 evergreen shrubs + 33 flowering shrubs + Removable 6' fencing.
 - Rear of building – Proposed preservation of 152 ft of existing foliage in lieu of new plantings. Masonry, wood or barrier of equal opacity option within this 152 ft section.
 - Remainder of north buffer:
 - Proposed - 3 medium trees + 10 evergreen shrubs + 18 flowering shrubs per 100 linear ft. 6' Masonry, wood or barrier of equal opacity option to be placed in this area.
 - Required – 4 large canopy trees + 25 evergreen shrubs + 33 flowering shrubs per 100 linear ft + 6' masonry or wood fence
 - East buffer:
 - North end of buffer has an existing concrete walkway proposed to be kept. Each side of the path is lined with flora for maximum screening. Outer edge –
 - Proposed - 3 medium trees + 10 evergreen shrubs + 14 flowering

- shrubs per 100 linear ft. Masonry, wood or barrier of equal opacity option to be placed in this area.
 - A 7' wide buffer is requested around proposed patio with an 8' high fence instead of the required 6' fence to exceed standards of privacy screening.
 - Required - 4 large canopy trees + 25 evergreen shrubs + 33 flowering shrubs per 100 linear ft + 6' masonry or wood fence
- South end of buffer - first 150 ft from the south -
 - Proposed - 4 large canopy trees + 4 medium trees + 4 evergreen shrubs per 100 linear ft. 6' Masonry, wood or barrier of equal opacity option to be placed in this area.
 - Required - 4 large canopy trees + 25 evergreen shrubs + 33 flowering shrubs per 100 linear ft + 6' masonry or wood fence
- South buffer:
 - Proposed
 - West end - medium trees provided on west end at area where drive access tightens available planting area.
 - East end - No foliage provided on east side of south buffer where existing 4' wooden fence and 6' vinyl fence is to be preserved.
 - Required
 - 4 large canopy trees + 25 evergreen shrubs + 33 flowering shrubs per 100 linear ft + 6' masonry or wood fence
- West (north interior):
 - Sewer easement, no trees planted
 - Proposed –
 - 42 shrubs per 100 linear ft. in easement.
 - 7 evergreen shrubs and 35 flowering shrubs per 100 linear feet at area of partial easement.
 - Fence on neighboring property to serve as vertical barrier
 - Required - 4 large canopy trees + 25 evergreen shrubs + 33 flowering shrubs per 100 linear feet + 6' tall fence or wall on subject property.
- West (east interior):
 - Proposed –
 - 4 medium canopy trees + 25 evergreen shrubs + 33 flowering shrubs.
 - Fence on neighboring property to serve as vertical barrier
 - Required –
 - 4 large canopy trees + 25 evergreen shrubs + 33 flowering shrubs per 100 linear feet + 6' tall fence or wall on subject property.
- West (south interior); existing parking lot drive lanes located within 15' required buffer.
 - Proposed –
 - No plantings in existing parking lot drive area

- Remainder of buffer to be planted with 2 large canopy trees + 2 medium trees + 8 evergreen shrubs + 8 flowering shrubs per 100 linear feet
- Fence on neighboring property to serve as vertical barrier
- Required –
 - 4 large canopy trees + 25 evergreen shrubs + 33 flowering shrubs per 100 linear feet + 6’ tall fence or wall on subject property.

OUTSTANDING ISSUES & PROPOSED CONDITIONS

COMMUNITY DEVELOPMENT

Site Plan Comments:

The site plan accompanying this petition meets the standards established by the Zoning Ordinance for Planned Residential Development (5-14) with the following exceptions:

- A number technical corrections were provided to the applicant and were resolved or shall be resolved at Final Site Plan.
- The presence of a sewer easement on the property will prevent the planting of trees and the use of masonry wall for buffering. Staff recommends shrubs and removable sections of wood fence where the sewer easement intersects with required buffer areas.

Proposed City-Initiated Conditions:

- None

CITY ENGINEER

Site Plan Comments:

- Disturbed Area should be provided on site plan to determine if Stormwater and Soil & Erosion Control permits are required.
- Must show existing utilities on site plan, show existing easements as well, if available.

Proposed City-Initiated Conditions:

- None

WATER / SEWER

Site Plan Comments:

- No Utility Plan Provided

Proposed City-Initiated Conditions:

- None

FIRE MARSHAL

Site Plan Comments:

- Entry/exit required to be minimum of 20 feet wide. Applies to current and future entrances

Proposed City-Initiated Conditions:

- None

STORMWATER ADMINISTRATOR

Site Plan Comments:

- Provide Stormwater management plan with disturbed area and built upon area calculations

Proposed City-Initiated Conditions:

- None

FLOODPLAIN ADMINISTRATOR

Site Plan Comments:

- None

Proposed City-Initiated Conditions:

- None

PUBLIC WORKS

Site Plan Comments:

- None

Proposed City-Initiated Conditions:

- None

NCDOT

Site Plan Comments:

- None

Proposed City-Initiated Conditions:

- None

TRANSPORTATION CONSULTANT

Site Plan Comments:

- None (the proposed use did not trigger a TIA)

Proposed Condition:

- None

TREE BOARD

Site Plan Comments & Recommended Conditions:

- See attached Tree Board Summary



NEIGHBORHOOD COMPATIBILITY MEETING REPORT
HENDERSONVILLE CONNECTIONS (P22-66-CZD)
MEETING DATE: July 6, 2022

PETITION REQUEST: Rezoning: C-2 Secondary Business - Conditional Zoning District (C-2 CZD)

APPLICANT/PETITIONER: Moe Marks (Tamara Peacock Architects) [Applicant]
 Charles Morris (Grace Blue Ridge PCA, Inc.) [Owner]

NEIGHBORHOOD COMPATIBILITY MEETING SUMMARY:

A Neighborhood Compatibility Meeting was held for this project on July 6, 2022 at 2pm in the City Operations Building at 305 Williams St and via Zoom. The meeting lasted approximately 30 minutes.

There were six members of the public in attendance in-person while 1 other attended virtually. Two members of city staff were present. For the development team, representing Tamara Peacock Architects was Dennis Bro (in-person) and Moe Marks (online). Rachel Ingram, Executive Director of Hendersonville Connections Center was also present in-person.

Staff gave the formal introduction and a brief overview of the request.

There were no pre-submitted.

The development team was allowed to present their project proposal. Moe Marks presented the site plan including some various options for meeting the buffer requirements. Rachel Ingram provided details on the operations and intent of the day center.

Concerns and questions from the public related to impact on neighboring properties, access points to the day center, hours of operations, and questions about the potential for other high intensity development in the area.

Full minutes from the Neighborhood Compatibility are available for review by request.



TREE BOARD RECOMMENDATION

HENDERSONVILLE CONNECTIONS (P22-66-CZD) MEETING DATES: August 16 & September 20, 2022

PETITION REQUEST: Rezoning: C-2 Secondary Business - Conditional Zoning District (C-2 CZD)

APPLICANT/PETITIONER: Moe Marks (Tamara Peacock Architects) [Applicant]

Charles Morris (Grace Blue Ridge PCA, Inc.) [Owner]

TREE BOARD ACTION SUMMARY:

The Tree Board initially considered this item at a regular meeting on August 16, 2022. The Tree Board reconsidered this item on September 20, 2022 (see next page).

For the August meeting, the applicant was not present. The following Tree Board members were present: Glenn Lange, Andy Crawford, Mary Davis, Landon Justice, Pat Christie, and Mack Brackett. Absent was Mark Madsen. Planning Staff presented the proposed site plan and fielded questions from the Board.

SUMMARY

The project is required to have a Type B buffer (15' wide) with a 6' tall fence or wall along the property lines. The developer is requesting some relief from the buffer width requirement due to a proposed patio and presence of existing parking/driveways which constrains the buffer in those locations. The developer also provided an alternative where the buffer would be allowed to be adjacent to the building, as opposed to the property boundary, in certain locations. The site plan did not show large canopy trees throughout the Type B buffer, as required. Staff indicated that no existing trees will be impacted by this project.

RECOMMENDATIONS

A motion was made by Glenn Lange to ask Planning staff to relay the Tree Board's comments back to the developer and to bring a revised site plan to the next Tree Board Meeting in September for additional review.

Feedback from the Tree Board included:

- *Improve detail on site plan in regards to what is being proposed and how it does or does not meet the standards.*
- *The Board is concerned about the spacing between the property line and the building edge on the east side. Guidance from the Tree Board is that the developer plant small to medium size trees or alternate ornamental and medium size trees along that section and utilize large canopy trees where practicable. The Board also suggest that where large canopy trees are required but replaced with medium and small trees, then large canopy trees should be planted elsewhere on the site such as in the common open space areas.*
- *Buffering the building rather than the property boundary is insufficient*

BOARD ACTION

Motion: Lange

Yeas: All

TREE BOARD ACTION SUMMARY:

The Tree Board reconsidered this item at a regular meeting on September 20, 2022. The applicant was not present at the meeting. The following Tree Board members were present: Glenn Lange, Andy Crawford, Mary Davis, Mark Madsen, Pat Christie, and Mack Brackett. Absent was Landon Justice. Planning Staff presented the proposed site plan and fielded questions from the Board.

SUMMARY

The revised site plan submitted by the applicant took into account the guidance given by the Tree Board from their August meeting. Medium and small-size trees replaced large canopy trees where site conditions were more favorable to smaller sized trees. Additional tree plantings were provided in the lower east corner to offset some of the net tree planting reductions and to provide a substantial vegetative buffer where current vegetation is lacking and where the abutting properties have single-family residential uses. The details of the specific requests for relief from standards/alternative compliance are listed on the site plan.

RECOMMENDATIONS

The general sentiment was favorable in regards to the revised site plan. Given the current condition of the site (lacking in significant vegetation) and the site constraints (existing driveways and parking areas, sewer easement, etc.), the proposed plan was determined to be a vast improvement to current conditions and was considered to sufficiently provide buffers through alternative compliance with the zoning ordinance. A motion was made by Glenn Lange to recommend approval of the landscaping plan as presented.

BOARD ACTION Motion: Lange Yeas: All

PLANNING BOARD RECOMMENDATIONProject #: P22-66-ZTAMeeting Date: September 12, 2022

PETITION REQUEST: Conditional Rezoning: Hendersonville Connections

APPLICANT/PETITIONER: Moe Marks, Tamara Peacock Architects

PLANNING BOARD ACTION SUMMARY:

Staff gave a presentation on the request and reviewed the guidance from the Comprehensive Plan as well as the criteria for considering a rezoning. Planning Board considered this item for 1 hour and 5 minutes.

The development team was represented by Rachel Ingram with Hendersonville Connections and Kristen Martin with Thrive as well as representatives from Tamara Peacock Architects, each of whom spoke on behalf of the petition.

No members of the public spoke during the public hearing.

The Planning Board asked questions and discussed the proposed planting as well as the utilization of existing fence.

MOTION:

Mr. Hanley made a motion to approve the petition. The motion passed with the following language.

COMPREHENSIVE PLAN CONSISTENCY AND REASONABLENESS STATEMENT:

The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The High Intensity Neighborhood Future Land Use designation recommends public and institutional uses as a secondary recommended land use. Compatibility is achieved through the implementation of landscape buffers per Strategy PH I.I.

REASONABLENESS STATEMENT

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

[Rationale for Approval]

1. The proposed use will provide a need to the underserved in the community.
2. The proposed use will be made compatible through the implementation of landscaped buffers.

CONDITIONS:

Three conditions were recommended by the Planning Board, in addition to those provided on the site plan. The applicant has agreed to these conditions and they are included on the Site Plan dated 9/13/22. The Planning Board recommended conditions are as follows:








- 1) Utilization of existing fence shall be conditioned to be repaired or replaced by the property owner if removed, damaged or deteriorated.
- 2) New fencing shall meet the standards for Day Centers per Zoning Code
- 3) 4' Existing fence along southern property boundary shall be replaced and meet standards for Day Centers per Zoning Code.

BOARD ACTION:

- **Motion/Second:** Hanley / Nace
- **Yeas:** Nace, Hanley, Robertson, Flores, Martin
- **Nays:** Brown
- **Absent:** Cromar, Blatt, Glassman
- **Recused:** Peacock



Hendersonville Connections
P22-66-CZD
PINs: 9578-21-5868, -5614, -4699, -4924
Acreage: 2.46
Proposed Zoning
Community Development Department

- Hendersonville Zoning**
-  Subject Property
 -  Hendersonville City Limits
 - Hendersonville Zoning**
 -  CZD Conditional Zoning Districts
 -  R-15 Medium Density Residential
 -  PRD Planned Residential Development
 -  C-3 Highway Business
 -  C-2 Secondary Business





**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT**

100 N. King Street, Hendersonville, NC 28792

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

www.hendersonvillenc.gov

**Conditional Zoning District Petition
Section 7-4 and Article 11 City Zoning Ordinance**

The following are the **required** submittals for a complete application for rezoning a property or properties to a Conditional Zoning District. Staff will not review applications until each item has been submitted and determined complete. By placing a check mark by each of the following items, you are certifying that you have performed that task.

- ☒ 1. Scheduled Pre-Application meeting with Planning Staff
 - 1a. Completed Neighborhood Compatibility Meeting – Contact Staff & Review CZD Checklist for additional information
- ☐ 2. Water and Sewer Availability Request
- ☒ 3. Completed Application Form
- ☒ 4. Completed Signature Page (completed Owner's Affidavit if different from applicant)
- ☒ 5. Completed Site Plan as described in Section 7-4.3-1 of the City Zoning Ordinance
- ☒ 6. Detailed explanation of any Proposed Development Description
- ☒ 7. Application Fee

Note: Additional Approvals prior to the issuance of a Zoning Compliance Permit may include, but are not limited to the following:

- Henderson County Sedimentation & Erosion Permit
- Stormwater Management Plan
- Utility Approval
- NCDOT Permit
- Any other applicable permits as determined by the Community Development

[Application Continued on Next Page]

Office Use:

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

A. Applicant Contact Information

Moe Marks

* Printed Applicant Name

Peacock Company Architects

Printed Company Name (if applicable)



Corporation



Limited Liability Company



Trust



Partnership



Other:

Moe Marks



Digitally signed by Moe Marks

Date: 2022.06.22 11:57:41 -04'00'

Applicant Signature

Architectural Designer

Applicant Title (if applicable)

Address of Applicant

104 First Avenue East, Suite A

City, State, and Zip Code

Hendersonville, NC 28792

Telephone

828.696.4000

Email

* Signature of the property owner acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

[Application Continued on Next Page]

B. Property Owner Contact Information (if different from Applicant)

CHARLES C. MORRIS

*Printed Owner Name

GRACE BLVERIDGE P.C.A. INC.

Printed Company Name (if applicable)

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership

☒ Other: 501(c)3

Charles C. Morris

Property Owner Signature

SENIOR PASTOR

Property Owner Title (if applicable)

HENDERSONVILLE, NC. 28792

City, State, and Zip Code

828-393-5147

Telephone

CHAS@GRACEBLVERIDGE.COM

Email

* Property owner hereby grants permission to the City of Hendersonville personnel to enter the subject property for any purpose required in processing this application.

* If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

C. Property Information

Name of Project: Henderson Connections

PIN(s): 9578215868

Address(es) / Location of Property: 109 Florence Street
Hendersonville NC 28792

Type of Development: ☐ Residential ☒ Commercial ☐ Other

Current Zoning: CZD

Total Acreage: 1.72

Proposed Zoning: CZD

Proposed Building Square Footage: 9,975 sqft converted existing covered pavilion

Number of Dwelling Units: 0

List of Requested Uses:

Religious Institution (existing)
Day Center; office spaces, conference rooms, staff break room, seasonal storage space, intake rooms, restrooms, exterior pet area, server closet, kitchen/pantry/ laundry room, multi-purpose space(kids play area/ computer area), chapel/meditative space, communal living area.

D. Proposed Development Conditions for the Site

In the spaces provided below, please provide a description of the Proposed Development for the site.

Renovation and Addition for a new non-profit hub for Hendersonville. The project will be built out from an existing metal building bay at the rear of Grace Blue Ridge. The addition will be off the rear western façade. The project will house the programming ad defined by Riseroot Architecture in the programming meeting dated 9/9/21. Generally, the program is defined as a day center with administrative functions and support functions such as storage and utilities. Tamara Peacock Architects will provide schematic design services through construction administration, including the Conditional Use permitting process through the City of Hendersonville.



StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

Order Confirmation

Not an Invoice

Section 7, Item C.

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Date:	09/16/2022
Order Number:	7800818
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	106.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	09/25/2022 - 10/02/2022	Public Notices
HEN blueridgenow.com	2	09/25/2022 - 10/02/2022	Public Notices

Total Order Confirmation	\$30.44
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PUBLIC HEARING NOTICE

Notice is hereby given that the City of Hendersonville City Council will hold three public hearings on Thursday, October 6, 2022, at 5:45 p.m., or as soon thereafter as possible in the City Operations Assembly Room located at 305 Williams Street, Hendersonville NC to consider the following:

I. Conditional Zoning District-Hendersonville Connections (P22-066-CZD) – Application for a conditional rezoning from Moe Marks of the Tamara Peacock Company Architects, applicant and Charles C. Morris of Grace Blue Ridge, PCA, Inc., property owner. The applicant is requesting to rezone the subject property, PIN's 9578-21-4699, 9578-21-4924, 9578-21-5614 and 9578-21-5868 and located at 109 Florence Street, from C-2 CZD, Secondary Business Conditional Zoning District to C-2 CZD, Secondary Business Conditional Zoning District for the use of a 9,975 sq. ft. Day Center on approximately 1.72 acres.

II. Zoning Text Amendment – Reduction of Parking Minimums in C-1 (P22-072-ZTA) – An application from Moe Marks of the Tamara Peacock Company Architects for a Zoning Text Amendment pertaining to the ratio of parking spaces required for residential uses in the C-1.

III. Zoning Text Amendment – Multi-Family in 7th Avenue MSD (P22-075-ZTA) – An application from Dan Mock of Rockwood Development for a Zoning Text Amendment to allow Multi-Family within the 7th Avenue Municipal Service District.

Digital/written public hearing comments must be received twenty-four hours prior to the meeting (by 5:45 p.m. on Wednesday October 5th.) to be considered by the City Council and must comply with security criteria in the Council's Public Comment Policy, available on the City's website.

Public hearing comments will also be accepted during the meeting from those attending in person and from those participating live via ZOOM at the designated time at this meeting. For security reasons screen sharing will not be allowed. Anyone wishing to submit written/digital public hearing comments for these public hearings prior to the meeting may visit <https://www.hendersonvillenc.gov/comment> to submit their comment. It is not necessary to submit digital comments if you are planning to address City Council during the meeting.

The meeting instructions to join by Zoom will be available on the City's website calendar by visiting <https://www.hendersonvillenc.gov/events-calendar> and as follows:

Zoom information for the meeting is: <https://zoom.us/join>
 Dial-in by phone: (446) 558-8656
 Meeting ID: 822 0104 2528
 Passcode: 1847

The City of Hendersonville is committed to providing accessible facilities, programs, and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact the City Clerk no later than 24 hours in advance of the meeting (828) 697-3005.

9/25, 10/2/2022 #7800818

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- II. **Zoning Text Amendment – Reduction of Parking Minimums in C-1 (P22-072-ZTA)** – An application from Moe Marks of the Tamara Peacock Company Architects for a Zoning Text Amendment pertaining to the ratio of parking spaces required for residential uses in the C-1.
- III. **Zoning Text Amendment – Multi-Family in 7th Avenue MSD (P22-075-ZTA)** – An application from Dan Mock of Rockwood Development for a Zoning Text Amendment to allow Multi-Family within the 7th Avenue Municipal Service District.

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Run two times: Sunday, September 25, 2022, Sunday, October 2, 2022



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

PLANNING DIVISION

SUBMITTER:	Matthew Manley	MEETING DATE:	October 6, 2022
AGENDA SECTION:	Public Hearing	DEPARTMENT:	Community Development
TITLE OF ITEM:	Zoning Text Amendment: Parking Standards in C-1 (P22-72-ZTA) – <i>Matthew Manley, AICP – Planning Manager</i>		

SUGGESTED MOTION(S):

<p><u>For Recommending Approval:</u></p> <p>I move City Council <u>adopt</u> an ordinance amending the official City of Hendersonville Zoning Ordinance, Article V. – Zoning District Classifications, Section 5-6-3.1. and Section 5-14-6.7; and Article VI. – General Provisions, Section 6.5. “Off-street Parking Standards” based on the recommended modifications to the petition as presented by staff and based on the following:</p> <p>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:</p> <p style="padding-left: 40px;">The petition aligns with Goal LU-10 of the Land Use and Development Chapter which calls for maintaining a highly urban, pedestrian-focused environment through building and streetscape design.</p> <p>2. We <u>[find]</u> this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:</p> <ol style="list-style-type: none"> 1. The amendments align the minimum parking requirements for the C-1 and PRD Zoning Districts with other residential and mixed-use parking standards. 2. The amendments reduce costs associated with, and restrictions for, residential development in downtown and along thoroughfares. Residential development and utilization of underutilized properties within these areas is desired. 	<p><u>For Recommending Denial:</u></p> <p>I move City Council <u>deny</u> an ordinance amending the official City of Hendersonville Zoning Ordinance, Article V. – Zoning District Classifications, Section 5-6-3.1. ‘Parking Loading’ in the C-1 Zoning District [and Section 5-14-6.7; and Article VI. – General Provisions, Section 6.5. “Off-street Parking Standards”], based on the following:</p> <p>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:</p> <p style="padding-left: 40px;">The petition aligns with Goal LU-10 of the Land Use and Development Chapter which calls for maintaining a highly urban, pedestrian-focused environment through building and streetscape design.</p> <p>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:</p> <ol style="list-style-type: none"> 1. The text amendment would place a burden on public parking in downtown <p style="text-align: center; padding-top: 20px;">[DISCUSS & VOTE]</p>
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<ol style="list-style-type: none"> 3. Amount of parking needed for a development is market-driven. 4. A significant amount of public and private parking spaces are available with the C-1 Zoning District. 5. Reduction of minimum parking space requirements reduces the need for individually-owned surface parking lots. 6. Centrally-located, consolidated parking locations are preferred over individually-owned surface parking lots as a means of protecting and advancing walkability and better utilizing land within the downtown core. <p style="text-align: center;">[DISCUSS & VOTE]</p>	
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***SUMMARY:** The City of Hendersonville is in receipt of an application for a Zoning Text Amendment from Moe Marks of Tamara Peacock Architects for an amendment to eliminate parking minimums within C-1. Currently there is no parking minimum for commercial uses or residential uses under 5 dwelling units. Currently, residential developments with 5 or more dwelling units requires 1.5 parking spaces per dwelling unit in the C-1 district. The 7th Ave Municipal Service District has no parking minimums due to an exemption established in the zoning ordinance. A full comparison of parking minimums by district is provided in the staff report.*

Hendersonville's downtown provides a significant amount of public on-street parking, public and private surface lots and structured public parking will be available soon. Parking in downtown is in high demand from a variety of users including downtown dwellers, local residents and visitors.

In consideration of the applicant's request, staff is recommending the reduction of parking minimums to 1 per dwelling unit to align with standards across our zoning ordinance. As part of this amendment, Staff is also proposing to align standards in the PRD as well and make clarifications to the per unit parking requirements in the general parking standards to ensure consistency.

PROJECT/PETITIONER NUMBER:	P22-72-ZTA
PETITIONER NAME:	Moe Marks, Tamara Peacock Architects
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Staff Report 2. Planning Board Summary 3. Downtown Parking Map 4. Draft Ordinance 5. Application

Ordinance #O-22-57

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND ARTICLE V. – ZONING DISTRICT CLASSIFICATIONS, SECTION 5-6-3.1. AND SECTION 5-14-6.7; AND ARTICLE VI. – GENERAL PROVISIONS, SECTION 6.5. “OFF-STREET PARKING STANDARDS” OF THE CITY OF HENDERSONVILLE ZONING ORDINANCE TO ADDRESS STANDARDS FOR PARKING REQUIREMENTS

WHEREAS, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on September 12, 2022; voting 6-0 to recommend City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance, and

WHEREAS, City Council took up this application at its regular meeting on October 6, 2022, and

WHEREAS, City Council has found that this zoning text amendment is consistent with the City’s comprehensive plan, and that it is reasonable and in the public interest for the reasons stated, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on October 6, 2022,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville to amend Article V. – Zoning District Classifications, Section 5-6-3.1. and Section 5-14-6.7; and Article VI. – General Provisions, Section 6.5. “Off-street Parking Standards” be amended as follows to reduce minimum parking requirements in the C-1 and PRD Zoning Districts and to make additional clarifications and corrections.

Section 5-6-3. Development standards.

The following standards shall apply to development within the C-1 Central Business Zoning District Classification and Central Business Conditional Zoning District Classification in addition to all other applicable standards contained in this appendix.

5-6-3.1. Parking and Loading. For non-residential developments and residential developments containing fewer than five dwelling units, no off-street parking is required. For residential developments containing five or more dwelling units, off-street parking of one ~~and one half~~ spaces per dwelling unit shall be provided.

As far as practicable, off-street parking, when provided, shall be accessed by means of east-west streets or alley ways and shall be designed so that it is screened, as far as practicable, to minimize motor vehicles and parking areas from view from Main, Church and King Streets. This provision is not intended to require that buildings be screened from view.

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

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

Section 6.5. Off-street Parking Standards

Residential dwellings	1 per each dwelling unit or 1.5 per each dwelling unit <u>containing</u> exceeding three -or more bedrooms
Planned residential development	1.5 per <u>each dwelling</u> unit w/1 or 2 bedrooms and or 2 <u>1.5</u> per <u>each dwelling</u> unit <u>containing</u> w/3 <u>three or more</u> + bedrooms

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of October 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

ZONING TEXT AMENDMENT:
PARKING STANDARDS IN C-1 (P22-72-ZTA)

CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

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LEGISLATIVE COMMITTEE RECOMMENDATION 4

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AMENDMENT ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4) 6

DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT 7



PROJECT SUMMARY

- Project Name & Case #:
 - Reducing Parking Minimums in C-1
 - P22-72-ZTA
- Applicant:
 - Moe Marks, Tamara Peacock Architects
- Articles Amended:
 - Section 5-6-3.1. Parking and Loading (C-1)
 - Section 5-14-6.7 Off-street parking
 - Section 6.5. Off-street Parking Standards (PRD)
- Applicable Zoning District(s):
 - C-1
 - PRD
- Future Land Use Designation
 - Downtown Core
- Planning Board - Legislative Committee Meeting
 - August 30, 2022
- Downtown Advisory Board - Downtown Economic Vitality Committee Meeting
 - September 6, 2022
- Summary Basics:
 - The petition proposes to eliminate parking minimums in the C-1, Central Business, Zoning District
 - Staff is recommending a reduction of parking minimums to align parking minimums requirements in C-1 & PRD with other residential districts.

*Summary of Amendment Petition:*

The City of Hendersonville is in receipt of an application for a Zoning Text Amendment from Moe Marks of Tamara Peacock Architects for an amendment to the required number of parking spaces per unit for residential developments in the downtown area of Hendersonville. The applicant's proposal would eliminate parking minimums within C-1. Currently there is no parking minimum for commercial uses or residential uses under 5 dwelling units.

Currently, residential developments with 5 or more dwelling units requires 1.5 parking spaces per dwelling unit in the C-1 district. The 7th Ave Municipal Service District has no parking minimums due to an exemption established in the zoning ordinance. A full comparison of parking minimums by district is provided below.

Hendersonville's downtown provides a significant amount of public on-street parking, public and private surface lots and structured public parking will be available soon. Parking in downtown is in high demand from a variety of users including downtown dwellers, local residents and visitors.

In consideration of the applicant's request, staff is recommending the reduction of parking minimums to 1 per dwelling unit to align with standards across our zoning ordinance. As part of this amendment, Staff is also proposing to make clarifications to the per unit parking requirements in the general parking standards to ensure consistency.

AMMENDMENT ANALYSIS – AMENDMENT OVERVIEW

An applicant with interest in the development and redevelopment of residential dwelling units in the City's downtown core, has petitioned the City to revise parking minimums within the C-1, Central Business Zoning District. Comparing the current requirement for 1.5 parking spaces for each residential dwelling unit to other zoning districts in the city, we find that this requirement exceeds those of the City's residential and mixed use zoning districts. The CMU, HMU, and GHMU, have a parking minimum of 1 space per unit while Residential districts require a minimum of 1 space per unit up to 3 bedrooms. Meanwhile the Urban Village and Urban Residential districts have suggested parking maximums limiting parking spaces to no more than 1 space per unit and 1.5 parking spaces per unit with 3 or more bedrooms. The only other district which has a parking minimum of 1.5 spaces per unit is the Planned Residential Development (PRD) district. Staff believe that this standard should also be adjusted to align with zoning districts throughout the city. Finally, in the 7th Ave MSD, which is a sub-district of Downtown Hendersonville, the zoning code waives all parking minimums.

Parking Minimums

1.5 Spaces per Unit

C-1, PRD*

1 Space per Unit

CMU, HMU, GHMU, CHMU**, C-3**, C-4**, I-1**, MIC**, R-40**, R-20**, R-15**, R-10**, R-6**, RCT**

Suggested Parking Maximums

1.5 Spaces per Unit

UV**, UR**

No Parking Minimums

7th Ave MSD (portions of CMU & C-2)

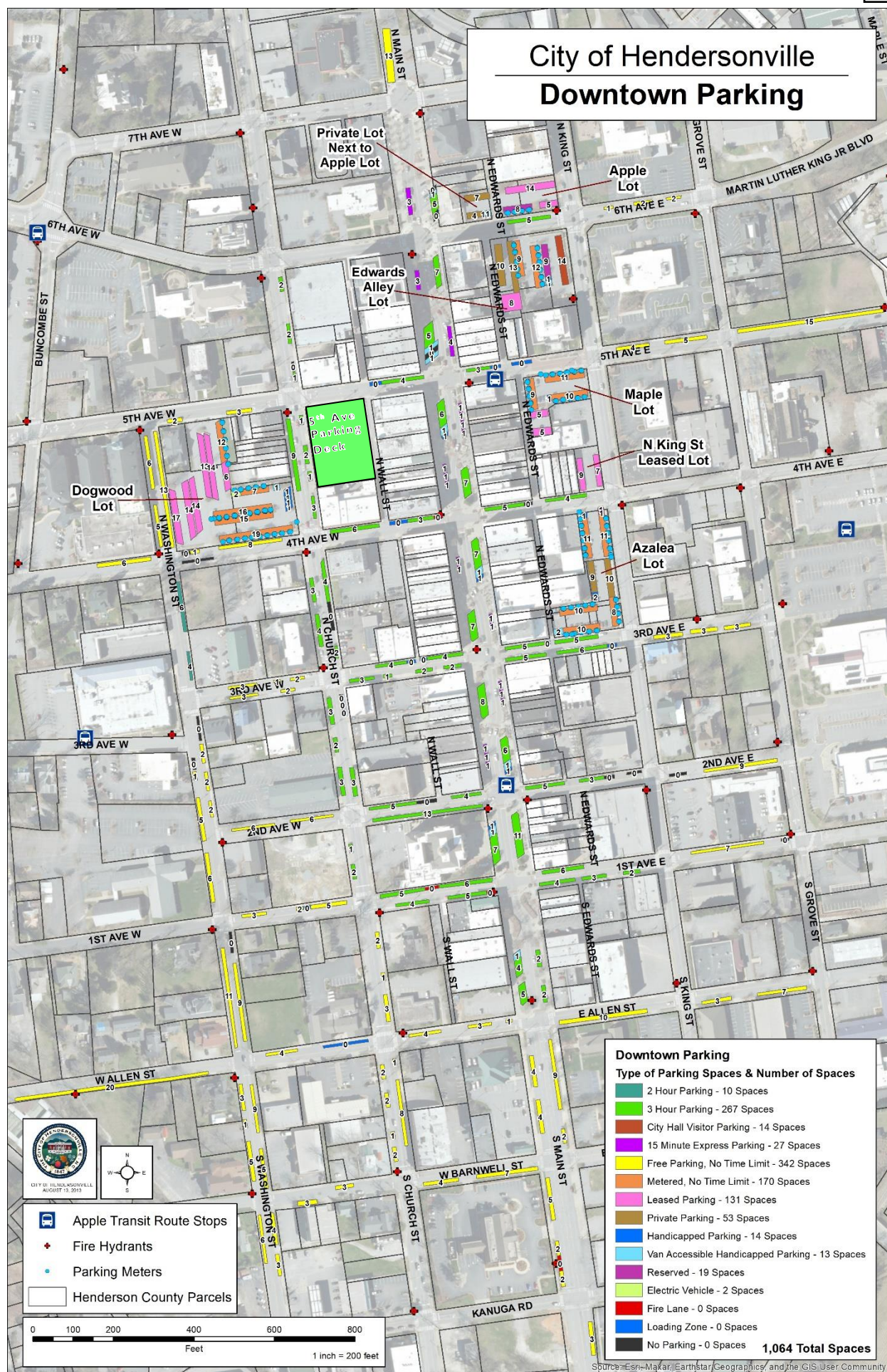
* Units with 3 or more bedrooms require 2 parking spaces

** Units with 3 or more bedrooms require 1.5 parking spaces

There are more public parking spaces in the Downtown area than anywhere else in the city. According to a 2013 Parking Survey, there were a total of 1,064 public and private parking spaces (a map depicting these spaces and their time limits is provided on the following page). A follow-up 2015 Comprehensive Downtown Parking Study used a more focused area and calculated 666 parking spaces in the downtown core. These spaces and time limitations are as follows. The 5th Ave Parking Deck will provide approximately 250 spaces. Public parking solutions related to time limits, metering and fees are currently under review by the Downtown Division and subject to change:

Downtown Parking Inventory

	3 Hour	Handicap	15 Minute	No Time Limit	2 hour	EV	
Main	89	12	27	13	0	0	
Avenues	131	0	0	10	0	0	
Church	48	0	0	6	0	0	
Azalea	50	3	0	0	0	0	
Maple	30	1	0	0	0	0	
Dogwood	50	6	0	0	0	2	
Outer	0	1	0	177	10	0	
	398	23	27	206	10	2	666



LEGISLATIVE COMMITTEE RECOMMENDATION

The Legislative Committee of the Planning Board first met to discuss this petition at their recurring meeting on Tuesday, July 19. The members of the committee that were present were Jim Robertson and Neil Brown. In general, the Committee members were supportive of the proposed text revisions. Staff presented a reduction from 1.5 spaces per unit to 1 space per unit. The Legislative Committee recommended complete elimination of the parking minimums to match the standards for the 7th Avenue MSD.

After this Legislative Committee meeting, Staff further considered the proposal and also considered recommending that the minimum not be reduced entirely, but rather a “Fee-in-Lieu of Parking” be implemented to help offset the additional demand residential units place on public parking. A fee-in-lieu of parking would add extra flexibility for development within the C-I Zoning District and help to provide the City with funding to continue the provision of consolidated public parking within this district. The concept of a fee-in-lieu of parking is not part of staff’s proposal at this time, however the concept will be researched and considered by staff with hopes of bringing a zoning text amendment for fee-in-lieu of parking to Council within the next 12-18 months after the concept is evaluated as part of the new Comprehensive Plan and after the 5th Ave Parking Deck is completed and data from that new facility can be evaluated.

Since the Legislative Committee first convened on this topic, an application proposing the elimination of the parking minimums in the C-I was received. The Legislative Committee reconvened on Tuesday, August 30th to reconsider the proposal and take account of the potential of a fee-in-lieu of parking structure in the future. Members present at this meeting included Neil Brown, Jim Robertson, Stuart Glassman and Peter Hanley along with Matthew Manley and Lew Holloway from City Staff. After considering the rationale for reducing parking minimums and the potential benefit and flexibility of a Fee-in-Lieu system, the Committee recommended aligning the C-I and PRD parking requirements with those of our other zoning districts throughout the City, i.e. minimum of 1 parking space per residential unit.

STAFF ANALYSIS

Additional considerations by staff included the increased cost that minimum parking requirements have on housing and development as well as the potential roadblocks parking requirements present for redevelopment of existing property. Furthermore, parking needs are market-driven. By reducing parking minimums, it offers developers the flexibility to “right-size” their parking needs based on the projected needs of potential tenants/buyers. Developers would be permitted to provide more parking than is required but not less. A reduction to minimum parking requirements will help address these issues.

It is important to note that approximately 1/3rd of City of Hendersonville residents own 1 car or have no vehicle according to the 2020 American Community Survey. With the rise of work-from-home based employment and ride share opportunities, the number of households that do not own a car is anticipated to increase. Furthermore, provision of infill residential development within the City’s walkable, urban locations would allow for more residents to opt out of vehicle ownership.

After additional review and consideration by the Staff and the Legislative Committee the following revisions to the zoning code are recommended:

C-1 - 5-6-3. Development standards.

The following standards shall apply to development within the C-1 Central Business Zoning District Classification and Central Business Conditional Zoning District Classification in addition to all other applicable standards contained in this appendix.

5-6-3.1. Parking and Loading. For non-residential developments and residential developments containing fewer than five dwelling units, no off-street parking is required. For residential developments containing five or more dwelling units, off-street parking of one ~~and one-half~~ spaces per dwelling unit shall be provided.

As far as practicable, off-street parking, when provided, shall be accessed by means of east-west streets or alley ways and shall be designed so that it is screened, as far as practicable, to minimize motor vehicles and parking areas from view from Main, Church and King Streets. This provision is not intended to require that buildings be screened from view.

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

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

Section 6.5. Off-street Parking Standards

Residential dwellings	1 per each dwelling unit or 1.5 per each dwelling unit <u>containing</u> exceeding three or more bedrooms
Planned residential development	1 .5 per <u>each dwelling</u> unit w/1 or 2 bedrooms and or 2 <u>1.5</u> per <u>each dwelling</u> unit <u>containing</u> w/3 <u>three or more</u> ± bedrooms

AMENDMENT ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4)

COMPREHENSIVE PLAN CONSISTENCY	
Land Use & Development	Goal LU-10. Downtown Core: <i>Maintain, enhance, and grow Downtown as a vibrant, mixed-use gathering place and cultural center with an emphasis on retail, arts and entertainment uses. <u>Maintain a highly urban, pedestrian focused environment through building and streetscape design.</u></i>
	Strategy LU-10.4. Development guidelines: <ul style="list-style-type: none"> • Continuous “street wall” with buildings adjacent to the sidewalk [CONSISTENT] • Rear parking or limited side parking only [CONSISTENT]
	Strategy LU-1.1. Encourage infill development and redevelopment in areas planned for high-intensity development. Action LU-1.1.1. Review zoning standards and revise as necessary to enable compatible infill projects. [CONSISTENT]
	Strategy LU-3.5 Minimize negative impacts from growth and land use changes on existing land uses. Some zoning map changes and other development applications may create short-term incompatibilities with existing neighborhoods, even if they are consistent with the Future Land Use Plan. It is critical that City officials consider the full range of impacts of all development applications, in addition to conformance with the Future Land Use Plan. Action LU-3.5.1 Consider a full range of short- and long-term impacts when reviewing zone change applications and other proposals that introduce land use changes. When reviewing zone change applications, the City should consider whether applications demonstrate a clear public purpose as well as the criteria listed in Figure 8.3a.[CONSISTENT]
	Strategy LU-3.6. - Update the Zoning Code to ensure conformance with the Comprehensive Plan. The Zoning Code is the City’s primary regulatory tool in implementing the Comprehensive Plan. Amendments to the Zoning Code and Map will be necessary to reflect Comprehensive Plan recommendations and ensure orderly growth and development. [CONSISTENT]
Population & Housing	Strategy PH-1.1 – Promote compatible infill development
	Strategy PH-3.2 - Encourage mixed land use patterns that place residents within walking distance of services.
Natural & Environmental Resources	There are no Goals, Strategies, or Actions that are directly applicable to this petition.
Cultural & Historic Resources	Strategy CR-4.3. Support increased Downtown housing and office density in order to support retail uses and create a 24-hour environment.
Community Facilities	There are no Goals, Strategies, or Actions that are directly applicable to this petition.
Water Resources	There are no Goals, Strategies, or Actions that are directly applicable to this petition.
Transportation & Circulation	Strategy TC-1.1. Encourage mixed-use, pedestrian-friendly development that reduces the need to drive between land uses.
	Strategy TC-2.4. Encourage bicycle parking facilities at key destinations.
	Action TC-3.3.2 Incorporate zoning regulations that encourage shared parking and cross-access easements.

GENERAL REZONING STANDARDS

Compatibility	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property –
	<i>A significant amount of public and private parking spaces are available with the C-I Zoning District. Reduction of minimum parking space requirements reduces the need for individually-owned surface parking lots and promotes opportunities for infill development which supports the walkable urban form found in the C-I District.</i>
Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment –
	<i>Additional residential development within the Central Business District is desired by the market and serves as a tool for economic development.</i>
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 –
	<i>More residents within this district helps to support businesses within the district. Additional residential uses within an established commercial district with existing infrastructure reduces demand for greenfield development. Policies which support consolidated parking in the downtown district helps to support a walkable urban form that is not broken up by “gaps” of street-facing surface parking lots.</i>
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
	<i>The C-I Zoning District is in an urban location that is well served by public facilities.</i>
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 –
	<i>Reduction in individually-owned surface parking lots can serve to reduce impervious surfaces and allow for additional landscaping which can reduce stormwater runoff.</i>

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 petition aligns with Goal LU-10 of the Land Use and Development Chapter which calls for maintaining a highly urban, pedestrian-focused environment through building and streetscape design.

In conjunction with the recommendations from Staff, 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 staff recommendation aligns the minimum parking requirements for the C-1 and PRD Zoning Districts with other residential and mixed-use parking standards.*
- *The staff recommendation reduces development cost and restrictions for residential development in downtown and along thoroughfares. Residential development and utilization of underutilized properties within these areas is desired.*
- *A significant amount of public and private parking spaces are available with the C-1 Zoning District.*
- *Reduction of minimum parking space requirements reduces the need for individually-owned surface parking lots.*
- *Centrally-located, consolidated parking locations are preferred over individually-owned surface parking lots as a means of protecting and advancing walkability and better utilizing land within the downtown core.*

DRAFT [Rational for Denial]

- *The text amendment would place a burden on public parking in downtown*

PLANNING BOARD RECOMMENDATIONProject #: P22-72-ZTAMeeting Date: September 12, 2022

PETITION REQUEST: Zoning Text Amendment – Reduction of Parking Minimums in C-1

APPLICANT/PETITIONER: Moe Marks, Tamara Peacock Architects

PLANNING BOARD ACTION SUMMARY:

Staff gave a presentation on the request, the feedback from the committee level, and reviewed the guidance from the Comprehensive Plan and the criteria for considering a zoning text amendment. Planning Board considered this item for approximately 32 Minutes.

One member of the public spoke and asked questions related to the development:

1. Ken Fitch, 1046 Patton St – expressed concerns about increased residential density and its impact on parking in the district. And expressed concerns about reduction of minimum parking standards in the PRD district.

The Planning Board asked questions about the potential for a Fee-in-Lieu of Parking in the future. Some concern with customer parking for small businesses and employees was expressed. The Planning Board expressed support for the proposal based on the walkability and the provision of public parking (including the new parking deck) in the C-1. Members pointed out that there is underutilized private parking spaces within the district currently. They went on to point out that this is only a revision to minimum standards not the implementation of a maximum standard and that the “market” retains the flexibility to provide the parking they feel is necessary.

MOTION:

Mr. Nace made a motion to approve the petition. The motion passed unanimously with the following language.

COMPREHENSIVE PLAN CONSISTENCY AND REASONABLENESS STATEMENT:

The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition aligns with Goal LU-10 of the Land Use and Development Chapter which calls for maintaining a highly urban, pedestrian-focused environment through building and streetscape design.

REASONABLENESS STATEMENT

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

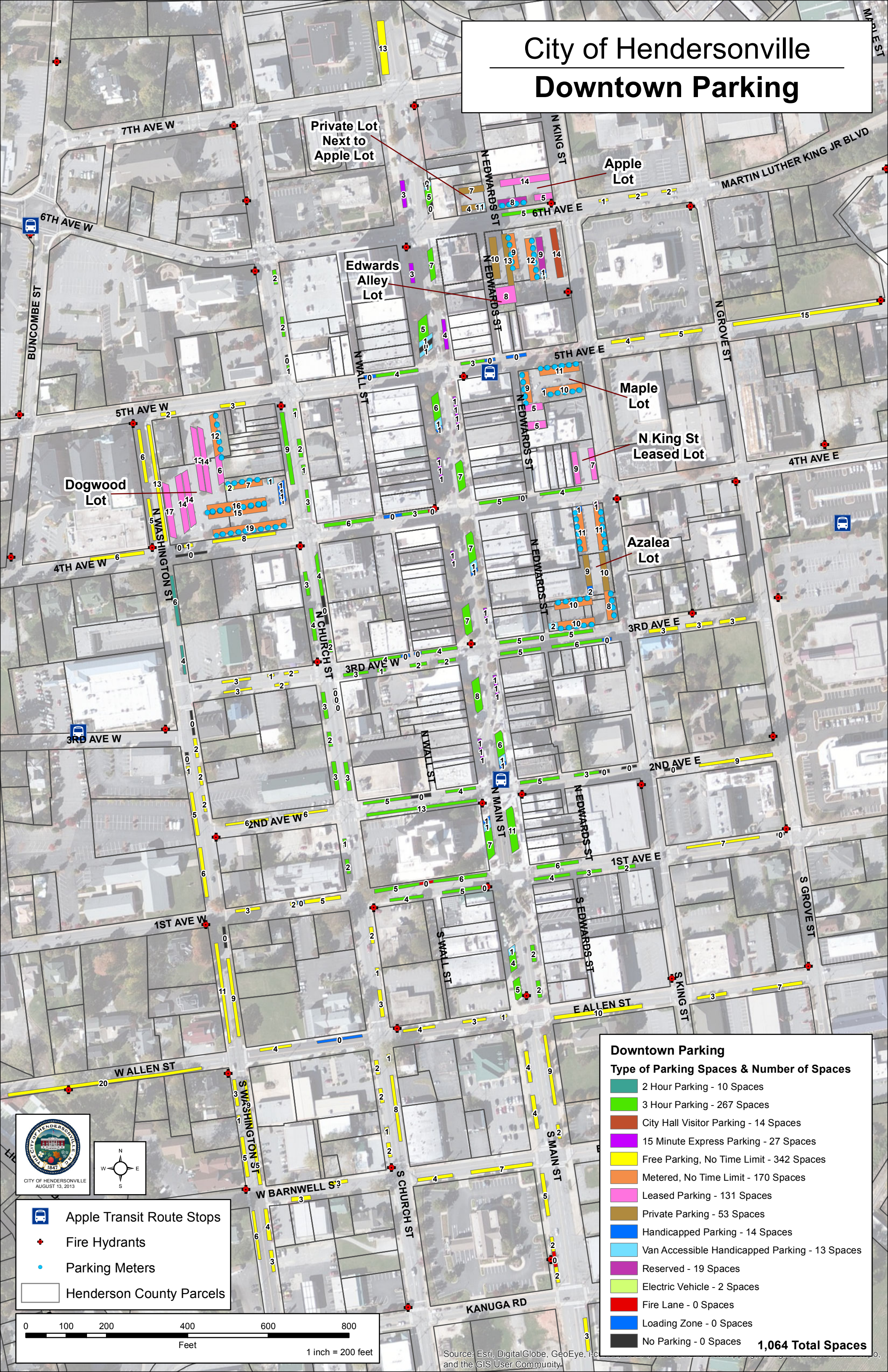
[Rationale for Approval]

- 1. The staff recommendation aligns the minimum parking requirements for the C-I and PRD Zoning Districts with other residential and mixed-use parking standards.*
- 2. The staff recommendation reduces development cost and restrictions for residential development in downtown and along thoroughfares. Residential development and utilization of underutilized properties within these areas is desired.*
- 3. A significant amount of public and private parking spaces are available with the C-I Zoning District.*
- 4. Reduction of minimum parking space requirements reduces the need for individually-owned surface parking lots.*
- 5. Centrally-located, consolidated parking locations are preferred over individually-owned surface parking lots as a means of protecting and advancing walkability and better utilizing land within the downtown core.*

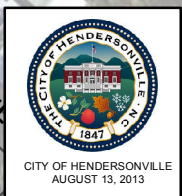
BOARD ACTION

- Motion/Second:** Nace / Hanley
- Yeas:** Nace, Hanley, Robertson, Brown, Martin, Flores
- Nays:** N/A
- Absent:** Cromar, Blatt, Glassman
- Recused:** Peacock

City of Hendersonville Downtown Parking



Downtown Parking	
Type of Parking Spaces & Number of Spaces	
	2 Hour Parking - 10 Spaces
	3 Hour Parking - 267 Spaces
	City Hall Visitor Parking - 14 Spaces
	15 Minute Express Parking - 27 Spaces
	Free Parking, No Time Limit - 342 Spaces
	Metered, No Time Limit - 170 Spaces
	Leased Parking - 131 Spaces
	Private Parking - 53 Spaces
	Handicapped Parking - 14 Spaces
	Van Accessible Handicapped Parking - 13 Spaces
	Reserved - 19 Spaces
	Electric Vehicle - 2 Spaces
	Fire Lane - 0 Spaces
	Loading Zone - 0 Spaces
	No Parking - 0 Spaces
1,064 Total Spaces	



Apple Transit Route Stops



Fire Hydrants



Parking Meters



Henderson County Parcels



Source: Esri, DigitalGlobe, GeoEye, IGN, and the GIS User Community



CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT

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

ZONING ORDINANCE TEXT AMENDMENT
Sections 4-1 and 11-1 of the City Zoning Ordinance

The following are required to constitute a complete application for a zoning text amendment:

~ This form.

~ Appropriate fee.

Applications for zoning text amendments are due at least 30 days prior to any Planning Board Meeting.

Date

7/25/2022

Section of Ordinance proposed to be changed

5-6-3.1

Proposed change

5-6-3.1. Parking and Loading. For non-residential developments and residential developments ~~containing fewer than five dwelling units, no off-street parking is required. For residential developments containing five or more dwelling units, off-street parking of one and one-half spaces per dwelling unit shall be provided.~~

Reason for change

Amount of parking required will better suite the context as amount of parking required is unlike counterpart zones.

Applicant Name

Peacock Architects - Represented by Moe Marks

Address

1512 E Broward Blvd Suite 102 Fort Lauderdale FL 33301

Phone

954-728-8000

Fax

N/A

E-mail

Moe@peacockarchitect.com

Signature

Moe Marks

Official Use:

DATE RECEIVED: _____ BY _____ FEE RECEIVED \$ _____

Section 11-4 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. 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.

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.

As far as practicable, off-street parking, when provided, shall be accessed by means of east-west streets or alley ways and shall be designed so that it is screened, as far as practicable, to minimize motor vehicles and parking areas from view from Main, Church and King Streets. This provision is not intended to require that buildings be screened from view.

c) **Changed conditions.** Whether and the extent to which there are changed conditions, trends or facts that require an amendment.

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 health, safety and general welfare.

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.

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, stormwater management, streams, vegetation, wetlands and wildlife.



StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

Order Confirmation

Not an Invoice

Section 7, Item D.

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Date:	09/16/2022
Order Number:	7800818
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	106.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	09/25/2022 - 10/02/2022	Public Notices
HEN blueridgenow.com	2	09/25/2022 - 10/02/2022	Public Notices

Total Order Confirmation	\$30.44
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PUBLIC HEARING NOTICE

Notice is hereby given that the City of Hendersonville City Council will hold three public hearings on Thursday, October 6, 2022, at 5:45 p.m., or as soon thereafter as possible in the City Operations Assembly Room located at 305 Williams Street, Hendersonville NC to consider the following:

I. Conditional Zoning District-Hendersonville Connections (P22-066-CZD) – Application for a conditional rezoning from Moe Marks of the Tamara Peacock Company Architects, applicant and Charles C. Morris of Grace Blue Ridge, PCA, Inc., property owner. The applicant is requesting to rezone the subject property, PIN's 9578-21-4699, 9578-21-4924, 9578-21-5614 and 9578-21-5868 and located at 109 Florence Street, from C-2 CZD, Secondary Business Conditional Zoning District to C-2 CZD, Secondary Business Conditional Zoning District for the use of a 9,975 sq. ft. Day Center on approximately 1.72 acres.

II. Zoning Text Amendment – Reduction of Parking Minimums in C-1 (P22-072-ZTA) – An application from Moe Marks of the Tamara Peacock Company Architects for a Zoning Text Amendment pertaining to the ratio of parking spaces required for residential uses in the C-1.

III. Zoning Text Amendment – Multi-Family in 7th Avenue MSD (P22-075-ZTA) – An application from Dan Mock of Rockwood Development for a Zoning Text Amendment to allow Multi-Family within the 7th Avenue Municipal Service District.

Digital/written public hearing comments must be received twenty-four hours prior to the meeting (by 5:45 p.m. on Wednesday October 5th.) to be considered by the City Council and must comply with security criteria in the Council's Public Comment Policy, available on the City's website.

Public hearing comments will also be accepted during the meeting from those attending in person and from those participating live via ZOOM at the designated time at this meeting. For security reasons screen sharing will not be allowed. Anyone wishing to submit written/digital public hearing comments for these public hearings prior to the meeting may visit <https://www.hendersonvillenc.gov/comment> to submit their comment. It is not necessary to submit digital comments if you are planning to address City Council during the meeting.

The meeting instructions to join by Zoom will be available on the City's website calendar by visiting <https://www.hendersonvillenc.gov/events-calendar> and as follows:

Zoom information for the meeting is: <https://zoom.us/join>
 Dial-in by phone: (646) 558-8656
 Meeting ID: 822 0104 2528
 Passcode: 1847

The City of Hendersonville is committed to providing accessible facilities, programs, and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact the City Clerk no later than 24 hours in advance of the meeting (828) 697-3005.

9/25, 10/2/2022 #7800818

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Notice is hereby given that the City of Hendersonville City Council will hold three public hearings on Thursday, October 6, 2022, at 5:45 p.m., or as soon thereafter as possible in the City Operations Assembly Room located at 305 Williams Street, Hendersonville NC to consider the following:

- I. **Conditional Zoning District- Hendersonville Connections (P22-066-CZD)** – Application for a conditional rezoning from Moe Marks of the Tamara Peacock Company Architects, applicant and Charles C. Morris of Grace Blue Ridge, PCA, Inc., property owner. The applicant is requesting to rezone the subject property, PIN's 9578-21-4699, 9578-21-4924, 9578-21-5614 and 9578-21-5868 and located at 109 Florence Street, from C-2 CZD, Secondary Business Conditional Zoning District to C-2 CZD, Secondary Business Conditional Zoning District for the use of a 9,975 sq. ft. Day Center on approximately 1.72 acres.
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Digital/written public hearing comments must be received twenty-four hours prior to the meeting (by 5:45 p.m. on Wednesday October 5th) to be considered by the City Council **and must** comply with security criteria in the Council's Public Comment Policy, available on the City's website.

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Run two times: Sunday, September 25, 2022, Sunday, October 2, 2022



CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY
PLANNING DIVISION

SUBMITTER: Matthew Manley **MEETING DATE:** October 6, 2022

AGENDA SECTION: Public Hearing **DEPARTMENT:** Community Development

TITLE OF ITEM: Zoning Text Amendment: Multi-Family in the 7th Ave MSD (P22-75-ZTA) – Matthew Manley, AICP – Planning Manager

SUGGESTED MOTION(S):

<p><u>For Recommending Approval:</u></p> <p>I move City Council <u>adopt</u> an ordinance amending the official City of Hendersonville Zoning Ordinance, Article XVI. – Supplementary Standards for Certain Uses, Section 16-4-24 Residential dwelling, multi-family, with the modifications to the petition as presented by staff based on the following:</p> <p>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:</p> <p>The Future Land Use Designations of ‘Downtown Core’ and ‘Downtown Support’ call for recommended land uses and design guidelines that align with the proposed zoning text amendment.</p> <p>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:</p> <ol style="list-style-type: none">1. The addition of multi-family residential as a permitted use will allow for greater infill development in a zoning district with a mix of intense land uses.2. The addition of multi-family residential as a permitted use will place more residents within close proximity to goods and services.3. The addition of multi-family residential as a permitted use will provide for a variety of housing types at different price points.4. The reduction of setbacks will allow for more efficient use of land and provide more opportunities for infill development.	<p><u>For Recommending Denial:</u></p> <p>I move City Council <u>deny</u> an ordinance amending the official City of Hendersonville Zoning Ordinance, Article XVI. – Supplementary Standards for Certain Uses, Section 16-4-24 Residential dwelling, multi-family, based on the following:</p> <p>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:</p> <p>The Future Land Use Designations of ‘Downtown Core’ and ‘Downtown Support’ call for recommended land uses and design guidelines that align with the proposed zoning text amendment.</p> <p>2. We [do not find] this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:</p> <ol style="list-style-type: none">1. The allowance of additional density would be incompatible with commercial uses in the 7th Ave MSD.2. The reduction of front setbacks would permit a more distinctly urban form. <p>[DISCUSS & VOTE]</p>
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5. The provisions maintaining non-residential uses along frontages on 7th Ave will support a vibrant mixed-use district as redevelopment occurs along the corridor. [DISCUSS & VOTE]	
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SUMMARY: The applicant has requested this item be deferred to next month to give time for the Downtown Advisory Board to receive an update on this request.

The City of Hendersonville is in receipt of a petition for a zoning text amendment from Dan Mock to address the Supplementary Standards for Multi-Family Residential uses in the 7th Ave area. Currently, the portions of the 7th Ave area that are zoned C-2 only permit Multi-Family within the boundaries of the 7th Ave Depot National Register Historic District (NRHD).

As proposed, Sec. 16-4-24, which only applies to Multi-Family uses in the C-2 Zoning District, would be amended to expand Multi-Family uses to a larger area encompassed by the 7th Ave Municipal Service District (MSD).

As proposed, Sec. 16-4-24 would also be amended to strike the provision that Multi-Family uses would be limited to the second floor of buildings.

Staff is proposing that Multi-Family be extended to the MSD. However, staff is proposing that the provision limiting multi-family to second floors be amended to state “upper” floors and that the provision remain in place for the NRHD but this limitation would only partially be in place for Multi-Family uses in remainder of the MSD.

The Planning Board supported passage of this ordinance voting 5-1.

PROJECT/PETITIONER NUMBER:	P22-75-ZTA
PETITIONER NAME:	Dan Mock
ATTACHMENTS:	<ol style="list-style-type: none">1. Staff Report2. Planning Board Summary3. Supplementary Text Amendment Map4. Draft Ordinance5. Application

Ordinance #O-22-58

**AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND
ARTICLE XVI. – ‘SUPPLEMENTARY STANDARDS FOR CERTAIN USES’, SECTION 16-
4-24 ‘RESIDENTIAL DWELLING, MULTI-FAMILY’ OF THE CITY OF
HENDERSONVILLE ZONING ORDINANCE TO INCLUDE MULTI-FAMILY
RESIDENTIAL USES WITHIN THE SEVENTH AVENUE MUNICIPAL SERVICE
DISTRICT AND TO ADDRESS OTHER RELATED SUPPLEMENTARY STANDARDS**

WHEREAS, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on September 12, 2022; voting 5-1 to recommend City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance, and

WHEREAS, City Council took up this application at its regular meeting on October 6, 2022, and

WHEREAS, City Council has found that this zoning text amendment is consistent with the City’s comprehensive plan, and that it is reasonable and in the public interest for the reasons stated, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on October 6, 2022,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville to amend Article XVI. – ‘Supplementary Standards for Certain Uses’, Section 16-4-24 ‘Residential dwelling, multi-family’ to permit multi-family residential uses within the Seventh Avenue Municipal Service District and to address other related Supplementary Standards.

16-4-24 Residential dwellings, multi-family.

- a) The property must be within the Seventh Avenue ~~Depot National Register Historic District~~ Municipal Service District
- b) Multi-family dwellings may only be permitted on the ~~second~~ upper floors within the Seventh Avenue Depot National Register Historic District.
- c) Any building fronting Seventh Avenue within the Seventh Avenue Municipal Service District, but outside of the Seventh Avenue Depot National Register Historic District, shall primarily reserve ground floor space along the Seventh Avenue street-frontage for non-residential uses. Alternatively, ground-floor residential dwellings may be permitted as an accessory use in the following special circumstances:
 - i. Size: A maximum of 50% of Square Footage on ground floor may be utilized for residential uses
 - ii. Access: Access points to ground or upper floor residential spaces may be located at any point on the front, side, or rear of a building, which may include an access point adjacent to any ground floor non-residential space along the primary street front.
 - iii. Frontage: Ground floor residential dwellings may front upon an alley and/or private or non-street public spaces under the following circumstances:
 - a. Notwithstanding any building code provisions, frontage upon private property shall provide a permanent access easement to the closest public right-of-way.

- e d) There shall be no maximum density other than the minimum dwelling size is 400 square feet.

~~d) Multi family dwellings must be occupied by three or more families living independently of each other.~~

e) The minimum front setback may be reduced to 0' within the 7th Ave Municipal Service District. Any off-street parking provided shall be located to the side or rear of a building.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of October 2022.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

ZONING TEXT AMENDMENT: MULTI-FAMILY IN 7th AVENUE (P22-75-ZTA)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

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DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT 12



PROJECT SUMMARY

- Project Name & Case #:
 - Multi-Family in 7th Ave MSD
 - P22-75-ZTA
- Applicant:
 - Dan Mock
- Articles Amended:
 - Section 16-4-24 Residential dwellings, multi-family
- Applicable Zoning District(s):
 - C-2, Secondary Business (only within 7th Ave Districts)
- Future Land Use Designation:
 - Downtown Core
 - Downtown Support
- Planning Board - Legislative Committee Meeting:
 - August 30, 2022
- Downtown Advisory Board - Downtown Economic Vitality Committee Meeting:
 - September 6, 2022
- Summary Basics:
 - Expand Multi-Family uses to 7th Ave MSD while preserving ground-floor storefront for non-residential uses

Summary of Amendment Petition:

The City of Hendersonville is in receipt of a petition for a zoning text amendment from Dan Mock to address the Supplementary Standards for Multi-Family Residential uses in the 7th Ave area. Currently, the portions of the 7th Ave area that are zoned C-2 only permit Multi-Family within the boundaries of the 7th Ave Depot National Register Historic District (NRHD).

As proposed, Sec. 16-4-24, which only applies to Multi-Family uses in the C-2 Zoning District, would be amended to expand Multi-Family uses to a larger area encompassed by the 7th Ave Municipal Service District (MSD).

As proposed, Sec. 16-4-24 would also be amended to strike the provision that Multi-Family uses would be limited to the second floor of buildings.

Staff is proposing that Multi-Family be extended to the MSD. However, staff is proposing that the provision limiting multi-family to second floors be amended to state “upper” floors and that the provision remain in place for the NRHD but this limitation would only partially be in place for Multi-Family uses in remainder of the MSD.

AMMENDMENT ANALYSIS – AMENDMENT OVERVIEW

Multi-Family in 7th Ave Depot National Register Historic District (NRHD): Multi-Family residential is a permitted use within the C-2 zoning district only for those properties located within a small area within the boundaries of the 7th Ave Depot National Register Historic District (NRHD). In total there are 15 parcels zoned C-2 within the NRHD. Outside of the NRHD, properties zoned C-2 only allow single/two-family residential and Minor PRD developments. In other words, multi-family uses are not permitted in the C-2 outside of the NRHD.

There are a total of 27 parcels within the NRHD along with portions of rights-of-way that include the railroad and historic depot. The 7th Ave NRHD is split zoned between CMU (12 parcels) and C-2 (15 parcels). Within the NRHD, both districts permit Multi-Family with no density cap. The primary distinctions between the districts being the minimum front setbacks (C-2: 20' / CMU: 12') and maximum height (C-2: 48' / CMU: 64').

7th Ave Municipal Service District (MSD): The “7th Ave area” could be perceived as a reference to the entire corridor from the intersection at US 64 (to the west) to the Oklawaha Greenway / Mud Creek floodplain (to the east) along with some of the adjacent side streets. The area described above is much larger than the NRHD and more closely reflects the 7th Ave Municipal Service District (MSD).

The 7th Ave MSD is one of two MSD’s in the City (the other being the Downtown MSD). These are special tax districts that collect additional property tax revenue that is reinvested towards physical improvements and economic development strategies which support businesses and facilitate redevelopment in these areas. Some of the funds generated by the 7th Ave MSD are utilized in conjunction with the

Downtown Municipal Service District =
\$0.24 tax per \$100 valuation
7th Ave Municipal Service District =
\$0.17 tax per \$100 valuation

Friends of Downtown funds to provide support for the Farmers Market, plantings and landscaping maintenance. The 7th Avenue District is also slated to receive district “branding” and additional signage as well as extensive Streetscaping improvements. The streetscaping project will be constructed in phases with phase I located in the NRHD and phases II & III extending down the rest of the corridor to the Oklawaha Greenway.

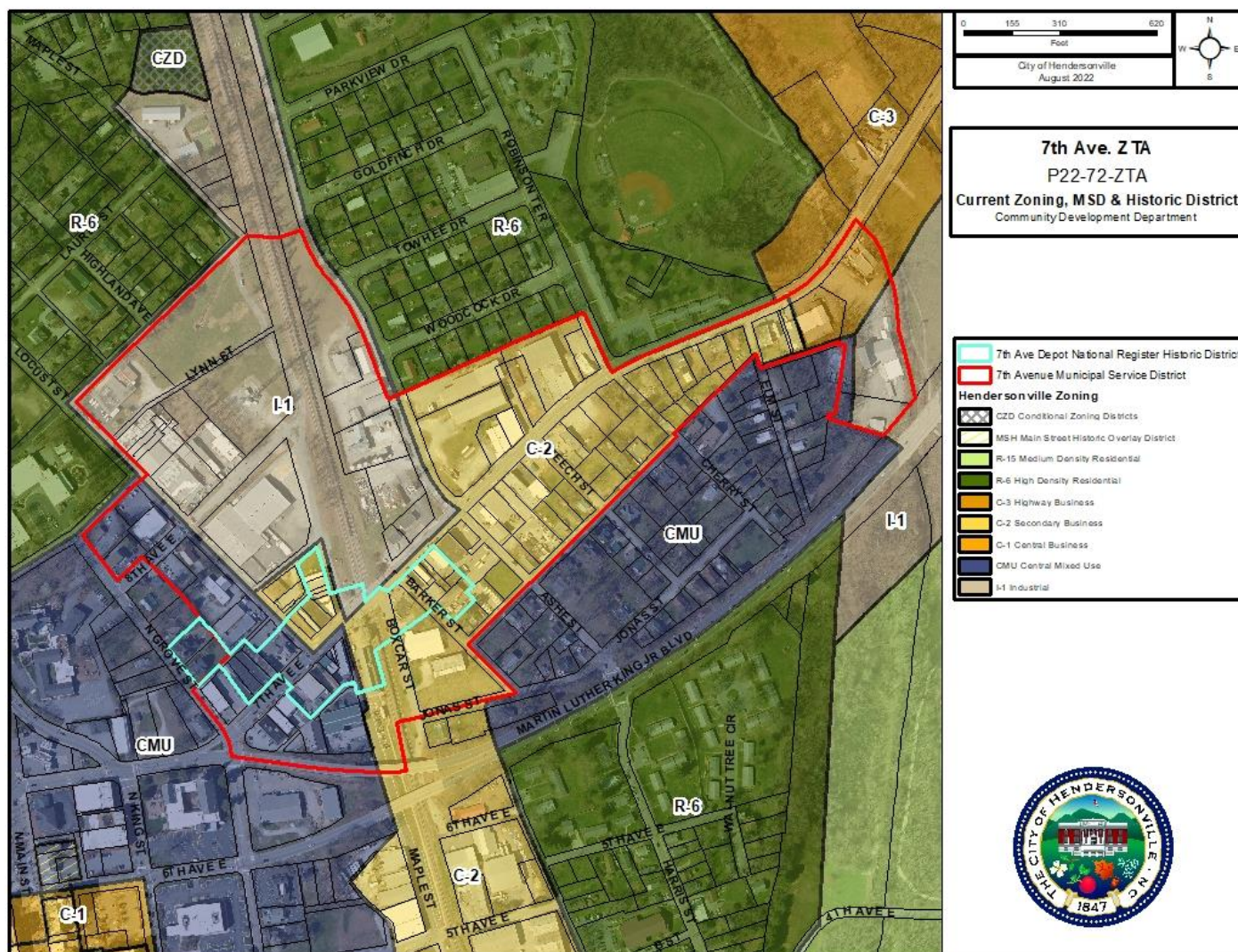
Both the 7th Ave NRHD and the 7th Ave MSD are referenced in the Zoning Ordinance. The references to the MSD relates to a provision waiving parking minimums (there are no parking minimums for uses within the 7th Ave MSD boundaries). As previously mentioned, The 7th Ave NRHD boundaries are used to dictate where Multi-Family uses are permitted within the portions of the NRHD that are zoned C-2. The proposed text amendment would align an area where parking minimums are currently waived with an area where Multi-Family would be permitted.

While the 7th Ave area has seen a great deal of redevelopment in recent years, most of that redevelopment activity has occurred within the NRHD. As public improvements are implemented and economic interest in this corridor continues to grow, redevelopment is expected expand further east.

Allowing for Multi-Family uses and reducing setbacks along the entire 7th Ave corridor while retaining commercial space on lower floors would promote additional opportunities

for a mix of uses within walking distance to shopping and recreation, facilitate additional redevelopment in an area that provides a wide range of uses and serves as an extension of downtown (or a subdistrict of downtown), and permit the type of urban form that has defined this area since it was initially developed while also promoting a pedestrian-friendly atmosphere that aligns with the goals of the Comprehensive Plan. Additional urban design standards could be considered to ensure compatibility with the 7th Ave National Register Historic District.

Map: The following map illustrates the boundaries of the 7th Ave Depot National Register Historic District and the boundaries of the 7th Ave Municipal Service District along with the zoning districts found within these areas.



SITE IMAGES



View of 7th Ave NRHD



Existing Buildings in the 7th Ave MSD

SITE IMAGES



Existing Buildings in the 7th Ave MSD



Vacant Lot in the MSD

SITE IMAGES



Conventional multi-family with 35'-40' setback in the MSD



*Existing “missing middle” apartment building in MSD with 0’
Setback – under contract by applicant*



Existing Service Use in the MSD



Far eastern edge of 7th Ave MSD – two properties in background are under contract by the applicant

LEGISLATIVE COMMITTEE RECOMMENDATION

The Legislative Committee of the Planning Board met to discuss this petition at their meeting on Tuesday, August 30, 2022. The members of the committee that were present were Neil Brown, Jim Robertson, Stuart Glassman and Peter Hanley. The applicant, Dan Mock was also present. Mr. Mock presented his case for the proposed changes. In general, the Committee members were supportive of the proposed text changes with consideration given to preservation of commercial storefronts at the ground level along 7th Ave. Discussion revolved around changes in character between the 7th Ave NRHD and the 7th Ave MSD as well as changes in character block by block as you move east to west along 7th Ave within the MSD. Highlighted was the importance of maintaining a vibrant, pedestrian-friendly experience along 7th Ave as redevelopment occurs.

STAFF ANALYSIS

The zoning text amendment proposal as submitted would read as follows:

16-4-24 Residential dwellings, multi-family.

- a) The property must be within the Seventh Avenue ~~Depot National Register Historic District~~ Municipal Service District
- ~~b) — Multi-family dwellings may only be permitted on the second floor.~~
- ~~e~~b) There shall be no maximum density other than the minimum dwelling size is 400 square feet.
- ~~d~~c) Multi-family dwellings must be occupied by three or more families living independently of each other.

Staff and Committee members are supportive of the expansion of multi-family uses within the MSD with the revisions proposed for item a).

As it relates to the proposed striking of item b) and the expansion of multi-family uses within the MSD, the potential impact of ground-level, street-front residential uses was of particular concern. Maintaining ground-floor storefronts and a continuous street wall are strategies with the Downtown Core designation of the Future Land Use Map in the City's Comprehensive Plan. Best Planning Practices would also encourage commercial mixed-use districts to maintain non-residential uses on primary corridors. The vision for 7th Ave is that of a lively district with a mix of commercial and residential uses. The provision of dense residential uses is essential to the economic welfare of the district. However, these residential uses should not come at the expense of the pedestrian-level experience along 7th Avenue. Staff is proposing a balanced approach to this issue with the proposed revisions under items b) & c) below. The addition of item e) also helps to achieve these goals.

Item d) is also proposed by staff to be stricken from these standards. The Zoning Code definition for multi-family already exist and mirrors this standard. Elimination of a requirement for multi-family dwellings to be occupied by 3+ families will reduce redundancy in the Code.

After additional review and consideration Staff are recommending the following revisions to the zoning code.

16-4-24 Residential dwellings, multi-family.

- a) The property must be within the Seventh Avenue ~~Depot National Register Historic District~~ Municipal Service District
- b) Multi-family dwellings may only be permitted on the ~~second~~ upper floors within the Seventh Avenue Depot National Register Historic District.
- c) Any building fronting Seventh Avenue within the Seventh Avenue Municipal Service District, but outside of the Seventh Avenue Depot National Register Historic District, shall primarily reserve ground floor space along the Seventh Avenue street frontage for non-residential uses. Alternatively, ground-floor residential dwellings may be permitted as an accessory use in the following special circumstances:
 - i. Size: A maximum of 50% of Square Footage on ground floor may be utilized for residential uses
 - ii. Access: Access points to ground or upper floor residential spaces may be located at any point on the front, side, or rear of a building, which may include an access point adjacent to any ground floor non-residential space along the primary street front.
 - iii. Frontage: Ground floor residential dwellings may front upon an alley and/or private or non-street public spaces under the following circumstances:
 - a. Notwithstanding any building code provisions, frontage upon private property shall provide a permanent access easement to the closest public right-of-way.
- ~~e~~ d) There shall be no maximum density other than the minimum dwelling size is 400 square feet.
- ~~d) Multi-family dwellings must be occupied by three or more families living independently of each other.~~
- e) The minimum front setback may be reduced to 0' within the 7th Ave MSD. Any off-street parking provided shall be located to the side or rear of a building.

AMENDMENT ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4)

GENERAL REZONING STANDARDS: COMPREHENSIVE PLAN CONSISTENCY

Land Use & Development	Goal LU-10. Downtown Core: Maintain, enhance, and grow Downtown as a vibrant, mixed-use gathering place and cultural center with an emphasis on retail, arts and entertainment uses. Maintain a highly urban, pedestrian-focused environment through building and streetscape design.
	Strategy LU-10.1. Locations: 7 th Ave [CONSISTENT]
	Strategy LU-10.3. Secondary recommended land uses: • Multi-family residential [CONSISTENT] • Live-work units [CONSISTENT]
	Strategy LU-10.4. Development guidelines: • Continuous “street wall” with buildings adjacent to the sidewalk [CONSISTENT] • Rear parking or limited side parking only [CONSISTENT] • Window coverage and façade articulation on storefronts [INCONSISTENT]
	Strategy LU-10.5. Create a 24-hour environment that supports an expanding residential base in the downtown. Encourage services such as convenience shops, drug stores, and specialty food stores that support downtown housing [CONSISTENT].
	Goal LU-11. Downtown Support: Support the Downtown retail core and create a transition between Downtown Core and adjacent residential neighborhoods.
	Strategy LU-11.1. Locations: • Area between Downtown Core and Jackson Park [CONSISTENT] • Transitional areas between Downtown Core and neighborhoods to the north, south, and west [CONSISTENT]
	Strategy LU-11.2. Primary recommended land uses: • Offices [CONSISTENT] • Single-family attached and multi-family residential [CONSISTENT] • Live-work units [CONSISTENT] • Public and institutional uses [CONSISTENT] • Arts and entertainment establishments [CONSISTENT] • Structured or underground parking [INCONSISTENT]
	Strategy LU-11.4. (Downtown Support) Development guidelines: • Minimal front setback [CONSISTENT] • Rear or limited side parking only [CONSISTENT] • Façade articulation [INCONSISTENT] • Ground-floor storefronts and/or architectural detailing on parking structures [LIMITED]
	Growth Management Map: Area designated as “ Priority Infill Area ” - 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]
	Strategy LU-1.1. Encourage infill development and redevelopment in areas planned for high-intensity development as indicated by the “Priority Infill Areas” on Map 8.3a. Action LU-1.1.1. Review zoning standards and revise as necessary to enable compatible infill projects. [CONSISTENT]

	<p>Strategy LU-3.5 Minimize negative impacts from growth and land use changes on existing land uses. Some zoning map changes and other development applications may create short-term incompatibilities with existing neighborhoods, even if they are consistent with the Future Land Use Plan. It is critical that City officials consider the full range of impacts of all development applications, in addition to conformance with the Future Land Use Plan.</p> <p>Action LU-3.5.1 Consider a full range of short- and long-term impacts when reviewing zone change applications and other proposals that introduce land use changes. When reviewing zone change applications, the City should consider whether applications demonstrate a clear public purpose as well as the criteria listed in Figure 8.3a. [CONSISTENT]</p>
	<p>Strategy LU-3.6. - Update the Zoning Code to ensure conformance with the Comprehensive Plan. The Zoning Code is the City's primary regulatory tool in implementing the Comprehensive Plan. Amendments to the Zoning Code and Map will be necessary to reflect Comprehensive Plan recommendations and ensure orderly growth and development. [CONSISTENT]</p>
Population & Housing	Strategy PH-1.1 – Promote compatible infill development
	Strategy PH-1.4. Allow redevelopment and/or reuse of single-family homes that directly front on arterials into office or high-density residential uses in coordination with the Future Land Use Map.
	<p>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.</p>
	<p>Goal PH-3. Promote safe and walkable neighborhoods.</p> <p>Action PH-3.1.1. Encourage pedestrian-friendly design features in residential developments, such as recessed or rear garages and front porches in single-family development, and rear parking lots and front entrances in multi-family developments.</p>
	Strategy PH-3.2 - Encourage mixed land use patterns that place residents within walking distance of services.
Natural & Environmental Resources	There are no Goals, Strategies, or Actions that are directly applicable to this petition.
Cultural & Historic Resources	Goal CR-1. Preserve the viability and individuality of Hendersonville's historic neighborhoods in order to maintain their role in supporting community pride, livability and identity.
	Strategy CR-1.3. Promote investment in and adjacent to Historic Districts through compatible infill development, particularly on currently underutilized, non-historic properties.
	Strategy CR-4.3. Support increased Downtown housing and office density in order to support retail uses and create a 24-hour environment.
Community Facilities	There are no Goals, Strategies, or Actions that are directly applicable to this petition.
Water Resources	There are no Goals, Strategies, or Actions that are directly applicable to this petition.
Transportation & Circulation	Strategy TC-1.1. Encourage mixed-use, pedestrian-friendly development that reduces the need to drive between land uses.

GENERAL REZONING STANDARDS

Compatibility	<p>Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property –</p> <p><i>Multi-family: The 7th Ave MSD contains a wide-range of land uses including: multi-family and single-family residential uses; automobile service, retail, restaurants, services for those in need, art galleries, and vacant land. The area is also home to the historic depot and the location of the City’s farmers market.</i></p> <p><i>Commercial uses on ground floors: This provision is in place currently and is currently found in the district. This provision would remain in place in full for the NRHD where mixed use is most likely to continue to occur and would remain in place in part in the MSD with provision maintaining non-residential uses on first floor frontage along 7th Ave</i></p> <p><i>Setbacks: Minimum front setbacks are currently found in some locations in the MSD. A reduction in setbacks allows for greater flexibility and more efficient utilization of land. A more walkable urban form is achieved by - allowing for buildings to be brought closer to the street to form a “street wall” and by reducing minimum setbacks which allows for the shifting of parking to the rear of a lot.</i></p>
Changed Conditions	<p>Whether and the extent to which there are changed conditions, trends or facts that require an amendment -</p> <p><i>New activity such as the opening of new businesses, adaptive reuse and renovation of existing buildings has grown in frequency in the 7th Ave Area. This activity is likely to occur along the corridor extending east. There is a well-documented growth in demand and undersupply of housing in our region.</i></p>
Public Interest	<p>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 -</p> <p><i>Multi-family: As is well-documented in the City’s Comprehensive Plan, there is a need for compatible infill development in areas of the City where utilization of existing infrastructure can be realized and in areas that place residents in close walking distance to goods and services. The addition of multi-family residential would help to address this need while providing a variety of housing types.</i></p> <p><i>Commercial uses on ground floors: This provision will help to achieve a vision for a lively district with a mix of commercial and residential uses and a positive pedestrian-level experience.</i></p> <p><i>Setbacks: Reducing front setbacks and allowing for the shifting of parking to the rear of lots supports a built environment that is more friendly to pedestrians by creating a greater sense of enclosure as is found in areas such as Main St and the 7th Ave District.</i></p>
Public Facilities	<p>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</p> <p><i>The 7th Ave MSD is in an urban location that is well served by public facilities.</i></p>
Effect on Natural Environment	<p>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</p> <p><i>There are no known or anticipated negative environmental impacts associated with the petition.</i></p>

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 Future Land Use Designations of 'Downtown Core' and 'Downtown Support' call for recommended land uses and design guidelines that align with the proposed zoning text amendment.

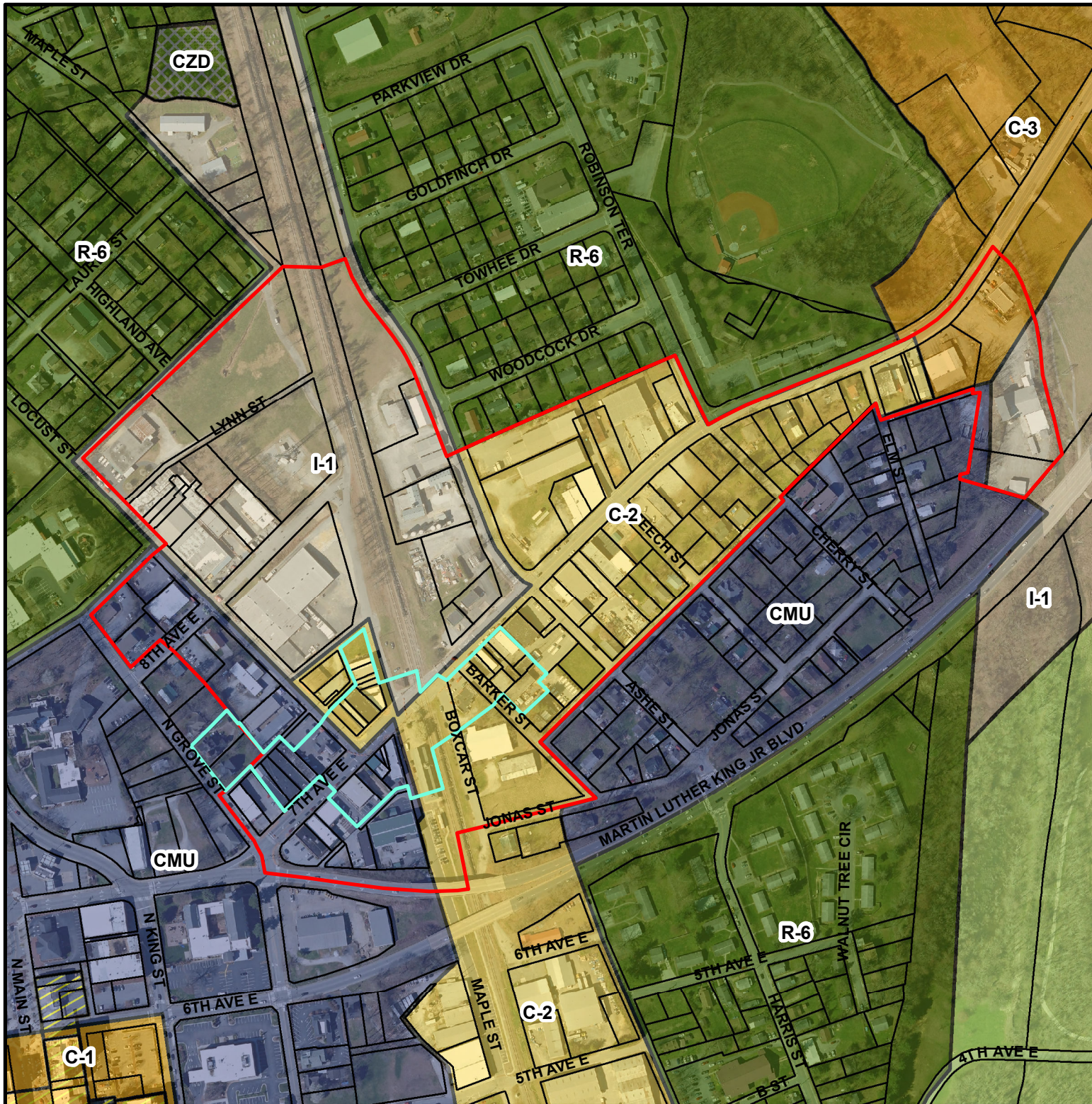
We [find] this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

DRAFT [Rationale for Approval]

- 1) The addition of multi-family residential as a permitted use will allow for greater infill development in a zoning district with a mix of intense land uses.*
- 2) The addition of multi-family residential as a permitted use will place more residents within close proximity to goods and services.*
- 3) The addition of multi-family residential as a permitted use will provide for a variety of housing types at different price points.*
- 4) The reduction of setbacks will allow for more efficient use of land and provide more opportunities for infill development.*
- 5) The provisions maintaining non-residential uses along frontages on 7th Ave will support a vibrant mixed-use district as redevelopment occurs along the corridor.*

DRAFT [Rational for Denial]

- 1) The allowance of additional density would be incompatible with commercial uses in the 7th Ave MSD.*
- 2) The reduction of front setbacks would permit a more distinctly urban form.*



7th Ave. ZTA
P22-72-ZTA
Current Zoning, MSD & Historic District
Community Development Department

- 7th Ave Depot National Register Historic District
 7th Avenue Municipal Service District
- Hendersonville Zoning**
- CZD Conditional Zoning Districts
 - MSH Main Street Historic Overlay District
 - R-15 Medium Density Residential
 - R-6 High Density Residential
 - C-3 Highway Business
 - C-2 Secondary Business
 - C-1 Central Business
 - CMU Central Mixed Use
 - I-1 Industrial





**CITY OF HENDERSONVILLE
DEVELOPMENT ASSISTANCE DEPARTMENT**

100 N. King St. ~ Hendersonville, NC ~ 28792

Phone (828) 697-3010 ~ Fax (828) 697-6185

www.cityofhendersonville.org

**ZONING ORDINANCE TEXT AMENDMENT
Sections 4-1 and 11-1 of the City Zoning Ordinance**

The following are required to constitute a complete application for a zoning text amendment:

~ This form.

~ Appropriate fee.

Applications for zoning text amendments are due at least 30 days prior to any Planning Board Meeting.

Date **8/1/22**

Section of Ordinance proposed to be changed **16-4-24**

Proposed change

- a) The property must be within the Seventh Avenue Municipal Service District.
- b) There shall be no maximum density other than the minimum dwelling size is 400 square feet.
- c) Multi-family dwellings must be occupied by three or more families living independently of each other.

Reason for change

- a) Keep the use consistent with the 7th Ave Historic District.
- b) Balance out the housing affordability index by mixing in market rate housing with the existing affordable housing.
- c) Promote continued development along the 7th Ave corridor.
- d) Increase the safety of its residents and neighborhood.
- e) Restore neighborhood blight to creatively designed architectural buildings consistent with the neighborhood and surrounding areas.
- f) Create a more walkable, usable and friendly environment.

Applicant Name **Dan Mock**

Address **638 Spartanburg Hwy, Ste 70-338, Hendersonville, NC 28792**

Phone **310-750-7117**

Fax

E-mail **dan@rockwooddevelopment.com**

Signature

Official Use:

DATE RECEIVED: _____ BY _____ FEE RECEIVED \$ _____

Section 11-4 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.

The proposal to include multifamily in the 7th Ave. Municipal Service District is supported by the future land use map designation for this area.

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.

The proposed amendment is compatible with existing multifamily uses surrounding the subject property.

c) Changed conditions. Whether and the extent to which there are changed conditions, trends or facts that require an amendment.

Significant redevelopment has occurred and continue to occur along the 7th Ave corridor and the City has plans for improved street scaping along the entire corridor.

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 health, safety and general welfare.

The proposed amendment would greatly benefit the surrounding neighborhood as new market rate units would likely balance out the affordable units while promoting new commercial and retail development and increasing the safety of the residents and neighborhood.

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.

The proposed amendment will have little to no impact to public facilities and services as the majority of the infrastructure would be unchanged due to the fact that its an existing building.

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, stormwater management, streams, vegetation, wetlands and wildlife.

The proposed amendment should have little to no impact on the natural environment since it is an existing building.



StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

Order Confirmation

Not an Invoice

Section 7, Item E.

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 160 6Th AVE E City Clerk Hendersonville NC 28792-3775
Contact Name:	Angela Reece
Contact Phone:	828-697-3005
Contact Email:	areece@hvlnc.gov
PO Number:	

Date:	09/16/2022
Order Number:	7800818
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	106.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	09/25/2022 - 10/02/2022	Public Notices
HEN blueridgenow.com	2	09/25/2022 - 10/02/2022	Public Notices

Total Order Confirmation

\$30.44

PUBLIC HEARING NOTICE

Notice is hereby given that the City of Hendersonville City Council will hold three public hearings on Thursday, October 6, 2022, at 5:45 p.m., or as soon thereafter as possible in the City Operations Assembly Room located at 305 Williams Street, Hendersonville NC to consider the following:

I. **Conditional Zoning District-Hendersonville Connections (P22-066-CZD)** – Application for a conditional rezoning from Moe Marks of the Tamara Peacock Company Architects, applicant and Charles C. Morris of Grace Blue Ridge, PCA, Inc., property owner. The applicant is requesting to rezone the subject property, PIN's 9578-21-4699, 9578-21-4924, 9578-21-5614 and 9578-21-5868 and located at 109 Florence Street, from C-2 CZD, Secondary Business Conditional Zoning District to C-2 CZD, Secondary Business Conditional Zoning District for the use of a 9,975 sq. ft. Day Center on approximately 1.72 acres.

II. **Zoning Text Amendment – Reduction of Parking Minimums in C-1 (P22-072-ZTA)** – An application from Moe Marks of the Tamara Peacock Company Architects for a Zoning Text Amendment pertaining to the ratio of parking spaces required for residential uses in the C-1.

III. **Zoning Text Amendment – Multi-Family in 7th Avenue MSD (P22-075-ZTA)** – An application from Dan Mock of Rockwood Development for a Zoning Text Amendment to allow Multi-Family within the 7th Avenue Municipal Service District.

Digital/written public hearing comments must be received twenty-four hours prior to the meeting (by 5:45 p.m. on Wednesday October 5th) to be considered by the City Council and must comply with security criteria in the Council's Public Comment Policy, available on the City's website.

Public hearing comments will also be accepted during the meeting from those attending in person and from those participating live via ZOOM at the designated time at this meeting. For security reasons screen sharing will not be allowed. Anyone wishing to submit written/digital public hearing comments for these public hearings prior to the meeting may visit <https://www.hendersonvillenc.gov/comment> to submit their comment. It is not necessary to submit digital comments if you are planning to address City Council during the meeting.

The meeting instructions to join by Zoom will be available on the City's website calendar by visiting <https://www.hendersonvillenc.gov/events-calendar> and as follows:

Zoom information for the meeting is: <https://zoom.us/join>
 Dial-in by phone: (446) 558-8656
 Meeting ID: 822 0104 2528
 Passcode: 1847

The City of Hendersonville is committed to providing accessible facilities, programs, and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact the City Clerk no later than 24 hours in advance of the meeting (828) 697-3005.

9/25, 10/2/2022 #7800818

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Run two times: Sunday, September 25, 2022, Sunday, October 2, 2022

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
TO AUTHORIZE THE CITY MANAGER TO MANAGE AMERICAN RESCUE PLAN
CONTRACTS**

WHEREAS, the City of Hendersonville received \$4.5 million dollars in State and Local Fiscal Recovery Funds; and

WHEREAS, the City of Hendersonville elected to use those funds for revenue replacement; and

WHEREAS, the City of Hendersonville elected in turn to utilize \$2.0 million in local funds for American Rescue Plan purposes; and

WHEREAS, the City has determined the funds be used for transformative projects by local agencies; and,

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

1. The sum of \$800,000 is approved for use in the Connection Center project in partnership with Joseph's Outreach Ministries.
2. The sum of \$360,000 is approved for use in housing rehabilitation projects in partnership with the Housing Assistance Corporation.
3. The sum of \$320,000 is approved for the development of a pilot program by Pisgah Legal Services to provide needed aid to clients of the Connection Center.
4. The sum of \$20,000 is approved for job training by Safelight.
5. The sum of \$500,000 is approved for a city-employed crisis case worker position and programming at the discretion of the City Manager for a term up to five years.
6. The City Manager in consultation with the City Attorney shall have the authority to enter into contracts that may be required to carry out the terms of this resolution, except where City Council approval is required by law.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Daniel A. Heyman, Deputy City Clerk

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



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

John Connet

MEETING DATE:

10/6/2022

AGENDA SECTION:

NEW BUSINESS

DEPARTMENT:

Administration

TITLE OF ITEM:

Request to Review Knollwood and Orleans Intersection – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that City Council instruct staff to take the following steps to evaluate or modify the intersection of Orleans Avenue and Knollwood Avenue: _____

SUMMARY:

The City Council received an email from Ms. Barbara Glassman regarding the stop sign at the intersection of Knollwood Avenue and Orleans Avenue. Council Members Hensley and Smith asked that it be discussed at the October 6, 2022 meeting.

BUDGET IMPACT:

\$ TBD

Is this expenditure approved in the current fiscal year budget?

No

If no, describe how it will be funded.

EnterTextHere

ATTACHMENTS:

Barbara Glassman Email

Connet, John

From: Hensley, Jennifer
Sent: Friday, September 23, 2022 9:23 AM
To: Connet, John
Subject: Fwd: Dangerous intersection

Can we put on agenda?

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

From: Barbara Glassman <bglassman@hotmail.com>
Sent: Friday, September 23, 2022 9:07:58 AM
To: City Council <CityCouncil@hvlnc.gov>
Subject: Dangerous intersection

Be Advised: This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council members,
Yesterday, I was almost broadsided by a car speeding down the Orleans Avenue hill, just down from the Hendersonville elementary and middle schools. The car was going so fast - never even slowed down at the stop sign - I have no doubt there would've been injuries involved. This isn't the first time I've had a close call at this intersection. But it was the worst. And many of our neighbors who must cross Orleans on Knollwood have experienced the same.

The police are very aware of this dangerous intersection, they often park at the bottom of the hill to catch offenders. If an accident occurred, it would be too late.

So why am I contacting you?!?
Because I was told by the police officer who patrols that area that a directive would have to come from the City Council to put safety enhancements at that intersection. He told me I would have to present this at a city council meeting.

Rather than waste your precious time at a meeting, I would like to propose three options which the police officer readily endorsed.

- 1) LARGE yellow letters painted on the road a number of feet before the stop sign: S T O P
- And/or
- 2) Rumble strips. My only hesitation about this is I would NOT want them to create a noise nuisance for the residents who are at that corner.
- 3) Speed bumps

The Police Dept. or Public Works may have other solutions. Regardless, this needs to be addressed. If I must come to the council meeting, I'll do it. But if this can be handled in another, more efficient way, I would appreciate it.

Could someone please let me know if I need to do anything concerning issue?

Thanks for all you do,
Barb Glassman
1215 Lugano Ave.
Hendersonville, NC 28791
828/243-9064



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

John Connet

MEETING DATE:

10/06/2022

AGENDA SECTION:

CLOSED SESSION

DEPARTMENT:

Administration

TITLE OF ITEM:

Closed Session – John Connet, City Manager

SUGGESTED MOTION(S):

I move that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1), (3), (4) 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 discuss matters relating to the location or expansion of industries and businesses in the area served by the public body and to consider the qualifications, competence, performance and character, fitness conditions of an individual public officer, to consult with an attorney retained or employed by the City Council to preserve the attorney client privilege, and to discuss a claim or pending claim or potential litigation..

SUMMARY:

City staff is requesting a closed session to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, to discuss matters relating to the location or expansion of industries and businesses in the area served by the public body and to consider the qualifications, competence, performance and character, fitness conditions of an individual public officer

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. NA

ATTACHMENTS:

None