



CITY OF HENDERSONVILLE
CITY COUNCIL REGULAR MEETING
City Hall - 2nd Floor Chambers | 160 Sixth Ave E. | Hendersonville NC 28792
Thursday, April 01, 2021 – 5:45 PM

AGENDA

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. PUBLIC COMMENT** - *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*
- 4. CONSIDERATION OF AGENDA**
- 5. CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*
 - A. Adoption of City Council Minutes – *Angela Reece, City Clerk*
 - B. Henderson County Tax Adjustments-*Jennifer Musselwhite, Deputy Tax Collector*
 - C. Budget Amendments – *Adam Murr, Senior Analyst*
 - D. New Position Proposed: Part-Time Events & Marketing Assistant in Downtown Division of Community Development Dept. – *Jamie Carpenter, Downtown Manager.*
 - E. Ratification of the COVID-19 Test Positive Policy – *Jennifer Harrell, HR Director*
 - E. Revision of the Personnel Policy -FMLA Article VII. Section 19 – *Jennifer Harrell, HR Director*
 - G. Recurring Events to Continue in Conjunction with Statewide Mandates – *Lew Holloway, Community Development Director*
 - H. 2021 LoveHendo Saturday Street Closure – *Jamie Carpenter, Downtown Manager*
 - I. Approval of Environmental Sustainability Board Logo – *John Connet, City Manager*
 - J. Capital Project Ordinance for the Clear Creek Greenway Project (#18026) -*Adam Murr, Senior Analyst*
 - K. Approval of Truist Bank to Provide Installment Financing for Purchase of Fire Apparatus - *John Buchanan, Finance Director*
 - L. Truist Financing Agreement Modification - *Brian Pahle, Assistant City Manager*
 - M. Annexation Certificate of Sufficiency: Garrison Property (P21-16-ANX) – *Lew Holloway, Community Development Director*

[N.](#) Resolution Declaring Property Surplus & Authorizing Donation – *Tom Wooten, Public Works Director*

[O.](#) Contract with Land of Sky Council of Governments for 160D Review – *Lew Holloway, Community Development Director*

[P.](#) Resolution Approving RFQ Architect Selection – *Adam Murr, Sr. Analyst*

6. PRESENTATIONS

[A.](#) Update from True Ridge – *Lori Garcia-McCammon, Executive Director*

7. PUBLIC HEARINGS

[A.](#) Street Closure: 911 Tebeau Dr. (P21-13-SCL) – *Tyler Morrow, Planner II.*

[B.](#) Standard Rezoning: The Cascades Annex (P21-09-RZO) – *Matt Manley, Planning Manager, AICP.*

[C.](#) Conditional Rezoning: Perry Fields, One Thousand and Fifteen LLC - Frau Fowler Building (P21-07-CZD) – *Matthew Manley, Planning Manager, AICP.*

[D.](#) Conditional Rezoning: Neal Lechtner Mini Warehouses (P21-08-CZD) – *Tyler Morrow, Planner II.*

8. UNFINISHED BUSINESS

9. NEW BUSINESS

[A.](#) Ordinance Establishing Twenty-Five (25) Miles Per Hour Speed Limit on a Portion of Chadwick Avenue – *John Connet, City Manager*

[B.](#) Berkeley Road & North Main Street Intersection – *Lew Holloway, Community Development Director*

[C.](#) Briefing on Permitting for Duke Energy Coal Ash Contact Water – *Gracie Erwin, Environmental Compliance Coordinator*

[D.](#) Special Event: Sneaky Scavenger Race – *Lew Holloway, Community Development Director*

10. CITY COUNCIL COMMENTS

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

[A.](#) City Surplus

12. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

[A.](#) Board & Commission Appointments (Planning Board & Tree Board) – *Angela L. Reece, City Clerk*

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.



MINUTES

February 24, 2021

SECOND MONTHLY MEETING OF THE CITY COUNCIL

CITY COUNCIL CHAMBERS - 2ND FLOOR, CITY HALL | 160 SIXTH AVE. E. 4:00 p.m.

Present: Mayor Barbara G. Volk, and Council Members: Jeff Miller, Lyndsey Simpson, and Dr. Jennifer Hensley

Remote Participants: Mayor Pro Tem Jerry Smith

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

1. CALL TO ORDER

Mayor Volk called the meeting to order at 4:00 p.m. and welcomed those in attendance. A quorum was established with all members in attendance. Mayor Pro Tem Jerry Smith participated in the meeting remotely via Zoom electronic software.

2. CONSIDERATION OF AGENDA

Council Member Jeff Miller moved that City Council approve the agenda as presented. A unanimous roll call vote of the Council Members followed. Motion carried.

3. PRESENTATIONS

A. 2019-2020 Fiscal Year Audit Presentation – John Buchanan, Finance Director

David Phillips, CPA with Greene Finney, LLP presented the 2019-2020 Fiscal Year Audit to the City Council. Mr. Phillips stated an unmodified opinion was issued and provided the following report:

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of resources of the City exceeded its liabilities and deferred inflows of resources at the close of the current fiscal year by approximately \$103,564,000 (total net position for the Primary Government).
- The City's total net position for FY 2020 increased by approximately \$1,770,000 over the prior year balance in large part due to an increase in the net position of the business-type activities of approximately \$2,129,000.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of approximately \$19,119,000, an increase of approximately \$10,816,000 or 130% from the prior year. The increase is primarily due to the issuance of debt of approximately \$11,500,000.
- At the end of the current fiscal year, unassigned fund balance for all governmental funds was approximately \$4,160,000. The unassigned fund balance for the General Fund is approximately \$4,692,000 which is 26% of total General Fund budgeted expenditures for the upcoming fiscal year.

Governmental Funds

The General Fund is the chief operating fund of the City. At the end of the current fiscal year (June 30, 2020), unassigned fund balance of the General Fund was approximately \$4,692,000 with a total fund balance of approximately \$8,553,000, an increase of approximately \$223,000 of unassigned fund balance over the prior year. The use of fund balance was originally budgeted at approximately \$713,000 for FY 2020. In the upcoming fiscal year 2021 budget, approximately \$1,257,000 of fund balance is appropriated. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance for the General Fund as of June 30, 2020 represents 26% percent of total next year General Fund budgeted expenditures.

At June 30, 2020, the governmental funds of the City reported a combined total governmental fund balance of approximately \$19,119,000, a 130% increase over last year.

The General Fund recorded revenues of approximately \$17,320,000 during FY 2020, which was an increase of approximately \$1,822,000, or 12% over the approximately \$15,498,000 recorded in FY 2019, primarily due to the following:

- Ad Valorem Tax revenue increased approximately \$1,673,000 or 19% over 2019, Henderson County conducts a reappraisal of real property every four years. Assessed value of real property increased 18.2% over the prior year.
- Unrestricted Intergovernmental Revenue increased over the prior fiscal year by approximately \$429,000 or 9%.
- Sales & Use Tax collections increased by approximately \$326,000 or 10% in the General Fund during fiscal year 2020, compared to the approximately \$195,000 or 6% increase seen in the prior year. Sales tax revenues are distributed on a proportional ad valorem tax levy basis in Henderson County. Increases in sales tax were driven by a strong economy prior to COVID-19. Continued operation of large retailers, services, and online shopping helped reduce the impacts of the pandemic on sales tax revenue.
- Restricted Intergovernmental Revenue, which includes grants or revenues and contributions received from other governmental entities for a specific purpose, decreased by approximately \$124,000 or 18% of the prior fiscal year. The decrease was due to a decrease in grants in FY 2020.
- Permits and Fees decreased in 2020 by approximately \$13,000 or 3% over 2019. The decrease was due to a decrease in fire inspections, and motor vehicle tag fees due to COVID-19.
- Sales and Services revenue decreased by approximately \$22,000 or 8% in total over the prior year. The decrease is mostly due to a reduction in parking and facility rental revenue due to COVID-19.
- Investment Income earned on the investment of idle cash decreased by approximately \$90,000 or 44% over the prior. Investment rates of return dropped drastically the last half of fiscal year 2020 due to COVID-19.
- Miscellaneous revenue decreased by approximately \$29,000 or 22% in total over the prior year. The decrease is the result of the City receiving less revenue for parking violations and penalties.

Expenditures in the General Fund were approximately \$16,489,000 for fiscal year 2020, which was an increase of approximately \$1,187,000, or 8% over the approximately \$15,302,000 recorded in fiscal year 2019, primarily due to the following:

- General Government expenditures increased \$250,000 over the prior year. This increase is primarily due to an increase in salaries and benefits of Administrative, Finance, and City Engineer.
- Debt service expenditures increased by approximately \$157,000 over the prior year. This increase is primarily due to payments being made on debt issued in the prior year.
- The Fire Department expenditures increased by approximately \$303,000 over the prior year due mostly to the addition of three new personnel and the purchase of vehicles.
- Police Department expenditures increased approximately \$389,000 during fiscal year 2020 as compared to the prior year. The increase was mostly due to the addition of three new personnel and the purchase of vehicles and equipment.

General Fund Budgetary Highlights: During the fiscal year, the City revised the budget on several occasions. In general, budget amendments fall into one of three categories: (1) amendments made to adjust the estimates that are used to prepare the original budget ordinance once exact information is available; (2) amendments made to recognize new funding amounts from external sources, such as federal and state grants; and (3) increases in appropriations that become necessary to maintain services.

Several factors contributed to the General Fund actual revenues of approximately \$17,320,000 exceeding the budgeted revenues by approximately \$363,000 or 2%. These include:

- Property Tax collections were 2%, or approximately \$165,000 higher than the amount budgeted, as property tax is generally very conservatively budgeted. The City continues to have a very good collection rate as reflected by the collections for the 2019 tax levy, collected during fiscal year 2020. The City entered into an agreement with the County beginning in FY 2020 to collect taxes for the City.
- Local Option Sales Taxes came in approximately \$158,000 or 5% over the revised budget, as the City has budgeted conservatively.
- Revenues from the ABC Board exceeded the amended budgeted revenues by 48% or approximately \$108,000 above the expected amount.
- The revenue from Permits and Fines were less than the budgeted amount by approximately \$48,000 or 11% at the end of the year.
- Sales and Service revenue was less than the budgeted amount by approximately \$27,000 or 10% of the revised budget.

All General Fund departments stayed within the appropriated budgets for the fiscal year. In total, the General Fund actual expenditures ended the year at approximately \$16,489,000, which was approximately \$1,565,000

or 9% below the approximately \$18,054,000 revised expenditures budget for the fiscal year 2020. The following factors contributed to the reduction of expenditures during fiscal year 2020, these include:

- The Fire Department expenditures were approximately \$344,000 less than budgeted. The majority of this variance is due to overestimates of supplies during the year and reductions due to COVID-19.
- Police Department expenditures came in approximately \$461,000 below budget. The variance is mostly the result of open positions during the year and reductions due to COVID-19.
- The Developmental Assistance Department ended the year with approximately \$69,000 less expenditures than budgeted. Most of this variance was the result of reductions due to COVID-19.
- The Finance Department variance contributed approximately \$46,000 to the reduction of actual expenditures compared to the fiscal year 2020 budget. The department had personnel vacancies during fiscal year 2020 which led to a reduction in salary, benefit, and training expenditures.
- The Public Works Streets and Highway Department ended the year with approximately \$46,000 or 6% excess budget. This was primarily due to a variance in salaries due to employee turnover in the department and lower than budgeted supply expenditures.
- The Public Works Traffic Department was \$64,000 under budget during fiscal year 2020, due to overestimates for equipment and supplies and materials.
- The Cultural and Recreation Department was \$88,000 under budget resulting mainly from reductions due to COVID-19.

The Governmental Capital Projects Fund, a major fund, includes the Grounds Maintenance Building, Main Street Corridor Restroom, Fiber, and Police Department Headquarters projects. The Capital Projects Fund's change in fund balance increased \$9,856,000 to approximately \$9,869,000 at June 30, 2020. This increase is primarily due to the issuance of debt in the amount of \$11,500,000.

Non-Major Governmental Funds

Non-Major Governmental Funds include special revenue funds and several governmental capital project funds that are funded by grants or other specific revenue sources. In fiscal year 2020, the City combined several special revenue funds into a single fund, the Grants Fund.

Revenues in the non-major governmental funds decreased by approximately \$496,000 over the prior year. The primary reason for the variance is due to a decrease in grant revenue.

Other revenue activity in the Non-Major Governmental Funds include the following: The Main Street Tax District Fund is an operating governmental special revenue fund used to record the activities of the Main Street Municipal Tax District, including the Main Street Program and several special events and festivals. The Main Street Tax District Fund recorded a fund balance decrease of approximately \$10,000 for fiscal year 2020.

Total Main Street Tax District Fund revenues increased by approximately \$61,000 or 12% above fiscal year 2019. Factors contributing to the increase in revenues during fiscal year 2020 are as follows:

- Ad Valorem Tax revenue was approximately \$62,000 more than the prior year.
- Sales tax revenue increased approximately \$16,000 over the prior year. Seventh Avenue Tax District Fund revenues increased by approximately \$19,000 compared to the prior year due to an increase in tax revenue. Expenditures in the Non-Major Governmental Funds decreased by approximately \$626,000 over the prior year. Key components of these variances between fiscal year 2020 and 2019 include the following:
 - Expenditures for Capital Outlay decreased approximately \$936,000.
 - Debt Service payments increased approximately \$45,000.
 - Expenditures for Economic and Physical Development increased approximately \$34,000.
 - Expenditures for Public Safety increased approximately \$277,000.

PROPRIETARY FUNDS

Water & Sewer Fund

The Water & Sewer Fund (modified accrual) recorded approximately \$16,196,000 in operating revenues for fiscal year 2020. This was an approximately \$129,000 or 1% increase over fiscal year 2019. The primary reason for this increase is an increase in the base rate for water. The following provides further details for the increase in the fund revenues during fiscal year 2020:

- Water Sales Revenue was approximately \$10,166,000 for fiscal year 2020, which was 4% higher than the previous year. Sewer Charges increased approximately \$43,000 or 1% over fiscal year 2019.
- Water and Sewer new tap charges decreased by approximately \$45,000.

- The Water & Sewer fund reported investment revenue is \$145,000 in fiscal year 2020. This was a \$177,000 decrease over fiscal year 2019. This is due in part to drastic decreases in rate of return and reduced idle cash available for investment.

The Water & Sewer Fund (modified accrual) recorded approximately \$17,156,000 in operating expenditures for fiscal year 2020. This was approximately \$1,761,000 and 11% higher than fiscal year 2019.

- The primary reasons for the increase in operating expenditures during fiscal year 2020 was due to increases in debt service expenditures.

Water & Sewer Fund Transfers:

- The Water & Sewer Fund transferred out a total of approximately \$343,000 during fiscal year 2020. This included approximately \$63,000 Water and Sewer Capital Projects Fund, \$30,000 to the City Fiber Improvement Project, and \$250,000 to the Capital Reserve Fund. This was approximately \$2,508,000 less than the approximately \$2,851,000 transferred out to Water and Sewer projects in the prior year.

Unrestricted net position of the Water and Sewer Fund at the end of 2020 totaled approximately \$10,086,000 which was a decrease of approximately \$3,111,000 (24%) over the prior year.

Environmental Service Fund

The Environmental Service Fund total unrestricted net position decreased by 132% to approximately (\$33,000) at June 30, 2020 compared to the prior year total of approximately \$104,000 due to expenditures exceeding revenues.

- Operating revenues were approximately \$1,238,000 and 1% higher for fiscal year 2020 than the previous year.
- Expenditures in the Environmental Service Fund of approximately \$1,518,000 increased by approximately \$91,000 or 6% from the prior year due to an increase in waste collection and treatment.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

The City's investment in capital assets for its governmental and business-type activities as of June 30, 2020, totaled approximately \$118,013,000 (net of accumulated depreciation). This was an increase of approximately \$8,779,000 from the prior year total. These capital assets include buildings, roads and bridges, land, machinery and equipment, water and sewer lines, and vehicles.

Major capital asset transactions during the year include the following additions:

- Construction of new Police Department Headquarters
- Nineteen Vehicles
- Garbage Truck
- Street Sweeper
- Fourth Avenue Streetscape
- Streambank Restoration
- Etowah Water System Improvements
- Northside Water System Improvements

Long-Term Debt

As of June 30, 2020, the City had total bonded debt outstanding of \$1,013,000. Of this total debt, the entire amount is backed by the full faith and credit of the City. The remainder of the City's debt represents loans secured solely by lien on the particular assets financed. North Carolina General Statute 159-55 limits the amount of general obligation debt that a unit of government can issue to eight (8) percent of the total assessed value of taxable property located within that government's boundaries. The legal debt margin for the City is approximately \$128,409,000.

Other Items of Note:

- Total capital assets were \$118.0 million at June 30, 2020, an increase of \$8.8 million from June 30, 2019
- Total capital asset additions of \$14.1 million which consisted mainly of: Land and Easements - \$0.5M and of Water/Sewer Projects - \$6.1M
- CIP Projects (i.e. Main Street Restrooms, Police Department HQ, 4th Avenue-Grey Mill Streetscape, etc.) - \$1.6M

- Machinery and Equipment and Other Capital Assets - \$5.3M
- Depreciation expense of \$5.3M
- Construction in progress is \$10.2 million at June 30, 2020 which primarily relates to the Police Department HQ, Old Tracey Grove Road Bridge Replacement, Streetscape, and various Water/Sewer projects.
- Total long-term obligations outstanding at June 30, 2020 were \$55.0 million – increase of \$19.8 million from June 30, 2019:
- Issuance of \$12.9M in revenue bonds for water/sewer improvements and to advance refund an earlier issue.
- State revolving fund loans for \$1.9M for the Streambank Restoration project (\$1.4M) and the Northside Water System project (\$0.5M).
- Issuance of 2020 installment purchase contracts for \$12.0M for PD Headquarters (\$11.5M) and three street sweepers (\$0.5M).
- Issuance of capital leases for \$0.5M for 15 vehicles.
- Principal and refunding payments of \$9.7M made during 2020.
- Other increases of \$2.2M relating to compensated absences, pension liabilities, and other postemployment benefit liability.
- Total debt service payments in FY 2021 on outstanding debt and installment purchase contracts is expected to be \$3.4M (\$2.7M in principal and \$0.7M in interest).

Economic Factors

On March 11, 2020, the World Health Organization declared the coronavirus (COVID-19) outbreak a pandemic. The COVID-19 outbreak in the United States has resulted in a significant impact on the economy and the financial markets. If this pandemic or variants of the virus continue for a sustained period of time, the City may experience significant decreases in its (a) growth-oriented revenues (i.e. local option sales tax, building permits, etc.), (b) charges for services (i.e. utility charges, recreation charges, etc.), and (c) property tax revenues (i.e. business closures/failures, foreclosures, less vehicle purchases/taxes, etc.).

The following key economic indicators reflect the prosperity of the City:

- Henderson County's unemployment rate was 7.5% as of June 30, 2020. This was equal to the average unemployment rate statewide.
- The certified population estimate for the City of Hendersonville as of July 1, 2020 was 14,277.
- The annual Henderson County Apple Festival, held in Hendersonville, was modified due to COVID-19. The normal Main Street Festival was cancelled, and smaller individual events were held at local orchards and other locations.

Budget Highlights for the Fiscal Year Ending June 30, 2021

The City continues to build and revise its strategic plan. This process includes the development of vision and mission statements along with setting priorities focusing on six main areas, including economic vitality, strong partnerships, sound infrastructure, numerous amenities, great public services, and financial sustainability. The fiscal year ending June 30, 2021 ("2021" or "FY 2021") operating budget totals approximately \$39,850,000 for the City's budgeted operating funds. This is approximately \$1,129,000 or 3%, higher than the approximately \$38,721,000 original FY 2020 budget.

Governmental Activities

The fiscal year 2021 budget keeps the tax rate at \$0.49 per \$100 in assessed value. The rate is budgeted to generate approximately \$9,600,000 in ad valorem tax revenue and \$700,000 in motor vehicle tax revenue for the fiscal year.

The fiscal year 2021 adopted expenditure budget for the General Fund totals approximately \$18,320,000 which is approximately \$30,000 above the final 2020 fiscal year amended budgeted.

Business-Type Activities

The Water and Sewer fund is the largest part of the City of Hendersonville's operating budget, accounting for approximately 47% of total expenses. The fiscal year 2021 operating budget, not including transfers to the Water and Sewer Capital Projects, totals approximately \$18,356,000 and is 3% higher than the prior fiscal year due to an increase in personnel and operating expenditures.

The Water and Sewer fund has approximately \$850,000 fund balance appropriated in next year's budget. In addition to the continuance of several major project initiatives, a strong emphasis remains on reinvesting Water and Sewer Fund retained earnings back into the system in a way that benefits all of our customers inside the City as well as outside of the City limits.

The Environmental Service Fund budgeted operating expenses decreased by approximately \$259,000 or 16% in next year's budget. This was due to the purchase of a new truck in fiscal year 2020. The Stormwater Fund operating expense budget, not including transfers, is approximately \$575,000 for fiscal year 2021, an increase

of 7% over the prior year. The increase is mainly due to infrastructure improvements and an asset inventory and assessment.

Capital Improvement Plan

The City of Hendersonville's Capital Improvement Plan ("CIP") represents a multiyear forecast of the City's capital needs. The City prepares and continuously updates this five-year CIP to function as a planning tool. Each fiscal year the current year schedule is adopted by City Council along with the annual operating budget.

Some of the major governmental capital improvement projects planned in next year's budget include the annual street resurfacing, Main Street Parking Deck, fire truck purchase and the continuation of Tracey Grove bridge replacement project and Police Department headquarters.

Several major Water and Sewer capital projects will continue in the fiscal year 2021 budget, including the Northside Water System Improvements project, the Etowah Water System Improvements, Multi-area Streambank Restoration, and French Broad Raw Water Intake projects.

Mr. Phillips again reminded everyone that an unmodified opinion was issued, which is positive, and said the City is in good financial condition.

Council Member Jerry Smith clarified the City's post-employment benefit is properly prepared for potential liabilities in the futures such as retiree pensions and healthcare. Mr. Phillips stated the City's liability can fluctuate based on external assumptions and State requirements for funding. Manager Connet discussed past contributions recalling the State adjusting their formula over the last several years and said the City's portion of the contribution has increased. Manager Connet stated the NC Local Govt. Retirement System is one of the best funded retirement systems and said the City does provide medical coverage for retirees of 30 years and said this funding is set aside in cash for claims.

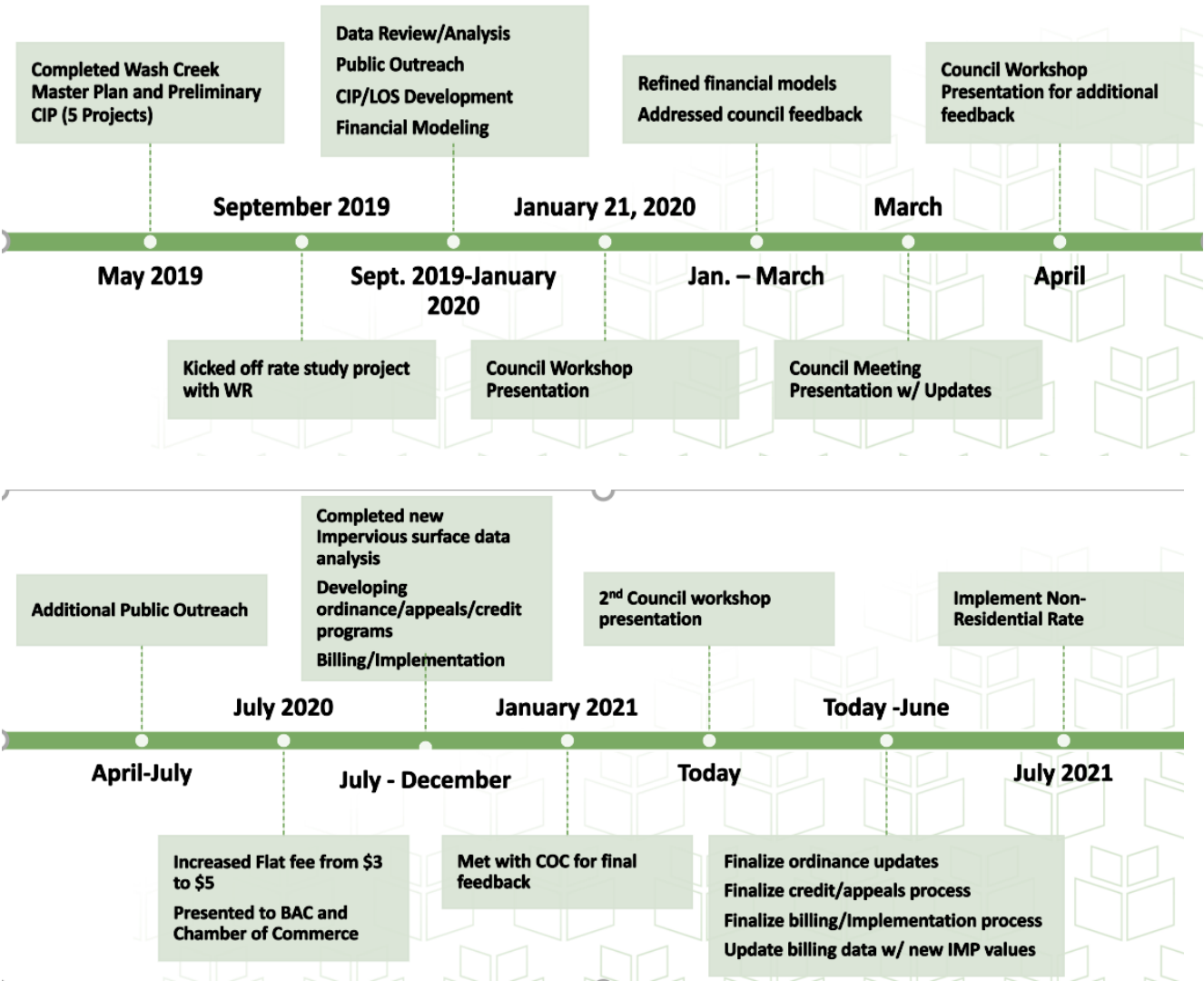
Council Member Jeff Miller clarified that the next assessment would take place in 2024. There were no other questions.

4. DISCUSSION

A. Discussion and Staff Direction Regarding Amending the Current Stormwater Utility Fee Structure – *Mike Huffman, Stormwater Administrator*

Mr. Huffman reminded everyone that a stormwater utility is a dedicated source of revenue provided by user fees used to pay for the long-term compliance with State and Federal requirements, maintenance, and expansion of City stormwater system infrastructure. Mr. Huffman stated fees are set out in NC G.S. 160A-314 and are established to equitably share the cost of the public infrastructure and its benefit to private property. He provided the following timeline and report:

- A Stormwater utility is a dedicated source of revenue provided by user fees used to pay for the long-term compliance with State and Federal requirements, maintenance, and expansion of City stormwater system infrastructure.
- A dedicated utility provides a critical tool to pay for the replacement of aging infrastructure through reserves and the ability to finance large capital projects
- Fees are established to equitably share the cost of the public infrastructure and its benefit to private property.
- No exemptions based on tax status.
- Fees are for "providing stormwater management programs and structural and natural stormwater and drainage system service."
- "Must be made applicable throughout the area of the city."
- Fees may vary according to:
 - I. Residential, commercial or industrial
 - II. Size of property
 - III. Area of impervious surface area
- Rates, fees, and charges may not exceed cost of providing the management program and the physical system.
- "Includes any costs necessary to assure that all aspects of stormwater quality and quantity are managed in accordance with federal and State laws, regulations, and rules."



Mr. Huffman stated the next steps were to finalize ordinance updates, credit and appeals processes, billing and implementation processes as well as updating billing data with new impervious service (IMP) values.

Mr. Huffman discussed the General Stormwater Level of Service Matrix stating the City is a Level 2 Permit holder and is subject to NPDES Compliance Activities such as making sure the City’s operations are not creating pollution in the waterways. Mr. Huffman stated that based on the feedback from City Council and the public, it is most feasible to work toward a B or C level of service model with the following assumptions:

- Proactive management and replacement of prioritized capital assets
 - \$36.5M in CIP projects in first 10 years
 - Preventative Operation and Maintenance Activities
 - Routine inspection/maintenance program
 - 1-2 new FT Stormwater Staff
 - Compliant stormwater program
 - FY 2021 Residential Flat Rate = \$5 / month
 - FY 2021 Non-Residential Rates
 - \$5 ERUs (Total impervious surface area divided by average residential)
- Estimated Revenue Generation below:

Rate	Revenue (2021)	Revenue (2025)	Revenue (2030)	Capital Outlay (10yr)	FTE
\$5.00	\$1.4m	\$1.75m	\$2.8m	\$36.5m	3.5

Generates \$1.4M-\$1.8M+ annually in the first 5 years

- Residential Revenue = \$500k
- Non-Residential Revenue = \$900k

Mr. Huffman explained Equivalent Residential Unit (ERU) is a billing unit based on the average area of impervious surface (rooftops driveways) on a single-family parcel, which is 3000 square feet for the City of Hendersonville. Mr. Huffman discussed comparable rates with surrounding municipalities stating the City of Asheville and City of Shelby are the closest in comparison to the City in fee structures.

Mr. Huffman discussed existing infrastructure needs stating there are many older parts of the system that are potentially undersized which may contribute to increased localized flooding and property damage. Mr. Huffman outlined Rate Study Components and discussed credits/caps and appeals processes and cost share drainage assistance programs stating staff received much public feedback requesting these types of programs. Mr. Huffman stated some City infrastructure runs across private property which was not implemented by the City but rather a property owner and said assistance programs will help property owners address those pieces of infrastructure and allow the City to obtain an easement for future maintenance and improvements.

Mr. Huffman discussed non-residential fees and billing stating this is the most equitable method to charge fees as it is based on individual property contribution to runoff. He said it is the most common non-residential stormwater fee structure in NC which averages \$7.50 per 3,000 square feet. Mr. Huffman stated the average non-residential customer produces approximately 30,000 gallons of runoff in a 1.5" rain event while the average residential customer produces 3,000 due to the amount of impervious surface. Mr. Huffman further stated the largest non-residential customer produces approximately 1.25 million gallons of runoff per 1.5" rain event.

Mr. Huffman discussed Credits & Caps stating the most recent feedback from City Council and the public was a desire to see a 50% reduction in the monthly fee for customers with existing or new stormwater control measures (must be properly functioning and maintained), and a monthly fee cap ranging from \$250.00 to \$2,000. Mr. Huffman provided information on various cap scenarios stating approximately 52 customers would be eligible for a \$250 credit while 2 would be eligible for a \$2,000 credit.

Mr. Huffman stated a cost-share program for drainage improvements outside City right-of-way or dedicated easements is beneficial for improvements in the overall system and said the City would have a specific reserved funds set aside to assist property owners with repairs to come into compliance. He said an added benefit of the program would allow the City to secure rights-of-way and dedicated easements for future stormwater infrastructure improvements.

Council Member Dr. Jennifer Hensley clarified the proposed rates are applicable to the parcel owner and for instances where there is a master meter the fee will be billed on the combined utility bill. City Council members discussed parcels containing multiple tenants as well as multifamily units and expressed a desire for the multi-family units to be charged at half the ERU rate and to be treated as non-residential if they are on a master meter. Council Member Jerry Smith clarified the appeals process is more designed for non-residential customers whose fees are based off of impervious surface area.

Mr. Huffman discussed Stormwater Program Goals of CIP Projects & Asset Management, Program Development, and Water Quality Improvements as well as the creation of a Stormwater Advisory Board which would consist of diverse community stakeholders who would provide input on community expectations and goals for the program such as reducing flooding, improving water quality, and increasing green infrastructure. He said the Board would also review annual stormwater plans and procedures as well as review appeals and drainage assistance applications.

Mr. Huffman stated upon Council approval the next steps were to draft the Stormwater Utility Ordinance and associated policies, complete billing setup, continue asset inventory assessment and CIP development, evaluate public works annual stormwater activities, and implement a residential fee structure.

Earnest Humphreys, Plant Manager of Kimberly Clark addressed City Council expressing concerns regarding non-residential fees stating he supports a rate progression structure to allow further understanding of how the fees are being spent.

Robert R. Williford, President of the Henderson County Chamber of Commerce addressed City Council expressing concerns regarding how the enterprise fund would be set up and how the fees would be allocated. Mr. Williford asked for clear definitions on what counts as a credit and said he supports a Stormwater Utility with least impact on business.

After much discussion City Council Members expressed preference for a \$250 fee cap or 50% credit, whichever is less, for groups falling within that category and to reevaluate in two years.

Council Member Jeff Miller recommended a 250\$ cap or 50% credit for whichever groups fall in this category a period of 2 years.

City Manager Connet clarified this recommendation will be incorporated into the budget and brought back before City Council for vote in May.

5. ADJOURN

There being no further discussion, the meeting was adjourned at 5:58 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

ATTEST:

Angela L. Reece, City Clerk



MINUTES

February 25, 2021 and February 26, 2021

SPECIAL CALL MEETING OF THE CITY COUNCIL

2-DAY BUDGET WORKSHOP / RETREAT

CITY COUNCIL CHAMBERS - 2ND FLOOR, CITY HALL | 160 SIXTH AVE. E. 6:00 p.m.

Present: Mayor Barbara G. Volk, Mayor Pro-Tem Jerry Smith, and Council Members: Jeff Miller, Dr. Jennifer Hensley, and Lyndsey Simpson

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

Facilitator: Warren Miller, Fountainworks Facilitation Management Consulting

1. CALL TO ORDER

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

2. PRESENTATIONS

City Manager John Connet reviewed events over the last year and thanked Council for their support.

A. Financial Condition of the City - *John F. Connet, City Manager & Brian Pahle, Assistant City Manager, and Adam Murr, Budget Analyst*

Assistant City Manager, Brian Pahle presented the financial condition of the City using an interactive software which may be accessed through the City's website. The Budget Dashboard may be found at: <https://www.hendersonvillenc.gov/budget>. The City's budget dashboard provides an overview of City Council accomplishments and goals and the City's budget process and financial data. This software pulls data from the City's financial system to allow public inspection to promote transparency surrounding the local government budgeting process and how public dollars are spent. Mr. Pahle reviewed City Council main focus areas and goals as listed below.

Focus Areas:

- Economic Vitality
 - \$8M Business investments in MSD
 - City Council supplements 50% of employee dependent medical insurance coverage
 - 7th Avenue Revitalization moving forward since 2016
 - Property revaluation = increase of 18%

Goals:

- Attainable Housing
- Downtown Master Plan
- Expand Main St. Infrastructure
- Support Economic Development with Utility Infrastructure
- Lower Unhoused Population
- Higher Density
- Two Large ED Projects (ex. Sierra Nevada)
- Low Tax Rate

- Financial Sustainability
 - \$8M Business investments in MSD
 - City Council supplements 50% of employee dependent medical insurance coverage
 - 7th Avenue Revitalization moving forward since 2016
 - Property revaluation = increase of 18%

Goals

- Other Revenue Options
- Strong Fund Balance
- City Facilities Sustainability Plan
- Stormwater Rates
- Solid Waste Sustainability Plan

- Great public Service
 - New Equipment – Sullivan Park

- 72 new wayfinding signs placed
- New finance staff customer service policy
- SROs – all schools in city limits
- HFD SAFER grant to hire 12 firefighters
- City Council commits to build dedicated Police HQ
- Farmers Market at Historic Depot
- Streetsweeper wrapped to raise stormwater program awareness
- Council Conversations with the community

Goals

- Competitive Employee Benefits (Pay & Class; 401k Match)
- Fire Protection
- Increased Police Presence
- Sustainability (Less Plastic; Recycling; Solar; Composting; No Styrofoam)
- Customer Service Renovations
- Transparent Development Regulations
- Safety
- High Levels of Service

- Numerous Amenities

- Downtown Holiday Decorations
- Whitmire/Tom's Park Improvements
- Greenway Extension Phase 3
- Wayfinding Signage
- Sullivan Park Playground
- Downtown Restrooms
- Farmer's Market

Goals

- Park Improvements (Berkeley Park Playground)
- Splash Pad
- Tree Canopy
- 7th Avenue Phases II & III
- Ecusta Trail Expansion
- Greenway Parking
- Whitmire Building Improvements

- Sound Infrastructure

- Bradley Creek dredging
- North Main Sidewalk Project
- Etowah Area Water System Improvement Project
- 4th Avenue Streetscape – more pedestrian friendly
- Multi-area streambank restoration project
- New subdivision ordinance – updated from 1970
- Water and wastewater treatment plant equipment upgrades
- Fiber installed

Goals

- Sound Public Transportation
- Walkability (sidewalks throughout)
- Zero Sanitary Sewer Overflows (SSOs)
- Stormwater Improvements
- Expand Greenway System
- Excellent Water Quality
- Fire Station #3
- Main St. Avenues
- Parking Solutions
- Solar Panels on City Facilities
- Urban Revitalization Area (URA)
- Fiber

- Strong Partnerships

- Housing Assistance Corporation Partnership (HAC) additional workforce housing
- Grey Hosiery Mill renovated into apartments
- Water Sewer Advisory Council Reformed
- HPD Mobile App Launched
- Downtown Organizational Model
- OSHA Review
- Pavement Condition Survey

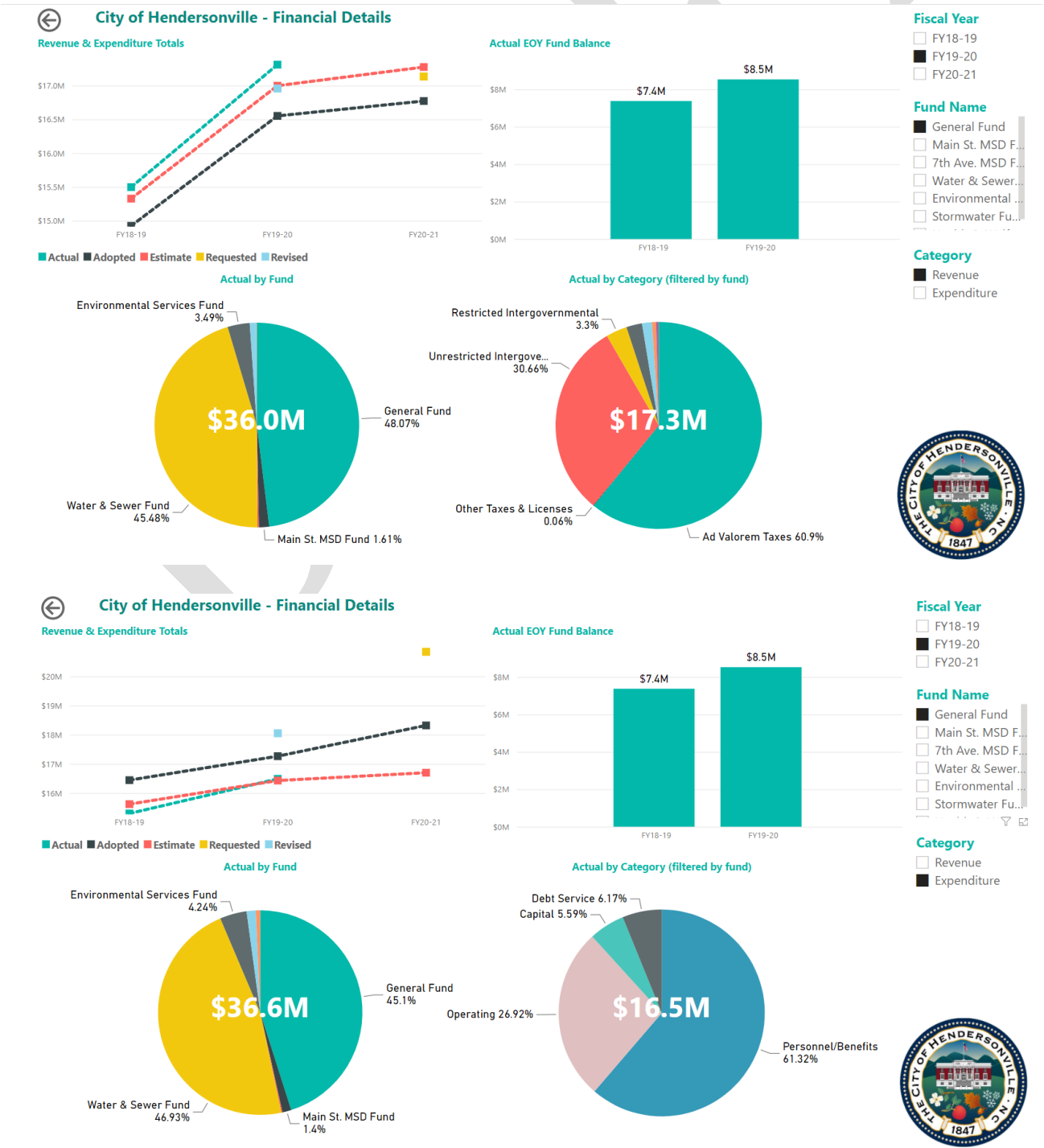
Goals

- Development Assistance
- Unified Water & Sewer Rates
- Partnerships with County
- Increased Community Participation (communicate, engage, diversity)
- Hand's On! Museum
- ETJ Discussions
- Homelessness Assistance
- HWY 64 Maintenance/Beautification
- Local Gov. Internships (BRCC; local universities; HCPS)
- Zero Hungry Children
- Cohesive Council

General Fund

Final revenue totals will be revised in the final budget amount concluding the fiscal year on June 30th. Assistant Assistant Manager Pahle reviewed the City of Hendersonville Financial Summary Tables indicating that total revenues for Fiscal Year 2019-2020 were \$17,311,603, expenditures were \$16,488,923 which includes Debt Service of \$1,017,602, Capital Projects totaling \$922,435, Operating costs of \$4,428,274, and Personnel/Benefits costs of \$10,110,612. Assistant Manager Pahle stated personnel is the largest expenditure in the fund due to state mandated retirement contributions which were 8.95% and 9.70%, and health insurance, which costs \$9,537 per employee annually. The Fund Balance is \$8,525,951, which increased by \$1,153,425.

The General Fund revenues and expenditures are depicted below:



MSD Funds

In addition to the property tax levy, the City levies two municipal service district rates of \$0.26 (Main St. MSD) and \$0.17(7thAve. MSD). Assistant Manager Pahle discussed total revenues and expenditures of both funds stating they are in good standing but reminded everyone they are subject to the elasticity of sales tax revenues. Assistant Manager Pahle stated the Main Street MSD Fund Balance is \$77,492, and 7th Avenue MSD Fund Balance is \$109,996. Mayor Volk clarified that the MSD Funds are separate funds due to the difference in district makeup and taxing rates. City Manager Connet further clarified the funds could be combined but said the tax rate would need to be equalized if that option were to be pursued.

Water Sewer Fund

Assistant Manager Pahle discussed total revenues and expenditures of the Water Sewer Fund stating revenues were lower this fiscal year possibly due to decreased water consumption for businesses and schools due to the COVID-19 Pandemic. He stated the Fund Balance is \$8,169,197, which represents a -17.06% change over the last fiscal year.

Enterprise Financials/Projects Update

NCGS requires local governments to have a fund for each enterprise owned or operated by the unit. Enterprise Funds operate like a business and are funded by user fees other than taxes. Adam Murr, Senior Budget and Management Analyst reviewed the financials of the City Enterprise Funds and discussed water and sewer rates and statistics. City Manager John Connet stated water loss has been reduced by almost half since 2017-18 and is now at around 12% while sewer inflow/infiltration has also been reduced by 4%. City Manager Connet stated 10% water loss is considered excellent in most systems but said staff are exploring ways to further reduce the loss. Mr. Murr stated the City averages 256 to 348 new customers each year and said in FY19-20 there has been 300 new water taps and 86 new sewer taps. City Manager Connet stated he expects the number to continue to rise with increasing development.

Water & Sewer Revenue Bonds

Mr. Murr discussed bond issuance and stated in December 2019, the City issued the Revenue Bond (RB) – December 2019 for \$12,897,000 and incurred bond issuance costs of approximately \$118,000. He stated the bond was used to refinance existing debt in the AMI and to fund the Etowah water project. Mr. Murr discussed bond covenant requirements and said the city exceeded these requirements by \$2.1M. Assistant Manager Pahle stated although the city met the requirements the key takeaway is to continue to set rates to meet future operating and debt service costs.

Water & Sewer Capital Projects

Mr. Murr discussed current and future capital projects in the Water & Sewer Fund stating there are many NCDOT projects as well as the Etowah and said project timelines are continuously shifting due to NCDOT project delays. City Manager Connet stated this gives the city financial capacity to reach the INI goal of the City Council. Assistant Manager Pahle Brian stated many projects will shift around on the timeline based on the Wastewater Master Plan.

Environmental Services Fund

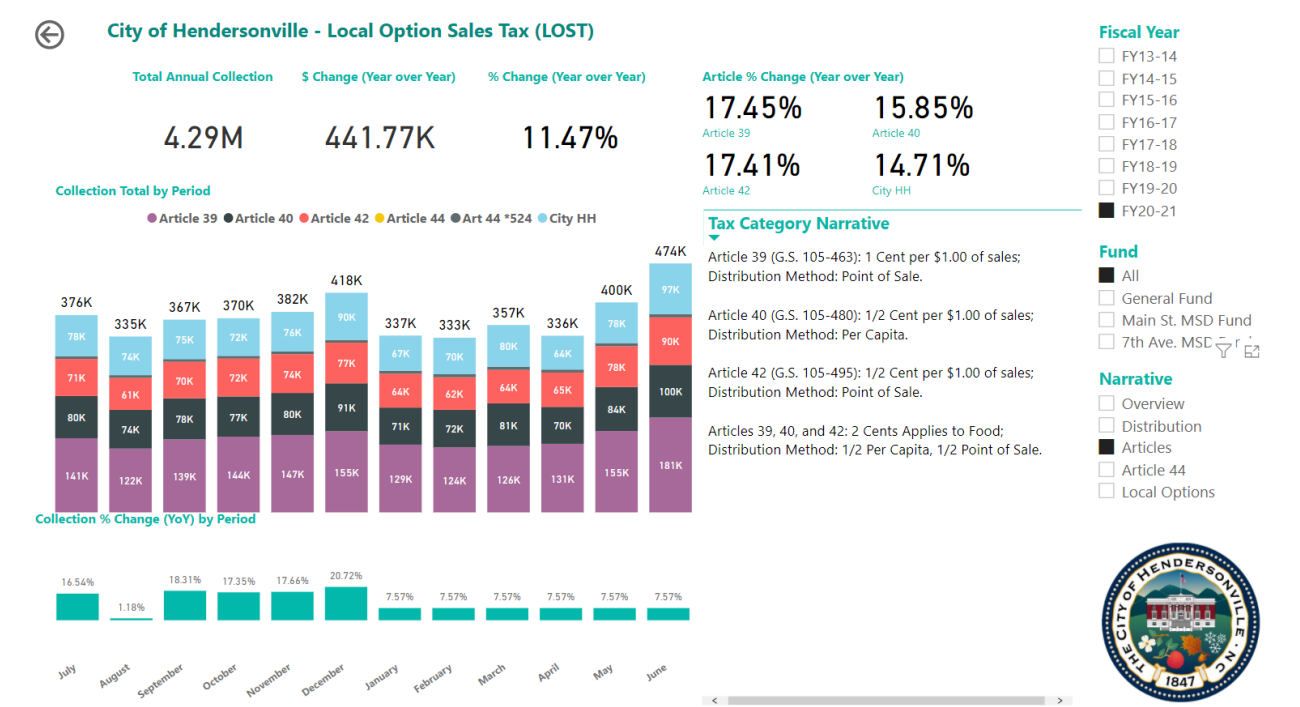
Mr. Murr discussed financial trends of the Fund noting costs of brush and leaf grinding came in at \$30,000, tree removal \$11,000, land fill tipping fees \$210,000, and debt service for waste disposal trucks was \$71,792. Mr. Murr advised fund balance appropriations were less this fiscal year due to staff reviewing the fund for sustainability and decreases in expenditures. Mr. Murr stated prior practice was to utilize fund balance to sustain operations and said this is no longer a finically sustainable practice and advised rate increases would be necessary. Mr. Murr stated there is an ongoing growing demand for services due to development and said other rate drivers include increases in tipping/disposal fees, increasing operating and maintenance cost on equipment, and deb services on waste vehicles/equipment. He stated staff are investigating measures to reduce costs such as implementing route efficiency studies and safety measures. Mr. Murr discussed anticipated housing projects and customer base stating growth is anticipated in coming fiscal years and will drive the need for additional crews and equipment. City Manager Connet stated staff are currently looking at routs for efficiency to reduce costs before the addition of new trucks and personnel are considered and said future needs will be based on master plan data for consideration by City Council. Mr. Murr stated in the last fiscal year there was a total of 5,588 customer bins served. Council and staff discussed residential, and recycling pick up rates/fees and options.

Property Tax

The City currently levies a tax rate of \$0.49 per \$100 of assessed value. Assistant Manager Pahle discussed Hendersonville Property Tax and the stability of the rates and the importance of revaluation years. Assistant Manager Pahle Discussed taxing rates and values over the last several years stating real and personal property increases are positive and future growth will aid in offsetting costs of future expenditures for retirement and health insurance.

Sales Tax

Assistant Manager Pahle provided a brief history of sales tax revenues and reviewed the process for sales tax methods for redistribution and said FY19-20 sales tax initially decreased 5% over the prior year due to COVID-19 but later rebounded and ultimately increased by 19% as of June 2019. Assistant Manager Pahle discussed the two different distribution methods of the State which are per capita and point-of-sale and said the latter is generating more revenue back to the City than the per capita method of redistribution.



Capital Improvement

Assistant Manager Pahle discussed various capital improvement projects and highlighted specific projects such as the City Hall encapsulation, customer service updates, Patton Pool renovations, and growing equipment and vehicle needs. The Capital Improvement Plan (CIP) is outlined below.

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City of Hendersonville - Capital Improvement Plan (CIP)

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Fund Name	FY20-21	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28	FY28-29	FY29-30	Total Cost
Water and Sewer Capital Project Fund	26,103,500	14,276,000	13,912,000	12,634,129	12,800,000	15,775,000	5,553,000	14,445,000	6,712,000	25,446,330	148,382,959
General Government Capital Project Fund	13,900,000	11,500,000	1,950,000	0	1,150,000	0	800,000	800,000	0	0	30,100,000
General Fund	1,397,479	2,261,311	1,263,158	1,738,797	1,695,908	1,390,322	1,313,182	1,276,666	1,308,755	1,531,594	15,177,172
Water & Sewer Fund	1,014,355	3,244,855	2,940,555	2,284,855	3,060,255	3,448,000	3,086,000	2,938,000	3,364,000	3,957,400	29,338,275
Stormwater Fund	367,325	749,600	519,600	444,600	444,600	444,600	435,000	435,000	465,000	285,000	4,590,325
Split Government and Water & Sewer Fund	73,668	524,490	3,244,490	44,490	44,490	26,172	20,000	20,000	20,000	0	4,017,802
Environmental Services Fund	41,000	310,000	50,000	250,000	113,000	53,000	53,000	53,000	53,000	55,000	1,031,000
Main St. MSD Fund	0	17,000	7,000	12,000	7,000	5,000	0	5,000	0	5,000	58,000
Total	42,897,327	32,883,256	23,886,803	17,408,871	19,315,253	21,142,094	11,260,182	19,972,666	11,922,755	31,280,324	232,695,533

Debt Service

Assistant Manager Pahle discussed debt service and estimates and said he has inserted place holders for CIP projects as well as Fire Engine 3, Police Department Headquarters, 7th Avenue Streetscape, City Hall/Ops Renovations, Fire Ladder 1 and Fire Station. Assistant Manager Pahle stated the estimates are conservative but cautioned in the year 2024 the City’s operating and expenditures to debt service ratio would exceed the 15% threshold and said an informal benchmark of 15% is a target to stay below for the City. Assistant Manager Pahle stated a 3-cent tax increase this fiscal year and the following year would allow service and operating levels to remain stable but said City Council must consider a balance between future capital projects, operating and personnel costs, debt service and tax level. City Manager John Connet recalled prior recommendations to Council regarding a tax increase and said although projects have been delayed and revenues are doing well, City Council must consider a balance between future capital projects, operating and personnel costs and debt service in the coming years. City Manager Connet stated the level of service demands are increasing due to growth and stress on staff is increasing as well as expectations of service delivery from the community and advised staff will continue to work diligently to give accurate data projections for City Council.

3. RECESS

There being no further discussion, the meeting was recessed at 8:17 p.m. on February 25, 2021 upon unanimous assent of the Council and scheduled to reconvene on Friday, February 26, 2021 at 8:30 a.m. by electronic Zoom software using the same access information as advertised for this meeting.

February 26, 2020 [ELECTRONIC] 8:30 A.M.
RECONVENED SPECIAL MEETING OF THE CITY COUNCIL

- Participating Electronically:

Mayor Barbara G. Volk, Mayor Pro Tem Jerry Smith, and Council Members:
Jeff Miller, Dr. Jennifer Hensley, and Lyndsey Simpson
- Staff Participating Electronically:

City Manager John F. Connet, City Attorney Angela S. Beeker, Assistant City
Assistant Manager Pahle, City Clerk Angela Reece, Communications Manager Allison Justus and others.
- Facilitator:

Warren Miller, Fountainworks Facilitation Management Consulting

4. RECONVENE & CALL TO ORDER

Mayor Barbara G. Volk reconvened the meeting at 8:33 a.m. and welcomed those in attendance. A quorum was established with all members in attendance participating remotely via Zoom electronic software.

City Manager Connet discussed literature about building a restorative community and healing our woundedness, fragmentation and stability from events over the last year. Manager Connet stated he hopes to work with citizens to restore our community and said instead of focusing on problems and self-interests we must shift our focus possibilities, relatedness and belonging in order to see the great possibilities for our community and our team. City Manager Connet posed the question, “What can we create together?”

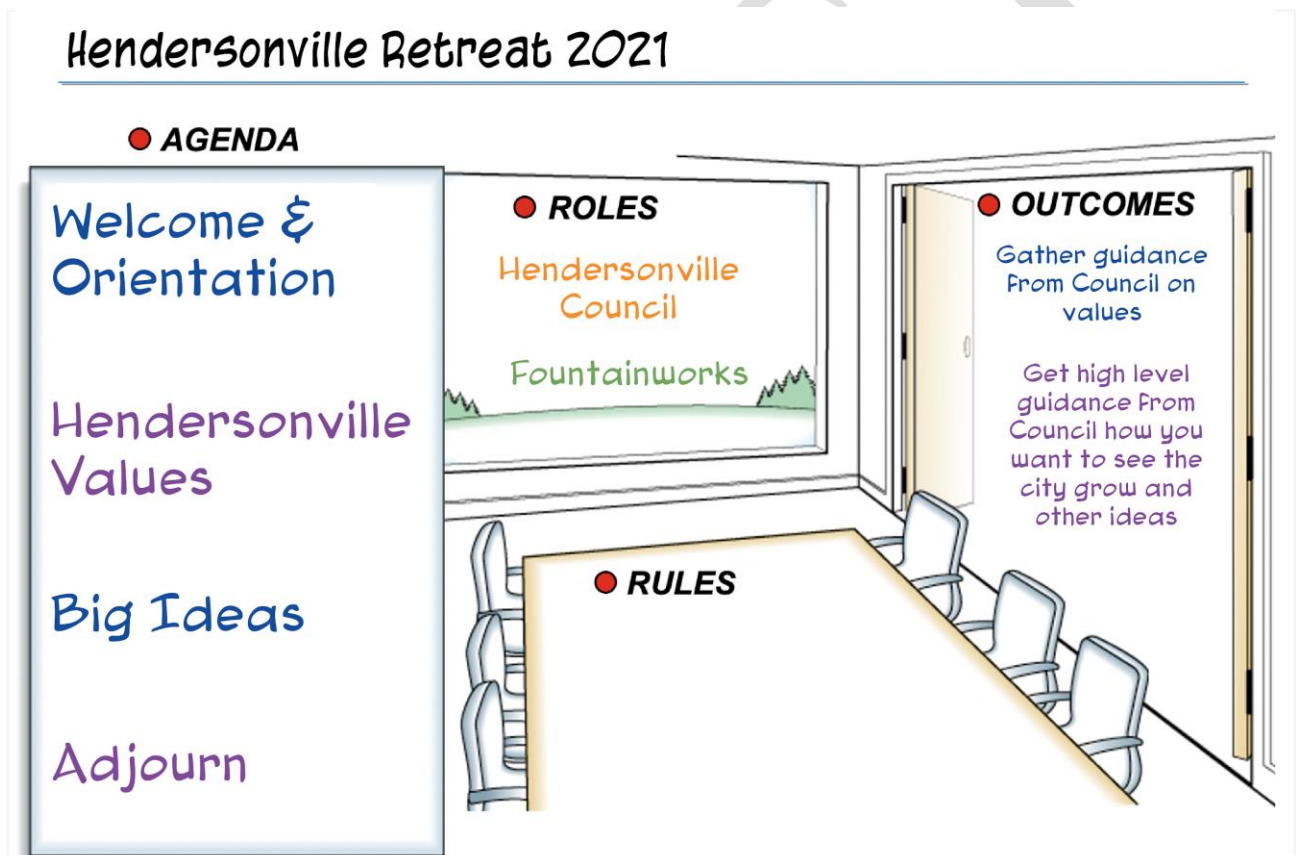
Mr. Warren Miller, Fountainworks Facilitator stated the purpose of the second portion of this meeting is for Council members to discuss City Council goals & priorities. Below is the summary report by Fountainworks:

The retreat was professionally facilitated by Fountainworks and included the opportunity for participants to interact in open conversation as well as to share and build on each other's ideas. Comments were captured as the conversation flowed and do not reflect any priority unless otherwise noted. The subsequent sections of the report summarize the retreat's agenda and the participants' input.

Objectives

- Get guidance from Council on values that will drive policy and planning decisions for the city.
- Get high level guidance from Council around specific projects and ideas they are interested in pursuing.

The retreat began with context for the convening as well as the intended outcomes for the conversations.



5. ESTABLISHING ORGANIZATION CORE VALUES EXERCISE

Warren Miller, facilitator with Fountainworks led the core values discussion and exercise with City Council. The first segment of the retreat provided the Council with an opportunity to articulate a set of values that could guide their future decision-making. Council members were asked to brainstorm one thing that they value about the Council and one thing that they value about living in Hendersonville.

Barbara Volk

- Council focuses on what is best for community, not what is best for an individual.
- Community is caring and Most people are welcoming.

Jeff Miller

- Working in city that I was born in, shaping its sustainable future.
- Four seasons, lack of natural disasters other areas have to deal with
- Diversity of the people and warm feel of the south
- Can get to everywhere from here but then you come home and settle back into the best place there is.

Jerry Smith

- City Council - Open and available to residents
- Community: Real hometown in which people are attached emotionally to the well-being of everyone

Jennifer Hensley

- Learn as much as I can to contribute strengths as far as business, compassion.
- Love my home and am rooted deeply here as a mom and family to Hendersonville.

Lyndsey Simpson

- Council: Teamwork and lasting changes to improve the community
- Community: Connectedness. Feels like home.

One thing I value about our Council and living in our Community

Barbara Volk

COUNCIL FOCUSES ON WHAT IS BEST FOR COMMUNITY, NOT WHAT IS BEST FOR AN INDIVIDUAL

COMMUNITY IS CARING AND MOST PEOPLE ARE WELCOMING

Jeff Miller

Working in city that I was born in, shaping its sustainable future

Four seasons, lack of natural disasters other areas have to deal with.

Diversity of the people and warm feel of the south.

Can get to everywhere from here but then you come home and settle back into the best place there is.

Jerry Smith

City Council - Open and available to residents

Community: Real hometown in which people are attached emotionally to the well-being of everyone

Jennifer Hensley

LEARN AS MUCH AS I CAN TO CONTRIBUTE STRENGTHS AS FAR AS BUSINESS, COMPASSION

LOVE MY HOME AND AM ROOTED DEEPLY HERE AS A MOM AND FAMILY TO HVL.

Lyndsey Simpson

COUNCIL: TEAMWORK AND LASTING CHANGES TO IMPROVE THE COMMUNITY

COMMUNITY: CONNECTEDNESS. FEELS LIKE HOME.

Values describe what we believe in; they guide our everyday decision-making and how we treat each other and our residents and customers. Community values guide the community’s vision, mission, and strategic plan as well as its goals, objectives, activities, capital projects, budgets, and service levels.

Goals, on the other hand, define what you want to achieve. In this way, when the Council considers its goals and the decisions that need to be made in order to achieve them, the Council can reference its values to guide such decision-making.

Value Filter Matrix		
Simply discuss each option relative to the specific criteria or rank the fit as high (3), medium (2), low (1), or no fit (0), tallying the numbers to get a sense of the best choice.		
Value Filters	Opportunity A	Opportunity B
Value 1		
Value 2		
Value 3		
Score		

Goals

The Council reviewed its list of goals for the City of Hendersonville:

- Economic Vitality
- Financial Sustainability
- Great Public Services
- Numerous Amenities
- Sound Infrastructure
- Strong Partnerships

Council members were asked to brainstorm a set of values that could guide them in their decision-making as they strive to achieve those goals.

What We as a Council Value...

-- that drives how we grow and develop -- About how residents feel living in the community -- About how we act/ behave as city government



Supporting employees

- Provide growth opportunities to employees and education tools
- Respecting and paying employees fairly
- Support employees so they can provide services to the community

Delivering services at a very high level

- Deliver services at a very high level to make people feel their taxes are being used effectively
 - Also encourages others to live within city limits

Valuing our citizens through promoting diversity and equity

- Every citizen should feel cared for and valued by their community by promoting diversity and equity
 - E.g. policies around diversity and inclusion

City government is non-partisan

- Political affiliations are not productive to solving problems of local government
- Setting example of how we meet with people who we maybe disagree with
- Leading by example, recognizing recent trends (local, state, etc.)

Improving our citizens' lives and protecting them through collective action

- Our goal is to make the lives of all residents better through collective action
- Sanctity of each person's life
- Safety and protection to support our residents
- Be open to change as circumstances change

Environmental sustainability

- Environmental sustainability woven into everything we do
 - While maintaining solid relationship with residential and business development
- Protect all of our natural resources such as water and the environment

Providing opportunity and pursuing responsible growth

- Thriving economic opportunity to encourage and help grow small business and entrepreneurship.
- Educate our community to give opportunity.
- Responsible growth to give success to all our residents.
 - Developing all segments of the community
 - E.g. housing and cost of living

Open, transparent communication and trust with community and each other

- Openly communicating with the public and each other
 - Information about city and how it works available to all.
- Build trust through ethical and transparent leadership and policies.
 - Sharing information and soliciting feedback to achieve our goals.
- Openness: Residents should be able to easily speak to leaders within city government to address concerns without fear of retribution/embarrassment

6. BIG AUDACIOUS IDEAS EXERCISE

The Council then discussed its "Big Ideas" for the City of Hendersonville. The council members discussed how they want to see the city grow and how they will work through competing interests and values around specific projects and decisions they will have to make.

Through this discussion, the Council members were able to prioritize their Big Ideas before adjourning the retreat.

Council Members Hensley and Miller lost internet connection at 10:30 a.m. but reconnected at 10:31 a.m.

Big Ideas**Narrowing of King Street to enhance sidewalks, slow down traffic and provide additional landscaping**

- Enhance downtown and connectivity to east side
- Opportunity for parkway look, would slow down traffic
- Currently preventing sidewalk connection
- Would require significant investment, coordination with DOT

Improve appearance, signage, and cleanliness of US 64

- Removing litter, brush cleanup, etc.
- Gateway to community
- Opportunity for partnerships

Encourage reinvestment of Blue Ridge Mall property

- Opportunity for commercial development, high-density housing

Affordable housing and unhoused population

- Expanding accessible resources, including those related to addiction/mental health services.
- Changing narrative to root causes, helping people
- Seek out development opportunities for affordable housing.
- Researching and mirroring other successful programs (e.g. church partnerships, VA)
- Restart Committee
 - Building community partnerships, identifying solutions
 - Bigger picture beyond shelter: stability, employment
- DSS's role vs. ours?

City Council Member safety: What is a threat versus free speech?

- Currently developing guidance

City Council Member safety: Meeting security

- Currently developing guidance

Improve water quality of Mud Creek

- Issue to lead by example on
- Utilizing outside organizations (e.g., Mountain True)
- Upstream issues outside of city limits
 - What can we do?

Proceed with 2021 special events

- Operating safely, adapting to "new normal" if necessary
- Downtown Committee: Rhythm and Brews in June/July
- Art Walk in May, with online streaming option
- Farmer's market and holiday markets

Improve employee pay and benefits to ensure no one is eligible for governmental subsidies

- Retaining employees, providing high enough salary to support family.

Discussion regarding adding mental health professionals to HPD staff.

- Either adding staff or partnering with organizations
- Building trust with community
- Taking some burden off officers' shoulders
- Potentially separate discussion: making mental health professionals available to all Hendersonville staff.

Single-use plastics and Styrofoam: Reduction in the use of single-use non-compostable plastics and Styrofoam in Hendersonville

- Important to sustainability efforts
- Questions around process, enforceability

Partner with nonprofit to provide free credit counseling to citizens of Hendersonville

- Contributes to vibrant local economy.
- On the horizon for high school students

City elections: Even or odd years?

- 1971: odd years to separate from state/federal elections (since they are non-partisan)
- Opportunity to increase voter turnout.
 - More voices heard.
- COVID's complication of census data (not available until September)
 - Possibility municipal elections won't be held until 2022.
- If switched to even years, long ballots, more challenging for local candidates.
 - Potentially challenging to be heard, especially in presidential election years?
 - Potential for increased partisanship?

- Practical concerns related to precinct alignment.

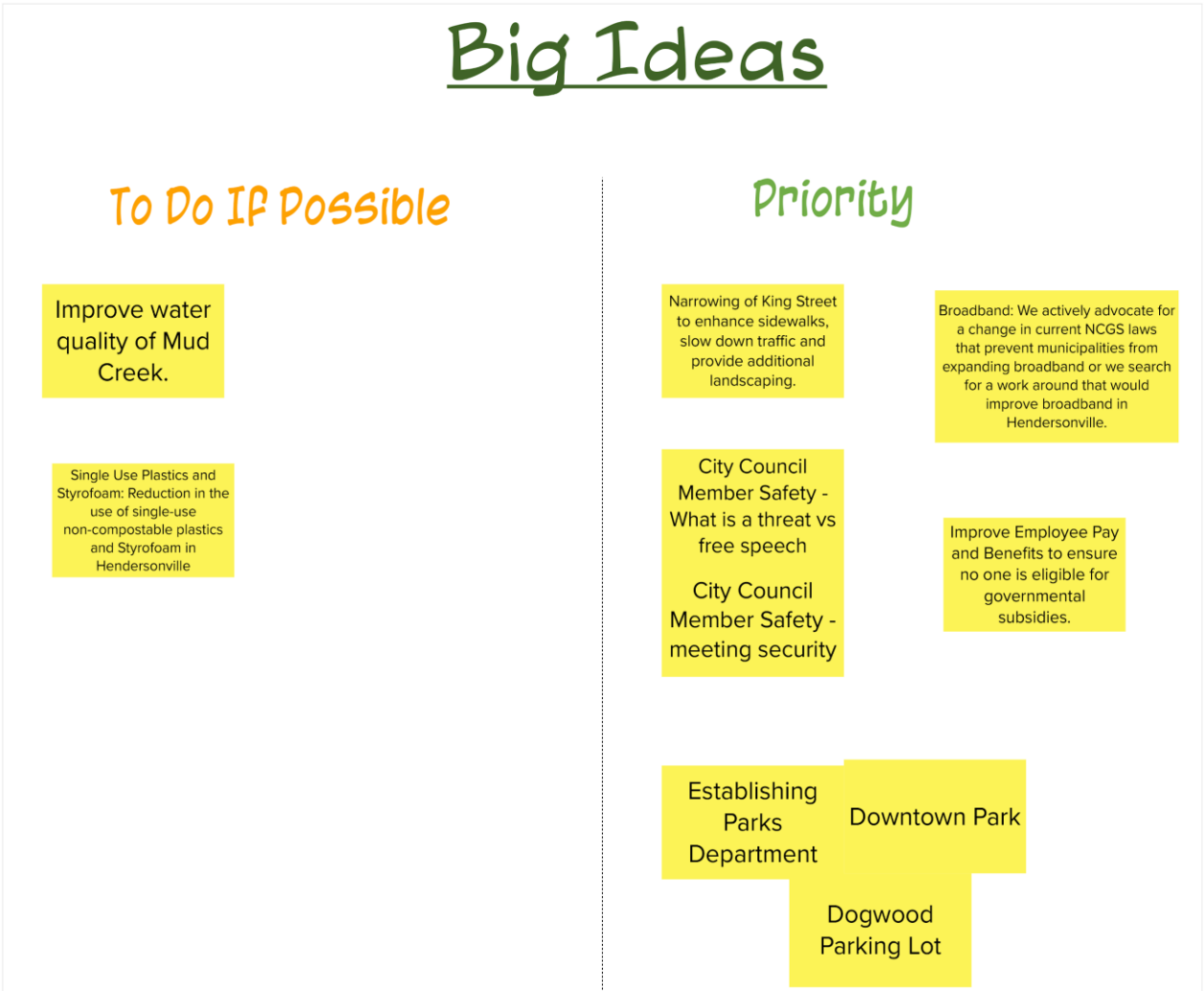
Broadband

- We actively advocate for a change in current NCGS laws that prevent municipalities from expanding broadband, or we search for a workaround that would improve broadband in Hendersonville
- Opportunity to attract remote workers to live in Hendersonville.
- Convening community broadband advocacy committee (involving businesses, providers, etc.)
- Charging Business Advisory Committee with an advocacy role?
- Identifying political roadblocks (bringing in state reps?)

Park development

- Establishing Parks Department
 - Running programs (or partnering with others)
 - Land considerations? Adding Parks Advocate?
- Downtown Park
- Dogwood Parking Lot
 - Opportunity to convert to Hendersonville version of Central Park
 - High priority
- Berkeley Park Build Out
- Edwards Park
- Ecusta Trail Connectivity to 4th Avenue
- Aquatics Center (Free swim lessons)
 - Preventing accidental drownings, recognizing disproportionate impact on minority community
 - Value: Everyone learning to swim
- Park bond to fund park projects
 - Previously lost by small margin with little advocacy

Prioritization of Big Ideas



Priority

- Narrowing of King Street to enhance sidewalks, slow down traffic and provide additional landscaping.
- Broadband: We actively advocate for a change in current NCGS laws that prevent municipalities from expanding broadband, or we search for a work around that would improve broadband in Hendersonville
- Improve Employee Pay and Benefits to ensure no one is eligible for governmental subsidies.
- City Council Member Safety
 - Guidance on what is a threat versus what is free speech.
 - Meeting security
- Parks development
 - Establishing Parks Department
 - Downtown Park
 - Dogwood Parking Lot

To Do If Possible

- Improve water quality of Mud Creek.
- Single Use Plastics and Styrofoam: Reduction in the use of single-use non-compostable plastics and Styrofoam in Hendersonville

City Council Members thanked the City Manager for arranging the workshop and were appreciative of each other's ideas.

7. ADJOURN

There being no further discussion, the meeting was adjourned at 12:15 p.m. on February 26, 2021 upon unanimous assent of the Council.

ATTEST:

Barbara G. Volk, Mayor

Angela L. Reece, City Clerk



MINUTES

March 5, 2021

SPECIAL CALL MEETING OF THE CITY COUNCIL

JOINT MEETING WITH TOWN OF LAUREL PARK OFFICIALS

ZOOM - COUNCIL CHAMBERS - 2ND FLOOR, CITY HALL | 160 SIXTH AVE. E. 3:00 p.m.

Remote Participants: Mayor Barbara G. Volk, Mayor Pro Tem Jerry Smith and
Council Members: Jeff Miller, Lyndsey Simpson, and Dr. Jennifer Hensley

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

Remote Participants Town of Laurel Park: Mayor J. Carey O'Cain, and Commissioners Nancy P. McKinley,
A. Paul Hansen, George W. Banta and Kristin Dunn

Staff Remote Participants Laurel Park: Town Manager Christopher Todd, Town Clerk Tamara Amin

1. CALL TO ORDER

Mayor Volk called the virtual meeting to order at 3:05 p.m. and welcomed those in attendance. A quorum was established with all members in attendance remotely via Zoom electronic software. Hendersonville Mayor Pro Tem Jerry Smith joined the meeting at 3:08 p.m. via Zoom electronic software.

2. BUSINESS ITEMS

City of Hendersonville City Manager John Connet stated the City of Hendersonville has been negotiating with the Town of Laurel Park since 2017 to consolidate water systems and said staff believes that an agreement to proceed with the merger of the two systems has been reached. Manager Connet stated decommissioning a pump station will help with operating and maintenance costs which will benefit the City as well as Laurel Park water customers. Manager Connet stated the City has completed a study through Hazen of the Laurel Park system and found it to be compatible with the City system.

Laurel Park Town Manager Christopher Todd stated the water system merger will be beneficial to the long-term success of the Laurel Park water system and will benefit their water customers. Manager Todd stated the proposed agreement provides long term financial sustainability and will reduce their water customer's bills. Manager Todd stated the City of Hendersonville has agreed to take on all the Laurel Park water customers without an additional deposit to ensure a smooth transition.

A. Consideration of Contract of Purchase and Interlocal Cooperation with the Town of Laurel Park - *John F. Connet, City Manager*

City of Hendersonville City Attorney Angela S. Beeker discussed key points of the purchase agreement stating the system will be purchased for \$1.00 and said the City of Hendersonville will perform upgrades to the system. Attorney Beeker clarified real property of Laurel Park (including buildings) will remain the property and under control of Laurel Park. Attorney Beeker stated the interior of the buildings will be controlled and maintained by the City of Hendersonville to maintain and upgrade equipment within. Attorney Beeker stated the City of Hendersonville will be granted an easement for the land underneath the building and said if an easement is left unused after three consecutive months then the Town of Laurel Park may terminate those easements. Attorney Beeker stated the City of Hendersonville and Town of Laurel Park will share easements which run across land and are owned by third parties. Attorney Beeker stated the tentative closing date of this merger is scheduled for April 1, 2021. Attorney Beeker clarified all Laurel Park water customers will become water customers of the City of Hendersonville and will pay the lowest outside rate.

Attorney Beeker further clarified that there would be no deposit for Laurel Park water customer accounts in good standing to connect to the system.

Attorney Beeker discussed the Hebron Pressure Zone project stating construction may begin after the agreement is approved with connection to the system after April 1, 2021. Attorney Beeker discussed the Fleetwood Pressure Zone Improvements stating the City of Hendersonville has committed to proceeding with the project immediately and will have 18 months with a possible 6-month extension to complete the project. Attorney Beeker stated the City of Hendersonville will make an investment of a minimum of \$1M.

City of Hendersonville City Council Member Dr. Jennifer Hensley expressed concerns of Laurel Park water customers being required to pay a deposit due to the financial impacts the COVID-19 Pandemic has had on everyone. Town of Laurel Park Manager Christopher Todd stated all of their customers are now in good standing and deposits were not an issue.

Town of Laurel Park Mayor Carey O'Cain expressed thanks and appreciation to the City of Hendersonville for continuing a long-standing cooperative relationship and stated this merger will be beneficial to Laurel Park residents now and in the future.

City of Hendersonville Mayor Barbara G. Volk expressed thanks and appreciation to everyone involved in this process. There was no further discussion.

City of Hendersonville City Council Member Dr. Jennifer Hensley moved to approve the Contract of Purchase and Interlocal Cooperation Resolution as presented. A unanimous roll call vote of the Council Members followed. Motion carried.

Town of Laurel Park Commissioner George Banta moved to approve the Contract of Purchase and Interlocal Cooperation Resolution as presented. A unanimous roll call vote of the Council Members followed. Motion carried.

Resolution #R-21-16

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE THE
CONTRACT OF PURCHASE AND INTERLOCAL COOPERATION WITH THE TOWN OF
LAUREL PARK**

WHEREAS, the City of Hendersonville currently owns and operates a water distribution system that serves approximately 30,000 customers; and

WHEREAS, the Town of Laurel Park currently owns and operates a water distribution system that serves approximately 845 customers; and

WHEREAS, the City of Hendersonville and Town of Laurel Park have reached an agreement that the sale of Laurel Park Water Distribution System to the City of Hendersonville is mutually beneficial; and

WHEREAS, the City of Hendersonville utility customers will benefit from the purchase and the residents of the Town of Laurel Park will benefit from the sale.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that the Contract of Purchase and Interlocal Cooperation with the Town of Laurel Park as presented is hereby approved.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of March 2021.

/s/Barbara G. Volk, Mayor

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

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

3. ADJOURN

There being no further business, the meeting was adjourned at 3:26 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

ATTEST:

Angela L. Reece, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Jennifer Musselwhite	MEETING DATE:	4/1/2021
AGENDA SECTION:	Council Action	DEPARTMENT:	Finance
TITLE OF ITEM, Presenter Name, Title:	Henderson County Tax Adjustments- <i>Jennifer Musselwhite, Deputy Tax Collector</i>		

SUGGESTED MOTION(S): I move that City Council resolve to direct and authorize the tax releases submitted by Henderson County Tax Collector as presented and relieve the Henderson County Tax Collector and the Deputy Tax Collectors of the charges owed.

SUMMARY:

The Deputy Tax Collector, Jennifer Musselwhite, would like to submit for your approval the tax bill adjustments occurring between February 15, 2021 and March 19, 2021. These adjustments include all Discoveries, Releases, Refunds, and Forgiven Interest. These adjustments were provided by Henderson County Tax Department. Documentation is available in the Tax Office.

BUDGET IMPACT: \$ 0.00

Is this expenditure approved in the current fiscal year budget? YES / NO

If no, describe how it will be funded.

EnterTextHere

PROJECT NUMBER: N/A

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Summary Total of Tax Adjustments

SUMMARY TOTAL OF DISCOVERIES, RELEASES, REFUNDS, AND FORGIVEN INTEREST

FOR TRANSACTIONS AS OF 3/19/2021

VALUE CHANGE	\$	(45,797.00)
RELEASES	\$	(224.41)
REFUNDS		
FORGIVEN INTEREST	\$	-
TOTAL TAX BILL ADJUSTMENTS	\$	(224.41)

Adjustments, Releases, Refunds are provided by Henderson County Tax

NCPTS Pending Release/Refund Report. Friday, March 19, 2021*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF HENDERSONVILLE	PLUMP BROTHERS LLC	0002431674-2020-2020-0000	BUSINESS CLOSED IN 2019.	(\$45,797)	7605	JURSC10	TAX	\$224.50	\$224.50	\$224.41
							LATE LIST FEE	\$0.00	\$0.00	\$0.00
							TOTAL:			\$224.41
		OWNER TOTAL:		\$0						\$224.41
		DISTRICT TOTAL:		(\$45,797)						\$224.41



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 04/01/2021
AGENDA SECTION: CONSENT **DEPARTMENT:** Administration
TITLE OF ITEM: Budget Amendments – *Adam Murr, Senior Analyst*

SUGGESTED MOTION(S):

1. I move that City Council amend FY20-21 Budget Ordinance as reflected on the attached budget amendment.
2. I move that City Council amend FY20-21 Budget Ordinance to increase contributions/donations revenue in Fund 410 by \$2,472,020 to reflect anticipated contributions for the Clear Creek Greenway project (#18026) and appropriate \$2,472,020 for project-related expenditures as reflected on the attached budget amendment.

SUMMARY:

The April 1, 2021 budget amendments are as follows:

1. An amendment to create budget for a part-time downtown events position. The proposed position will be working approximately 25 hours per week, on average annually. This amendment covers the salaries and benefits for the position for one month of FY22. The estimated hire date for the position is May 1, 2021.
2. A budget amendment to establish the Clear Creek Greenway Capital Project Ordinance Project (#18026) budget. The project will be funded using contributions and donations from various sources for the study, land acquisition, and construction of greenway amenities.

BUDGET IMPACT: Fund 010 – no change, reallocate existing funds
Fund 020 – no change, reallocate existing funds
Fund 021 – no change, reallocate existing funds
Fund 410 – increase \$2,472,020 for the Clear Creek Greenway project.

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded. The proposed budget amendments create budget resources for newly proposed positions and projects.

ATTACHMENTS:

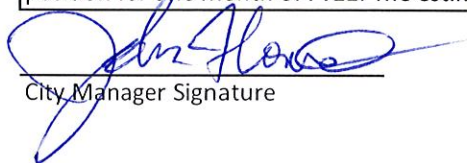
1. Community Development Position Budget Amendment.
2. Clear Creek Greenway Project Budget Amendment.

BUDGET AMENDMENT

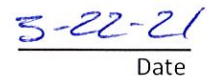
010 | 020 | 021

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE	DECREASE
010-1200-521001	Office Supplies	-	275
010-1200-501001	Salaries - Regular	170	-
010-1200-502001	FICA Tax Expense	15	-
010-1200-502005	Group Med and Life Insurance	80	-
010-1200-502091	Worker's Comp Insurance	10	-
FUND 010	TOTAL REVENUES	-	-
	TOTAL EXPENDITURES	275	275
020-2102-521001	Supplies and Materials	-	1,805
020-2102-501001	Salaries - Regular	1,130	-
020-2102-502001	FICA Tax Expense	90	-
020-2102-502005	Group Med and Life Insurance	540	-
020-2102-502091	Worker's Comp Insurance	45	-
FUND 020	TOTAL REVENUES	-	-
	TOTAL EXPENDITURES	1,805	1,805
021-2202-521001	Supplies and Materials	-	590
021-2202-501001	Salaries - Regular	370	-
021-2202-502001	FICA Tax Expense	30	-
021-2202-502005	Group Med and Life Insurance	175	-
021-2202-502091	Worker's Comp Insurance	15	-
FUND 021	TOTAL REVENUES	-	-
	TOTAL EXPENDITURES	590	590

An amendment to create budget for a part-time downtown events position. The proposed position will be working approximately 25 hours per week, on average annually. This amendment covers the salaries and benefits for the position for one month of FY22. The estimated hire date for the position is May 1, 2021.



City Manager Signature



Date

3/21/2021

Draft Date

BUDGET AMENDMENT

410

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	INCREASE	DECREASE
410-0000-460090-18026	Contributions/Donations	2,472,020	-
410-1014-550102-18026	Capital Outlay - Fees and Services	306,620	-
410-1014-551000-18026	Capital Outlay - Land, Easement, ROW	77,820	-
410-1014-550103-18026	Capital Outlay - CIP	2,087,580	-
FUND 410	TOTAL REVENUES	2,472,020	-
	TOTAL EXPENDITURES	2,472,020	-

A budget amendment to establish the Clear Creek Greenway Capital Project Ordinance Project (#18026) budget. The project will be funded using contributions and donations from various sources for the study, land acquisition, and construction of greenway amenities.



City Manager Signature



Date

3/21/2021

Draft Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Lew Holloway, Community
Development Director

MEETING DATE: April 1, 2021

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: Community
Development

TITLE OF ITEM: New Position Proposed: Part-Time Events & Marketing Assistant in Downtown Division of Community Development Dept. – *Jamie Carpenter, Downtown Manager.*

SUGGESTED MOTION(S):

I move that City Council approve the Downtown Events & Marketing Assistant job position and description as presented.

SUMMARY:

The reorganization of the Downtown & Planning Divisions into a joint Community Development Department created a shift in staffing from 3 full time employees to 2 full time, and one ¼ time within the Downtown Division. This has led to an on-going shift in role responsibilities. In addition, staff expects to have a full event season to begin with the Farmers Market and LoveHendo Saturday in May of 2021, and Rhythm & Brews to begin later in the summer. The creation of this part-time position rebalances staff resources within the division and will provide event management support prior to and on the day of events.

The Downtown Advisory Board voted to recommend this position at the March 9, 2021 meeting.

Community Development Staff are including this position in their FY22 budget request.

BUDGET IMPACT: \$3,000 in FY21

Is this expenditure approved in the current fiscal year budget? NO

If no, describe how it will be funded. Savings were realized in Contracted Services due to reduced service needs as an outgrowth of COVID operational impacts.

ATTACHMENTS:

Proposed Job Description

Community Development Department

Events & Marketing Assistant

Primary Reason Why Classification Exists

To perform skilled administrative work to assist with planning and coordination the promotional activities and special events for City's Community Development Department Downtown Division.

Distinguishing Features of the Class

An employee in this class performs a variety of tasks and functions to assist with day-to-day execution of events, event planning as well as implementation of marketing strategies.

This employee supports the Downtown Division staff in executing the organization's communications strategy to include all forms of public and media relations, print and web based outreach, and social media. The position requires creativity, interpersonal skills as well as verbal and written communication skills. Energy, self-motivation, effective follow-through, and the ability to work both individually and as a team player are vital.

Work requires a great deal of independence and may include supervising volunteers, or providing assistance to others. Work is performed under the general supervision of the Downtown Manager and is evaluated on attainment of specific performance objectives, personal observation, feedback from stakeholders, visitors, the general public and other performance criteria.

Illustrative Examples of Work

- Serves as on-site support at Downtown Hendersonville events from set up through breakdown including but not limited to Hendersonville Farmers Market, Rhythm & Brews Concert Series, Bearfootin' Art Walk, Treat Street Carnival and Holiday Tree Lighting
- Assists the Downtown Events Coordinator with event planning and execution
- Supports the Downtown Events Coordinator and Downtown Manager with day-to-day marketing and advertising activities and long-term strategic planning, including but not limited to drafting social media posts, conducting live social media videos, digital and print advertising, poster design and distribution, radio copy, press releases, etc.
- Manages volunteer coordination for all downtown events
- Assists with vendor relations and coordination
- Provides creative input and feedback on overall processes
- Assists with organizing and taking inventory of supplies and equipment related to events
- Attends Downtown Events Team meetings and any other relevant meetings to the position as a second point of contact and perspective
- Assists Downtown staff with special projects which could include research, compiling data, long term planning, graphic design and other possible assignments

Knowledge, Skills and Abilities

- Ability to work irregular hours including evenings, weekends and some holidays
- Ability to stand, kneel, walk or be active for extended periods of time in seasonable weather conditions
- Ability to lift up to 50lbs occasionally or 20lbs regularly during event set up and breakdown

- Ability to interact and communicate with a variety of customers, merchants, volunteers and stakeholders as well as the general public
- At least one year of proven experience using social media platforms on behalf of an organization or business
- Ability to troubleshoot and problem solve as issues arise while on-site at events
- Must be a motivated people-person with the ability to field complicated and difficult questions
- Strong work ethic
- Excellent organizational skills
- Excellent verbal and written communication skills
- Customer service oriented
- Proficiency with Microsoft Office
- Graphic design and/or photography and video skills preferred
- Ability to work in a professional office environment

Physical Requirements

Work in this classification is defined as light work requiring the physical exertion of up to 50 pounds of force occasionally and/or 20 pounds of force constantly to move objects. Physical demands require climbing, crouching, crawling, standing, walking and lifting. Vocal communication is required for responding to inquiries, expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels. Visual acuity is required for extensive reading, to prepare and analyze written or computer data, determine the accuracy and thoroughness of work, and observe general surroundings and activities

Working Conditions

Work is generally performed in both inside in an office environment and outside environmental conditions in which the employee is subject to workplace hazards including exposure atmospheric conditions with extreme cold and heat for short periods of time. Employee is subject to a level of noise requiring workers to shout in order to be heard above the ambient noise level and a chance of injury from walking or standing in a construction site.

Education

Graduation from an accredited college or university with a bachelor's degree in Business, Marketing, Hospitality, Event Management, Communications or related field of study.

Experience Two (2) or more years of related experience in special events, marketing and promotions and volunteer coordination; or an equivalent combination of education and experience.

Special Requirements

- Valid driver's license

FLSA Status: Non-Exempt

Disclaimer

This classification specification has been designed to indicate the general nature and level of work performed by employees within this classification. It is not designed to contain or be interpreted as a comprehensive inventory of all duties, responsibilities, and qualifications required of employees to

perform the job. The City of Hendersonville reserves the right to assign or otherwise modify the duties assigned to this classification.

March, 2021



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell

MEETING DATE: April 1, 2021

AGENDA SECTION: CONSENT

DEPARTMENT: Human Resources

TITLE OF ITEM: Ratification of the COVID-19 Test Positive Policy – *Jennifer Harrell, HR Director*

SUGGESTED MOTION(S):

I move City Council adopts the revision of COVID-19 Test Positive Policy as presented to reflect current CDC guidelines and to authorize the City Manager to modify the policy as necessary in the future to implement compliance with the CDC Guidelines.

SUMMARY:

Staff has revised the policy to reflect current CDC guidelines relating to fully vaccinated employees and quarantine guidance. Verbiage has been added stating the City Manager can modify the policy to keep it current and any changes that exceed CDC guidelines will be brought back to City Council for approval.

BUDGET IMPACT: \$0.00

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

COVID-19 Test Positive Policy

**CITY OF HENDERSONVILLE****Policy Information**

Policy Number		Adopted by City Council Date:	3/18/2021	Ratification Date:	4/1/2021
Category & Subcategory:	COVID-19 Positive Test Policy				

Persons Affected:	All City of Hendersonville workforce
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Approvals:	<i>Name, Title</i>	<i>Date Approved:</i>	<i>Signature</i>
	John F. Connet, City Manager	3/18/2021	Signature:
	City Council		Signature:

Revision History

Effective	Version	Section	Summary of Changes	Author
4/15/2020			Original approval by City Manager	
5/7/2020			Ratified by City Council	
7/20/2020			City Manager revised to reflect current CDC guidelines	
8/6/2020			Ratified by City Council	
12/15/2020			City Manager revised to reflect current CDC guidelines	
1/7/2021			Ratified by City Council	
3/18/2021			City Manager revised to reflect current CDC guidelines	
4/1/2021			Ratified by City Council	

	CITY OF HENDERSONVILLE		
Policy Name:	COVID-19 Positive Test	Approved	03/18/21

In the event an employee tests positive for Covid-19, the following protocol shall be followed.

The City of Hendersonville has a general duty to provide a safe workplace. The CDC advises that if an employee is confirmed to have COVID-19, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). Under the ADA, employers are required to maintain the confidentiality of any medical information they receive, including the name of the affected employee.

- Any employee who tests positive for COVID-19 ***with symptoms*** may return to work under the following conditions:
 - It has been at least ten (10) days since the onset of symptoms **and**,
 - At least 24 hours with no fever without fever-reducing medication **and**,
 - Other symptoms of COVID-19 are improving **Loss of taste and smell may persist for weeks or months after recovery and need not delay the end of isolation.
 - Follow your Healthcare provider's recommendations
- Any employee who tests positive *for COVID-19 without symptoms* may return to work under the following condition:
 - At least ten (10) days have passed since the date of their first positive COVID-19 diagnostic test assuming they have not subsequently developed symptoms since their positive test.
 - If you develop symptoms after testing positive, follow the guidance above for those that test positive with symptoms.
 - Follow your Healthcare provider's recommendations
- Any employee ***who has not been fully vaccinated and*** had ***close contact with a person that tested positive for COVID-19*** excluding employees who have had COVID-19 within the past 3 months should follow the quarantine guidelines below.

The Centers for Disease Control and Prevention states people who have tested positive for COVID-19 do not need to quarantine or get tested again for up to 3 months as long as they do not develop symptoms again. People who develop symptoms again within 3 months of their first bout of COVID-19 may need to be tested again if there is no other cause identified for their symptoms.

- What counts as close contact?

	CITY OF HENDERSONVILLE		
Policy Name:	COVID-19 Positive Test	Approved	03/18/21

- You were within 6 feet of someone who has COVID-19 for a total of 15 minutes or more
- You provided care at home to someone who is sick with COVID-19
- You had direct physical contact with the person (hugged or kissed them)
- You shared eating or drinking utensils
- They sneezed, coughed, or somehow got respiratory droplets on you

➤ Duration of Quarantine

In the general community quarantine can be ended if any of the following criteria are met:

- 14 days of quarantine have been completed
- 10 days of quarantine have been completed **AND** no symptoms have been reported during daily monitoring
- 7 days of quarantine have been completed **AND** no symptoms have been reported during daily monitoring **AND** a diagnostic specimen tests negative within 48 hours of the planned quarantine discontinuation (no earlier than 5 days after last contact)
- Follow your Healthcare provider's recommendations

If quarantine is discontinued before day 14, the individual must continue to monitor symptoms and strictly adhere to all non-pharmaceutical interventions (e.g. wear mask, practice social distancing) through 14 days after the date of last exposure.

➤ **Any employee who has been fully vaccinated and had an exposure to someone with suspected or confirmed COVID-19 is not required to quarantine if they meet *all* the following criteria:**

- Are fully vaccinated (i.e., ≥ 2 weeks following receipt of the second dose in a 2-dose series, or ≥ 2 weeks following receipt of one dose of a single-dose vaccine) and,
- Have remained asymptomatic since the current COVID-19 exposure.
- Fully vaccinated employees who do not quarantine should still monitor for symptoms of COVID-19 for 14 days following an exposure.

Employees who do not meet criteria above should continue to follow current quarantine guidance.

At any given point, the City will follow current Centers for Disease Control and Prevention guidelines where there is a conflict with this policy.

	CITY OF HENDERSONVILLE		
Policy Name:	COVID-19 Positive Test	Approved	03/18/21

- An employee who test positive for COVID-19 may use up to 80 hours of City Administrative Sick Leave if needed or up to 80 hours of emergency paid sick leave under the City COVID-19 Relief Policy while they are in effect. After which he/she will need to use their accrued leave.

Approved by:

City Manager, John F. Connet

3/18/2021

This policy may be modified by the City Manager to keep it compliant with the Centers for Disease Control and Prevention (CDC) guidelines. Any changes to the policy that exceed CDC guidelines will be brought to City Council for approval. Changes made by the City Manager will be distributed to the City Council.

Article VII. Section 19. Family and Medical Leave

The City provides up to 12 weeks of job-protected leave in accordance with the Family and Medical Leave Act of 1993 (FMLA). Under the FMLA, eligible employees may be granted up to a total of 12 weeks of unpaid leave per 12-month period, as determined below, for any of the following reasons:

- 1) For incapacity due to pregnancy, prenatal medical care or child birth;
- 2) To care for the employee's child after birth, or placement for adoption or foster care;
- 3) To care for employee's spouse, son or daughter (under age 18 or incapable of self-care due to disability) parent (in-laws not included), with a serious health condition, as defined by FMLA;
- 4) For a serious health condition, as defined by FMLA, that renders employee unable to perform the job.
- 5) For qualifying exigency arising out of the fact that the spouse, child, or parent of the employee is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

Service member Family Leave

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty and is receiving medical treatment, recuperating or undergoing therapy for a serious injury or illness. In contrast to all other FMLA leaves, service member family leave may be taken only once and does not again become available with the start of a new FMLA year. An employee may not take more than a combined total of 26 workweeks of leave in any year in which he or she uses service member family leave. The same eligibility, leave usage, and medical certification requirements apply to service member family leave as apply to all other FMLA leaves.

Eligible employees

To qualify for FMLA coverage, the employee must have worked for the City of Hendersonville 12 months or 52 weeks; these do not have to be consecutive. However, the employee must have worked 1,250 hours during the twelve-month period immediately before the date when the FMLA time begins. Under the Uniformed Services Employment and Reemployment Rights Act (USERRA) an employee ordered to active military duty is eligible for FMLA if the employee would have otherwise been qualified had it not been for the active military duty.

Leave

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. The request for the use of leave must be made in writing by the employee and approved by the City Manager. The FMLA permits, and the City of Hendersonville requires, that while utilizing FMLA leave employees exhaust all accrued ~~paid sick leave first, then vacation leave, and lastly earned compensatory time before being granted unpaid leave.~~ ~~compensatory leave, then sick leave, then vacation leave before being granted unpaid leave.~~ Additional time away from the job beyond the 12-week period may be approved in accordance with the City/s Leave Without Pay policy. Any use of sick leave beyond two weeks is required to be submitted as Family and Medical Leave. Family and Medical Leave runs concurrently with other types of leave including sick leave/disability, voluntary shared leave, and worker's compensation. An employee ceases to earn leave credits on the date leave without pay begins. An employee is

prohibited from moonlighting or performing other outside work during any kind of leave including FMLA leave.

12-Month Period

For the purposes of determining available leave, the 12-month period during which employees may be eligible for leave will be calculated on a rolling leave year looking forward 12 months from the date an employee begins FMLA leave.

Medical Certification

The City may require medical certification to assess FMLA eligibility, as well as updates at reasonable intervals for continued certification. Employees are responsible for paying for the certification or re-certification. The City, at its own cost, may also require the employee to get a second or third opinion from a physician designated by the City. Failure to provide adequate information within 15 calendar days, may result in denial of leave. The employee is expected to return to work at the end of the time frame stated in the medical certification, unless he/she has requested additional time in writing under the City's Leave Without Pay policy. The City requires a physician's statement certifying an employee's ability to return to work prior to returning from medical leave. An employee who does not return to work within three working days after their FMLA expires will be considered to have resigned their position.

Spouse's Combined Leave

If both spouses work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (not parent-in-law) with a serious health condition, the spouses together may only take a total of 12 weeks leave during the 12-month period under FMLA. The request for the use of leave must be made in writing by the employee and approved by the Department Head or City Manager.

Benefits Continuation

The City will continue to provide health care benefits; however, the employee will be responsible for paying his/her portion of the premium for dependent coverage if applicable. Other insurance and payroll deductions (i.e. dental, flex, etc.) are the responsibility of the employee and the employee must make those payments. Failure to pay premiums may result in loss of coverage. Under federal regulations, the City has the right to recover the insurance premiums if the employee fails to return to work for reasons other than the inability of the employee to work.

Reinstatement

Under most circumstances, employees who return to work immediately after the expiration of this leave and who do not exceed the amount of leave permitted under the FMLA, will be reinstated to either the same or equivalent job. If the twelve or twenty-six weeks of this leave are exhausted and the employee has not returned to work, the City will determine if the employee will be reinstated.



CITY OF HENDERSONVILLE

Policy Information

Policy Number		Adopted by City Council Date:	4/1/2021	Ratification Date:	Click or tap to enter a date.
Category & Subcategory:	Personnel Policy- Article VII. Section 19 Family and Medical Leave				

Persons Affected:	All City of Hendersonville workforce
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Approvals:	<i>Name, Title</i>	<i>Date Approved:</i>	<i>Signature</i>
	City Council	4/1/2021	Signature:
			Signature:

Revision History

Effective	Version	Section	Summary of Changes	Author
4/1/2021			Approval by City Council	



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Lew Holloway, Community Development Director **MEETING DATE:** April 1, 2021

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

TITLE OF ITEM: Recurring Events to Continue in Conjunction with Statewide Mandates – *Lew Holloway, Community Development Director*

SUGGESTED MOTION(S):

NA

SUMMARY:

The following recurring events have submitted applications for the 2021 season and received unanimous approval from the Special Events Committee to move forward. Each of these events has been altered to meet statewide mandates regarding COVID-19 and will be adjusted as needed to maintain compliance with gathering limitations.

Garden Jubilee (5/29-30): Garden Jubilee is creating a hybrid event with several farm destinations and a downtown open-air market event with the same street closure request as in previous years but with half the number of vendors. There will be no food vendors and all vendors are required to wear masks. Directional arrows will encourage social distancing and booths will be spaced 20 feet apart. Marketing efforts will include messaging regarding a scaled-back downtown experience.

Antique and Vintage Show (6/12): The Antique and Vintage Show is an open-air market event that was previously organized by the Downtown Division but now has been taken over by a group called Uncommon Market. Whereas booths used to line the sidewalks and Main Street remained open, this year the event will coincide with the LoveHendo Saturday street closure, and booths will be spaced out in parking spaces on Main Street.

Fourth of July Fireworks and Concert (7/4): The Fourth of July fireworks show will take place as in previous years. However, the concert will only take place if statewide mandates allow. To keep track of crowd size, concert attendees will be required to register for a free ticket to the event. Street closure of Main Street is requested between Allen and Caswell.

Music on Main (starting 7/9): Music on Main will begin on July 9, 2021 if statewide mandates allow. To encourage social distancing, the request includes the closure of the block adjacent to the TDA stage. There will be ten total Music on Main events, extending into the fall if need be and scheduling around other recurring and previously planned events as necessary. There will not be any car or motorcycle shows associated with these events this year.

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: Lew Holloway, Community Development Director **MEETING DATE:** April 1, 2021

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

TITLE OF ITEM: 2021 LoveHendo Saturday – *Jamie Carpenter, Downtown Manager*

SUGGESTED MOTION(S):

I move to approve the street closure of Main Street for LoveHendo Saturday on May 8, June 12, July 10, August 14, October 9, November 13 and December 11.

SUMMARY:

Staff recommends moving LoveHendo Saturday (Open Streets) to the 2nd Saturday per month to align with events already scheduled or in discussions. This allows events to take place as planned, without having back to back street closures on Main Street while keeping a consistent schedule of “Second Saturdays” for Main Street. Staff proposes LoveHendo Saturday go from May – December, excluding September and coordinating with local event producers and downtown businesses for promotional activities.

BUDGET IMPACT: NA

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

ATTACHMENTS:

Event Description

LoveHendo Saturdays 2021 Proposal

Background: In response to Covid restrictions and a need for outdoor activity in 2020, the Downtown Program initiated an Open Streets pilot program to test outdoor street closures. It initially took place the weekend of May 29, 2020 to coincide with the reopening of restaurants.

Open Streets continued every other weekend through July. Pedestrian counts and parking lot revenue revealed an increase in foot traffic on Open Streets weekends, however some businesses indicated sales were lacking. All said, the data from 2020 was mostly inconclusive due to Covid (sales and trends across the board were largely disparate compared to “normal” year trends).

After that time, it was decided to scale back the activity to once per month to accommodate the mixed response.

August 1 was the relaunch with a rebrand of the activity to LoveHendo Saturdays. Having the street closure only one Saturday per month allowed businesses and residents who supported the street closure a time to experience downtown in a car-free environment, while keeping the remaining time open for normal commerce.

2021 Proposed Updates: Staff recommends moving LoveHendo Saturday to the 2nd Saturday per month to align with events already requested. This allows events to take place as planned, without having back to back street closures on Main Street while keeping a consistent schedule of “Second Saturdays” for Main Street. Staff proposes LoveHendo Saturday go from May – December, coordinating with the following activities (with more potential partnerships for the open dates):

- May 8 – Opening day in coordination with Jump off Rock Half Marathon finish line
 - Coordinate with race to cross promote downtown businesses for post-race activities (meals, shopping, etc)
 - Team ECCO coordinating a balloon art festival
- June 12- In coordination with Antique and Vintage Show
- July 10 – Celebration of 2020 Redo (working name): a time for celebrations to “do over” from 2020, birthdays, weddings, anniversaries, proms, graduations, etc can take place downtown with different businesses and/or blocks taking themes
- August 14 – Camp Day (tentative name and theme) camp themed downtown activities and games to celebrate the end of camp season
- September – NO additional street closure (Street will already be closed for Apple Festival and Art on Main during month of September)
- October 9 – in coordination with Motorama
- November 13 – in coordination with Tails in Town
- December 11 – Whoo Loves Hendo Saturday (Holiday theme)

The Downtown Advisory Board recommends the street closure of Main Street for May 8, June 12, July 10, August 14, October 9, November 13 and December 11 to continue to the LoveHendo Saturday activity for 2021

This was voted on and recommended by the Downtown Events Team in February, 2021 and Downtown Advisory Board March 9, 2021.





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** April 1, 2021
AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Administration
TITLE OF ITEM: Approval of Environmental Sustainability Board Logo – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that City Council approve the proposed logo for the Environmental Sustainability Board.

SUMMARY:

The Environmental Sustainability Board has developed the attached logo to use at events and on marketing materials. However, since the ESB is an advisory board to the City Council, the City Council must approve the logo

BUDGET IMPACT: \$0

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

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

ATTACHMENTS:

Proposed Logo



Environmental Sustainability Board

City of Hendersonville, NC



Environmental Sustainability Board

City of Hendersonville, NC



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr

MEETING DATE: 04/01/2021

AGENDA SECTION: CONSENT

DEPARTMENT: Administration

TITLE OF ITEM: Capital Project Ordinance for the Clear Creek Greenway Project (#18026)
-Adam Murr, Senior Analyst

SUGGESTED MOTION(S):

I move City Council approve a Capital Project Ordinance for the Clear Creek Greenway Project (#18026) with a total revenue and appropriation of \$2,472,020.

SUMMARY:

North Carolina General Statute 159-13.2(b) authorizes local governments to create budget for capital projects through ordinance. Project ordinances cover the life of a project, rather than a fiscal year, must be balanced, and identify the project – including revenues and appropriations.

BUDGET IMPACT: Fund 410 – increase \$2,472,020

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded. The project will be funded via contributions/donations detailed in the attached Capital Project Ordinance (CPO). A budget amendment to establish project budget has been included with the Budget Amendments agenda item for the April 1, 2021 Regular Meeting of the Hendersonville, NC City Council.

ATTACHMENTS:

1. Capital Project Ordinance.

Ordinance #_____

**CAPITAL PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION, AND INSTALLATION
OF THE CLEAR CREEK GREENWAY PROJECT**

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

Section 1: The project authorized is a City infrastructure project described as the Clear Creek Greenway project.

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

Account Number	Account Name	Total Budget
410-1014-550102-18026	Capital Outlay - Fees and Services	306,620
410-1014-551000-18026	Capital Outlay - Land, Easement, ROW	77,820
410-1014-550103-18026	Capital Outlay - CIP	2,087,580
Total Project Appropriation		2,472,020

Section 3: The following revenues are anticipated to be available via contributions and donations for project expenses:

Account Number	Account Name	Total Budget
410-0000-460090-18026	Contributions/Donations - Carolina Village	250,000
410-0000-460090-18026	Contributions/Donations - Blue Ridge Bicycle Club	10,000
410-0000-460090-18026	Contributions/Donations - WRDG	150,000
410-0000-460090-18026	Contributions/Donations - PARTF 2020	376,000
410-0000-460090-18026	Contributions/Donations - STBG-DA	1,686,020
Total Project Revenue		2,472,020

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

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this first day of April, 2021.

Barbara G. Volk, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Buchanan

MEETING DATE: 4/1/2021

AGENDA SECTION: New Business

DEPARTMENT: Finance

TITLE OF ITEM: Approval of Truist Bank to Provide Installment Financing for Purchase of Fire Apparatus- John Buchanan

SUGGESTED MOTION(S): I move that City Council adopt the Resolution of The City Of Hendersonville City Council Approving Financing Terms For A Loan In The Amount Of \$800,000.00 For The Purchase Of A Fire Truck

SUMMARY:

In February the City issued a Request for Proposal for Installment Financing for the purchase of the Spartan Fire truck. The City requested a 15 year term. Four lenders responded to the RFP which was due March 17, 2021 The bid summary sheet is attached.

The proposal from Truist Bank contained the lowest interest rate at the requested term of 15 years.

The new apparatus has been received, and the full cost of the truck, and equipment is included in the loan amount. The City issued a Reimbursement Resolution in June 2019 (19-0647) and has pre-paid for the truck and equipment and will be reimbursed by the loan proceeds.

Staff requests that Council approve the award of the the Installment Financing agreement with Truist in the amount of \$800,000.

BUDGET IMPACT: \$64,146.98 Annual Debt Service

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded. – Payments begin in FY22

ATTACHMENTS:

Summary of Responses

Truist Response to RFP

Resolution Approving Financing Terms with Truist Bank

City of Hendersonville
 FY2021 Fire Engine Financing RFP Summary
 3/17/2021

Bank	Rate	Loan Term	Fees	Prepayment	Additional Terms
Truist/BB&T			\$ -	no penalty	
	2.47	15 Years			
Us Bancorp			\$ -	After 13 months 103%	Provide validity opinion
	2.47	15 Years			
First Bank			\$ -	101%	
	2.59	15 Years			
HomeTrust			\$ -	102% first half of term	
	2.98	15 Years			

Branch Banking & Trust Company

Governmental Finance

5130 Parkway Plaza Boulevard
Charlotte, North Carolina 28217
Phone (704) 954-1700
Fax (704) 954-1799

March 17, 2021

Mr. John Buchanan
City of Hendersonville, NC
160 6th Ave East
Hendersonville, NC 28792

Dear Mr. Buchanan:

Truist Bank (“Lender”) is pleased to offer this proposal for the financing requested by the City of Hendersonville, NC (“Borrower”).

PROJECT:	Installment Financing Agreement for Purchase of a Fire Apparatus and Equipment
AMOUNT:	\$800,000.00
TERM:	15 years
INTEREST RATE:	2.47%
TAX STATUS:	Tax Exempt – Non-Bank Qualified
PAYMENTS:	<u>Interest:</u> Semi-Annual <u>Principal:</u> Semi-Annual
INTEREST RATE CALCULATION:	30/360
SECURITY:	Vehicles and Equipment
PREPAYMENT TERMS:	Prepayable in whole at any time without penalty
RATE EXPIRATION:	April 30, 2021
DOCUMENTATION/ LEGAL REVIEW FEE:	N/A
FUNDING:	Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.

DOCUMENTATION: Lender proposes to use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should Lender be the successful proposer.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable in accordance with the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.

REPORTING

REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow more than \$10,000,000 in the current calendar year and that the financing will qualify as tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (803) 413-4991 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank



Andrew G. Smith
Senior Vice President

Hendersonville, NC - Fire Apparatus & Equipment (DRAFT)

Compounding Period: Semiannual

Nominal Annual Rate: 2.470%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	03/17/2021	800,000.00	1		
2	Payment	09/17/2021	32,073.49	30	Semiannual	03/17/2036

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	03/17/2021				800,000.00
2021 Totals		0.00	0.00	0.00	
1	09/17/2021	32,073.49	9,880.00	22,193.49	777,806.51
2	03/17/2022	32,073.49	9,605.91	22,467.58	755,338.93
2022 Totals		64,146.98	19,485.91	44,661.07	
3	09/17/2022	32,073.49	9,328.44	22,745.05	732,593.88
4	03/17/2023	32,073.49	9,047.53	23,025.96	709,567.92
2023 Totals		64,146.98	18,375.97	45,771.01	
5	09/17/2023	32,073.49	8,763.16	23,310.33	686,257.59
6	03/17/2024	32,073.49	8,475.28	23,598.21	662,659.38
2024 Totals		64,146.98	17,238.44	46,908.54	
7	09/17/2024	32,073.49	8,183.84	23,889.65	638,769.73
8	03/17/2025	32,073.49	7,888.81	24,184.68	614,585.05
2025 Totals		64,146.98	16,072.65	48,074.33	
9	09/17/2025	32,073.49	7,590.13	24,483.36	590,101.69
10	03/17/2026	32,073.49	7,287.76	24,785.73	565,315.96
2026 Totals		64,146.98	14,877.89	49,269.09	
11	09/17/2026	32,073.49	6,981.65	25,091.84	540,224.12
12	03/17/2027	32,073.49	6,671.77	25,401.72	514,822.40
2027 Totals		64,146.98	13,653.42	50,493.56	
13	09/17/2027	32,073.49	6,358.06	25,715.43	489,106.97
14	03/17/2028	32,073.49	6,040.47	26,033.02	463,073.95
2028 Totals		64,146.98	12,398.53	51,748.45	
15	09/17/2028	32,073.49	5,718.96	26,354.53	436,719.42
16	03/17/2029	32,073.49	5,393.48	26,680.01	410,039.41

2029 Totals	64,146.98	11,112.44	53,034.54	
17 09/17/2029	32,073.49	5,063.99	27,009.50	383,029.91
18 03/17/2030	32,073.49	4,730.42	27,343.07	355,686.84
2030 Totals	64,146.98	9,794.41	54,352.57	
19 09/17/2030	32,073.49	4,392.73	27,680.76	328,006.08
20 03/17/2031	32,073.49	4,050.88	28,022.61	299,983.47
2031 Totals	64,146.98	8,443.61	55,703.37	
21 09/17/2031	32,073.49	3,704.80	28,368.69	271,614.78
22 03/17/2032	32,073.49	3,354.44	28,719.05	242,895.73
2032 Totals	64,146.98	7,059.24	57,087.74	
23 09/17/2032	32,073.49	2,999.76	29,073.73	213,822.00
24 03/17/2033	32,073.49	2,640.70	29,432.79	184,389.21
2033 Totals	64,146.98	5,640.46	58,506.52	
25 09/17/2033	32,073.49	2,277.21	29,796.28	154,592.93
26 03/17/2034	32,073.49	1,909.22	30,164.27	124,428.66
2034 Totals	64,146.98	4,186.43	59,960.55	
27 09/17/2034	32,073.49	1,536.69	30,536.80	93,891.86
28 03/17/2035	32,073.49	1,159.56	30,913.93	62,977.93
2035 Totals	64,146.98	2,696.25	61,450.73	
29 09/17/2035	32,073.49	777.78	31,295.71	31,682.22
30 03/17/2036	32,073.49	391.27	31,682.22	0.00
2036 Totals	64,146.98	1,169.05	62,977.93	
Grand Totals	962,204.70	162,204.70	800,000.00	

Resolution # __ - ____

**RESOLUTION OF THE CITY OF HENDERSONVILLE CITY COUNCIL
APPROVING FINANCING TERMS FOR A LOAN IN THE AMOUNT OF \$800,000.00
FOR THE PURCHASE OF A FIRE TRUCK**

WHEREAS: The City of Hendersonville, NC (“Borrower”) has previously determined to undertake a project for the financing of a fire apparatus and equipment (the “Project”), and the Finance Officer has now presented a proposal for the financing of such Project.

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

1. The Borrower hereby determines to finance the Project through Truist Bank (“Lender”) in accordance with the proposal dated March 17, 2021. The amount financed shall not exceed \$800,000.00, the annual interest rate (in the absence of default or change in tax status) shall not exceed 2.47%, and the financing term shall not exceed fifteen (15) years from closing.
2. All financing contracts and all related documents for the closing of the financing (the “Financing Documents”) shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution.
3. The Finance Officer is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Officer is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Officer shall approve, with the Finance Officer's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.
4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations.
5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for project costs may be reimbursed from the financing proceeds.
6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER:

Brian Pahle

MEETING DATE:

04/01/2021

AGENDA SECTION:

New Business

DEPARTMENT:

Administration

TITLE OF ITEM:

Truist Financing Agreement Modification - *Brian Pahle, Assistant City Manager*

SUGGESTED MOTION(S):

I move City Council approve the **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA APPROVING MODIFICATIONS TO A FINANCING AGREEMENT** as presented.

SUMMARY:

An agenda item detailing the proposed financing modification from Truist for the City’s existing Fire Station #2 loan. The proposal would drop the interest rate from 3.49% to 1.73%. Staff recommends moving forward with this proposal and seeking LGC approval after the City Council meeting.

BUDGET IMPACT: \$32,139 per annum (\$386,050 total)

Is this expenditure approved in the current fiscal year budget? This is an expenditure decrease.

If no, describe how it will be funded.

- ATTACHMENTS:**
- Modified Financing Agreement

Refunding Analysis

Resolution

City of Hendersonville, NC
2013 IFC Refunding Analysis

	Public Sale	Bank Placed	Difference
Refunded Bonds	2013 IFC	2013 IFC	2013 IFC
Par Amount	3,600,000	3,600,000	-
Maturities	10/5/21 - 4/5/33	10/5/21 - 4/5/33	-
Avg. Coupon	3.49%	3.49%	-
Optional Redemption	Current @ 101% ¹	Current @ 100% ²	-
Refunding Bonds	Series 2021	Series 2021	Series 2021
Par Amount	3,190,000	3,626,000	436,000
All-in True Interest Cost	1.150%	1.805%	0.655%
Net PV Savings (\$) ³	345,462	357,851	12,389
Net PV Savings (%) ³	9.60%	9.94%	0.34%
Average Annual Savings	54,337	59,392	5,056
Fiscal Year Ending	Cash Flow Savings	Cash Flow Savings	Cash Flow Savings
6/30/2022	26,561	32,139	5,578
6/30/2023	30,353	32,028	1,676
6/30/2024	30,483	32,146	1,664
6/30/2025	30,613	32,195	1,582
6/30/2026	30,743	32,148	1,406
6/30/2027	30,873	32,033	1,160
6/30/2028	31,003	31,813	811
6/30/2029	31,133	32,507	1,375
6/30/2030	31,263	32,106	844
6/30/2031	26,393	32,601	6,209
6/30/2032	26,723	32,010	5,287
6/30/2033	27,053	32,323	5,271
Total Cash Flow Savings	353,189	386,050	32,861

¹ It is assumed that Truist would require the City to payoff the 2013 IFC at closing at par, plus interest due through the next anniversary date (4/5/22), and the 1% PPP. Total payoff amount estimated to be \$3,759,023.

² It is assumed that Truist would allow the City to payoff the 2013 IFC at closing at par, plus accrued interest to the closing date, and the 1% PPP would be waived. Total payoff amount estimated to be \$3,610,819.

³ Net Present Value Savings are calculated based on the Public Sale Arbitrage Yield of 1.26%.

Public Sale Assumptions:

- Closing on May 6, 2021
- Cost of Issuance: \$200,000 (split pro-rata with all components of issuance) and underwriter's discount of \$5 / bond
- Level annual savings
- Estimated public market interest rates as of 2/11/2021

Bank Placed Assumptions:

- Closing date of May 6, 2021
- Proposed 1.73% interest rate from Truist
- Cost of Issuance: \$15,000
- Level annual savings

Pope Flynn draft 3/17/21

Prepared by and
return
to:

after

recording

Truist Bank
Attention: Governmental Finance
5130 Parkway Plaza Boulevard
Charlotte, NC 28217

AMENDED AND RESTATED FINANCING AGREEMENT AND DEED OF TRUST

STATE OF NORTH CAROLINA)
)
HENDERSON COUNTY) **COLLATERAL IS OR
INCLUDES FIXTURES**

THIS AMENDED AND RESTATED FINANCING AGREEMENT AND DEED OF TRUST (this “Contract”) is dated as of April 5, 2021, amends and restates the Original Financing Agreement (as defined herein) and is granted by the **CITY OF HENDERSONVILLE, NORTH CAROLINA**, a public body of the State of North Carolina (the “Borrower”), to BB&T Collateral Service Corporation, a North Carolina business corporation (the “Deed of Trust Trustee”), for the benefit of **TRUIST BANK** (“Truist”).

RECITALS:

The Borrower has the power, pursuant to Section 160A-20 of the North Carolina General Statutes, to enter into installment contracts to finance or refinance the purchase or improvement of real or personal property, and to secure its obligations under such contracts by security interests in all or a portion of the property purchased or improved. This Contract provides for Truist to advance \$3,600,000 to the Borrower to enable the Borrower to refinance the acquisition and construction of the Facilities (as defined in the hereinafter defined Original Financing Agreement) by prepaying all amounts due under the Financing Agreement and Deed of Trust, dated as of April 5, 2013 (the “Original Financing Agreement”), between Branch Banking and Trust Company (as predecessor to Truist) and the Borrower, and provides for securing the Borrower’s obligations under this Contract by creating certain security interests in favor of Truist.

This Contract secures current advances of \$3,600,000. The current scheduled date for final repayment is on or about April 5, 2033.

NOW, THEREFORE,

- (1) in consideration of the execution and delivery of this Contract and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged;
- (2) to secure the Borrower's performance of all its covenants under this Contract, including the repayment of amounts advanced and to be advanced, together with interest on all such advances as provided in this Contract or any amendments hereto, and all charges and expenses of collection (including court costs and reasonable attorneys' fees and expenses); and
- (3) to charge the Mortgaged Property (as defined below) with such payment and performance,

the Borrower hereby sells, grants and conveys to the Deed of Trust Trustee, its heirs and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):

- (a) (i) the property described in Exhibit A, (ii) any other real property acquired by the Borrower with the proceeds made available to the Borrower pursuant to this Contract, and (iii) all real property hereafter acquired by the Borrower in replacement of, or in substitution for, all or any part of any property described in this subparagraph, and in all cases together with all easements, rights, liberties, rights-of-way and appurtenances belonging to any such property (collectively, the "Site");
- (b) the improvements described in Exhibit B and all other improvements and fixtures now or hereafter attached or appurtenant to or used in or on those improvements or the Site, including (i) all renewals and replacements thereof and all additions thereto, (ii) all articles in substitution thereof, (iii) all building materials for construction or repair of such improvements upon their delivery to the Site, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Site and such improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Facilities"); and
- (c) the Equipment, as defined in Section 2.03.

TO HAVE AND TO HOLD the Mortgaged Property with all privileges and appurtenances thereunto belonging thereto, to the Deed of Trust Trustee, its heirs and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

SUBJECT, HOWEVER, to the encumbrances described in Exhibit C (the "Existing Encumbrances");

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: if the Required Payments (as defined below) are paid in full in accordance with this Contract, and the Borrower shall comply with all of the terms, covenants and conditions of this Contract, this conveyance shall be null and void and shall be canceled of record at the Borrower’s request and cost, and title shall revert as provided by law.

BUT IF, HOWEVER, THERE SHALL OCCUR AN EVENT OF DEFAULT UNDER THIS AGREEMENT, then Truist shall have the remedies provided for in this Contract, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

THE BORROWER COVENANTS AND AGREES with the Deed of Trust Trustee and Truist (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined shall have the following meanings:

“Act” means Section 160A-20 of the General Statutes of North Carolina, as amended.

“Additional Payments” means any of Truist’s reasonable and customary fees and expenses related to the transactions contemplated by this Contract, any of Truist’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Contract, any required license or permit fees, state and local sales and use or ownership taxes or property taxes which Truist is required to pay as a result of this Contract, inspection and re-inspection fees, and any other amounts payable by the Borrower (or paid by Truist on the Borrower’s behalf) as a result of its covenants under this Contract (together with interest that may accrue on any of the above if the Borrower shall fail to pay the same, as set forth in this Contract).

“Amount Advanced” has the meaning assigned in Section 2.02.

“Bond Counsel Opinion” means a written opinion (in form and substance acceptable to Truist) of an attorney or firm of attorneys acceptable to Truist.

“Borrower” means the City of Hendersonville, North Carolina.

“Borrower Representative” means the Borrower’s Finance Director or such other person or persons at the time designated, by a written certificate furnished to Truist and signed on the Borrower’s behalf by the presiding officer of the Borrower’s Governing Board, to act on the Borrower’s behalf for any purpose (or any specified purpose) under this Contract.

“Budget Officer” means the Borrower’s officer from time to time charged with preparing the Borrower’s draft budget as initially submitted to the Governing Board for its consideration.

“Business Day” means any day on which banks in the State are not by law authorized or required to remain closed.

“Closing Date” means the date on which this Contract is first executed and delivered by the parties.

“Code” means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Borrower’s obligations under this Contract and all proposed (including temporary) regulations which, if adopted in the form proposed, would apply to such obligations. Reference to any specific Code provision shall be deemed to include any successor provisions thereto.

“Enforcement Limitation” means the provisions of the Act that provide that no deficiency judgment may be rendered against the Borrower in any action for breach of a contractual obligation incurred under the Act and that the taxing power of the Borrower is not and may not be pledged directly or indirectly to secure any moneys due under this Contract.

“Event of Default” means one or more events of default as defined in Section 7.01.

“Event of Nonappropriation” means any failure by the Governing Board to adopt, by the first day of any Fiscal Year, a budget for the Borrower that includes an appropriation for Required Payments, or the Governing Board’s amendment of the annual budget to remove an appropriation for Required Payments, as contemplated by Section 3.05.

“Existing Encumbrances” means the encumbrances described in Exhibit C.

“Fiscal Year” means the Borrower’s fiscal year beginning July 1, or such other fiscal year as the Borrower may later lawfully establish.

“Governing Board” means the Borrower’s governing board as from time to time constituted.

“Installment Payments” means the payments payable by the Borrower pursuant to Section 3.01.

“LGC” means the North Carolina Local Government Commission.

“Mortgaged Property” means the Mortgaged Property, as defined above.

“Net Proceeds,” when used with respect to any amounts derived from claims made on account of insurance coverages required under this Contract, any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, payments on any bonds required by Section 5.03, any amounts recovered from any contractor on an action for default or breach, as described in Section 5.03, or any amounts received in lieu or in settlement of any of the foregoing, means the amount remaining after deducting from the gross proceeds thereof all expenses (including attorneys’ fees and costs) incurred in the collection of such proceeds, and after reimbursement to the Borrower or Trust for amounts previously expended to remedy the event giving rise to such payment

or proceeds.

“Payment Dates” means the dates indicated in Exhibit D.

“Permitted Encumbrances” means, as of any particular time, (a) the Existing Encumbrances, (b) liens for taxes and assessments not then delinquent, (c) this Contract, and (d) easements, rights-of-way and other such minor defects or restrictions as normally exist with respect to property of the same general character as the Mortgaged Property which will not impair the Borrower’s intended use of the Mortgaged Property.

“Plans and Specifications” means all plans and specifications for the Facilities prepared by architects, engineers and other consultants.

“Prime Rate” means the interest rate so denominated and set by Truist Bank (whether or not such bank, or any affiliate thereof, is at any time the beneficiary under this Contract) as its “Prime Rate,” as in effect from time to time.

“Required Payments” means Installment Payments and Additional Payments.

“Section 160A-20” means Section 160A-20 of the North Carolina General Statutes, as amended, or any successor provision of law.

“State” means the State of North Carolina.

“UCC” means the Uniform Commercial Code or any successor law as in effect from time to time in the State, currently Chapter 25 of the North Carolina General Statutes.

All references in this Contract to designated “Sections” and other subdivisions are to the designated sections and other subdivisions of this Contract. The words “hereof” and “hereunder” and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number shall include the plural number and vice versa.

ARTICLE II

SECURITY PROVIDED BY THIS AGREEMENT; ADVANCE

2.01. Security for Payment and Performance. This Contract secures the Borrower’s payment, as and when the same shall become due and payable, of all Required Payments and the Borrower’s timely compliance with all terms, covenants and conditions of this Contract.

2.02. Advance. Truist shall advance \$3,600,000 (the “Amount Advanced”) to the Borrower by internally transferring the Amount Advanced on the Closing Date for the prepayment of the amount outstanding under the Original Financing Agreement, and the Borrower hereby accepts the Amount Advanced from Truist. On the Closing Date, the Borrower shall pay a fee of \$5,900 to Truist’s legal counsel, Pope Flynn, PLLC.

2.03. UCC Security Agreement.

(a) This Contract is intended as and constitutes a security agreement pursuant to the UCC with respect to all personal property acquired or refinanced by the Borrower with funds advanced by Truist pursuant to this Contract, all personal property obtained in substitution or replacement therefore, and all personal property obtained in substitution or replacement for any portion of the Mortgaged Property, and all proceeds of the foregoing (collectively, the “Equipment”).

The Borrower hereby grants to Truist a security interest in the Equipment to secure the Required Payments.

(b) The security interest in the Equipment granted in this Section shall be in addition to, and not in lieu of, any lien upon or security interest in the Equipment acquired by real property law.

(c) The Borrower shall allow Truist to deliver and file, or cause to be filed, in such place or places as may be required by law, financing statements (including any continuation statements required by the UCC or determined by Truist) in such form as Truist may reasonably require to perfect and continue the security interest in the Equipment.

2.04. Borrower’s Limited Obligation. (a) THE PARTIES INTEND THAT THIS TRANSACTION COMPLY WITH SECTION 160A-20. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE BORROWER’S FAITH AND CREDIT WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS A DELEGATION OF GOVERNMENTAL POWERS OR AS AN IMPROPER DONATION OR A LENDING OF THE BORROWER’S CREDIT WITHIN THE MEANING OF THE STATE CONSTITUTION. NO DEFICIENCY JUDGMENT MAY BE RENDERED AGAINST THE BORROWER IN VIOLATION OF SECTION 160A-20. No provision of this Contract shall be construed to pledge or to create a lien on any class or source of the Borrower’s moneys (other than the funds held under this Contract), nor shall any provision of this Contract restrict the future issuance of any of the Borrower’s bonds or obligations payable from any class or source of the Borrower’s moneys (except to the extent this Contract restricts the incurrence of additional obligations secured by the Mortgaged Property). In the event of any conflict between this Section or Section 160A-20, and any other provision of this Contract, this Section and Section 160A-20 take precedence over any other provision of this Contract.

(b) Nothing in this Section is intended to impair or prohibit foreclosure on this Contract if the Required Payments are not paid when due or otherwise upon the occurrence of an Event of Default under this Contract, and in any such event Truist may request the Deed of Trust Trustee to foreclose on the Mortgaged Property as provided in this Contract.

2.05. Borrower’s Continuing Obligations. The Borrower shall remain liable for full performance of all its covenants under this Contract (subject to the limitations described in Section 2.04), including payment of all Required Payments, notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) Truist’s waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Contract, whether granted to the Borrower, a subsequent owner of the Facilities or the Equipment or any other person;

(c) The release of all or part of the Mortgaged Property or the release of any party who assumes all or any part of such performance;

(d) Any act or omission by Truist (but this provision does not relieve Truist of any of its obligations under this Contract);

(e) The sale of all or any part of the Mortgaged Property; or

(f) Another party's assumption of the Borrower's obligations under this Contract.

2.06. Security Interest in Utility Equipment; Grant of Easements and Other Rights.

(a) The Borrower hereby grants Truist a security interest in any pipes, valves, fittings, wires and poles or any other utility-type property to be financed with the proceeds made available to the Borrower pursuant to this Contract, as well as in all substitutions, replacements and proceeds therefore or thereof (for the purposes of this Contract, the "Utility Equipment"). The parties agree and intend that, even if all or any part of the Utility Equipment is installed in or on the ground, all the Utility Equipment shall be and remain personal property subject to the security interest granted in this Section. This Contract is intended as and constitutes a security agreement pursuant to the UCC with respect to the Utility Equipment and the security interest therein. The Utility Equipment is part of the Equipment and therefore part of the Mortgaged Property.

(b) The Borrower may install the Utility Equipment over or across property as to which the Borrower owns only an easement interest or some other limited interest, such as rights under an encroachment agreement with the North Carolina Department of Transportation. The Borrower hereby sells and grants to Truist (in connection with effecting remedies on default) such licenses or other rights as may be necessary or desirable for Truist or its agents to enter the real estate that is subject to such easements and other interests to remove, construct, operate, maintain and inspect the Utility Equipment. The Borrower grants these licenses in connection with the other interests granted under this Contract to Truist with the intent that such licenses thereby qualify as licenses coupled with an interest so as to be irrevocable.

(c) The Borrower hereby makes a collateral assignment to Truist of its rights under such easements and other interests. If any Event of Default shall be continuing, then to the extent permitted by law, Truist shall have the Borrower's rights under the easements and other interests.

ARTICLE III

BORROWER’S PAYMENT OBLIGATION AND RELATED MATTERS

3.01. Installment Payments. The Borrower shall repay the Amount Advanced by making Installment Payments to Truist in lawful money of the United States at the times and in the amounts set forth in Exhibit D, except as otherwise provided in this Contract. As indicated in Exhibit D, the Installment Payments reflect the repayment of the Amount Advanced and include designated interest components.

3.02. Additional Payments. The Borrower shall pay all Additional Payments on a timely basis directly to the person or entity to which such Additional Payments are owed in lawful money of the United States.

3.03. Prepayment. The Borrower may prepay the outstanding principal component of the Amount Advanced, at its option, on any date, in whole but not in part, by paying (a) all Additional Payments then due and payable, (b) all interest accrued and unpaid to the prepayment date, and (c) 101% of the outstanding principal amount.

3.04. Late Payments. If the Borrower fails to pay any Installment Payment when due, the Borrower shall pay additional interest on the principal component of the late Installment Payment (as permitted by law) at an annual rate equal to the Prime Rate from the original due date.

3.05. Appropriations. (a) The Budget Officer shall include in the initial proposal for each of the Borrower’s annual budgets the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which such budget applies. Notwithstanding that the Budget Officer includes such an appropriation for Required Payments in a proposed budget, the Governing Board may determine not to include such an appropriation in the Borrower’s final budget for such Fiscal Year.

(b) The Budget Officer shall deliver notification to Truist, within 15 days after the adoption of the annual budget if an amount equal to the Installment Payments and estimated Additional Payments coming due during the next Fiscal Year has been appropriated by the Borrower in such budget for such purposes. If such amount has not been so appropriated, the Budget Officer shall send a copy of such notification to the LGC, to the attention of its Secretary, at 3200 Atlantic Avenue, Raleigh, NC 27604.

(c) The actions required of the Borrower and its officers pursuant to this Section shall be deemed to be and shall be construed to be in fulfillment of ministerial duties, and it shall be the duty of each and every Borrower official to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Borrower to carry out and perform the actions required pursuant to this Section and the remainder of this Contract to be carried out and performed by the Borrower.

(d) The Borrower reasonably believes that it can obtain funds sufficient to pay all Required Payments when due.

3.06. No Abatement. There shall be no abatement or reduction of the Required Payments for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim (real or imaginary) arising out of or related to the Site or of the Facilities, except as expressly provided in this Contract. The Borrower assumes and shall bear the entire risk of completion, loss and damage to the Site and the Facilities from any cause whatsoever. The Installment Payments shall be made in all events unless the Borrower's obligation to make Installment Payments is terminated as otherwise provided in this Contract.

3.07. Interest Rate and Payment Adjustment. (a) "Rate Adjustment Event" means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining (i) that the interest component of Installment Payments, or any portion thereof, is includable in any beneficiary's gross income for federal income tax purposes or (ii) that the Borrower's obligations under this Contract are not "qualified tax-exempt obligations" within the meaning of Code Section 265 (a "265 Event"), in any case as a result of any misrepresentation by the Borrower or as a result of any action the Borrower takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit D, but (ii) the interest components of the Installment Payments shall be recalculated, at an interest rate equal to an annualized interest rate equal to the Prime Rate plus 2% (200 basis points), to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in any beneficiary's gross income for federal income tax purposes (in the case of a 265 Event, retroactively to the Closing Date).

(c) The Borrower shall pay interest at such adjusted rate (subject to credit for interest previously paid) to each affected beneficiary, notwithstanding the fact that any particular beneficiary may not be a beneficiary under this Contract on the date of a Rate Adjustment Event. The Borrower shall additionally pay to all affected beneficiaries any interest, penalties or other charges assessed against or payable by such beneficiary and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another beneficiary.

ARTICLE IV

BORROWER'S COVENANTS, REPRESENTATIONS AND WARRANTIES

4.01. Warranties of Title. The Borrower covenants with the Deed of Trust Trustee and Truist that the Borrower is seized of and has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than the Existing Encumbrances, that title to the Mortgaged Property is marketable, and that the Borrower will forever warrant and defend title to the Mortgaged Property against the claims of all persons.

4.02. Indemnification. To the extent permitted by law, the Borrower shall indemnify, protect and save the Deed of Trust Trustee, Truist and its officers and directors, and the LGC's members and employees, harmless from all liability, obligations, losses, claims, damages, actions, suits, proceedings, costs and expenses, including attorneys' fees, arising out of, connected with, or resulting directly or indirectly from the Mortgaged Property or the transactions contemplated by this Contract, including without limitation the possession, condition, construction or use of the Facilities or the Equipment. The indemnification arising under this Section shall survive the Agreement's termination.

4.03. Covenant as to Tax Exemption. (a) The Borrower covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income for federal income taxation purposes of the interest portion of the obligation created by this Contract under Section 103 of the Code. In particular, the Borrower covenants that it will not directly or indirectly use or permit the use of any proceeds of any fund created under this Contract, any funds of the Borrower or any property financed or refinanced with funds provided to the Borrower under this Contract, or otherwise take or omit to take any action, that would cause the obligation created by this Contract to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or a "private activity bond" under Section 141 of the Code. The Borrower will maintain books on which will be recorded (i) Truist or (ii) any assignee of the Installment Payments due under this Contract, as the registered owner of such Installment Payments. To that end, the Borrower has executed the Use of Proceeds Certificate, dated the date hereof (the "Use of Proceeds Certificate"), and will comply with all requirements of Section 141 and Section 148 of the Code to the extent applicable.

(b) The Borrower hereby represents and warrants that its representations and warranties in the Use of Proceeds Certificate with respect to its investment and use of funds provided under this Contract, and its use of any property financed or refinanced with funds provided under this Contract, are true, correct and complete.

(c) Without limiting the generality of the foregoing, the Borrower agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the obligation created by this Contract from time to time. This covenant shall survive the termination of this Contract.

(d) Notwithstanding any provision of this Section, if the Borrower shall provide to Truist a Bond Counsel Opinion to the effect that any action required under this Section or the Use of Proceeds Certificate is no longer required, or to the effect that some further action is required, to

maintain the exclusion from gross income of the interest on the obligation created by this Contract pursuant to Section 103 of the Code, the Borrower and Trust may rely conclusively on such opinion in complying with the provisions thereof.

(e) To the extent permitted by law, the Borrower hereby designates and authorizes Trust and its employees as its agents and attorneys-in-fact of the Borrower for the purpose of preparing and filing with the IRS a form 8038-G (or other form required under Section 149(e) of the Code) with respect to this Contract.

(f) The Borrower acknowledges that its personnel must be familiar with the arbitrage rebate rules because the tax-exempt status of the interest on the Installment Payments depends upon continuing compliance with such rules. The Borrower therefore covenants to take all reasonable action to assure that Borrower personnel responsible for the investment of and accounting for financing proceeds comply with such rules.

(g) The Original Financing Agreement was a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code. This Contract effects a current refunding of the Original Financing Agreement, and does not extend the weighted average maturity of the obligation represented by the Original Financing Agreement. The final maturity date of this Contract is no later than 30 years from the date of the Original Financing Agreement.

4.04. Validity of Organization and Acts. The Borrower is validly organized and existing under State law, has full power to enter into this Contract and has duly authorized and has obtained all required approvals and all other necessary acts required prior to the execution and delivery of this Contract. This Contract is a valid, legal and binding obligation of the Borrower.

4.05. Maintenance of Existence. The Borrower shall maintain its existence, shall continue to be a local governmental unit of the State, validly organized and existing under State law, and shall not consolidate with or merge into another local governmental unit of the State, or permit one or more other local governmental units of the State to consolidate with or merge into it, unless the local governmental unit thereby resulting assumes the Borrower’s obligations under this Contract.

4.06. Acquisition of Permits and Approvals. All permits, consents, approvals or authorizations of all governmental entities and regulatory bodies, and all filings and notices required on the Borrower’s part to have been obtained or completed as of today in connection with the authorization, execution and delivery of this Contract, the consummation of the transactions contemplated hereby and the acquisition and construction of the Facilities have been obtained and are in full force and effect, and there is no reason why any future required permits, consents, approvals, authorizations or orders cannot be obtained as needed.

4.07. No Breach of Law or Contract. Neither the execution and delivery of this Contract nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Contract, (a) to the best of the Borrower’s knowledge, constitutes a violation of any provision of law governing the Borrower or (b) results in a breach of the terms, conditions or provisions of any contract, agreement or instrument or order, rule or regulation to which the Borrower is a party or by which the Borrower is bound.

4.08. No Litigation. There is no litigation or any governmental administrative proceeding to which the Borrower (or any official thereof in an official capacity) is a party that is pending or, to the best of the Borrower's knowledge after reasonable investigation, threatened with respect to (a) the Borrower's organization or existence, (b) its authority to execute and deliver this Contract or to comply with the terms of this Contract, (c) the validity or enforceability of this Contract or the transactions contemplated hereby, (d) the title to office of any Governing Board member or any other Borrower officer, (e) any authority or proceedings relating to the Borrower's execution or delivery of this Contract, or (f) the undertaking of the transactions contemplated by this Contract.

4.09. No Current Default or Violation. (a) The Borrower is not in violation of any existing law, rule or regulation applicable to it, (b) the Borrower is not in default under any contract, other agreement, order, judgment, decree or other instrument or restriction of any kind to which the Borrower is a party or by which it is bound or to which any of its assets are subject, including this Contract, and (c) no event or condition has happened or existed, or is happening or existing, under the provisions of any such instrument, including this Contract, which constitutes or which, with notice or lapse of time, or both, would constitute an event of default hereunder or thereunder.

4.10. No Misrepresentation. No representation, covenant or warranty by the Borrower in this Contract is false or misleading in any material respect.

4.11. Environmental Warranties and Indemnification. (a) The Borrower warrants and represents to Truist as follows:

(i) The Borrower has no knowledge of, and after reasonable inquiry no reason to believe (A) that any industrial use has been made of the Mortgaged Property, (B) that the Mortgaged Property has been used for the storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, or (C) that any manufacturing, landfilling or chemical production has occurred on the Mortgaged Property.

(ii) The Mortgaged Property is in compliance with all federal, State and local environmental laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 *et seq.*, and the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law No. 99-499, 100 Stat. 1613.

(iii) The Borrower has fully disclosed to Truist in writing the existence, extent and nature of any hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any materials containing asbestos), which the Borrower is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, and the Borrower has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in compliance with all of the terms, conditions and requirements of such licenses, permits and approvals.

(iv) The Borrower will promptly notify Truist of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will promptly send to Truist copies of any citations,

orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property.

(b) To the extent permitted by law, the Borrower shall indemnify and hold Truist and the Deed of Trust Trustee harmless from and against (i) any and all damages, penalties, fines, claims, liens, suits, liabilities, costs (including clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against the Deed of Trust Trustee or Truist as a direct or indirect result of any warranty or representation made by the Borrower in subsection (a) above being false or untrue in any material respect, or (ii) any requirement under any law, regulation or ordinance, local, State or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Deed of Trust Trustee, Truist or the Borrower or any transferee or assignee of the Deed of Trust Trustee, Truist or the Borrower.

(c) The Borrower's obligations under this Section shall continue in full effect notwithstanding full payment of the Required Payments or foreclosure under this Contract or delivery of a deed in lieu of foreclosure.

4.12. Further Instruments. Upon Truist's request, the Borrower shall execute, acknowledge and deliver such further instruments reasonably necessary or desired by Truist to carry out more effectively the purposes of this Contract or any other document related to the transactions contemplated hereby, and to subject to the liens and security interests hereof and thereof all or any part of the Mortgaged Property intended to be given or conveyed hereunder or thereunder, whether now given or conveyed or acquired and conveyed subsequent to the date of this Contract.

4.13. Truist's Advances for Performance of Borrower's Obligations. If the Borrower fails to perform any of its obligations under this Contract, Truist is hereby authorized, but not obligated, to perform such obligation or cause it to be performed. All expenditures incurred by Truist (including any advancement of funds for payment of taxes, insurance premiums or other costs of maintaining the Mortgaged Property, and any associated legal or other expenses), together with interest thereon at the Prime Rate, shall be secured as Additional Payments under this Contract. The Borrower promises to pay all such amounts to Truist immediately upon demand.

4.14. Facilities Will Be Used and Useful. The acquisition and construction of the Facilities is necessary and expedient for the Borrower, and will perform essential functions of the Borrower appropriate for units of local government. The Borrower has an immediate need for, and expects to make immediate use of, all of the Facilities, and does not expect such need or use to diminish in any material respect during the term of the Agreement. The Facilities will not be used in any private business or put to any private business use.

4.15. Financial Information. (a) The Borrower shall send to Truist a copy of the Borrower's audited financial statements for each Fiscal Year within 30 days of the Borrower's acceptance of such statements, but in any event within 270 days of the completion of such Fiscal Year.

(b) The Borrower shall furnish Truist, at such reasonable times as Truist shall request, all

other financial information (including, without limitation, the Borrower's annual budget as submitted or approved) as Truist may reasonably request. The Borrower shall permit Truist or its agents and representatives to inspect the Borrower's books and records and make extracts therefrom.

4.16. Taxes and Other Governmental Charges. The Borrower shall pay, as Additional Payments, the full amount of all taxes, assessments and other governmental charges lawfully made by any governmental body during the term of this Contract. With respect to special assessments or other governmental charges which may be lawfully paid in installments over a period of years, the Borrower shall be obligated to provide for Additional Payments only for such installments as are required to be paid during the Agreement term. The Borrower shall not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property or any portion thereof to become delinquent (including, without limitation, any taxes levied upon the Mortgaged Property or any portion thereof which, if not paid, will become a charge on any interest in the Mortgaged Property, including Truist's interest, or the rentals and revenues derived therefrom or hereunder).

4.17. Borrower's Insurance. (a) From and after substantial completion of each principal portion of the Facilities, the Borrower shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to all improvements in or on the Site or otherwise related to the Facilities in an amount equal to the estimated replacement cost of such improvements. Such property damage insurance shall include standard mortgagee coverage in favor of Truist. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 5.10.

(b) To the extent permitted by law, the Borrower shall, at its own expense, acquire, carry and maintain comprehensive general liability insurance in accordance with State statute or as customarily held by similar entities in the State.

(c) If the property (building) secured by this Contract has been determined to be in a "Special Flood Hazard" area, shown on a map published by the Federal Emergency Management Agency (FEMA), the Borrower, at its own expense, must maintain an adequate policy for flood insurance for the life of the loan in compliance with the Flood Disaster Protection Act of 1973 (Federal law). If at any time during the term of the Agreement, such portion of the Mortgaged Property is classified by FEMA as being located in a special flood hazard area, flood insurance will be mandatory. Should Truist become aware of such an event, federal law requires Truist to notify the Borrower of the reclassification. If, within forty-five (45) days of receipt of notification from Truist that any portion of the Mortgaged Property has been reclassified by the FEMA as being located in a special flood hazard area, the Borrower has not provided sufficient evidence of flood insurance, Truist is mandated under federal law to purchase flood insurance on behalf of the Borrower, and any amounts so expended shall, subject to Section 3.05 and the Enforcement Limitation, immediately become debts of the Borrower, shall bear interest at the rate specified in the Agreement, and payment thereof shall be secured by the Agreement.

(d) The Borrower shall also maintain workers' compensation insurance issued by a responsible carrier authorized under State law to insure the Borrower against liability for compensation under applicable State law as in effect from time to time.

(e) All insurance shall be maintained with generally recognized responsible insurers in

accordance with State law and may carry reasonable deductible or risk-retention amounts.

(f) In lieu of obtaining the policies of insurance required by this Section, the Borrower may adopt alternative risk management programs which the Borrower determines to be reasonable, including, without limitation, to self-insure in whole or in part, individually or in connection with other units of local government or other institutions, to participate in programs of captive insurance companies, to participate with other units of local government or other institutions in mutual or other cooperative insurance or other risk management programs, to participate in State or federal insurance programs, to take advantage of State or federal laws now or hereafter in existence limiting liability, or to establish or participate in other alternative risk management programs, all as may be reasonable and appropriate risk management by the Borrower.

(g) Truist shall not be responsible for the sufficiency or adequacy of any required insurance and shall be fully protected in accepting payment on account of such insurance or any adjustment, compromise or settlement of any loss agreed to by Truist.

(h) Upon request by Truist, the Borrower shall deliver to Truist a certificate stating that the property coverages required by this Contract are in effect, and stating the carriers, policy numbers, coverage limits and deductible or risk-retention amounts for all such coverages.

ARTICLE V

CARE AND USE OF FACILITIES

5.01. Compliance with Requirements. (a) The Borrower shall cause the Facilities to be designed and constructed in compliance with all applicable legal requirements, including subdivision, building and zoning regulations. The Borrower shall not initiate or acquiesce in a change in the Site's zoning classification, except with respect to any change that may be appropriate to conform the actual zoning to that appropriate for the use of the Facilities contemplated as of the Closing Date.

(b) The Borrower shall observe and comply promptly with all current and future requirements relating to the Mortgaged Property's use or condition imposed by (i) any judicial, governmental or regulatory body having jurisdiction over the Facilities or any portion thereof or (ii) any insurance company writing a policy covering the Facilities or any portion thereof, whether or not any such requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

(c) The Borrower shall obtain and maintain in effect all licenses and permits required for the Facilities' operation.

(d) The Borrower shall in no event use the Mortgaged Property or any part thereof, nor allow the same to be used, for any unlawful purpose, or suffer any act to be done or any condition to exist with respect to the Mortgaged Property or any part thereof, nor any article to be brought thereon, which may be dangerous, unless safeguarded as required by law, or which may, in law, constitute a nuisance, public or private, or which may make void or voidable any insurance then in force with respect thereto.

5.02. Use and Operation. The Borrower shall use and operate the Facilities and related facilities for their intended public purposes, and for no other purpose unless required by law. The Borrower shall be solely responsible for the Facilities' operation, and shall not contract with any other person or entity for the Facilities' operation.

5.03. Maintenance and Repairs; Additions. (a) The Borrower shall keep the Mortgaged Property in good order and repair (reasonable wear and tear excepted) and in good operating condition, shall not commit or permit any waste or any other thing to occur whereby the value or usefulness of the Mortgaged Property might be impaired, and shall make from time to time all necessary or appropriate repairs, replacements and renewals.

(b) The Borrower may, also at its own expense, make from time to time any additions, modifications or improvements to the Mortgaged Property that it may deem desirable for its governmental or proprietary purposes and that do not materially impair the effective use, nor materially decrease the value or substantially alter the intended use, of the Mortgaged Property. The Borrower shall do, or cause to be done, all such things as may be required by law in order fully to protect the security of and all Truist's rights under this Contract.

(c) Any and all additions to or replacements of the Facilities and all parts thereof shall constitute accessions to the Facilities and shall be subject to all the terms and conditions of this Contract and included in the "Facilities" for the purposes of this Contract.

(d) Notwithstanding the provisions of subsection (c) above, however, the Borrower may, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Facilities. All such property shall remain the Borrower's sole property in which Truist shall have no interest; provided, however, that any such property which becomes permanently affixed to the Facilities shall be subject to the lien and security interest arising under this Contract if Truist shall reasonably determine that the Facilities would be damaged or impaired by the removal of such machinery, equipment or other tangible property.

5.04. Security. The Borrower shall take all reasonable steps necessary to safeguard the Equipment against theft. The security afforded the Equipment shall at all times be equal to or better than the security afforded the Borrower's personal property that is not subject to this Contract.

5.05. Utilities. The Borrower shall pay all charges for utility services furnished to or used on or in connection with the Site and the Facilities.

5.06. Risk of Loss. The Borrower shall bear all risk of loss to and condemnation of the Site and the Facilities.

5.07. Condemnation.

(a) The Borrower shall immediately notify Truist if any governmental authority shall institute, or shall notify the Borrower of any intent to institute, any action or proceeding for the taking of, or damages to, all or any part of the Mortgaged Property or any interest therein under the power of eminent domain, or if there shall be any damage to the Mortgaged Property due to governmental action, but not resulting in a taking of any portion of the Mortgaged Property. The Borrower shall

file and prosecute its claims for any such awards or payments in good faith and with due diligence and cause the same to be collected and paid over to Truist, and to the extent permitted by law hereby irrevocably authorizes and empowers Truist or the Deed of Trust Trustee, in the Borrower's name or otherwise, to collect and receipt for any such award or payment and to file and prosecute such claims. If the Borrower receives any Net Proceeds arising from any such action, the Borrower shall apply such Net Proceeds as provided in Section 5.10.

(b) If any of the real or personal property acquired or improved by the Borrower (in whole or in part) using any portion of the Amount Advanced consists of or is located on any real property acquired by the Borrower through the exercise of the power of eminent domain, or through the threat of the exercise of the power of eminent domain, then during the term of this Contract the Borrower may not transfer any interest in such real property to any entity other than a local governmental unit without Truist's prior express written consent.

5.08. Title. Title to the Site and the Facilities and any and all additions, repairs, replacements or modifications thereto shall at all times be in the Borrower, subject to the lien of this Contract. Upon the Borrower's payment in full of all Required Payments, Truist, at the Borrower's expense and request, shall cancel this Contract.

5.09. No Encumbrance, Mortgage or Pledge of Site or Facilities.

(a) The Borrower shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics' and materialmen's liens), charge, encumbrance or other claim in the nature of a lien on or with respect to the Mortgaged Property, except Permitted Encumbrances. The Borrower shall promptly, at its own expense, take such action as may be duly necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it shall have created, incurred or suffered to exist.

(b) The Borrower shall reimburse Truist for any expense incurred by Truist to discharge or remove any such mortgage, pledge, lien, security interest, encumbrance or claim, with interest thereon at the Prime Rate.

5.10. Damage and Destruction; Use of Net Proceeds. (a) The Borrower shall promptly notify Truist if (i) the Mortgaged Property or any portion thereof is stolen or is destroyed or damaged by fire or other casualty, (ii) a material defect in the construction of the Facilities shall become apparent, or (iii) title to or the use of all or any portion of the Mortgaged Property shall be lost by reason of a defect in title. Each notice shall describe generally the nature and extent of such damage, destruction or taking.

(b) The Borrower shall apply Net Proceeds (i) to the prompt completion, repair or restoration of the Mortgaged Property (and pay any costs in excess of Net Proceeds, if necessary), or (ii) together with other available funds as may be necessary, to the prepayment of all outstanding Required Payments pursuant to Section 3.03.

(c) Any repair, restoration, modification, improvement or replacement paid for in whole or in part out of Net Proceeds shall be the Borrower's property and shall be part of the Facilities.

ARTICLE VI

THE DEED OF TRUST TRUSTEE

6.01. Deed of Trust Trustee's Liability. The Deed of Trust Trustee shall suffer no liability by virtue of his acceptance of this trust except such as may be incurred as a result of the Deed of Trust Trustee's failure to account for the proceeds of any sale under this Contract.

6.02. Substitute Trustees. If the Deed of Trust Trustee, or any successor, shall die, become incapable of acting or renounce its trust, or if for any reason Truist desires to replace the Deed of Trust Trustee, then Truist shall have the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Contract is recorded. Any such removal or appointment may be made at any time without notice, without specifying any reason therefor and without any court approval. Any such appointee shall become vested with title to the Mortgaged Property and with all rights, powers and duties conferred upon the Deed of Trust Trustee by this Contract in the same manner and to the same effect as though such Deed of Trust Trustee were named as the original Deed of Trust Trustee.

ARTICLE VII

DEFAULTS AND REMEDIES; FORECLOSURE

7.01. Events of Default. An "Event of Default" is any of the following:

- (a) The Borrower's failing to make any Installment Payment when due.
- (b) The occurrence of an Event of Nonappropriation.
- (c) The Borrower's breaching or failing to perform or observe any term, condition or covenant of this Contract on its part to be observed or performed, other than as provided in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 15 days after written notice specifying such failure and requesting that it be remedied shall have been given to the Borrower by Truist, unless Truist shall agree in writing to an extension of such time prior to its expiration.
- (d) The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law by or against the Borrower as a debtor, or the appointment of a receiver, custodian or similar officer for the Borrower or any of its property, and the failure of such proceedings or appointments to be vacated or fully stayed within 30 days after the institution or occurrence thereof.
- (e) Any warranty, representation or statement made by the Borrower in this Contract is found to be incorrect or misleading in any material respect on the Closing Date (or, if later, on the date made).
- (f) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of this Contract is found to exist, or proceedings are instituted against the Borrower to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien,

charge or encumbrance would be prior to the lien of this Contract.

(g) The Borrower's failing to pay when due any principal of or interest on any of its general obligation debt.

7.02. Remedies on Default. Upon the continuation of any Event of Default, Truist may, without any further demand or notice, exercise any one or more of the following remedies:

- (a) Declare the unpaid principal components of the Installment Payments immediately due and payable;
- (b) Proceed by appropriate court action to enforce the Borrower's performance of the applicable covenants of this Contract or to recover for the breach thereof;
- (c) Avail itself of all available remedies under this Contract, including execution and foreclosure as provided in Sections 7.03 and 7.04, and recovery of attorneys' fees and other expenses.

Notwithstanding any other provision of this Contract, Borrower, the Deed of Trust Trustee and Truist intend to comply with Section 160A-20. No deficiency judgment may be entered against the Borrower in violation of Section 160A-20.

7.03. Execution on Personal Property. Upon the continuation of any Event of Default and in addition to all other remedies granted in this Contract, Truist shall have all the rights and remedies of a secured party under the UCC and may proceed as to the personal property portion of the Mortgaged Property in the same manner as provided in this Contract for the real property portion, with Truist having no obligation to proceed against real or personal property in preference to the other.

7.04. Foreclosure; Sale under Power of Sale.

(a) Right to foreclosure or sale. Upon the occurrence and continuation of an Event of Default, at Truist's request, the Deed of Trust Trustee shall foreclose Mortgaged Property by judicial proceedings or, at Truist's option, the Deed of Trust Trustee shall sell (and is hereby empowered to sell) all or any part of the Mortgaged Property (and if in part, any such sale shall in no way adversely affect the lien created hereby against the remainder) at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the Borrower expressly waives to the extent permitted by law) after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed

of Trust Trustee shall, at Truist's request, execute a proper deed or deeds to the successful purchaser at such sale.

(b) Bank's bid. Truist may bid and become the purchaser at any sale under this Contract, and in lieu of paying cash therefor may make settlement for the purchase price by crediting against the Required Payments the proceeds of sale net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of such taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Contract (unless the Mortgaged Property is sold subject to such liens and assessments, as provided by State law).

(c) Borrower's bid. The Borrower may bid for all or any part of the Mortgaged Property at any foreclosure sale; provided, however, that the price bid by the Borrower may not be less than an amount sufficient to provide for full payment of the Required Payments.

(d) Successful bidder's deposit. At any such sale the Deed of Trust Trustee may, at its option, require any successful bidder (other than Truist) immediately to deposit with the Deed of Trust Trustee cash or a certified check in an amount equal to all or any part of the successful bid, and notice of any such requirement need not be included in the advertisement of the notice of such sale.

(e) Application of sale proceeds. The proceeds of any foreclosure sale shall be applied in the manner and in the order prescribed by State law, it being agreed that the expenses of any such sale shall include a commission to the Deed of Trust Trustee of five percent of the gross sales price for making such sale and for all services performed under this Contract. Any proceeds of any such sale remaining after the payment of all Required Payments and the prior application thereof in accordance with State law shall be paid to the Borrower.

7.05 Possession of Mortgaged Property. After a foreclosure sale, the Borrower shall immediately lose the right to possess, use and enjoy the Mortgaged Property (but may remain in possession of the Mortgaged Property as a tenant at will of Truist), and thereupon the Borrower (a) shall pay monthly in advance to Truist a fair and reasonable rental value for the use and occupation of the Mortgaged Property (in an amount Truist shall determine in its reasonable judgment), and (b) upon Truist's demand, shall deliver possession of the Mortgaged Property to Truist or, at Truist's direction, to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Contract.

In addition, upon the continuation of any Event of Default, Truist, to the extent permitted by law, is hereby authorized to (i) take possession of the Mortgaged Property, with or without legal action, (ii) lease the Mortgaged Property, (iii) collect all rents and profits therefrom, with or without taking possession of the Mortgaged Property, and (iv) after deducting all costs of collection and administration expenses, apply the net rents and profits first to the payment of necessary maintenance and insurance costs, and then to the Borrower's account and in reduction of the Borrower's corresponding Required Payments in such fashion as Truist shall reasonably deem appropriate. Truist shall be liable to account only for rents and profits it actually receives.

7.06. Due on Sale Provision; Acceleration. Truist may, at its option, require the immediate payment in full of the Required Payments and the Amount Advanced and all other sums secured by this Financing Agreement upon the sale, transfer, conveyance or encumbrance of all or any part of the Mortgaged Property, or any legal or beneficial interest in the Mortgaged Property, without Truist's prior written consent. This option applies whether the sale, transfer, conveyance or encumbrance is voluntary, involuntary, by operation of law or otherwise, and includes (i) any creation of lien or encumbrance, whether or not subordinate to the lien created pursuant to this Financing Agreement, (ii) the creation of any easement, right-of-way or similar interest other than such as would constitute a Permitted Encumbrance, or (iii) the grant of any leasehold or similar interest or any option to purchase, right of first refusal or similar interest.

7.07. No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are

cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default shall occur and thereafter be waived by the other parties, such waiver shall be limited to the particular breach so waived and shall not be deemed a waiver of any other breach under this Contract.

7.08. Payment of Costs and Attorney's Fees. If Truist employs an attorney to assist in the enforcement or collection of Required Payments, or if the Deed of Trust Trustee or Truist voluntarily or otherwise shall become a party or parties to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Contract, to enforce collection of the Required Payments or to enforce compliance by the Borrower with any of the provisions of this Contract, the Borrower agrees to pay reasonable attorneys' fees and all of the costs that may reasonably be incurred (whether or not any suit or proceeding is commenced), and such fees and costs (together with interest at the Prime Rate) shall be secured as Required Payments.

ARTICLE VIII

In order to prevent unauthorized or fraudulent wire transfers through cyberfraud and other means, Truist and the Borrower hereby agree to the provisions of this Article VIII.

8.01. Wire Transfer Requirements. In the event a wire transfer is made by Truist to disburse funds as contemplated by this Contract (a "Disbursement"), said wire transfer shall be delivered as directed in a written "Disbursement Authorization" provided to Truist by a representative of the Borrower, subject to the terms and conditions set forth in this Article VIII. For the purposes of this Article, a representative of the Borrower shall include employees and elected and/or appointed officials of the Borrower, bond counsel, the Borrower's legal counsel, the Borrower's financial advisor and the LGC.

8.02. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Truist in person by a representative of the Borrower, Truist shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Borrower. The Borrower shall ensure that a representative of the Borrower will provide such verification to Truist. The Borrower shall not disclose, or allow to be disclosed, such Truist verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Borrower accepts the risk of such third party knowledge of the security procedures. If the Borrower has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Borrower shall notify Truist immediately.

8.03. Payee Identification. The Borrower is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Truist by a representative of the Borrower, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by Truist (collectively, "Remittance Instructions"). If the Remittance Instructions describe a beneficiary inconsistently by name and account number, the Borrower

acknowledges that Truist may make payment on the basis of the account number alone, that Truist is not obligated to detect such errors, and that the Borrower assumes the risk of any loss resulting therefrom.

8.04. Duty to Reconcile Written Confirmation. Upon request from a representative of the Borrower, Truist shall use its best efforts to send a representative of the Borrower written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Borrower shall promptly review and reconcile the written confirmation of the Disbursement sent by Truist, and shall report to Truist in writing, promptly, but in no event later than ten Business Days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Truist and the Borrower agree that ten Business Days is a reasonable time for the detection and reporting to Truist of such information. After that time, all items on the written confirmation will be considered correct and the Borrower will be precluded from recovering from Truist if such wire transfer identified in the written confirmation was actually made by Truist. For the avoidance of doubt, any such writings can be provided electronically.

8.05. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Borrower pursuant to Section 10.02, it shall be binding on the Borrower if Truist acted in good faith in making such Disbursement.

8.06. Recordation. Truist may record any telephone conversation between Truist and a representative of the Borrower in order to reduce the risk of unauthorized or erroneous transfers. Truist may retain such recordings for as long as Truist may deem necessary.

8.07. Indemnification and Hold Harmless. If Truist complies with the provisions of this Article VIII, the Borrower agrees that Truist shall not be responsible for any communication or miscommunication by a representative of the Borrower, and the Borrower further agrees to indemnify, to the extent allowed by law, Truist and hold Truist harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to this Contract.

8.08. Applicable Law. All wire transfer orders are governed by Article 4A of the Uniform Commercial Code, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Truist and the Borrower regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

ARTICLE IX

MISCELLANEOUS

9.01. Notices. (a) Any communication required or permitted by this Contract must be in writing.

(b) Any communication under this Contract shall be sufficiently given and deemed given when delivered by hand or on the date shown on a certified mail receipt, or delivery receipt from a

national commercial package delivery service, if addressed as follows:

- (i) if to the Borrower, to 145 Fifth Avenue East, Hendersonville, North Carolina 28792, Attention: Finance Director;
 - (ii) if to the Deed of Trust Trustee, to 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance; or
 - (iii) If to Truist, to 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.
- (c) Any communication to the Deed of Trust Trustee shall also be sent to Truist.
- (d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

9.02. No Assignments by Borrower. The Borrower shall not sell or assign any interest in this Contract.

9.03. Assignments by Truist. Truist may, at any time and from time to time, assign all or any part of its interest in the Site, the Facilities or this Contract, including, without limitation, Truist's rights to receive Required Payments. Any assignment made by Truist or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Truist pursuant to this Contract.

The Borrower agrees that this Contract may become part of a pool of obligations at Truist's or its assignee's option. Truist or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by Truist may be only to a bank, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of Truist's interest in the Mortgaged Property or this Contract shall be effective unless and until the Borrower shall receive a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Borrower further agrees that Truist's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided the Borrower receives a copy of such agency contract and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of such certificates of participation.

The Borrower agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Borrower, and the Borrower shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the Borrower shall thereafter make all payments in accordance with the notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but

such acknowledgment shall in no way be deemed necessary to make the assignment effective.

9.04. Amendments. No term or provision of this Contract may be amended, modified or waived without the prior written consent of the Borrower and Truist.

9.05. No Marshalling. The Borrower hereby waives any and all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Contract or as permitted by law.

9.06. Governing Law. The Borrower, Truist and the Deed of Trust Trustee intend that State law shall govern this Contract.

9.07. Liability of Officers and Agents. No officer, agent or employee of the Borrower shall be subject to any personal liability or accountability by reason of the execution of this Contract or any other documents related to the transactions contemplated hereby. Such officers or agents shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve an officer, agent or employee of the Borrower from the performance of any official duty provided by law.

9.08. Covenants Running with the Land. All covenants contained in this Contract shall run with the real estate encumbered by this Contract.

9.09. Severability. If any provision of this Contract shall be determined to be unenforceable, that shall not affect any other provision of this Contract.

9.10. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right shall not be a Business Day, such payment shall be made or act performed or right exercised on or before the next preceding Business Day.

9.11. Entire Agreement. This Contract constitutes the Borrower's entire agreement with respect to the general subject matter covered hereby.

9.12. Binding Effect. Subject to the specific provisions of this Contract, and in particular Section 8.03, this Contract shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

9.13. E-Verify. Truist understands that "E-Verify" is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. Truist uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Truist will require that any subcontractor that it uses in connection with the transactions contemplated by this Contract certify to such subcontractor's compliance with E-Verify.

[The remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the Borrower has caused this instrument to be executed as of the day and year first above written by duly authorized officers.

(SEAL)

ATTEST:	CITY OF HENDERSONVILLE, NORTH CAROLINA
By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

**STATE OF NORTH CAROLINA;
HENDERSON COUNTY**

I, a Notary Public of such County and State, certify that _____ and _____ personally came before me this day and acknowledged that they are the _____ and _____, of the City of Hendersonville, North Carolina, and that by authority duly given and as the act of the City of Hendersonville, North Carolina, the foregoing instrument was signed in the Borrower’s name by such _____, sealed with its corporate seal and attested by such _____.

WITNESS my hand and official stamp or seal, this ____ day of April, 2021.

[NOTARY SEAL]

Notary Public

Notary’s Printed Name: _____

My commission expires: _____

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

By: _____
Finance Director
City of Hendersonville, North Carolina

*[Financing Agreement and Deed of Trust from the City of Hendersonville, North Carolina
for the benefit of Truist Bank]*

TRUIST BANK

By: _____

Printed Name: _____

Title: _____

This contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

Sharon G. Edmundson
Secretary, North Carolina
Local Government Commission

By _____
[Sharon G. Edmundson or
Designated Assistant]

*[Financing Agreement and Deed of Trust from City of Hendersonville, North Carolina
for the benefit of Truist Bank]*

EXHIBIT A -- SITE DESCRIPTION AND EQUIPMENT DESCRIPTION

New fire station site:

BEING all that certain tract of land containing 11.56 acres located in Hendersonville Township, Henderson County, North Carolina, and being more particularly described as follows:

BEGINNING at a point in the southern margin of Sugarloaf Road, said point being the northeastern corner of the Massagee property described in the agreement and deed recorded in Deed Book 600 at page 471 of the Henderson County, North Carolina registry; thence with the southern margin of the right of way of Sugarloaf Road south 83° 58' 41" east 505.20 feet to northwest corner of the Pines Condominiums property described in that deed recorded in Deed Book 656 at page 1, Henderson County registry, thence with the western lines of the Pines Condominiums and CD-MAT LLC property south 05° 41' 45" west 1006.78 feet to an iron pipe in a rock in a corner of the Gertrude Thompson Trust property described in that deed recorded in Deed Book 973 at page 312, Henderson County registry, thence with the Gertrude Thompson Trust line north 78° 21' 39" west 367.45 feet to an iron pipe, thence north 20° 50' 48" west 251.47 feet to a corner in the George Bradshaw property described in that deed recorded in Deed Book 1065 at page 556 Henderson County registry, thence with the northern boundary of the George Bradshaw property north 82° 17' 58" west 95.53 feet to the southeastern corner of the Massagee property described in the agreement and deed recorded in Deed Book 600 at page 471 of the Henderson County registry, and with the Massagee line north 10° 55' 59" east 746.41 feet to the point of beginning, containing 11.56 acres more or less, as set forth on that survey entitled *“604 Sugarloaf Road, Hendersonville, Henderson County, North Carolina”*, prepared by Kevin S. Baucom, PLS L-4275, dated March 19, 2013, and being the same real property described in that deed to the City of Hendersonville recorded in Deed Book 1418 at page 202, Henderson County Registry.

One (1) Pierce PUC Fire Engine mounted on a Pierce Arrow XT Custom Chassis.

Equipment and improvements for the Main Street Rehabilitation Project as set forth on those plans and specifications entitled: *Main Street Infrastructure Improvements Phase 3, City of Hendersonville, Henderson County, North Carolina*, dated October 25, 2012 and bearing Project No. 12001.

EXHIBIT B -- IMPROVEMENTS DESCRIPTION

Construction of a new 11,000 square foot fire station as set forth on those plans and specifications entitled *Hendersonville Fire Station No. 2* by ADW Architects, dated March 11, 2013 and bearing Project Number 12041.

Completion of Phase 3 of the Main Street Rehabilitation Project as set forth on those plans and specifications entitled: *Main Street Infrastructure Improvements Phase 3, City of Hendersonville, Henderson County, North Carolina*, dated October 25, 2012 and bearing Project No. 12001.

EXHIBIT C -- EXISTING ENCUMBRANCES

Those exceptions set forth on Schedule B – Section Two of the loan policy of title insurance issued pursuant to First American Title Insurance Company commitment number 13H010944.

EXHIBIT D-- PAYMENT SCHEDULE

Bond Debt Service
City of Hendersonville, NC Customer # 9933001684 NAICS = 921140
Fire Station (refunding Note 00002) Note No. 00004
Dated
Date 4/5/2021
Delivery
Date 4/5/2021

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
4/5/2021						3,600,000	3,600,000
10/5/2021	150,000	1.730%	31,140.00	181,140.00		3,450,000	3,450,000
4/5/2022	150,000	1.730%	29,842.50	179,842.50		3,300,000	3,300,000
6/30/2022					360,982.50	3,300,000	3,300,000
10/5/2022	150,000	1.730%	28,545.00	178,545.00		3,150,000	3,150,000
4/5/2023	150,000	1.730%	27,247.50	177,247.50		3,000,000	3,000,000
6/30/2023					355,792.50	3,000,000	3,000,000
10/5/2023	150,000	1.730%	25,950.00	175,950.00		2,850,000	2,850,000
4/5/2024	150,000	1.730%	24,652.50	174,652.50		2,700,000	2,700,000
6/30/2024					350,602.50	2,700,000	2,700,000
10/5/2024	150,000	1.730%	23,355.00	173,355.00		2,550,000	2,550,000
4/5/2025	150,000	1.730%	22,057.50	172,057.50		2,400,000	2,400,000
6/30/2025					345,412.50	2,400,000	2,400,000
10/5/2025	150,000	1.730%	20,760.00	170,760.00		2,250,000	2,250,000
4/5/2026	150,000	1.730%	19,462.50	169,462.50		2,100,000	2,100,000
6/30/2026					340,222.50	2,100,000	2,100,000
10/5/2026	150,000	1.730%	18,165.00	168,165.00		1,950,000	1,950,000
4/5/2027	150,000	1.730%	16,867.50	166,867.50		1,800,000	1,800,000
6/30/2027					335,032.50	1,800,000	1,800,000
10/5/2027	150,000	1.730%	15,570.00	165,570.00		1,650,000	1,650,000
4/5/2028	150,000	1.730%	14,272.50	164,272.50		1,500,000	1,500,000
6/30/2028					329,842.50	1,500,000	1,500,000
10/5/2028	150,000	1.730%	12,975.00	162,975.00		1,350,000	1,350,000
4/5/2029	150,000	1.730%	11,677.50	161,677.50		1,200,000	1,200,000
6/30/2029					324,652.50	1,200,000	1,200,000
10/5/2029	150,000	1.730%	10,380.00	160,380.00		1,050,000	1,050,000
4/5/2030	150,000	1.730%	9,082.50	159,082.50		900,000	900,000
6/30/2030					319,462.50	900,000	900,000
10/5/2030	150,000	1.730%	7,785.00	157,785.00		750,000	750,000
4/5/2031	150,000	1.730%	6,487.50	156,487.50		600,000	600,000
6/30/2031					314,272.50	600,000	600,000

10/5/2031	150,000	1.730%	5,190.00	155,190.00		450,000	450,000
4/5/2032	150,000	1.730%	3,892.50	153,892.50		300,000	300,000
6/30/2032					309,082.50	300,000	300,000
10/5/2032	150,000	1.730%	2,595.00	152,595.00		150,000	150,000
4/5/2033	150,000	1.730%	1,297.50	151,297.50			
6/30/2033					303,892.50		
	3,600,000		389,250.00	3,989,250.00	3,989,250.00		

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH
CAROLINA APPROVING MODIFICATIONS TO A FINANCING AGREEMENT
TRUIST BANK**

WHEREAS, the City of Hendersonville, North Carolina (the “City”) entered into a Financing Agreement and Deed of Trust dated as of April 5, 2013 (the “Original Agreement”) with Branch Banking and Trust Company, which is now Truist Bank (the “Bank”) to finance; and

WHEREAS, Truist has agreed to lower the interest rate under the Original Agreement from 3.49% per annum to 1.73% per annum; and

WHEREAS, to lower the interest rate and make certain other amendments to the Original Agreement as requested by Truist, the City will enter into an Amended and Restated Financing Agreement and Deed of Trust with the Bank (the “Amended Agreement”), a form of which is available to the City Council; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA, AS FOLLOWS:

Section 1. ***Authorization to Execute and Deliver the Amended Agreement.*** The lowering of the interest rate as described above is in the best interests of the City. The City Manager, the Assistant City Manager, the Finance Officer and the City Clerk, or their respective designees (the “*Authorized Officers*”), are authorized, empowered and directed to execute and deliver the Amended Agreement for and on behalf of the City, including necessary counterparts, in substantially the form as set forth above. The execution and delivery of the Amended Agreement by the Authorized Officers constitutes conclusive evidence of the City’s approval of any and all such deviations from the form and content of the Amended Agreement made available to the City Council. From and after the execution and delivery of the Amended Agreement, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amended Agreement as executed. The Authorized Officers are each hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Amended Agreement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and to take all other actions that they deem necessary to administer the Amended Agreement in a manner consistent with the intent of this Resolution. Any and all acts of the Authorized Officers may be done individually or collectively.

Section 2. **Repealer.** All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.

Section 3. **Effective Date.** This Resolution is effective on the date of its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1ST day of April 2021

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)
) SS:
CITY OF HENDERSONVILLE)

I, Angela Reece, City Clerk of the City of Hendersonville, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled “**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA APPROVING MODIFICATIONS TO A FINANCING AGREEMENT**” adopted by the City Council of the City of Hendersonville, North Carolina in a regular session convened on the 1st day of April, 2021, as recorded in the minutes of the City Council of the City of Hendersonville, North Carolina.

WITNESS my hand and the seal of the City of Hendersonville, North Carolina, this the ____ day of _____, 2021.

(SEAL)

Angela Reece
City Clerk
City of Hendersonville, North Carolina



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER: Lew Holloway – Community Development Director **MEETING DATE:** April 1st, 2021

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

TITLE OF ITEM: Annexation Certificate of Sufficiency: Garrison Property (P21-16-ANX) – *Lew Holloway, Community Development Director*

SUGGESTED MOTION(S):

1. <u>For Recommending Approval:</u> I move Council to accept the City Clerk's Certificate of Sufficiency for the petition submitted by Economic Investment Fund of Henderson County and adopt the Resolution to set May 6th, 2021 as the date for public hearing.	2. <u>For Recommending Denial:</u>
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SUMMARY:

The City of Hendersonville has received a petition from Economic Investment Fund of Henderson County for noncontiguous annexation of PIN's 958-738-0701 (13.43 Acres), 958-738-7266 (18.65 Acres), 958-727-9887 (4.88 Acres) & 958-728-7026 (1.89) located adjacent to I-26 and laying between Upward Road and Crest Road on Garrison Lane. The total property acreage is approximately 41 acres. Please refer to the attached maps for additional information.

PROJECT/PETITIONER NUMBER:	P21-16-ANX
PETITIONER NAME:	Brittany Brady, President - Economic Investment Fund of Henderson County
ATTACHMENTS:	1. Resolution to Set Public Hearing 2. Annexation Application 3. Certificate of Sufficiency 4. Deed 5. Plat 6. Legal Description 7. GIS Map w/distance to corporate limits

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

WHEREAS, a petition requesting annexation of the non-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 non-contiguous area described herein will be held at City Hall at 5:45 p.m. May 6th, 2021, 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 shown on that plat recorded on Plat Slide 12688 of the Henderson County Registry, and being described by metes and bounds as follows:

City of Hendersonville Annexation Description for a portion of Garrison Industrial Park of Economic Investment Fund of Henderson County, Slide 13013;
 Beginning at a Point in the Northern Margin of pavement for Crest Road, S.R. 1803 and in the centerline of Bat Fork Creek.

Point also stands N 49°00'13"E 93.82' from an existing MagHub with N.A.D. 83/2011 coordinates

N- 577656.793' E- 982715.379';

Thence with the centerline of Bat Fork Creek the following 24 courses;

N 06°48'07" E a distance of 6.97';

Thence N 08°36'19" W a distance of 35.78';

Thence N 01°46'15" W a distance of 54.53';

Thence N 17°52'49" W a distance of 28.71';

Thence N 07°39'07" W a distance of 34.17';

Thence N 15°03'54" W a distance of 23.99';

Thence N 00°02'47" E a distance of 28.47';

Thence N 21°29'09" W a distance of 49.33';

Thence N 09°58'43" E a distance of 18.47';

Thence N 45°37'46" E a distance of 11.56';

Thence N 00°12'24" E a distance of 24.04';

Thence N 17°52'54" W a distance of 24.72';

Thence N 06°15'21" E a distance of 20.89';

Thence N 12°55'42" W a distance of 26.27';

Thence N 07°31'11" E a distance of 130.93';

Thence N 06°59'55" W a distance of 27.47';

Thence N 11°09'39" W a distance of 38.55';

Thence N 12°38'58" E a distance of 35.87';

Thence N 08°28'36" W a distance of 30.15';

Thence N 21°37'00" W a distance of 17.36';

Thence S 69°51'41" W a distance of 17.15';
 Thence N 63°30'55" W a distance of 21.17';
 Thence N 35°27'19" W a distance of 51.70';
 Thence N 13°15'14" W a distance of 16.35' to a point in the centerline of Bat Fork Creek which stands
 S 55°19'05" E 16.71' from an existing Capped Rebar;
 Thence leaving the centerline of Bat Fork Creek S 84°07'47" E passing a #4 Rebar set online at 21.17, common corner of Lot 1 and Open Space slide 13013 and a #4 Rebar set online at 26.91' and an existing 1/2" Iron Pipe online at 189.56', a distance of 248.72;
 Thence N 14°38'37" W a distance of 361.32 #4 Rebar set, which stands S17°14'37"E 9.63' from an existing #5 Rebar;
 Thence N 08°15'35" E passing a #4 Rebar set online at 355.69', a distance of 383.21 to a point in the centerline of Dunn Creek;
 Thence with the centerline of Dunn Creek the following 16 courses
 N 53°47'57" E a distance of 22.04';
 Thence N 49°53'23" E a distance of 28.33';
 Thence N 50°49'44" E a distance of 25.79';
 Thence N 59°45'10" E a distance of 32.06';
 Thence N 78°56'59" E a distance of 22.89';
 Thence N 59°45'34" E a distance of 25.79';
 Thence N 29°47'06" E a distance of 14.58';
 Thence N 44°32'54" E a distance of 27.68';
 Thence N 51°23'01" E a distance of 22.78';
 Thence N 70°48'26" E a distance of 24.53';
 Thence N 62°34'17" E a distance of 31.58';
 Thence N 81°04'48" E a distance of 23.40';
 Thence S 78°45'41" E a distance of 24.00';
 Thence N 81°46'42" E a distance of 26.36';
 Thence S 66°58'34" E a distance of 14.74';
 Thence S 83°40'09" E a distance of 69.31' to a point in centerline of Dunn creek in the Western margin of the 60' Right of Way for Commercial Boulevard, S.R. 1970, which stands S 11°17'07"E 131.02' from an existing 1" Iron Pipe the common corner of Lot 5 and Lot 10 in the Western margin of Commercial Boulevard, Appleland Business Park, Slide 1652 and Slide 1927. Also the Southeastern corner of said Lot 10;
 Thence with the Western margin of said right of way S 11°17'07" E a distance of 90.69' to a #5 Rebar set;
 Thence with the same on a curve turning to the left with an arc length of 92.91', with a radius of 49.99', with a chord bearing of S 11°23'54" E, with a chord length of 80.10', to an Existing #5 Rebar;
 Thence with a portion of the revised private 60' drive easement, shown on Slide 12957, on a curve turning to the left with an arc length of 204.87', with a radius of 208.62', with a chord bearing of S 41°40'21" E, with a chord length of 196.74', to a point;
 Thence S 69°48'22" E a distance of 121.91' to an in Eastern margin of said revised 60' private drive easement;
 Thence with said Eastern margin of said drive easement on a curve turning to the right with an arc length of 128.32', with a radius of 280.00', with a chord bearing of S 33°09'07" E, with a chord length of 127.20', to a #4 rebar set at the Northwestern corner of Lot 3, also corner of Lot 2, Garrison Industrial Park of Economic Investment Fund of Henderson County, Slide 13013;
 Thence with common line of Lot 3 and Lot 2S 85°01'08" E a distance of 500.04' to a #4 Rebar set common corner of Lot 3 and Lot 2;
 Thence S 47°17'57" E a distance of 303.92' to an existing bent 3/4" Iron pipe, common corner Lot 3 and Lot 2;
 Thence S 05°40'45" E a distance of 695.04' to an existing 3/4" Iron pipe, Southeast corner

Lot 3;

Thence S 79°29'24" W, passing an existing 1/2" Iron Pipe online at 71.45', a distance of 424.46' to an Existing 1" Iron Pipe;

Thence N 75°16'57" W, passing an existing T-Post online at 653.51' a distance of 690.86' to an existing Capped Rebar, common corner Lot 3 and Lot 4;

Thence S 07°34'20" W, passing an existing 1" Iron Pipe at 371.44' and an existing 1/2" Iron Pipe at 401.19', a distance of 421.28' to a point in the Northern margin of pavement for Crest Road, S.R. 1803;

Thence with said margin of pavement on a curve turning to the right with an arc length of 187.71', with a radius of 467.56', with a chord bearing of N 82°10'43" W, with a chord length of 186.45', to a point;

Thence N 70°40'39" W a distance of 24.29' to a point;

Thence N 69°09'51" W a distance of 24.29' to a point;

Thence N 65°39'49" W a distance of 46.48' to a point;

Thence N 63°35'46" W a distance of 48.59' to a point;

Thence N 63°00'33" W a distance of 186.63' to a point in the Northern margin of pavement Crest road and the centerline of Bat Fork Creek; which is the point of beginning,

Having an area of 1801595.3 square feet, 41.36 acres

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 first day of April 2021.

Attest:

Barbara G. Volk, Mayor, City of
Hendersonville

Angela L. Reece, City Clerk

CERTIFICATE OF SUFFICIENCY

Re: Petition for Satellite Annexation

Petitioners: Brittany Brady, President – Economic Investment Fund of Henderson County
File No. P21-16-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 satellite annexation of that property consisting of +/- 41 acres located adjacent to I-26 and laying between Upward Road and Crest Road on Garrison Lane in Hendersonville, NC, being tax parcels 958-738-0701 (13.43 Acres), 958-738-7266 (18.65 Acres), 958-727-9887 (4.88 Acres) & 958-728-7026 (1.89), and being more particularly described on that plat recorded in Plat Book 2021 at Slide 13013, in the Henderson County, North Carolina Register of Deeds Office, hereinafter "Petition."
2. An investigation has been completed as required by N.C.G.S. § 160A-58.2 of the Petition for compliance with the requirements of N.C.G.S. § 160A-58.1.

Based upon this investigation, I find that

1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.
2. The nearest point on the proposed satellite corporate limit is approximately 6,283 from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.
3. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S. 160A-58.1(a).
4. No point on the propose satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.
5. The satellite area is situated so the City will be able to provide the same services within the proposed satellite corporate limits that is provided within the primary corporate limits.
6. The area proposed for annexation is not a subdivision as defined in N.C.G.S. §160A-376 (now N.C.G.S. § 160D-802).

7. The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.

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

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 25th day of March 2021.



Angela L. Reece, City Clerk





CITY OF HENDERSONVILLE
DEVELOPMENT ASSISTANCE DEPARTMENT
 100 N. King St. ~ Hendersonville, NC ~ 28792 Phone
 (828) 697-3010 ~ Fax (828) 697-6185
 www.hendersonvillenc.gov

PETITION REQUESTING ANNEXATION

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.
- ~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.
- ~A typed boundary description of the property, in digital format if possible.

Date 2/5/2021

Location / Property Address 1 Garrison Lane, Hendersonville, NC

List 10 digit PIN or 7 digit PID number See attached

Does this property adjoin the present City Limits?

☐ YES

☒ NO

Is the property within the ETJ?

☐ YES

☒ NO

Reason for annexation

Extension of water/wastewater service for industrial development.

Applicant Name

Economic Investment Fund of Henderson County

Address

330 N King St Hendersonville NC

Phone

828-692-6373

Fax

Email

brittany@hcped.org

Property Owner: Name

Economic Investment Fund of Henderson County

Address

330 N King St Hendersonville NC

Signature

Printed Name

Kelly Jordan James Cormas

Brittany Brady

Official Use:

DATE RECEIVED: _____

Kelly Jordan, CAO, Marlboro Development/ James Cormas GM, Jabil/ Brittany Brady,
 President EIF

City of Hendersonville Annexation Description for a portion of Garrison Industrial Park of Economic Investment Fund of Henderson County, Slide 13013;

Beginning at a Point in the Northern Margin of pavement for Crest Road, S.R. 1803 and in the centerline of Bat Fork Creek.

Point also stands N 49°00'13"E 93.82' from an existing MagHub with N.A.D. 83/2011 coordinates
N- 577656.793' E- 982715.379';

Thence with the centerline of Bat Fork Creek the following 24 courses;

N 06°48'07" E a distance of 6.97';

Thence N 08°36'19" W a distance of 35.78';

Thence N 01°46'15" W a distance of 54.53';

Thence N 17°52'49" W a distance of 28.71';

Thence N 07°39'07" W a distance of 34.17';

Thence N 15°03'54" W a distance of 23.99';

Thence N 00°02'47" E a distance of 28.47';

Thence N 21°29'09" W a distance of 49.33';

Thence N 09°58'43" E a distance of 18.47';

Thence N 45°37'46" E a distance of 11.56';

Thence N 00°12'24" E a distance of 24.04';

Thence N 17°52'54" W a distance of 24.72';

Thence N 06°15'21" E a distance of 20.89';

Thence N 12°55'42" W a distance of 26.27';

Thence N 07°31'11" E a distance of 130.93';

Thence N 06°59'55" W a distance of 27.47';

Thence N 11°09'39" W a distance of 38.55';

Thence N 12°38'58" E a distance of 35.87';

Thence N 08°28'36" W a distance of 30.15';

Thence N 21°37'00" W a distance of 17.36';

Thence S 69°51'41" W a distance of 17.15';

Thence N 63°30'55" W a distance of 21.17';

Thence N 35°27'19" W a distance of 51.70';

Thence N 13°15'14" W a distance of 16.35' to a point in the centerline of Bat Fork Creek which stands S 55°19'05"E 16.71' from an existing Capped Rebar;

Thence leaving the centerline of Bat Fork Creek S 84°07'47" E passing a #4 Rebar set online at 21.17, common corner of Lot 1 and Open Space slide 13013 and a #4 Rebar set online at 26.91' and an existing 1/2" Iron Pipe online at 189.56', a distance of 248.72;

Thence N 14°38'37" W a distance of 361.32 #4 Rebar set, which stands S17°14'37"E 9.63' from an existing #5 Rebar;

Thence N 08°15'35" E passing a #4 Rebar set online at 355.69', a distance of 383.21 to a point in the centerline of Dunn Creek;

Thence with the centerline of Dunn Creek the following 16 courses

N 53°47'57" E a distance of 22.04';

Thence N 49°53'23" E a distance of 28.33';

Thence N 50°49'44" E a distance of 25.79';

Thence N 59°45'10" E a distance of 32.06';

Thence N 78°56'59" E a distance of 22.89';

Thence N 59°45'34" E a distance of 25.79';

Thence N 29°47'06" E a distance of 14.58';

Thence N 44°32'54" E a distance of 27.68';

Thence N 51°23'01" E a distance of 22.78';

Thence N 70°48'26" E a distance of 24.53';

Thence N 62°34'17" E a distance of 31.58';

Thence N 81°04'48" E a distance of 23.40';

Thence S 78°45'41" E a distance of 24.00';

Thence N 81°46'42" E a distance of 26.36';

Thence S 66°58'34" E a distance of 14.74';

Thence S 83°40'09" E a distance of 69.31' to a point in centerline of Dunn creek in the Western margin of the 60' Right of Way for Commercial Boulevard, S.R. 1970, which stands S 11°17'07"E 131.02' from an existing 1" Iron Pipe the common corner of Lot 5 and Lot 10 in the Western margin of Commercial Boulevard, Appleland Business Park, Slide 1652 and Slide 1927. Also the Southeastern corner of said Lot 10;

Thence with the Western margin of said right of way S 11°17'07" E a distance of 90.69'to a #5 Rebar set;

Thence with the same on a curve turning to the left with an arc length of 92.91', with a radius of 49.99', with a chord bearing of S 11°23'54" E, with a chord length of 80.10',to an Existing #5 Rebar;

Thence with a portion of the revised private 60' drive easement, shown on Slide 12957, on a curve turning to the left with an arc length of 204.87', with a radius of 208.62', with a chord bearing of S 41°40'21" E, with a chord length of 196.74',to a point;

Thence S 69°48'22" E a distance of 121.91'to an in Eastern margin of said revised 60' private drive easement;

Thence with said Eastern margin of said drive easement on a curve turning to the right with an arc length of 128.32', with a radius of 280.00', with a chord bearing of S 33°09'07" E, with a chord length of 127.20', to a #4 rebar set at the Northwestern corner of Lot 3, also corner of Lot 2, Garrison Industrial Park of Economic Investment Fund of Henderson County, Slide 13013;

Thence with common line of Lot 3 and Lot 2S 85°01'08" E a distance of 500.04'to a #4 Rebar set common corner of Lot 3 and Lot2;

Thence S 47°17'57" E a distance of 303.92'to an existing bent 3/4" Iron pipe, common corner Lot 3 and Lot 2;

Thence S 05°40'45" E a distance of 695.04'to an existing 3/4" Iron pipe, Southeast corner Lot 3;

Thence S 79°29'24" W, passing an existing 1/2" Iron Pipe online at 71.45', a distance of 424.46'to an Existing 1" Iron Pipe;

Thence N 75°16'57" W, passing an existing T-Post online at 653.51' a distance of 690.86'to an existing Capped Rebar, common corner Lot 3 and Lot 4;

Thence S 07°34'20" W, passing an existing 1" Iron Pipe at 371.44' and an existing 1/2" Iron Pipe at 401.19', a distance of 421.28'to a point in the Northern margin of pavement for Crest Road, S.R. 1803;

Thence with said margin of pavement on a curve turning to the right with an arc length of 187.71', with a radius of 467.56', with a chord bearing of N 82°10'43" W, with a chord length of 186.45',to a point;

Thence N 70°40'39" W a distance of 24.29'to a point;

Thence N 69°09'51" W a distance of 24.29'to a point;

Thence N 65°39'49" W a distance of 46.48'to a point;

Thence N 63°35'46" W a distance of 48.59'to a point;

Thence N 63°00'33" W a distance of 186.63'to a point in the Northern margin of pavement Crest road and the centerline of Bat Fork Creek; which is the point of beginning,

Having an area of 1801595.3 square feet, 41.36 acres



City of Hendersonville
March 2021

Garrison

Section 5, Item M.

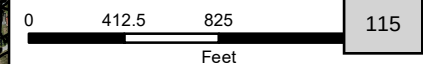
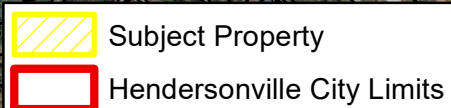
P21-16-ANX

Distance Map

Community Development Department

Approximately 6,283 feet from the City of Hendersonville Corporate Limits

PINs: 9587-38-0701,
9587-38-7266,
9587-28-7026,
9587-27-9887
Approximately 41 Acres





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Tom Wooten, Public Works Director
MEETING DATE: April 1, 2021

AGENDA SECTION: CONSENT
DEPARTMENT: Public Works

TITLE OF ITEM: Resolution Declaring Property Surplus & Authorizing Donation – *Tom Wooten, Public Works Director*

SUGGESTED MOTION(S):

I move that City Council adopt the Resolution declaring certain property as surplus and authorizing its donation to the Habitat for Humanity.

SUMMARY:

The City of Hendersonville Public Works Department is in need of disposing of five office desks and one credenza which are no longer of use. Staff have entered the items for auction on GovDeals.com for a period of two weeks on March 9th and March 25, 2021 and have not received any bids. Staff request the items be declared as surplus and for them to be donated to the Habitat for Humanity for use in their training facility.

BUDGET IMPACT: \$0

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

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

ATTACHMENTS:

Resolution

NOTICE OF INTENT TO AUTHORIZE DONATION OF SURPLUS PROPERTY

Notice is hereby given that the City of Hendersonville City Council will consider adopting a resolution to declare certain property surplus and authorize donation to the Hendersonville Habitat for Humanity at their regularly scheduled meeting on Thursday, April 1, 2021, at 5:45 p.m., in City Hall on the Second Floor located at 160 Sixth Avenue E, Hendersonville NC. as follows:

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL DECLARING CERTAIN PROPEY SURPLUS AND AUTHORIZING DONATION

WHEREAS, the City Council of the City of Hendersonville desires to dispose of certain surplus property of the City; and

WHEREAS, the surplus property was advertised for sale on GovDeals.com for a period of two weeks on March 9, 2021 and again on March 25, 2021 and no bids were received; and

WHEREAS, the City Council believes that Habitat for Humanity could benefit from the surplus property.

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

1. The following described property is hereby declared to be surplus to the needs of the City:
 - a. 5 office desks with two connecting sections
 - b. 1 credenza
2. That said surplus property be approved for donation to Habitat for Humanity for use in its training facility.
3. That the City Clerk shall cause notice to be published in accordance with G.S. 160A-280.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of April 2021.

Angela L. Reece
 City Clerk

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

Posted 03/23/2021
<https://www.hendersonvillenc.gov>

Run one time: Wednesday March 24, 2021



Resolution #

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL DECLARING CERTAIN PROPERTY SURPLUS AND AUTHORIZING DONATION

WHEREAS, the City Council of the City of Hendersonville desires to dispose of certain surplus property of the City; and

WHEREAS, the surplus property was advertised for sale on GovDeals.com for a period of two weeks on March 9, 2021 and again on March 25, 2021 and no bids were received; and

WHEREAS, the City Council believes that Habitat for Humanity could benefit from the surplus property.

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

1. The following described property is hereby declared to be surplus to the needs of the City:
 - a. 5 office desks with two connecting sections
 - b. 1 credenza
2. That said surplus property be approved for donation to Habitat for Humanity for use in its training facility.
3. That the City Clerk shall cause notice to be published in accordance with G.S. 160A-280.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of April 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet

MEETING DATE: 3/1/2021

AGENDA SECTION: CONSENT

DEPARTMENT: Community
Development

TITLE OF ITEM: Contract with Land of Sky Council of Governments for 160D Review – *Lew Holloway, Community Development Director*

SUGGESTED MOTION(S):

I move that the City Council approve the resolution authorizing the City Manager to enter into a contract with Land of Sky Council of Governments to review City ordinances for compliance with Chapter 160D of the North Carolina General Statutes.

SUMMARY:

The North Carolina General Assembly enacted Chapter 160D which requires all local governments to update all land use ordinances by July 1, 2021. Due to the large number of development projects, the Community Development Department does not have time to review all of our ordinances. Therefore, we are recommending the hiring of Land of Sky Council of Governments to assist in the reviewing of the ordinances and ensure compliance with Chapter 160D.

BUDGET IMPACT: \$ 10,000 – Phase I

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

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

Proposed Resolution

Proposed Contract

Resolution #__-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE
THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LAND OF SKY COUNCIL
OF GOVERNMENTS**

WHEREAS, the North Carolina General Assembly has enacted Chapter 160D of the North Carolina General Statutes; and

WHEREAS, Chapter 160D requires all local governments to review and update all land use ordinances and regulations by July 1, 2021; and

WHEREAS, the Community Development Department has very limited time to complete this review and update because of the significant number of development projects; and

WHEREAS, Land of Sky Council of Governments has reviewed and updated land use ordinances and regulations for other local governments.

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

1. The City Manager is authorized to enter into a contract with Land of Sky Council of Governments to assist the City of Hendersonville with compliance with Chapter 160 D of the North Carolina General Statutes, in the amount not to exceed \$10,000 for Phase I and \$10,000 for Phase II, as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of April, 2021.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



Contract No. _____

MEMORANDUM OF AGREEMENT

between

LAND OF SKY REGIONAL COUNCIL

and

CITY OF HENDERSONVILLE

for the provision of Technical Assistance

March 1, 2020 through June 30, 2022

This **AGREEMENT**, entered into on the March 12, 2020, by and between the Land of Sky Regional Council of Governments (hereinafter referred to as the "Council") and the City of Hendersonville, North Carolina (hereinafter referred to as the "Local Government"); **WITNESSETH THAT:**

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972. Technical assistance shall consist of the provisions of services as described in Attachment A, which is herein made part of this Contract;

WHEREAS, the Local Government has requested the Council to provide such technical assistance to the Local Government and;

WHEREAS, the Council desires to cooperate with the Local Government in every way possible to the end that the proposed activities are carried out in an efficient and professional manner;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **Personnel and Scope**

That during the period of this Contract, the Council will furnish the necessary trained personnel to the Local Government. This will be a phased contract – Phase I to be completed June 30, 2021; Phase II will begin July 1, 2021 and continue through June 30, 2022.

General Scope of Work will include assistance in general planning and administration of the Local Government's plans, grants, special projects, ordinances, and regulations as directed by the Department Director. It is understood that priority changes and/or substitutions may be made by the Department Director as needed to include work in such areas as floodplains, zoning, or other planning-related topics, not to exceed the dollar/time/travel amount of this contract.

Phase I Scope of Work: Staff will review the Local Government's zoning codes and make all necessary changes mandated by NCGS Chapter 160D by July 1, 2021. Staff will work with the City's Staff and Planning Board through the update process toward successful amendment and adoption.

Phase II Scope of Work: Staff will conduct a code audit through continued revision of local ordinance, code, and subdivision regulations to find concurrence with NCGS Chapter 160D and with City vision and direction.

2. **Compensation**

That for the purpose of carrying out this Contract, the Local Government will pay the Council a fee of \$52.00 per hour.

Phase I fee consists of a total, not-to-exceed amount of \$10,000 to be complete by June 30, 2021.

Phase II fees consist of a total, not to exceed amount of \$10,000 to be complete by June 30, 2022.

These technical assistance fees will be billed on an hourly basis to complete specific requests, as outlined in *Section 1: Personnel and Scope* above and directed by the Department Director.

3. **Termination/Modifications**

The Local Government or Council may terminate the contract by giving a thirty-day written notice to the other entity. Furthermore, if there is a need to amend the proposal outlined in Attachment A, either party may do so with the written consent of the other.

4. **Time of Performance**

The Council shall commence work on March 1, 2021 toward Phase I of the Scope of Work. The parties agree and acknowledge that in the event the work is not completed by the end of the Council's fiscal year on June 30, 2021, then the parties shall execute a mutually agreeable amendment containing the same terms and conditions as this Contract to fulfill the parties' obligations under this Contract through June 30, 2022, and any successive fiscal years.

5. **Changes**

The Local Government may from time to time request changes in the scope of work or services to be performed by the Council hereunder. Such changes, including any increases or decreases in the Council's compensation, which are mutually agreed upon by and between the Local Government and Council, shall be incorporated as written amendments to the Contract.

6. **Interest of Members, Officers, or Employees of the Council, Members of the Local Government, or Other Public Officials**

No member, officer, or employee of the Council or its agents; no member of the governing body of the locality in which the program is situated; and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year thereafter, shall have any financial interests, either direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interests in the program. The Council shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

7. **Nondiscrimination Clause**

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.

8. **Age Discrimination Act of 1975, as amended**

No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

9. **Section 504, Rehabilitation Act of 1973, as amended**

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

10. **E-Verify Provision**

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

City of Hendersonville

Land of Sky Regional Council

By: _____

By: _____

Title: City Manager

Title: Executive Director

Date: _____

Date: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

_____, Finance Officer Date _____

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SELECT A DESIGN FIRM TO PROVIDE ARCHITECTURAL SERVICES FOR THE FIRE STATION #1 CONSTRUCTION AND PARK RELOCATION PROJECT AND DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE SELECTED FIRM

WHEREAS, the City posted a request for qualifications for design services for the construction of a new Fire Station #1 and associate park redevelopment impacts and;

WHEREAS, ADW architects scored and ranked the highest among a group of reviewers; and

WHEREAS, firms DP3, SCN/Newell, and Little were the next highest ranking firms in order; and

WHEREAS, a contract for service is still to be established;

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

1. The City Manager is directed to negotiate a contract for design services with ADW Architects, and
2. If negotiations fail, the City Manager is directed to negotiate a contract with the next most qualified firm based on the rankings provided in the RFQ review sheet.
3. The final negotiated agreement shall be presented to City Council for its approval.

Adopted by the City Council of the City of Hendersonville, North Carolina 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



Request for Statement of Qualifications Architectural Services

The City of Hendersonville is requesting Statements of Qualifications from interested architectural firms for planning, design, and construction management services.

Responses due January 29, 2021

Introduction and Project Details

The City of Hendersonville, NC ("City") is seeking qualifications statements from a firm to complete planning, architectural and civil design, bidding and construction administration services for the following:

1. A new or expanded fire station and its related services.
2. Relocation of existing park facilities consisting of a mini-golf course, with the possible development of other recreational facilities at the same site, location to be determined.

If the construction manager at risk project delivery method is chosen by the City, the successful firm may be asked to work in coordination with a Construction Manager. It is the intent of the City to select the most qualified firm based on demonstrated competence and qualification for requested services. Firms interested in performing these services must exhibit relevant experience with this type of work, as outlined below and should emphasize both the experience and capability of the personnel who will perform the work.

Fire Station and Related Services

The City currently owns a 1.67-acre property located at 851 N. Main Street. The property is bordered by N. Church St., N. Main St., and Bearcat Blvd. The physical location of the project site is outlined in the image below, in red. The property has a tax identification number of 9568794916.



The property currently contains an existing Fire Station 1, parking area, green space, and outdoor recreational facilities (mini-golf and tennis court). The entire property is available for consideration in the design development process for a new Fire Station 1. The City encourages designs incorporating local historical, architectural features (e.g., Charles Stillwell) and modern sustainable design features, such as LEED.

Relocation of Existing Park Facilities

In addition to experience in designing Fire Stations and related services, the City requests firms submit a project team with experience in drafting park and recreational designs and master plans. The City intends to relocate or re-construct existing park and recreational amenities on a future property to be determined.

The City estimates the new park property will have an assessed acreage of 2.0 – 2.5 acres and be located within proximity of the current property. The City encourages submitting firms to detail park design related experience with particular emphasis on mini-golf courses, as part of their submittal.

In addition, other park experience may be submitted. Firms may partner with other firms or independent contractors to present a unified response to this Request for Qualification; however, information must be provided from all firms and associated independent contractors. If the Firm proposes to use subcontractors to perform any portion of the work, all information below must be submitted with respect to each subcontractor.

Project Scope

The project scope of work may include but shall not be limited to:

1. Compile and evaluate existing information regarding the project and site, including solicitation of input from City Staff.
2. Provide planning and evaluation services including but not limited to existing facilities surveys; site analysis, selection and development planning; condition assessment; economic feasibility studies; project financing; zoning review; on-site and off-site utility studies; and environmental studies and reports.
3. Perform all necessary field survey work to prepare necessary site plans and construction drawings. Survey shall be performed by a currently licensed Professional Land Surveyor in the State of North Carolina.
4. Prepare and submit the necessary design of the projects to the City's project review team.
5. Architect will attend and prepare presentation materials for public meetings upon request.
6. Perform all necessary coordination with the City, Henderson County, NCDOT, utilities, and any other interested party.
7. Prepare construction drawings, bid documents, specifications, drainage reports, geotechnical and/or environmental reports, cost estimates, and other documents as required.
8. Obtain all necessary permits required to construct the project.
9. Prepare construction cost estimates throughout the design phase of the project.
10. Provide construction administration services, including but not limited to, bidding, advertising, site inspection, negotiating pricing changes, reviewing, and approving pay applications and submittals, coordinating and leading progress meetings, developing punch lists, developing as-built drawings, and contract closeout.

Evaluation Criteria

At a minimum, all interested firms (or partnered firms) are required to submit a statement of qualifications and experience containing the following information:

1. **Summary.** A summary should provide a brief but thorough overview of how your firm can provide design services to the City. Include an introductory statement and a summary of your firm's experience with the work described above. Provide firm name, address, telephone number, email address, and contact person(s). Provide the year in which firm was established and any former names under which the firm operated, if applicable.
2. **Capacity.** Provide a complete description of project staff in the form of a graphic organizational chart and a staffing summary that addresses individual roles and responsibilities. Provide a resume for each of the staff members that may be involved in this project. Identify the Project Manager(s) and key staff proposed for these projects. The Project Manager(s) should have extensive experience in related work to these projects, both in scope and extent. A resume of each member of the team is necessary and should detail relevant experience, length of service with the firm and job duties during his/her tenure, educational background, and professional background.
3. **Experience.** Provide a list of all projects of similar size and scope completed by the firm within the past ten (10) years. This shall list the following as a minimum:
 - a. Owner's name and contact information (mailing address, email addresses and phone numbers).
 - b. Name, location, and detailed description of the project.
 - c. Design and construction cost of each project and number of change orders, including monetary impact of each.
 - d. Summary of project actual costs compared to original and revised project budget(s)/estimate(s).
 - e. Project start and completion dates.
 - f. Project staff and their role(s).
4. **References.** Provide at least three (3) references that the City may contact to verify your qualifications, experience and involvement in the stated activities and projects. Job title, telephone numbers, e-mail address and a physical address for each reference listed should be included in your statement of qualifications.
5. **HUB.** If the firm intends to utilize subcontractors for the Project, a statement of the good faith efforts the firm proposes to make to hire subcontractors that are historically underutilized businesses.

Firms may NOT include price estimates for completing the work, nor may they submit any suggested or preliminary sketches or design work for the work described above. Doing so will disqualify the firm's proposal from consideration.

Directions

The attached qualification statement evaluation will be used in the selection process. If awarded, the City intends to award the design work for both Projects to the best qualified Firm, or group of Firms submitting a unified response. A clear, well-defined scope of services will be established with the selected firm(s); a proposal including costs will be developed and submitted by the selected firm(s); and the work will proceed upon written authorization by the City.

A price for the work will be negotiated with the apparently most qualified firm (or partnered firms). If these negotiations are unsuccessful, the City will negotiate with the next-most qualified firm (or partnered firms). The City will continue in like manner until negotiations are successful. The successful firm/partnered firms will be required to enter into the City's standard professional services agreement. Notwithstanding the foregoing, the City may elect to terminate the process at any time.

Submissions must be sent in PDF format and emailed to amurr@hvlnc.gov by 5:00 p.m. Eastern Time (EST) on Friday, January 29, 2021. PDF files must contain the signatures of company representatives who are authorized to execute documents on behalf of the firm. The total length of the qualification statement, excluding cover letter or appendices, shall be no more than thirty (30) pages. Qualification statements received after the deadline will not be considered. The City reserves the right to reject any and all proposals received and to waive minor informalities. Incomplete proposal responses will not be considered.

Any questions regarding this request should be directed to Adam Murr, Sr. Budget & Management Analyst, City of Hendersonville, NC at (828) 233-2879 or amurr@hvlnc.gov.

The selected firm(s) will be notified by Friday, February 5, 2021 and will be expected to enter into an agreement with the City as soon as possible following notification.

The City of Hendersonville accepts no responsibility for any expense related to preparation or delivery of qualification statements.

It is the policy of the City of Hendersonville that all original documents, reports, studies and other data produced as a direct result of the services performed under the contract shall become the property of the City of Hendersonville. Any copyrighting of material produced, and data compiled as a result of the services performed by the successful firm(s) shall be in the City of Hendersonville's name. Where licensed material is incorporated as an integral component of the services provided the firm shall register the City as a licensed user and shall provide the City with one complete copy of the licensed material.

Per N.C. General Statute 143-64.31, Selection of a firm shall include the use of good faith efforts by the public entity to notify minority firms of the opportunity to submit qualifications for consideration by the public entity. It is the practice of the City to make a good faith effort to procure the submission of proposals by historically underutilized businesses as part of the in the selection process. The City seeks to provide all persons and businesses a fair and equal opportunity to participate in all aspects of its contracting and procurement programs and to prohibit any and all discrimination against persons or businesses in pursuit of these opportunities. The City of Hendersonville is an Equal Employment Opportunity Employer.

QUALIFICATION STATEMENT EVALUATION

Name of Firm: _____

Location of Firm: _____

Contact Person: _____

Name of Reviewer: _____

Minimum Content Checklist

Summary:

- Introductory statement ☐
- Summary of work ☐
- Full contact information (name, address, phone numbers, email, contact person) ☐
- Year firm established & any former names ☐
- Proof of licensure ☐

Capacity to Perform Required Services and Qualifications:

- Roles & responsibilities of each ☐
- Resumes included ☐

Experience:

- List of all similar projects over last 10 years ☐
- Owner's name and contact information ☐
- Name of project ☐
- Location of project ☐
- Detailed description ☐
- Start & completion dates ☐
- Design and construction cost and number of change orders ☐
- Project staff and roles ☐

References:

- At least 3 references provided ☐
- Job title ☐
- Phone number ☐
- Email address ☐
- Physical address ☐

Evaluation Criteria	Possible Points	Points Given
Understanding of the City's required tasks and needs as demonstrated in the qualifications statement	25	
Experience with similar projects comparable in type, size, and complexity	25	
Qualifications of the staff assigned to perform the work with this project	25	
Demonstrated ability of the Consultant to perform high quality work, control costs, and meet project schedules	25	

POINT TOTAL 100

STATEMENT OF QUALIFICATIONS
NEW OR EXPANDED FIRE STATION &
RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE



adwarchitects
environmentsforlife
architecture planning interiors



SECTION 1

SUMMARY



*Charlotte Fire Station No. 10
(National Fire Station of the Year 2006 - Fire Chief Magazine)*

January 29, 2021

At **ADW Architects**, we are passionate about public safety design. Everything we do is inspired by our belief that spaces shape our lives. Listening and leading with passion, a collaborative spirit, and innovative design solutions, we partner with our clients to transform their visions into meaningful **environments...for life**.

We are pleased to submit this statement of qualifications for your consideration of ADW Architects to perform professional services for a new or expanded fire station and its related services and relocation of existing park facilities. Our firm has extensive experience in the planning and design of fire stations throughout the Carolinas and we are also very experienced in park facility design.

First responders put their lives on the line every day to protect our communities. We believe that the design of efficient, distinguished, and durable public safety facilities is of paramount importance. We recognize that these buildings not only serve as a beacon of safety in the community, but they also must function properly to increase the safety of the community they serve.

ADW Architects has been providing architecture, planning and interior design services on projects throughout the country since 1977. We operate from a single office located at Six Coliseum Centre in Charlotte, NC. Our services include space-need studies & master planning, full architectural and engineering services, interior design, furniture selection and procurement, and security design services.

Our comprehensive portfolio includes fire stations, EMS Headquarters, 911 Centers, EOCs, police facilities, park and recreation facilities, DSS, town/city halls, libraries, county office buildings, and many other civic facilities. ADW is very experienced in fire station design. We have designed over 30 fire stations for the cities of Hendersonville, Waynesville, Charlotte, Cary, Kenersville, Concord, Southern Pines, Charleston and Greenville SC, amongst many others. We are currently working with the cities of Greensboro and Asheville designing their new fire stations. We have extensive experience working with the Mecklenburg County Parks & Recreation Department, NC Division of Parks & Recreation and other parks & recreation departments in North Carolina.

We will approach your project with an open mind and a willingness to share our experience while eagerly learning of your experience and aspirations for this project. We offer a collaborative approach to design, considering ourselves as only one of many players on the team. We appreciate your consideration of ADW Architects and would welcome the opportunity to further present our qualifications to the City of Hendersonville.



Jim Powell, AIA
Managing Principal
jpowell@adwarchitects.com



Keith Carlyon, AIA, LEED AP
Senior Principal, Director of Public Safety Design
kcarlyon@adwarchitects.com

STATEMENT OF QUALIFICATIONS
FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE



OUR DESIGN PHILOSOPHY:

We work collaboratively, listening & leading, & communicating effectively.

We offer direct partner involvement & consistent project team personnel.

We customize our design approach for each project.

We design buildings that are sustainable, respecting the environment and the local identity.

We design buildings that "fit" our client's construction budget.



Six Coliseum Centre
2815 Coliseum Centre Drive, Suite 500
Charlotte, NC 28217
704.379.1919 (t)
704.379.1920 (f)

www.adwarchitects.com

ADW Architects has extensive experience in the planning and design of fire stations. We believe we are an industry leader in both "functional" fire station design and "aesthetic" fire station design. As you can see from viewing our fire station projects, ADW Architects is experienced in providing architectural design in all "styles" of architecture. We have completed many fire stations that have a "historic", traditional "fire house" feel to them. We have also designed stations that have a more contemporary feel to them, and even stations that might be termed "transitional" in their design, being something between traditional and contemporary. We design fire stations to fit in and be in harmony with their surrounding context.

ADW has been doing park and recreation work for over 40 years. We have partnered with land planning firms experienced in park work on many large scale new park development projects, along with multiple park addition projects. We are experienced and excel in creating built environments that blend with the existing park environment.

We have a staff of 38 people, including 20 licensed architects, 5 construction administrators, 3 interior designers, and several design and specialty support staff members. We are organized into teams. Because we are a team-oriented company, we are able to give the quality service and personal attention of a small company, with the flexibility of a large one. Our firm size and "Team" concept allows us to adjust the size of our project teams in order to meet tight time deadlines.

Our Managing Principal for this project would be Jim Powell, AIA. Jim has 35 years of experience with over 30 years of experience in both public safety and park projects. Our Senior Principal and Director of Fire Station Design is Keith Carlyon. Keith has over 28 years of experience and has worked almost exclusively on public safety projects while at ADW. He has been the team leader for all of our Fire Station projects.

Our engineering consultants were selected based on experience, qualifications, and previous collaboration on similar projects. Our civil engineer, Mattern & Craig, has worked with the City of Hendersonville previously and understands the local planning & zoning codes and site engineering requirements very well. We have also selected Stewart as our structural engineer, who we have worked with on numerous fire station projects. Our MEP Engineer, RN&M Engineers, has worked with ADW on multiple public safety projects and they too worked with ADW on the Hendersonville Fire Station No. 2 project. All 3 of these consulting engineering firms are currently working with ADW and the City of Hendersonville on the new police station project.

We have also teamed with the land planning & civil engineering firm Benesch. Benesch is very experienced in the master planning and design of municipal park projects. Benesch has designed many splash-pads & other interactive aquatic park amenities. Examples of their work are shown in this SOQ. ADW has worked with Benesch for over 20 years on park projects and municipal public safety projects.

ADW Architects has completed a number of projects which included mini-golf courses. We have designed "Frankie's Fun Parks" for multiple locations. These fun parks included mini-golf courses. Being a specialty design item, most mini-golf courses are competed using a design build approach, where a company designs the course and also builds them. We have worked with these companies to coordinate mini-golf courses into the fun parks we have designed. We can lead the process for the City in getting one on board for this project. Please see page 24 for more information.

see proof of licensure in the Section 6 Appendix page i

STATEMENT OF QUALIFICATIONS
FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE



F.I.E.R.O. - Honor Award
 Greenville, SC Fire Station No. 1



F.I.E.R.O. - Recognition Award
 Cary Fire Station No. 8

YEAR FIRM WAS ESTABLISHED:

ADW Architects, P.A. has been providing architectural, planning and interior design services on projects throughout the country since 1977.

*Atkinson Dyer Architects, P.A.
 1977-1987*

*Atkinson/Dyer/Watson Architects, P.A.
 1987-2001*

ADW Architects, P.A. since 2002



F.I.E.R.O. - Recognition Award
 Charlotte Fire Station No. 39



F.I.E.R.O. - Recognition Award
 Waynesville Fire Station No. 1

a brief but thorough overview of how your firm can provide design services to the City

ADW's methods, approach and controls used on all our fire station projects are very similar. Our overall approach can be stated as follows: "Interactive, Participatory, Consensus Building."

What that means is that on all of our fire station projects we do the following:

- We work **collaboratively**, listening and leading, and communicating effectively.
- We provide **consistent** project team personnel.
- We **customize** our design for each project.
- We design buildings that are **sustainable** and energy efficient.
- We design buildings that "fit" our client's construction budget.

PHASE I-CONCEPTUAL PHASE / PROGRAMMING

ADW uses a "customer service based" design process. This means that our design services entail working with our public sector clients to discover their specific goals and objectives for their project, and gearing our design approach to meet those goals. We employ a 6 step process to get the project off to a good start as follows:

Step 1: Meet with the City's project team, review program work done to date and discuss project scope and project budget.

Step 2: Formulate "Initial" design concepts to achieve the City's program and budget objectives, via plans, sketches and 3-D analysis, and provide cost estimation for these concepts.

Step 3: Thoroughly review "Initial" concepts with our engineering team to analyze and think through how our initial identified concepts would work, also looking at life cycle and operating costs.

Step 4: Present viable concepts to the City and refine the designs based on feedback.

Step 5: Continue to work with the City to study both the pros and cons to each concept and option, all the while keeping a watchful eye on the original goals, objectives, and budget. Modify our design concepts and our cost estimates based on owner feedback.

Step 6: Provide a synopsis of the design concept deemed the best in meeting the City's goals and objectives using the following criteria:

- Programming and project scope objectives met
- Budget objectives met
- Overall project schedule established
- Other City goals and objectives met

Further Steps...

We then move forward into the development of the design and detailing of the project through the typical phases of design and construction.



PHASE II-DESIGN AND PRECONSTRUCTION PHASE

SCHEMATIC DESIGN

Schematic Design will establish overall site and building plans, provide narratives of proposed structural and mechanical systems, and begin to identify the general physical appearance. ADW works with our engineering consultants to select and review the overall design intent of each building system. Meetings are held to make sure the systems identified are appropriate for each particular project. The City's goals and objectives drive this integrated design and decision making process. We provide 3-dimensional exterior and interior views to help the owner understand our proposed design. **Cost Estimate** – at the end of schematic design, our professional cost-estimating consultant provides an in-depth 48-division breakout of construction costs. If the project is not within budget, we work with the owner to make adjustments in the design to get the project in budget. We do not move forward into design development until the project is in budget.

DESIGN DEVELOPMENT AND CONSTRUCTION DOCUMENTS

The Design Development and Construction Document phases of a project are extremely important in that it is during these phases of the process that most of the “details” of a project are worked out. It is crucial to the success of a project that these details reinforce the design. Thorough documentation of the design is a “must.” **Cost Estimate** – at the end of design development and construction documents, our professional cost-estimating consultant provides an in-depth 48-division breakout of construction costs. If the project is not within budget, we work with the owner to make adjustments in the design to get the project in budget. We do not move forward until the project is in budget.

PHASE III-CONSTRUCTION PHASE

ADW Architects is very experienced in providing quality construction administration services to our clients. In our opinion, it is crucial that the entire design team, including architects and engineers, be involved in the construction administration process. The design team must work cohesively with the contractor to take two-dimensional drawings and create a three dimensional facility.

ADW has its own in-house construction administrators who are experienced in public facility construction and work closely with the design team, and owner or owner representative(s). The construction contract administration department is involved in all design projects within the company. This department's involvement starts during the design phase to ensure the design incorporates practical knowledge from construction experience. This method also ensures continuity from design through construction so the physical work can be reviewed effectively for quality and consistency with the design intent. Our construction administrators get involved early in the design phase so the project flows smoothly from construction documents to bidding and into construction. **Site visits during the construction administration phase are provided by the ADW's construction administrator and our consulting engineers. We understand the timeliness needed to complete site visits, get owner approvals, write reports and respond to requests by the owner and the contractors.** Final “punch-out” and owner orientation to building systems is also an important step to the process. We make sure closeout information items such as maintenance procedures, warranty information, and record drawings are fully communicated to our clients.

STATEMENT OF QUALIFICATIONS FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES CITY OF HENDERSONVILLE



Asheville Fire Station No. 13



Greenville, SC Fire Station No. 3



Lake Park Splash Pad - Benesch



Cary Fire Station No. 9



Frankie's Fun Park

SECTION 2

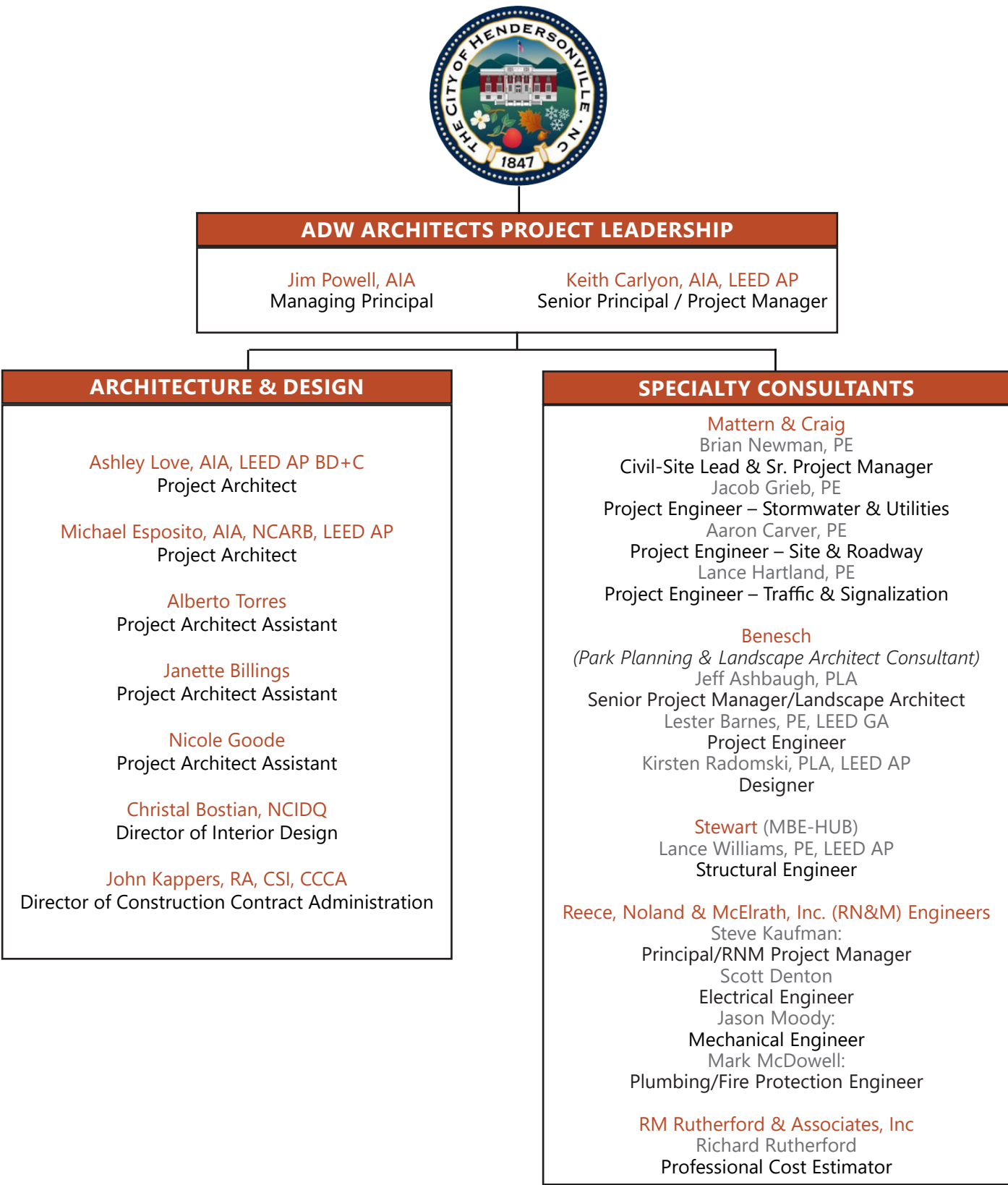
CAPACITY



Southern Pines Fire Station No. 2 with EMS Sub-Station

the Consultant shall provide an organizational chart that identifies relationships and roles of each individual

We have organized our most talented and experienced personnel to fill each position on our project team. The distinguished staff illustrated here are highly regarded professionally and their past records of experience provide our team with confidence and sustained energy that would be invaluable to the proposed project.





Jim Powell, AIA

Education

Bachelor of
Architecture from the
University of North
Carolina at Charlotte

Registration

North Carolina 5454

Organizations

Member of the
American Institute of
Architects

Jim is a well-rounded architect with 35 years of experience, all at ADW, in all phases of practice. His experience and leadership abilities make him well qualified to lead our Project Team. As the managing principal he is responsible for overall project quality control. Jim is also an accomplished designer and former Director of Design for ADW Architects, and as such, he is very involved in the actual design of each of his projects. He is very experienced in both public safety design and parks and recreation design. Jim has led the design for the majority of ADW's parks and recreation projects.

Representative Projects:

Hendersonville Fire Station No. 2
Hendersonville City Hall Space Needs Study & Space Relocation Study
Hendersonville Police Department - CM@Risk
Asheville Fire Station No. 13 (pursuing LEED Silver)
Leicester Fire Station No. 1
Waynesville Fire Station No. 1
Cary Fire Station No. 8 & 9 (Green Build)
Morrisville Fire Station No. 2
Greensboro Fire Station No. 7 - CM@Risk
Greensboro Fire Station No. 56 - CM@Risk
Kernersville Fire Station No. 42
Charlotte Fire Station No. 10
Charlotte Fire Station No. 37 (Green Build)
Charlotte Fire Station No. 39 (Green Build)
Charlotte Fire Station No. 40 (Green Build)
Charlotte Fire Station No. 42 (LEED Gold)
Greenville, SC Fire Station No. 1 & 3 - CM@Risk
Pelham-Batesville, SC Fire Station No.1 & Headquarters
Clemson, SC Fire Station No 9-2
Charleston, SC Fire Station No. 14
Concord Fire Station No. 9
Southern Pines Fire Station No. 2 with EMS Sub-Station
Wake County Public Safety Center-Fire and EMS (Wendell, NC)
Berewick Recreation Center (Charlotte, NC)
Tom Sykes Recreation Center at Dilworth Elementary (Charlotte, NC)
Hickory Grove Recreation Center (Charlotte, NC)
Cordelia Park Building Mecklenburg County Parks & Rec. (Charlotte, NC)
Lewisville Community Center at to Jack Warren Park (Lewisville, NC)
Colonel Francis Beatty Park Planning & Facilities (Mecklenburg County, NC)
Reedy Creek Park Planning & Facilities (Mecklenburg County, NC)
Stone Mountain State Park Campground Expansion Project (Roaring Gap, NC)
Pilot Mountain State Park Visitor Center (Pinnacle, NC)
Roy Maness Nature Preserve Master Plan (Troy, NC)



Lake Pointe Hall
Colonel Francis Beatty Park
Charlotte, North Carolina



Lewisville Community Center
Lewisville, North Carolina



Concord Fire Station No. 9
Concord, North Carolina



Keith Carlyon, AIA, LEED AP

Senior Principal/Director of Fire Station Design
Project Manager/Lead Project Architect

Keith has 28 years of experience in many project types, but has specialized in municipal and government work. As the project manager & lead project architect he would establish the schedules, establish budgets, lead the space needs/programming process, lead the design process, lead/participate/oversee the production of the contract documents, lead the bidding & contract phase, & assist during construction administration. Keith has been with ADW since 1998.

Education

Bachelor of Arch. from
Texas Tech University

Registration

North Carolina 7463

Organizations

Member of the
American Institute of
Architects

Representative Projects:

Hendersonville Fire Station No. 2
Hendersonville Police Department - CM@Risk
Hendersonville City Hall and Operations Study
Asheville Fire Station No. 13 (pursuing LEED Silver)
Mooresville Fire Station No. 3 & 5
Waynesville Fire Station No. 1
Leicester Fire Station No. 1
Cary Fire Station No. 8 (Green Build)
Cary Fire Station No. 9 (Green Build)
Holly Springs Fire Station No. 3
Morrisville Fire Station No. 2
Kernersville Fire Station No. 42
Concord Fire Station No. 9
Charlotte Fire Station No. 10
Charlotte Fire Station No. 37 (Green Build)
Charlotte Fire Station No. 39 (Green Build)
Charlotte Fire Station No. 40 (Green Build)
Charlotte Fire Station No. 42 (LEED Gold)
Greensboro Fire Station No. 7 - CM@Risk
Greensboro Fire Station No. 56 - CM@Risk
Fayetteville Fire Station No. 12 (fire station design consultant)
Southern Pines Fire Station No. 2 with EMS Sub-Station
Greenville, SC Fire Station No. 1 - CM@Risk
Greenville, SC Fire Station No. 3 - CM@Risk
Clemson, SC Fire Station No 9-2
Tega Cay, SC Fire Station No. 2
Charleston, SC Fire Station No. 14
Fort Mill Fire Station No. 2
Pelham-Batesville, SC Fire Station No.1 & Headquarters
Wake County Public Safety Center-Fire and EMS (Wendell, NC)
MEDIC (Mecklenburg County EMS) Headquarters (Charlotte, NC) - CM@Risk
Wake County Main EMS (Garner, NC)
Union County Emergency Services Complex (Monroe, NC)
Cabarrus County EMS Headquarters (Concord, NC)
Concord City Hall - CM@Risk
Charlotte-Mecklenburg Police Department Central Division (pursuing LEED Certified) - CM@Risk
Charlotte Mecklenburg Police Department University Division (pursuing LEED Certified)
Garner Police Department (Green Build)
Garner Town Hall (Green Build)
Waynesville Government Center (Green Build)
Lewisville Community Center at Jack Warren Park



Fort Mill Fire Station No. 2
Fort Mill, South Carolina



Morrisville Fire Station No. 2
Morrisville, North Carolina



Ashley Love, AIA, LEED AP BD+C

Senior Associate/Project Architect

Ashley has been with ADW Architects since 2006. She has experience in several project types, but has focused mostly on public projects, especially public safety, serving as both a designer and project architect. As a project architect she would lead the production of the contract documents, lead the bidding and contract phase, and assist during construction administration.

Representative Projects:

Hendersonville Fire Station No. 2
 Hendersonville Police Department - CM@Risk
 Hendersonville City Hall Space Needs Study & Space Relocation Study
 Asheville Fire Station No. 13 (pursuing LEED Silver)
 Leicester Fire Station No. 1
 Cary Fire Station No. 8 & 9 (Green Build)
 Morrisville Fire Station No. 2
 Concord Fire Station No. 9
 Kernersville Fire Station No. 42
 Mooresville Fire Station No. 5
 Waynesville Fire Station No. 1
 Charlotte Fire Station No. 37, 39, 40 (Green Build)
 Charlotte Fire Station No. 42 (LEED Gold)
 Southern Pines Fire Station No. 2 with EMS Sub-Station
 Charleston, SC Fire Station No. 14
 Clemson, SC Fire Station No 9-2
 Wingate Government Center (Town Hall/Fire Station No. 1)
 Iredell Co. Public Safety Center-EMS, Fire Marshall, EOC, 911
 Cabarrus County EMS Headquarters
 Concord City Hall - CM@Risk
 Charlotte-Mecklenburg Police Department Central Division (pursuing LEED Certified) - CM@Risk
 Charlotte Mecklenburg Police Department University Division (pursuing LEED Certified)

Hendersonville Police Department
Hendersonville, North Carolina**Education**

Bachelor of Arch. from the UNC at Charlotte

NC Registration

North Carolina 13865

Organizations

Member of the American Institute of Architects



Michael Esposito, AIA, NCARB, LEED AP

Principal/Project Architect

Michael is a Principal in the firm and has over 25 years of experience in all phases of the practice. As a project architect, he would lead the production of the contract documents, lead the bidding and contract phase, and assist during construction administration. He has been with ADW since 1997.

Representative Projects:

Asheville Fire Station No. 13 (pursuing LEED Silver)
 Greenville, SC Fire Station No. 1 - CM@Risk
 Greenville, SC Fire Station No. 3 - CM@Risk
 Clemson, SC Fire Station No 9-2
 Wingate Government Center (Town Hall/Fire Station No. 1)
 Kernersville Fire Station No. 42
 Southern Pines Fire Station & EMS (Southern Pines, NC)
 Wake County EMS Regional Station Study
 Wake County Public Safety Center-Fire & EMS (Wendell, NC)
 Wake County Main EMS (Garner, NC)
 Frankie's Fun Park (Raleigh, NC)
 Tom Sykes Recreation Center at Dilworth Mecklenburg County Parks & Rec. (Charlotte, NC)
 Hickory Grove Recreation Center (Charlotte, NC)
 Cordelia Park Building Mecklenburg County Parks & Rec. (Charlotte, NC)
 Pilot Mountain State Park Visitor Center (Pinnacle, NC)
 Hanging Rock State Park Condition Assessment for Visitor Center (Danbury, NC)
 Lewisville Community Center at Jack Warren Park

Wingate Government Center
Wingate, North Carolina**Education**

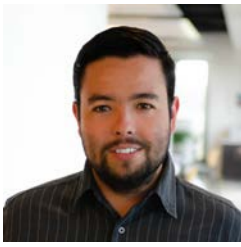
Bachelor of Architecture from the University of North Carolina at Charlotte

Registration

North Carolina 8927

Organizations

Member of the American Institute of Architects

**Education**

Bachelor of
Architecture from the
UNC at Charlotte

Alberto Torres

Junior Associate/Project Architect Assistant

Alberto joined ADW Architects in 2015. He is a talented designer well-versed in the architectural vocabulary of all design styles. He has experience in several project types, but has focused mostly on public safety projects.

Representative Projects:

Hendersonville Police Department - *CM@Risk*
Hendersonville City Hall and Operations Study
Leicester Fire Station No. 1
Greenville, SC Fire Station No. 3 - *CM@Risk*
Clemson, SC Fire Station No. 9-2
Tega Cay, SC Fire Station No. 2
Cary Fire Station No. 9 (*Green Build*)
Greensboro Fire Station No. 7 & 56 - *CM@Risk*
Kernersville Fire Station No. 42
Southern Pines Fire Station No. 2 & EMS
Fayetteville Fire Station No. 12 (*fire station design consultant*)
MEDIC (Mecklenburg County EMS) Headquarters - *CM@Risk*
Iredell County Public Safety Center
Wake County-Wendell Falls Public Safety Complex
Sampson Co. Public Safety Center (Clinton, NC)
Aberdeen Police Department



Fayetteville Fire Station No. 12
Fayetteville, North Carolina

**Education**

Master of Architecture
from University
of North Carolina
Charlotte

Bachelor of Arts in
Architecture from the
University of North
Carolina at Charlotte

Janette Billings

Junior Associate/Project Architect Assistant

Janette joined ADW Architects in 2016. She is a talented designer well-versed in the architectural vocabulary of all design styles.

Representative Projects:

Greenville, SC Fire Station No. 3 - *CM@Risk*
Asheville Fire/Public Safety Station (*LEED Silver*)
Leicester Fire Station
Hendersonville Police Department - *CM@Risk*
Cabarrus County EMS Headquarters (Concord, NC)
Wake County Public Safety Center-Fire & EMS (Wendell, NC)
Wake County Main EMS (Garner, NC)
Charlotte Mecklenburg Police Department Central Division (*pursuing LEED Certified*) - *CM@Risk*
Charlotte Mecklenburg Police Department University Division (*pursuing LEED Certified*)
Pilot Mountain State Park Visitor Center (Pinnacle, NC)
Lewisville Community Center at Jack Warren Park
Frankie's Fun Park (Huntersville, NC)



Cabarrus County EMS Headquarters
Concord, North Carolina

**Education**

Master of Arch. from
Hampton University

Nicole Goode

Junior Associate/Project Architect Assistant

Nicole is a talented designer well-versed in the architectural vocabulary of all design styles. She has experience in several project types, but has focused mostly on public safety projects. Nicole joined ADW Architects in 2018.

Representative Projects:

Greensboro Fire Station No. 7- *CM@Risk*
Greensboro Fire Station No. 56 - *CM@Risk*
Fort Mill Fire Station No. 2
Leicester Fire Station No. 1
Aberdeen Police Department
Union County Emergency Services Complex (Monroe, NC)
Lewisville Community Center at Jack Warren Park



Aberdeen Police Department
Aberdeen, North Carolina



Christal Bostian, NCIDQ

Senior Associate/Director of Interior Design

Christal brings 36 years of experience in commercial interior design. Her involvement begins with conceptual planning and works through the accessorizing of a facility prior to moving in. The levels of service she can provide on projects include space planning, interior building finish selections and specifications, furnishings selections and specifications, accessorizing and move management services. She has been with ADW since 1999.

Education

Associates of Arts in Interior Design from the Art Institute of Atlanta

Registration

National Council for Interior Design Qualifications #6627

Representative Projects:

Hendersonville Fire Station No. 2
Hendersonville Police Department - *CM@Risk*
Greenville, SC Fire Station No. 1 & 3 - *CM@Risk*
Tega Cay, SC Fire Station No. 2
Charleston, SC Fire Station No. 14
Cary Fire Station No. 8 & 9 (*Green Build*)
Charlotte Fire Station No. 10, 37, 39, & 40
Charlotte Fire Station No. 42 (*LEED Gold*)
Mooresville Fire Station No. 3
Southern Pines Fire Station No. 2 & EMS Station
Wingate Government Center (Town Hall & Fire Station)
MEDIC (Mecklenburg County EMS) Headquarters - *CM@Risk*
Iredell County Public Safety Center (Statesville, NC)
Wake Co.-Wendell Falls Public Safety Complex (Wendell, NC)
Waynesville Government Building (*Green Build*)
Frankie's Fun Park (Huntersville and Raleigh, NC)
Pilot Mountain State Park Visitor Center (Pinnacle, NC)



MEDIC Headquarters
Charlotte, North Carolina



John Kappers, RA, NCARB, CSI, CCCA

Principal/Construction Contract Administrator

John has 27 years of experience with governmental projects. He has worked extensively on public contracts including municipal, county, and state projects. He understands well the many intricacies of how public facilities need to be built. His experience as a designer, detailer, and coordinator give him a unique understanding of the construction process. His duties include construction administration, interpretation of the construction contract, certification of payments, reviewing of construction submittals, and recommendations as to modifications to the contract when necessary. He has been with ADW since 1994.

Education

Bachelor of Architecture from the University of Cincinnati

Registration

South Carolina 04672

Organizations

Member of The Construction Specifications Institute (CSI)

Representative Projects:

Hendersonville Fire Station No. 2
Hendersonville Police Department - *CM@Risk*
Asheville Fire/Public Safety Station (*LEED Silver*)
Leicester Fire Station No. 1
Cary Fire Station No. 8 & 9 (*Green Build*)
Concord Fire Station No. 9
Charlotte Fire Station No. 10
Mooresville Fire Station No. 3
Waynesville Fire Station No. 1
Charleston, SC Fire Station No. 14
Pelham-Batesville, SC Fire Station No.1 & Headquarters
Garner Town Hall (*Green Build*)
Garner Police Department (*Green Build*)
Concord City Hall - *CM@Risk*
Jonesville Government Building
Waynesville Government Building (*Green Build*)
UNC at Greensboro Police Facility (*LEED Silver*)
Colonel Francis Beatty Park Planning & Facilities (Mecklenburg County, NC)
Stone Mountain State Park Campground Expansion Project (Roaring Gap, NC)



Garner Town Hall
Garner, North Carolina



Brian Newman, PE
Civil-Site Lead & Sr. Project Manager

Experience: Brian has over 18 years of experience in survey and civil engineering for Municipal and DOT projects throughout Western North Carolina, Northeastern Tennessee, and Southwest Virginia. His extensive project experience includes a specialization in the areas of civil-site design development, project permitting and compliance, and systems inventory and condition assessments. Brian has worked with several municipal GES clients to assist in the assimilation of field survey, mapping, and utility and drainage infrastructure data to provide input for systems models ranging in size and complexity.

Education: B.S. Construction Engineering

Registered: PE / NC #044307 PE / VA #053054

Specialties: Geometric Layout and Profile Design; Grading Design and Earthwork; Storm Drainage and Stormwater Management Design; Erosion and Sediment Control; Water and Sanitary Sewer Systems; Field Survey and Field Inspection; Bidding and Construction Coordination, Construction Contract and Funding Administration.



Jacob Grieb, PE
Project Engineer – Stormwater & Utilities

Experience: Jacob is currently a Project Engineer & Project Manager specializing in stormwater, floodplain, stream restoration and natural channel design. In addition to stream restoration design, he also has provided construction oversight for stream restoration projects, designed and developed erosion and sediment control plans, developed vegetation/planting plans for stream projects, designing for stream restoration sites, and has performed field work for numerous BMP and erosion and sediment control projects.

Education: M.Eng. Civil Engineering-Water Resources; Certificate/Environmental Engineering;
 B.S. Civil Engineering

Registered: PE / NC #035097 PE / TN #117488 PE / VA #52610

Specialties: Project Management; Civil & Structural Engineering; Sewer Collection; Water Distribution; Storm Drainage & Flood Protection; Roadways



Aaron Carver, PE
Project Engineer – Site & Roadway

Experience: Aaron has extensive experience serving as Project Manager and/or Project Engineer for numerous projects throughout North Carolina and South Carolina. His expertise includes a broad range of site development projects that involve conceptual planning and design of multi-parcel residential designs, commercial developments, trail designs, and streetscapes. He is proficient in the use of Microstation and GEOPAK, and has also worked on multiple NCDOT, CDOT (Cherokee), SCDOT, TDOT, VDOT and municipal transportation projects.

Education: B.S. Civil Engineering

Registered: PE / NC #030453 PE / SC #37447

Specialties: Transportation & Traffic Engineering; Project Management; Roadway Design; Hydrology; Hydraulics; Storm Drainage Design; Traffic Control; Erosion Control; Site Design



Lance Hartland, PE
Project Engineer – Traffic & Signalization

Experience: Lance has specialized experience in transportation and traffic engineering, collaborating with municipal planners evaluating land use mix/density to minimize impacts to traffic and establishing appropriate street classifications and determining future roadway network improvements. He has completed designs for roadway systems, traffic signals, roadway signing systems; performed traffic impact analysis, parking studies, intersection/corridor safety analyses, and site circulation evaluations for various State DOTs, Cities/Towns, Counties, and Private Developers.

Education: B.S. Civil Engineering

Registered: PE / NC #047962 PE / VA #029340

Specialties: Traffic Studies & Analysis; Transportation Engineering



Jeff Ashbaugh, PLA

Senior Project Manager/Landscape Architect

Mr. Ashbaugh has over 30 years of experience in landscape architecture in both the public and private sector. His experience ranges from master planning, site analysis, site design, and construction documents of park and recreational facilities, athletic complexes, NCAA sport facilities, and trails. As a senior project manager, he brings a depth of expertise in recreational design, including several splash pads, for all types of state, county, and local government projects.

Keeley Road Park Splash Pad

Project Manager/Landscape Architect: Mr. Ashbaugh served as the landscape architect and project manager for this 15,000 sq. ft. interactive splash pad. Since the splash pad was located by a stream fed pond, the theme of the splash pad featured pond critters like fish, frogs, and rocks along a meandering stream bank. Responsibilities included conceptual design through construction documents, budget estimates, facilitating regulatory approvals, and bidding.

Scotland County Recreation Complex Splash Pad

Project Manager/Landscape Architect: Mr. Ashbaugh served as the landscape architect and project manager for this 50 acre community park. The park design included a large splash pad with an adjoining picnic shelter and restroom. Mr. Ashbaugh worked closely with County staff to develop the splash pad facility. Responsibilities included PARTF Grant writing, site design for County provided and installed restroom and splash pad elements.

Lester Barnes, PE, LEED GA

Project Engineer

Mr. Barnes has over 15 years of experience in Civil Engineering and has been involved in the development of plans for parks, commercial and residential sites, and other infrastructure improvements. His design expertise includes sanitary sewer systems, water, roadway, stormwater management and construction administration.

Harrisburg Park - Town of Harrisburg, NC

Project Engineer: Benesch developed an updated site master plan for this existing central park facility in Harrisburg. This renovated park will feature four soccer fields, two multi-purpose field areas, picnicking facilities, walking trails and loops, amphitheater and stage, splash pad and an inclusive playground.

Canton Swimming Pool

Project Engineer: Mr. Barnes served as project engineer during construction for site/civil work. This project involved replacement of a much loved community pool in Canton, North Carolina. Mr. Barnes coordinated utility design and replacement as well as preparing the NCDOT encroachment agreement.

Kirsten Radomski, PLA, LEED AP

Designer

Ms. Radomski has worked on a diverse range of landscape architecture design, graphic production and planning projects. Her experience includes several years working in Oxfordshire, UK, assisting in the production of Parkland Conservation Plans for historic landscapes. Her specialties include project renderings, master planning and construction documents.

Gaston County - Dallas Park Phase Two Improvements

Designer: Benesch assisted Gaston County with a master plan, detailed design drawings, and PARTF grant assistance to re-develop this 100 acre park. The park improvement program included a ballfield complex, splash pad, dog park, fitness trail, picnic shelters and other recreation facilities. Ms. Radomski's responsibilities included grading studies, site planning and other production support activities.

Irwin Creek Greenway Extension

Designer: This proposed greenway features a pedestrian bridge, trail canopy underneath a CSXT railway and 0.55 miles of trail designed to NCDOT standards. The greenway connects Ray's Splash Planet, Elmwood Cemetery and the NC Music Factory. Ms. Radomski worked with project engineers to establish a corridor alignment and illustrate design intent through plan and section views.



STATEMENT OF QUALIFICATIONS
FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE

Education

BLA, University of Georgia

Years of Experience: 30

Years with Benesch: 18

Registrations and Certifications

Registered Landscape Architect:
NC - 943; GA - LA001849
SC - LSA 1486

Education

BS, Civil Engineering University
of Tennessee Knoxville

Years of Experience: 15

Years with Benesch: 6

Registrations and Certifications

Professional Engineer:
NC - 40973; SC - 31224

NCDOT Level III Designer of
Erosion Control Plans - No. 4156

Education

BLA, University of GA

MS, City and Regional Planning,
GA Tech

Years of Experience: 8

Years with Benesch: 6

Registrations and Certifications

Registered Landscape Architect:
NC - 1988; CT - 1440; TN - 1127

CLARB Certified

Charlotte-Mecklenburg Certified
Site Inspector (CMCSI)



STEWART

**LANCE WILLIAMS** PE, LEED AP**AVP | MANAGER OF STRUCTURAL ENGINEERING**

Lance has 24 years of experience including 17 years with Stewart. Lance's project portfolio includes work in all market sectors, and specifically civic facilities such as emergency operations, fire stations and police stations, and K-12 schools, in addition to higher education projects. Lance is a leader within our company, providing oversight and management of projects, personnel, and general administration. Lance has worked on dozens of municipal projects in tandem with ADW, and our teams work seamlessly together to see projects through to completion.

RELEVANT EXPERIENCE**Hendersonville Fire Station #1 Assessment | Hendersonville, NC | Project with ADW**

Structural Project Manager/Engineer-of-Record | Stewart provided a structural assessment for the fire station. Our work included visiting the site, talking with on-site personnel, and walking the interior and exterior of the fire station. During our site walk, we noted any damage or deterioration. We prepared a final report noting all potential structural issues that were observed. We also evaluated a portion of the existing framing to determine if an exterior balcony could be enclosed.

Hendersonville Fire Station #2 | Hendersonville, NC | Project with ADW

Structural Project Manager/Engineer-of-Record | This project consists of a new 12,000-square-foot 3-bay fire station. The building is a single-story building that includes conference rooms, offices, a kitchen, and dormitory spaces. The structural system consists of steel beams and girders bearing on masonry walls, supporting Tectum roofing in the apparatus room. Large skylights provide natural light into the administrative and conference room spaces.

Hendersonville Police Headquarters | Hendersonville, NC | Project with ADW

Structural Project Manager/Engineer-of-Record | Stewart is providing structural engineering on this new, two-story, 26,215-square-foot building. It is expected to open in August of 2021.

Fire Station #8 | Cary, NC | Project with ADW

Structural Project Manager/Engineer of Record | Cary Fire Station No. 8 is a 14,398-square-foot, 3-bay joint-use facility. With its completion, both fire protection and a police station serve the southwest area of Cary. This three-bay station houses a Ladder Company, Engine Company, and a Battalion Chief. The facility has both single-story spaces over the apparatus room and two-story spaces for offices and dormitory facilities. The structural framing has steel beams and columns supporting the second floor. Steel joists and roof beams support the roofs over the two-story side and apparatus bay. This project is LEED Gold equivalent with special BMP's, reclaimed water, as well as many energy efficient strategies.

Charlotte Fire Station #42 | Charlotte, NC | Project with ADW

Structural Project Manager/Engineer-of-Record | This 11,960-square-foot fire station provides protection in the Eastland Mall area of Charlotte, as well as serve as an anchor to the on-going revitalization of the Central Avenue corridor. This three-bay station houses a ladder and an Engine Company. A LEED principle-based Green Building Study was performed for this project that became the basis for the department's sustainable building standards. Steel roof joists bear on exterior masonry and insulated concrete form walls.

Kernersville Fire Station | Kernersville, NC | Project with ADW

Structural Project Manager/Engineer-of-Record | The 19,120-square-foot facility houses a 4-bay, double-deep apparatus room, living quarters, exercise areas, training rooms, and administration headquarters. The facility has a lobby space to showcase an old 1923 fire truck. The rear of the property includes two multi-story, free-standing training structures for firefighter demonstrations and practice. Stewart designed the structural systems for the building from the slab to the roofs including foundations for the fire training structures.

 Mooresville Fire Station #9 | Mooresville, NC | Project with ADW

Structural Project Manager | Stewart provided Structural engineering for this small fire station that houses one engine company, one ladder company and a Battalion Chief. It covers several residential areas in the center of town. Design drawings for this station were based on a prototype design used with success for another station in Mooresville, with modifications to fit this site.

EDUCATION

Bachelor of Science in Civil Engineering (concentration in Structural Engineering)
University of North Carolina at Charlotte

REGISTRATION

Professional Engineer (PE):
North Carolina #26465
South Carolina #22921
Ohio #82122

US Green Building Council
LEED Accredited Professional

Central Piedmont
Community College
Respiratory Therapy
Advisory Committee

STATEMENT OF QUALIFICATIONS**FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE**

**Stephen C. Kaufman**

Professional Engineer
LEED Accredited Professional
President

FIRM

RN & M 38 Years

Total Years of Experience 40 Years

EDUCATION

NC State University BSME

REGISTRATION

Professional Engineer

NC# 12996; VA# 22570; GA# 032438;

MS# 21335

AFFILIATIONS / ACTIVITIES

NSPE -- National Society of

Professional Engineers

ACEC -- American Council Of

Engineering Companies

Certified Peer Reviewer

In addition to serving as the firm's president/general manager, Steve has 40 years experience in the engineering field, including project management and HVAC design. Experience includes both new and renovation/retrofit work at numerous schools, colleges, and various local government buildings. Many projects have featured significant sustainable design features such as rainwater collection, day lighting, solar, and geothermal heat pumps. Steve has extensive experience managing project production with attention to quality control and project budget.

PROJECT EXPERIENCE**Town of Hendersonville, North Carolina**

* Fire station #1 * Fire station #2

City of Asheville, North Carolina

*Broadway Public Safety Station (Police, Fire, EOC)

Town of Sylva, North Carolina

*Fire Station Additions & Renovations * New Police Station

Town of Waynesville, North Carolina

*New Fire Station *Police Department Additions and Renovations

Town of Clyde, North Carolina

* New Fire station

Haywood Community College, Clyde, NC

* Public Safety Training Center

Haywood County, Waynesville, North Carolina

* Animal Services Facility * 911 Center * EMS Center

Jackson County, Sylva, North Carolina

* New 911/Emergency Operations Center

Henderson County, Hendersonville, North Carolina

* New Emergency Service Facility

**J. Scott Denton**

Professional Engineer
Principal

FIRM

RN & M 20 Years

EDUCATION

App. State University B.S. Physics,

University of Tennessee BSEE

REGISTRATION

Professional Engineer

NC# 35223; TN# 112290; SC# 27646

Mr. Denton is the electrical department head and provides oversight of all electrical design functions during design for coordination and system application. Projects include electrical design for renovations and new construction for several public safety facilities. Work scope includes load calculations, lighting design, electrical system design and layout, power distribution design, and equipment selection. Scott has experience in design of sustainable lighting systems and photovoltaic systems.

PROJECT EXPERIENCE**Town of Hendersonville, North Carolina**

* Fire station #2

City of Asheville, North Carolina

*Broadway Public Safety Station (Police, Fire, EOC)

Town of Sylva, North Carolina

*Fire Station Additions & Renovations *New Police Station

Town of Waynesville, North Carolina

*New Fire Station *Police Department Additions and Renovations

Town of Leicester, North Carolina

* New Fire station

Haywood Community College, Clyde, NC

* Public Safety Training Center

Haywood County, Waynesville, North Carolina

* Animal Services Facility * 911 Center * EMS Center

Jackson County, Sylva, North Carolina

* New 911/Emergency Operations Center

Henderson County, Hendersonville, North Carolina

* New Emergency Service Facility

**Jason L. Moody**

Professional Engineer

FIRM

RN & M 17 years

EDUCATION

Old Dominion University

BSET 2001, Magna Cum Laude

Western Carolina University MPM

United States Navy

Naval Nuclear Power Program

Engineering Duty Officer Program

REGISTRATION

Professional Engineer

NC# 32224; VA# 41750

AFFILIATIONS / ACTIVITIES

ASHRAE

Project Management Institute

Mr. Moody is the mechanical department head with specialties in energy analysis/modeling and sustainable design. His depth of experience includes engineering and design of all aspects of facility HVAC systems. He has expertise in geothermal heat pump systems, variable refrigerant flow systems, and other sustainable designs that have been successful in achieving up to LEED Gold certification. Prior to working at our firm he worked for a major controls manufacturer which gave him an in-depth knowledge of HVAC controls which he applies to all aspects of his designs.

PROJECT EXPERIENCE**Town of Hendersonville, North Carolina**

* Fire station #2

Town of Chapel Hill, North Carolina

*Town Operations Center

Haywood Community College, Clyde, NC

* Public Safety Training Center

Haywood County, Waynesville, North Carolina

* 911 Center * EMS Center

Jackson County, Sylva, North Carolina

* New 911/Emergency Operations Center

Henderson County, Hendersonville, North Carolina

* New Emergency Service Facility

Swain County, Bryson City, North Carolina

*New County Jail, 100 bed & 911 Center

**Mark R. McDowell**

Professional Engineer

Principal

FIRM

RN & M 27 years

EDUCATION

North Carolina State University

BSME, 1992 -- Cum Laude

REGISTRATION

Professional Engineer

NC #24539

LEED, AP

AFFILIATIONS / ACTIVITIES

NSPE -- National Society of

Professional Engineers

Mr. McDowell is the plumbing/fire protection department head and provides oversight of all plumbing and fire protection design functions for coordination and system application. Scope of recent work includes all aspects of plumbing and fire protection systems and system upgrades for several public safety related buildings.

PROJECT EXPERIENCE**Town of Hendersonville, North Carolina**

* Fire station #2

City of Asheville, North Carolina

*Broadway Public Safety Station (Police, Fire, EOC)

Town of Sylva, North Carolina

*Fire Station Additions & Renovations *New Police Station

Town of Waynesville, North Carolina

*New Fire Station *Police Department Additions and Renovations

Town of Leicester, North Carolina

* New Fire station

Haywood Community College, Clyde, NC

* Public Safety Training Center

Haywood County, Waynesville, North Carolina

* Animal Services Facility * 911 Center * EMS Center

Jackson County, Sylva, North Carolina

* New 911/Emergency Operations Center

Henderson County, Hendersonville, North Carolina

* New Emergency Service Facility

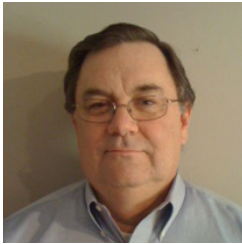
Eastern Band of Cherokee Indians, Cherokee, NC

* Emergency Operations Center

PROFESSIONAL COST ESTIMATING CONSULTANT

R.M. RUTHERFORD & ASSOCIATES, INC. (SBE)
3328 Mill Pond Road
Charlotte, NC 28226 704. 556.9725

R.M. Rutherford & Associates, Inc. was established in 1995 to provide construction cost estimating and construction consulting services to architects, building owners and developers, and general contractors. Services provided include owner representation during the preconstruction and construction of projects and cost estimating and cost consulting from the beginning of conceptual drawings thru construction document completion. To date, the firm has been involved in over eighteen hundred projects ranging in cost from \$25,000 to \$650,000,000.



Richard Rutherford
President

Education: Bachelor of Environmental Design, Texas A&M University, Master of Science, Building Construction, Texas A&M University

SELECTED RELEVANT PROJECT EXPERIENCE:

- Hendersonville Fire Station No. 1 Assessment (with ADW)
- Hendersonville Fire Station No. 2 (with ADW)
- Waynesville Fire Station No. 1 (with ADW)
- Cary Fire Station No. 8 & No. 9 (with ADW)
- Southern Pines Fire Station No. 2 with EMS Sub-Station (with ADW)
- Kernersville Fire Station No. 42 (with ADW)
- Greensboro Fire Station No. 7 (with ADW)
- Greensboro Fire Station No. 56 (with ADW)
- Charlotte Fire Station No. 39 (with ADW)
- Charlotte Fire Station No. 40 (with ADW)
- Charlotte Fire Station No. 42 (with ADW)
- Concord Fire Station No. 9 (with ADW)
- Charleston, SC Fire Station No. 14 (with ADW)
- Wingate Government Center - Town Hall & Fire Station (with ADW)
- Concord City Hall (with ADW)
- Garner Town Hall (with ADW)
- Garner Police Department (with ADW)
- Charlotte-Mecklenburg Police Department Central Division (with ADW)
- Charlotte Mecklenburg Police Department University City Division (with ADW)
- Charlotte-Mecklenburg Police Department Metro Division (with ADW)
- UNC Greensboro Police Facility (with ADW)
- Pilot Mountain State Park Visitor Center, Pinnacle, NC (with ADW)
- Cordelia Park Building Mecklenburg County Parks & Rec., Charlotte, NC (with ADW)
- Berewick Recreation Center, Charlotte, NC (with ADW)
- Tom Sykes Recreation Center at Dilworth Elementary, Charlotte, NC (with ADW)



Waynesville Fire Station No. 1
Waynesville, North Carolina



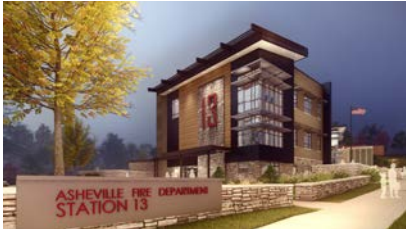
Waynesville Government Center
Waynesville, North Carolina

SECTION 3

EXPERIENCE



Charlotte Fire Station No. 42 (LEED GOLD)



Name: Asheville Public Safety Station (Fire & Police & Backup EOC) LEED Silver

Location: Asheville, North Carolina

Description: 21,000 s.f., 2-story station includes a 3-bay fire station, large police substation and an EOC (emergency operations center)

Dates: Design Started 2016 - Construction Completed 2021 (est.)

Budget: project budget estimate: \$9,755,000
original contract amount: TBD
change order amounts: TBD
final adjusted contract amount: TBD

Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Michael Esposito-Project Architect; Lucinda Ziehm-Interior Designer; John Kappers-Construction Administrator; McGill Associates-Site/Civil Engineer; Stewart-Structural Engineer; Reece, Noland & McElrath Engineers-MEP Engineer; R.M. Rutherford-Cost Estimator

Contact: Chief Scott Burnette; 828.259.5636; stburnette@ashevilenc.gov
Mary Beth Kingston, City of Asheville Project Manager 828.251.4028



Name: Leicester Fire Station No. 1

Location: Leicester, North Carolina

Description: 17,775 s.f. 1-story, 4-pull thru bay

Dates: Design Started 2017 - Construction Completed 2021 (est.)

Budget: project budget estimate: \$5,053,770
original contract amount: \$4,625,480
change order amounts: TBD
final adjusted contract amount: TBD

Key Staff: Jim Powell - Managing Principal; Keith Carlyon - Project Manager/Lead Project Architect; Michael Esposito-Project Architect; Lucinda Ziehm-Interior Designer; John Kappers-Construction Administrator; Mattern & Craig - Site/Civil Engineer; Stewart - Structural Engineer; Reece, Noland and McElrath Engineers - MEP Engineer; R.M. Rutherford-Cost Estimator

Contact: Chief Chris Brown; 828.683.3433



Name: Greensboro Fire Station No. 56

Location: Greensboro, North Carolina

Description: 11,400 s.f., 2-bay fire station & metal building temporary Fire Station

Dates: Design Started 2017- Construction Completed 2021 (est.)

Budget: project budget estimate: \$6,165,000 - CM@Risk
original contract amount: \$6,528,346 - CM@Risk
change order amounts: N/A
final adjusted contract amount: N/A

Key Staff: Jim Powell - Managing Principal; Keith Carlyon - Project Manager/Lead Project Architect; Nicole Goode-Designer; John Kappers-Construction Administrator; JC Waller - Civic Engineering; Stewart - Structural Engineering; AME Consulting Engineers - MEP Engineering

Contact: Asst. Chief Dwayne Church; 336.574.4013
Jerome Williams, Project Manager City of Greensboro
336.373.7554; jerome.williams@greensboro-nc.gov





Name: **Greensboro Fire Station No. 7**
 Location: Greensboro, North Carolina
 Description: +/-17,800 s.f., 5-bay, 2-Story
 Dates: Design Started 2017- Construction Completed 2021 (est.)
 Budget: project budget estimate: \$7,991,294 - CM@Risk
 original contract amount: \$8,294,947 - CM@Risk
 change order amounts: N/A
 final adjusted contract amount: N/A
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Nicole Goode-Designer; John Kappers-Construction Administrator; JC Waller-Civic Engineering; Stewart-Structural Engineering; AME Consulting Engineers - MEP Engineering
 Contact: Asst. Chief Dwayne Church; 336.574.4013
 Jerome Williams, Project Manager City of Greensboro
 336.373.7554; jerome.williams@greensboro-nc.gov



Name: **Greenville, SC Fire Station No. 3**
 Location: Greenville, South Carolina
 Description: 11,400 s.f., 2-bay, 2-story
 Dates: Design Started Aug. 2018 - Construction Completion Nov. 2020
 Budget: project budget estimate: \$4,955,640
 guaranteed maximum: \$4,848,976-CM@Risk
 change order amounts: \$113,085
 final adjusted contract amount: \$4,962,061
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager; Michael Esposito-Project Architect/Construction Admin; Alberto Torres-Project Architect Assistant; Janette Billings-Project Architect Assistant; Christal Bostian-Interior Designer; SeamonWhite-Civil Engineer, Britt, Peters & Associates-Structural Engineer, Optma-MEP Engineer
 Contact: Steve Kovalcik, Fire Chief
 P.O. Box 2207; 206 South Main Street; Greenville, SC 29602
 864.467.4445; skovalcik@greenvillesc.gov
 Brian Horton, Deputy Fire Chief; 864.467.3289; bhorton@greenvillesc.gov



Name: **Pelham-Batesville, SC Fire Station No. 1 & Headquarters**
 Location: Pelham-Batesville, South Carolina
 Description: 21,997 s.f., 1-story, 4 double deep pull thru bays, 4 back in bays and 6 covered SUV bays
 Dates: Design Started 2018 - Construction Completion Aug. 2020
 Budget: project budget estimate: \$5,900,000
 original contract amount: \$5,559,000 (bid)
 change order amounts: \$75,003 credit to owner
 final adjusted contract amount: \$5,490,357
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Paul Bonsall- Project Architect; Elise Curti - Interior Designer; John Kappers - Construction Administrator; Seamon Whiteside-Site/Civil Engineer; Stewart-Structural Engineer; Optima-MEP Engineer; R.M. Rutherford-Cost Estimator
 Contact: Chief Charles P. Jolley, pjolley@pbfd.com; 864.877.1247



Name: **Fort Mill Fire Station No. 2**
 Location: Forth Mill, South Carolina
 Description: 10,200 s.f., 1-story, 2-bay fire station
 Dates: Design Started 2017 - Construction Completed May 2020
 Budget: project budget estimate: \$3,525,483
 original contract amount: \$3,529,000
 change order amounts: \$128,776 credit to owner
 final adjusted contract amount: \$3,400,224
 Key Staff: Jim Powell - Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Scotty Smith-Project Architect; Steve Boyce-Construction Admin.; Campco-Site/Civil Engineer; Stewart-Structural Engineer; Optima-MEP Engineer; R.M. Rutherford-Cost Estimator
 Contact: Chief Chipper Wilkerson; 803.547.5511



Name: **Wake County - Wendell Falls Public Safety Center**
 Location: Wendell, North Carolina
 Description: 16,660 s.f., 4 double-length apparatus bays
 Dates: Design Started 2016 - Construction Completed March 2020
 Budget: project budget estimate: \$5,145,000
 original contract amount: \$5,122,268
 change order amounts: \$22,970
 final adjusted contract amount: \$5,145,238
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Michael Esposito-Project Architect; Christal Bostian-Interior Designer; Steve Boyce-Construction Administrator; CLH Design, PA-Civil Engineer and Landscape Architect; Stewart-Structural Engineer; Optima-MEP Engineer; R.M. Rutherford & Associates, Inc.-Cost Estimator
 Contact: David Rutherford, Senior Facilities Project Manager, Wake County Facilities Design & Construction; 919.856.6366; David.Rutherford@wakegov.com; Wake County Office Building, 11th Floor 336 S. Fayetteville St., Ste. 1110; Raleigh, NC 27601



Name: **Cary Fire Station No. 9**
 Location: Cary, North Carolina
 Description: 16,870 s.f., 2-story station that includes 3-bays
 Dates: Design Started 2016 - Construction Completed March 2020
 Budget: project budget estimate: \$6,094,000
 original contract amount: \$6,074,300
 change order amounts: \$90,000 of leftover contingency
 final adjusted contract amount: \$5,984,300
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Ashley Love-Project Architect; Scotty Smith-Project Architect; Alberto Torres-Designer; Christal Bostian-Interior Designer; John Kappers - Construction Administrator; CLH Design, PA-Civil Engineer & Landscape Architect; Stewart-Structural Engineer; Optima-MEP Engineer; R.M. Rutherford & Associates, Inc.-Cost Estimator
 Contact: Susan Parker, Project Manager, Engineering Dept. 919.462.3838; Susan.Parker@townofcary.org
 Chief Mike Cooper; 919.469.4378; mike.cooper@townofcary.org



Name: **Southern Pines Fire Station No. 2 with EMS Sub-Station**
 Location: Southern Pines, North Carolina
 Description: 14,361 s.f., 3.5-bay
 Dates: Design Started 2013 (project, put on hold due to funding) - Completion September 2019
 Budget: project budget estimate: \$5,172,018
 original contract amount: \$4,990,900
 change order amounts: \$133,314 credit
 final adjusted contract amount: \$4,857,586
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Scotty Smith-Project Architect; Ashley Love-Designer; Christal Bostian-Interior Designer; John Kappers-Construction Administrator; CLH Design, P.A.-Civil Engineer and Landscape Architect; Stewart-Structural Engineer; Optima - MEP Engineer; R.M. Rutherford & Associates, Inc.-Cost Estimator
 Contact: Fire Chief Michael Cameron; 910.692.2720; Cameron@southernpines.net; 500 W Pennsylvania Ave; Southern Pines, NC 28387
 Reagan Parsons, Town Manager; 910.692.7021; parsons@southernpines.net; 125 SE Broad St; Southern Pines, NC 28387



Name: **Kernersville Fire Station No. 42**
 Location: Kernersville, North Carolina
 Description: 19,168 s.f., 4-bay
 Dates: Design Started 2016 - Construction Completion June 2019
 Budget: project budget estimate: \$5,135,445
 original contract amount: \$4,461,211
 change order amounts: \$578,499 (added training towers to contract amount)
 final adjusted contract amount: \$5,039,710
 Key Staff: Jim Powell - Managing Principal; Keith Carlyon-Project Manager; Michael Esposito-Project Architect; Scotty Smith Project Architect; Ashley Love-Project Architect; Christal Bostian - Interior Designer; Steve Boyce-Construction Administrator; Timmons-Site/Civil Engineer; Stewart-Structural Engineer; Optima-MEP Engineer; R.M. Rutherford-Cost Estimator
 Contact: Chief Scott Alderman; 336.996.4885; SAlderman@toknc.com
 134 E Mountain St, Kernersville, NC 27284

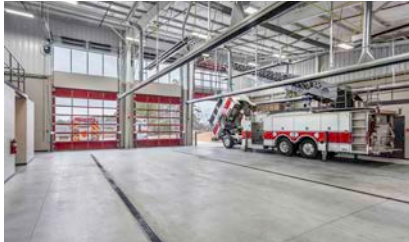


Name: **Charleston, SC Fire Station No. 14**
 Location: Charleston, South Carolina
 Description: 10,011 s.f., 2-bay, 1-story
 Dates: Design Started 2014 - Construction Completion June 2018
 Budget: project budget estimate: \$3,599,800
 original contract amount: \$3,381,009
 change order amounts: \$35,574 credit
 final adjusted contract amount: \$3,346,435
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Scotty Smith, RA-Project Architect; Ashley Love-Senior Designer; Steve Boyce-CA; ADC Engineering-Site/Civil; Stewart-Structural; Optima-MEP; RM Rutherford - Cost Estimator
 Contact: Beth Brownlee, RLA, Senior Construction Project Manager, City Of Charleston, Parks Department, Capital Projects Division
 843.577.2173; BrownleeE@charleston-sc.gov





Name: **Clemson, SC Fire Station No 9-2** (Design-Build)
 Location: Clemson, South Carolina
 Description: 12,453 s.f., 3-bay, 1-story
 Dates: Design Started 2015 - Construction Completion Sept. 2017
 Budget: project budget estimate: \$2,362,314
 original contract amount: \$2,895,000
 change order amounts: 0
 final adjusted contract amount: \$2,895,000
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager; Michael Esposito-Project Architect;
 Contract: Andy Blondeau, Assistant City Administrator
 864.653.2030; ablondeau@cityofclemson.org
 1250 Tiger Blvd. STE 1; Clemson, SC 29631



Name: **Greenville, SC Fire Station No. 1**
 Location: Greenville, South Carolina
 Description: 13,500 s.f., 3 bay, 2-story
 Dates: Design Started 2014 - Construction Completion February 2017
 Budget: guaranteed maximum: \$4,017,691 - CM@Risk
 change order amounts: 5 change orders for \$42,576 due to unforeseen conditions & unsuitable soils
 final project amount: \$4,060,267 - CM@Risk



Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Michael Esposito-Project Architect; Scotty Smith-Project Architect; Ashley Love-Designer; Christal Bostian - Interior Designer; Steve Boyce - Construction Administrator; Seamon White-Site/Civil Engineer, Stewart - Structural Engineer, Caviness Lambert Engineering, LLC - Mechanical, Electrical, Plumbing Engineer, HarrisCost, LLC -Professional Cost Estimator
 Contract: Steve Kovalcik, Fire Chief; 864.467.4445; skovalcik@greenvillesc.gov; P.O. Box 2207; 206 South Main Street; Greenville, SC 29602



Name: **Hendersonville Fire Station No. 2**
 Location: Hendersonville, North Carolina
 Description: 11,592 s.f., 3-bay, 1-story
 Dates: Design Started 2012 - Construction Completed June 2014
 Budget: project budget estimate: \$3,200,000
 original contract amount: \$3,049,905
 change order amounts: \$2,140 credit back to owner
 final adjusted contract amount: \$3,047,765
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Architect; Ashley Love - Senior Designer; Mattern & Craig, Inc. - Civil Engineer and Landscape Architect; Stewart-Structural Engineer; Reece, Noland & McElrath, Inc.-MEP Engineer; R.M. Rutherford-Cost Estimator
 Contact: John Connet City Manager, 828.697.3000; jconnet@hvlnc.gov
 145 Fifth Avenue E, Hendersonville, N.C. 28792-4328
 Chief Dorian Flowers, former Fire Chief for Hendersonville, now Fire Chief for Greer, SC; 864.848.2165; dflowers@cityofgreer.org





Name: **Wingate Government Center**
 Location: Wingate, North Carolina
 Description: 15,500 s.f., includes 4 double-deep pull thru Fire Apparatus bays & 2 additional smaller back in bays at the end of the building
 Dates: Design Started 2014 - Construction Completed December 2016
 Budget: project budget estimate: \$3,200,000
 original contract amount: \$2,660,600
 change order amounts: \$267,763*
 final adjusted contract amount: \$2,928,363
 * Owner Requested Changes \$248,565; Unsuitable Soils \$ 25,252; Building Code Official Requests \$2,044; A&E Errors & Omissions \$13,923; Credits back to Owner for misc. items \$-22,021
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon Project Manager/Lead Project Architect; Michael Esposito-Project Architect; Ashley Love-Senior Designer; Christal Bostian-Interior Designer; Steven Boyce-Construction Admin.; Benesch-Civil Engineer & Landscape Arch. Stewart-Structural; Optima-MEP Engineer; R.M. Rutherford & Associates, Inc.-Cost Est.
 Contact: Patrick Niland, Former Town Manager, Assistant County Manager, Union County; 500 N. Main Street, Suite 918; Monroe, NC 28112 704.283.3630; patrick.niland@unioncountync.gov



Name: **Cary Fire Station No. 8 (Green Build)**
 Location: Cary, North Carolina
 Description: 14,398 s.f., 3-bay, 2-story
 Dates: Design Started 2010 - Construction Completed June 2013
 Budget: project budget estimate: \$4,441,993
 original contract amount: \$4,138,352
 change order amounts: 6 - \$3,995 credit
 final adjusted contract amount: \$4,134,357
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Ashley Love-Designer; Christal Bostian-Interior Designer; John Kappers-Construction Admin.; CLH Design, PA-Civil Engineer and Landscape Architect; Stewart-Structural Engineer; Charlotte Engineers-MEP Engineer; R.M. Rutherford & Associates, Inc.-Cost Est.
 Contact: Chief. Mike Cooper; 919.469.4378; mike.cooper@townofcary.org Susan Parker, Project Manager Town of Cary; 919.462.3838; Susan.Parker@townofcary.org; 100 N. Academy Street, Cary, NC 27512



Name: **Charlotte Fire Station No. 42 (LEED Gold)**
 Location: Charlotte, North Carolina
 Description: 11,960 s.f., 3-bay, 1-story
 Dates: Design Started 2009 - Construction Completed Dec. 2011
 Budget: project budget estimate: \$3,300,000
 original contract amount: \$2,984,641
 change order amounts: 8 - \$24,500 credit
 final adjusted contract amount: \$2,960,141
 Key Staff: Jim Powell-Managing Principal; Keith Carlyon-Project Manager/Lead Project Architect; Ashley Love-Designer; Christal Bostian- Interior Designer; Stewart-Civil, Landscape Arch. & Structural Engineer; Charlotte Engineers-MEP Engineer; R.M. Rutherford & Associates, Inc.-Cost Est.
 Contact: Bruce Miller, PE, LEED Green Associate, Project Manager, City of Charlotte, E & PM; 600 East Fourth St.; Charlotte, NC 28202-2844 704.336.4469; bmillar@ci.charlotte.nc.us



Police Station

City of Hendersonville | Hendersonville, North Carolina



Size: +/- 26,000 s.f.
Cost: \$9,250,000 (est.)
Schedule: Programming/Site Studies - 4 months; Design Started June 2018 - Construction Completed 2021 (est.)

ADW Architects was selected to work with the City of Hendersonville & the Hendersonville Police Department to design a new police station. ADW also worked with the City to study multiple site options for the project & completed programming for the new station. It will be a +/-26,000 s.f., two-story building and will house administration, support services, patrol, investigations, training space, processing, evidence handling/storage, armory, K9, & other police support spaces.

Contact:
 John Connet, City Manager
 828.697.3000; jconnet@hvlnc.gov

Project Team: Jim Powell-Managing Principal; Keith Carlyon-Project Manager; Ashley Love-Project Architect; Alberto Torres-Designer; John Kappers-CA; Mattern & Craig-Site/Civil; Stewart-Structural; Reece, Noland and McElrath Engineers-MEP; RM Rutherford-Cost Estimator

Pilot Mountain State Park Visitor Center

NC Parks Department | Pinnacle, North Carolina



Size: 6,238 s.f.
Cost: Contract Amount \$3,508,000
Schedule: Design Started 2017 - Construction Completed April 2020
Contact:
 Mark Cooney, Director -Capital Projects DNCR; 919.807.7473; mark.cooney@ncdcr.gov

ADW was hired to design a new State Park Visitor center to include an exhibition hall, ranger offices, gift shop and other support spaces. This project is under construction.

Project Team: Jim Powell-Managing Principal; Michael Esposito-Project Architect; Janette Billings-Designer; Benesch-Site/Civil; Stewart-Structural; Optima-MEP; RM Rutherford-Cost Estimator

STATEMENT OF QUALIFICATIONS
FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE

Frankie's Fun Park

Frankie's | Huntersville, North Carolina



Size: 80,000 s.f.
Cost: \$20,000,000
Schedule: Design Started March 2016 - Completed: Dec. 2018

Contact: Doug Godley
 667 E. Bay Street
 Charleston, SC 29403
 843.324.8189
 dgodley@frankiesfunpark.com

Frankie's Fun Park in Huntersville includes a **mini golf course**, arcade, bowling, laser tag arena, full service restaurant, outdoor seating, bar & lounge. The regional entertainment venue offers the ultimate in corporate and family entertainment. ADW and our consulting engineers worked with Castle Golf on this project. Castle Golf was the design build vendor commissioned by the owner for the theming, design, layout & construction of the mini-golf course.

Associated Builders and Contractors, Inc. - Merit Award

Project Team: Robert Lauer-Managing Principal; Carol Bacon-Project Manager/Project Architect; Mike Newton-Director of Design; Janette Billings-Designer; Tim Cohen-Construction Administration; owner provided-Site/Civil Engineer & Landscape Architecture; Fitzpatrick Engineering-Structural Engineer; VP Engineering-MEP Engineer

Frankie's Fun Park

Frankie's | Raleigh, North Carolina



Size: 39,000 s.f.
Schedule: 2003 (reno. 2014)

Contact: Doug Godley
 667 E. Bay Street
 Charleston, SC 29403
 843.324.8189
 dgodley@frankiesfunpark.com

This facility was custom designed as a regional entertainment destination near Raleigh, NC. The building was designed with the word "fun" in mind. Color finishes, shapes, and lighting affects help create a lively atmosphere. The facility includes games for all ages, laser tag, bowling, **(2) 18-hole mini golf courses**, (4) go-kart tracks, batting cages, bumper boats, and a full menu restaurant with a bar. Party rooms are also available for rental. ADW and our consulting engineers worked with Castle Golf on this project. Castle Golf was the design build vendor commissioned by the owner for the theming, design, layout & construction of the mini-golf course.

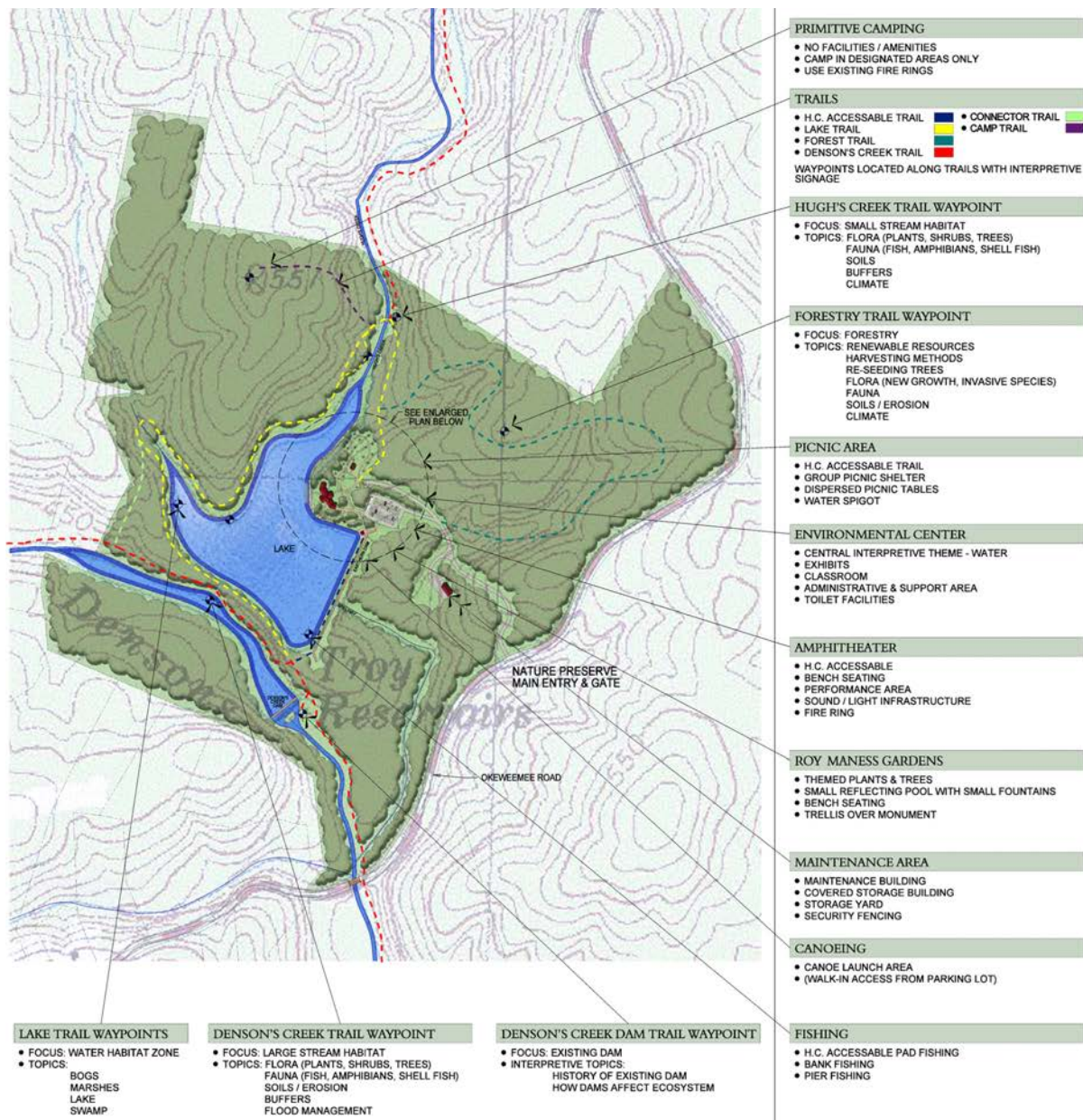
Project Team: Robert Lauer-Managing Principal; Michael Esposito-Project Manager; Carol Bacon-Project Architect; VP Engineering-MEP Engineer

STATEMENT OF QUALIFICATIONS
FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE

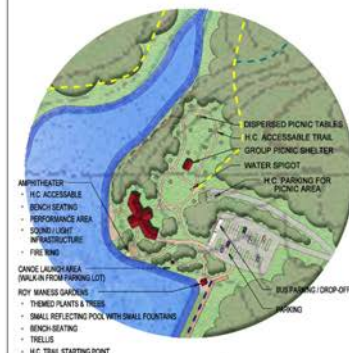
the following ADW projects are older than 10 years

Roy Maness Nature Preserve Master Plan

Troy Nature Trails Network | Troy, North Carolina



CONCEPTUAL IMAGE OF ENVIRONMENTAL EDUCATION CENTER



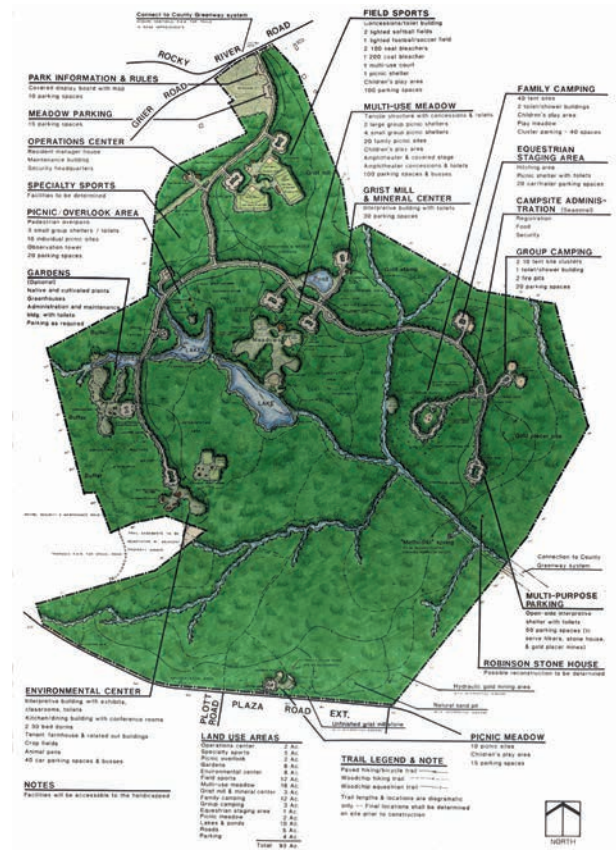
STATEMENT OF QUALIFICATIONS
FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE

Reedy Creek Park

Mecklenburg County Park and Recreation | Charlotte, North Carolina



Nature Center



Colonel Francis Beatty

Mecklenburg County Park and Recreation | Charlotte, North Carolina



Lake Pointe Hall

STATEMENT OF QUALIFICATIONS
FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE

Helping Hendersonville Find Your Splash!



Kiwanis Family Park

City of Sanford



Background: In 2017, the City developed a Comprehensive Park and Recreation Master Plan that identified the need to make improvements to existing parks. Kiwanis Family Park, a Lee County park, was identified as one of the existing parks that needs improvements. Proposed improvements include: splash pad, restrooms, picnic shelters, new playground, expanded parking areas, improved circulation and walking paths as well as new connections to the Endor Furnace Greenway.

Benesch assisted the City with a site specific master plan for the park. Upon completion of the master plan, Benesch guided the city through the PARTF grant process and Kiwanis Family Park was awarded a \$350,000 grant from the State of North Carolina for the first phase of park renovations.

Scope: Benesch services included the development of the master plan, construction documents, permitting, bidding, and construction administration. The master planning process included working with city/county-wide stakeholders and conducting several public workshops.

Unique Features: The renovation of the park creates a new destination node with the splash pad feature and updated play equipment providing a new economic impact and attracting visitors from across the County. In addition, the playground area features a poured in place rubberized play surface and an in-ground merry-go-around, allowing for an ADA-Compliant, seamless transition from surrounding walkways, therefore increasing general accessibility.

Key Issues

- Improvements funded by PARTF along with municipal bonds
- Adjustments of property lines within the existing park to transfer partial ownership for City park improvements within a County park
- Existing trail system extended to accommodate new park facilities walking loop, event greenspace
- Park renovation includes the addition of a new restroom facility, but also renovates and brings the existing restrooms up to code

Dates of Service

Design: 8/2017 - 7/2018

Construction: 12/2018 - 12/2019

Project Cost

\$2.8 Million

Client Reference

Mr. Vic Czar, Public Works Director
225 E. Weatherspoon St.
Sanford NC 27331
(919) 777-1117 | victor.czar@sanfordnc.net



Village Park

City of Kannapolis Parks and Recreation Department



Background: Benesch has worked with the City of Kannapolis Parks and Recreation Department since 1998 to present in the development of Village Park. The park was built in multiple phases (12+) to accommodate the different program elements. Benesch worked as the prime designer for the band shell, splash pad, and special events center, miniature railroad, and other improvements in the park. In Summer 2017, Benesch assisted the City with a new double-decker carousel and decorative water feature for the park.

Scope: Benesch was responsible for civil engineering, landscape architecture, and managing architectural subconsultants.

Unique Features: The Village Park Special Events Center is a 5,000 sq. ft. multi-purpose indoor park facility that features park offices and meeting space for special events. It has restrooms and concession facilities to accommodate crowds from park events hosted throughout the year. There is an attractively landscaped outdoor plaza that is used as VIP seating during the concerts.

The Village Park Band Shell and concert lawn was developed to accommodate the Kannapolis Summer Concert Series and other special events. This is a heavily programmed gathering space for Kannapolis and the neighboring communities.

The Village Park splash pad is a 10,000 sq. ft. interactive aquatic playground. It features over twenty unique aquatic play components designed around a railroad theme. Over 40,000 guests visited the splash pad during the summer of 2007 when it opened. Since 2007, attendance has grown to over 100,000 guests per year.

This local park has activities for people of all ages including a miniature railroad. Park guests can enjoy a winding train ride around the park.

Key Issues

- Development of initial park master plan
- Development and implementation of the master plan
- Phasing strategy
- Facilitating public input
- Transformation of a under utilized green space into a thriving civic space
- PARTF Funded

Dates of Service

1996-present

Project Cost

\$2.9 million

Client Reference

Mr. Gary Mills
Director
246 Oak Avenue
Kannapolis, NC 28082
(704) 920-4340
gmills1@kannapolisnc.gov



STATEMENT OF QUALIFICATIONS
FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE

SECTION 4 & 5

REFERENCES & HUB



Charlotte Fire Station No. 40

ADW is very experienced in working on fire station projects and park projects as the prime designer. Please contact our references to learn more about us and the level of service we can provide you.

Cary Fire Station No. 8 & . 9

Susan Parker, Project Manager, (Town of Cary Engineering Dept) 100 N. Academy Street, Cary, NC 27512; 919.462.3838; Susan.Parker@townofcary.org
Chief. Mike Cooper; 919.469.4378; mike.cooper@townofcary.org

Greenville, SC Fire Station Nos. 1 & 3

Steve Kovalcik, Fire Chief
206 South Main Street; Greenville, SC 29602
864.467.4445; skovalcik@greenvillesc.gov
Brian Horton, Deputy Fire Chief; 864.467.3289;
bhorton@greenvillesc.gov

City of Charlotte Multiple Projects

William Haas, PE, City of Charlotte, Building Services
Division Manager (*retired*)
980.722.0999; williamhaasnc@gmail.com

Kernersville Fire Station No. 42

Chief Scott Alderman
134 E Mountain St, Kernersville, NC 27284
336.996.4885; SAllderman@toknc.com

Town of Wingate/Union County

Patrick Niland, Former Town Manager of Wingate
Assistant County Manager, Union County
500 N. Main Street, Suite 918, Monroe, NC 28112
704.283.3630; patrick.niland@unioncountync.gov

City of Hendersonville Multiple Projects

John Connet City Manager,
145 Fifth Avenue E, Hendersonville, N.C. 28792-4328
828.697.3000; jconnet@hvlnc.gov
Brian Pahle, Assistant City Manager
828.233.3218; bpahle@hvlnc.gov

Greensboro Fire Station No. 7 & 56

Jerome Williams, Project Manager City of Greensboro
1001 Fourth Street, Greensboro, NC 27405
336.373.7554; jerome.williams@greensboro-nc.gov
Chief Bobby Nugent; 336.373.2356
Asst. Chief Dwayne Church; 336.574.4013

Town of Waynesville Multiple Projects

Lee Galloway, Former Town Manager
828.734.8045; townmgr@charter.net

Mecklenburg County - Park and Recreation

Becky Miller, AIA, LEED-AP, Project Manager
980.314.2502; becky.miller@mecklenburgcountync.gov; Asset & Facility Management Mecklenburg County; 3205 Freedom Drive Suite 101; Charlotte, NC 28208-2750

ADW Architects has always strongly encouraged and supported the involvement of Small Business Enterprise (SBE), Historically Underutilized Businesses (HUB), and Minority/Woman Owned businesses (M/WBE) on our projects. Over the years we have developed relationships and completed projects with numerous qualified firms across the state, and have found our collaborations to be mutually rewarding. Our design team typically averages 1/3 (33%) minority participation for civil, structural, and MEP engineering subconsultants on our projects.

During the design stages, ADW Architects employs efforts to increase HUB/SBE/MWSBE contractor involvement for construction. Prior to advertising for bids, we have actively participated and conducted M/W SBE outreach seminars in local communities to inform of upcoming projects and encourage greater participation. These public forums serve as a means for contractors and service providers to personally engage the design team for feedback and assistance in pursuing work.

During bidding, we make available a listing of all plan holders both to aid the subcontractors in reaching out to the interested General Contractors, and also to provide the General Contractors with a constantly updated listing of qualified HUB, SBE, and M/WBE subcontractors.

Our proposed Structural Engineer, Stewart, is a HUB and MBE certified firm. Our consulting firms were selected based on their leadership, expertise and management abilities. We have worked successfully on many previous projects together.

SECTION 6

APPENDIX



Pelham-Batesville, SC Fire Station No. 1 & Headquarters

The North Carolina Board of Architecture

certifies that

ADW Architects, p.a.

is registered and authorized to practice
Architecture in the State of North Carolina.

In testimony whereof this certificate has been issued
by the authority of this Board.

Registration number: 50223
Initial registration: 2/19/1981
Expires on: 12/31/2021



Catherine M. Evans

Executive Director

ADW's Sustainable Design & LEED Experience

ADW Architects employs a holistic approach to sustainability and the design of our Healthy Buildings. We have been employing Green Building principles in our projects for decades, led by our talented professionals, some of whom are USGBC LEED accredited.

Sustainable design is a process that begins with a team approach to design. The design team, along with the owner and contractor, work together throughout design and construction. An integrated team is an important part of a successful sustainable project. We feel it is important to set a precedent early amongst the design team and keep value based sustainability at the forefront. ADW is prepared to take a sustainable project efficiently through the process of design, construction and documentation to meet the owner's needs and budget constraints.

An energy efficient design is tailored to the individuals that utilize the space. ADW meets with owners and user groups and utilizes workshops, interviewing, survey methods, and precedent research to gather a thorough understanding of space needs and programmatic function. On several previous projects, ADW has put together Green Building Studies early in the design process. These studies yield a booklet with project-specific green building options and explanations, which aid clients in weighing these options based on lifecycle costs and pay-back studies. Balancing the systems to maintain comfort and optimize energy performance requires close coordination among the design team. These aspects are all important in not only designing an efficient space with maximum energy performance, but also making sure the users are comfortable and the systems are easy to control. Specification of construction materials, finishes, fixtures and equipment require research and planning with the owner and the design team. ADW is able to balance all these aspects to achieve a maximum efficiency.

ADW Architects designed the following projects that are LEED certified:

- CVCC Workforce Solutions Complex (LEED Silver)
- UNC at Greensboro, Campus Police (LEED Silver)
- Davidson College - The Hurt Hub (LEED Gold)
- Charlotte Fire Station No. 42 (LEED Gold)
- Revolutions at Density USA- Syracuse, NY (LEED Silver for Commercial Interiors)
- Statesville Road Elementary School (LEED Certified)

ADW Architects is designing the following projects to be LEED certified:

- Charlotte Mecklenburg Police Department Central Division (pursuing LEED Certified)
- Charlotte Mecklenburg Police Department University Division (pursuing LEED Certified)
- Asheville Fire/Public Safety Station (pursuing LEED Silver)

ADW Architects designed the following project that is Green Globes certified:

- HGTC Georgetown Center for Advanced Manufacturing (2 Green Globes)

ADW Architects has completed designs on the following projects that have used the LEED rating system as a guide for sustainable design. The Owner's have elected to not have them registered/ certified with the USGBC:

- Charlotte Mecklenburg Metro Police Department
- Charlotte Fire Stations No. 37, 39, 40
- Waynesville Government Center
- Cary Fire Station No. 8 & 9
- Garner Police Department
- Garner Town Hall

STATEMENT OF QUALIFICATIONS
FIRE STATION & RELOCATION OF EXISTING PARK FACILITIES
CITY OF HENDERSONVILLE



Charlotte-Mecklenburg Police Department Central Division



Charlotte Fire Stations No. 37

ADW's Public Outreach Experience

ADW has designed many public projects meeting the needs and desires of many stakeholders since our company was founded over 43 years ago. These projects involve working with all different kinds people with multiple and varied opinions. Through this experience we have learned how to orchestrate this process successfully, prioritizing goals and needs and moving the project successfully forward. We think community involvement offers “buy-in” from the community and assists us in creating buildings that more fully represent the communities they serve.

ADW has extensive experience in working with communities to gain insight into their opinions on a project that will be located near their homes or businesses. We have learned that “early communication” in the design process is critical to achieving a community consensus on design related items. When allowed, we like to meet with communities before any schematic design begins. In these meetings, our goal is to gain insight into what the community wants from the public facility that will be built near them. We want to hear from them as to what items about the project would make it successful in “their opinion”. After this meeting, we take stock of this feedback and begin the design process. We next like to meet with the community towards the end of the schematic design phase. Meeting at this point in the process allows time to still make changes based on community input and not affect the overall schedule and budget for the project. During this second meeting, it is good to discuss the items found to be “important to the community” in the first meeting, and how those concerns were implemented and/or addressed in the schematic design. This involvement process has worked very well for us on many fire station projects.

ADW is currently working with the City of Asheville, NC on the design for their new Fire/Public Safety Station. The City of Asheville is a City deeply rooted in citizen awareness and involvement. The City had chosen a site on which to build a new fire/police/EOC building that was a highly visible, high profile site within a community whose citizens are very involved and active in relation to the community's growth.

ADW implemented a 3 step approach to involve the community in the planning and design for this new building as follows:

Step 1: ADW, the Fire Department and City staff met with the community where the fire station is going to be built. This first meeting was to make the community aware of the project and to answer any initial questions they had about the project. The initial meeting was a good first step in building trust and a good working relationship with the community.

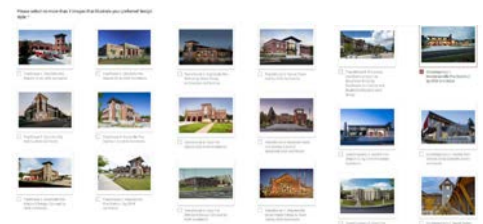
Step 2: ADW and the City worked together to create a web based survey tool. This online survey was designed to gain feedback from the community related to the project, but most importantly, get their input on “what they wanted the new station to look like.” A number of photos of built fire stations were provided for community member review and comments. The survey was a huge success, as the City and design team gained valuable input from the community.

Step 3: ADW used the comments in the survey, along with major input from the Fire Department staff and City staff, to provide the City with a design for the new station. A second community meeting was then held to present the design to the community. ADW's staff were able to show the community how we implemented many of their ideas and comments from the initial community meeting and the online survey. The exterior design thus reflects and respects the wishes of the community, while at the same time meeting the functional needs and aesthetic requests of the Fire Department and the City.



VISUAL DESIGN SURVEY

On the date of April 15th, 2019 the City of Asheville along with ADW Architects launched a visual design survey for the new Fire Station 13. The purpose of this survey was to identify the design style preferences of the Asheville community and use that feedback to inform the design process for the exterior of the building. The format of the survey included the proposed site location along with a variety of photographs ranging in architectural style: Traditional, Transitional, and Contemporary. Participants were asked to select up to three images that best captured what they saw as the most appropriate design aesthetic for the new station. Below is a sample of the online survey followed by a summary of the results.





adwarchitects
environmentsforlife

Six Coliseum Centre • 2815 Coliseum Centre Drive, Suite 500 • Charlotte, NC 28217
704.379.1919
www.adwarchitects.com

EVALUATION CRITERIA		ADW	Creech & Assoc.	DP3	Little	Masters	SCN/Newell	ODA	Odell	PFA	TAB Assoc.	Talley and Smith	Tamara Peacock	TGAS
a. Understanding (25 possible points)		24.4	20.1	23.4	20.1	17.9	20.9	18.8	18.9	19.4	17.9	15.9	16.0	15.6
• Understanding of the City's required tasks and needs as demonstrated in the qualifications statement.														
b. Experience (25 possible points)		23.9	16.1	22.4	19.8	15.9	22.6	14.8	18.6	18.3	13.5	14.6	15.9	21.1
• Experience with similar projects comparable in type, size, and complexity.														
c. Qualifications (25 possible points)		23.8	21.5	22.3	21.4	18.4	21.8	18.5	21.1	19.8	17.4	16.9	16.1	17.0
• Qualifications of the staff assigned to perform the work with this project.														
d. Ability (25 possible points)		23.9	23.1	23.4	17.5	16.0	22.1	17.0	19.1	18.8	16.1	17.8	16.0	17.5
• Demonstrated ability of the Consultant to perform high quality work, control costs, and meet project schedules.														
SUB-TOTAL		95.9	80.9	91.4	78.8	68.1	87.4	69.0	77.8	76.1	64.9	65.1	64.0	71.3
RANK		1.3	5.5	2.6	4.8	9.6	4.5	7.8	6.0	6.3	9.6	9.8	10.4	8.3

		ADW	Creech & Assoc.	DP3	Little	Masters	SCN/Newell	ODA	Odell	PFA	TAB Assoc.	Talley and Smith	Tamara Peacock	TGAS
REVIEWER 1	a.	25	25	25	23	20	25	20	25	20	15	20	20	15
	b.	25	20	25	25	15	25	10	25	25	10	20	20	20
	c.	25	25	25	25	20	25	20	25	20	20	20	20	20
	d.	25	23	25	24	20	25	15	25	15	15	20	20	20
	SUB-TOTAL	100	93	100	97	75	100	65	100	80	60	80	80	75
RANK		1	6	1	5	10	1	12	1	7	13	7	7	10
REVIEWER 2	a.	25	25	25	20	20	25	20	20	20	20	20	15	20
	b.	25	15	20	20	22	25	22	22	18	15	20	15	20
	c.	25	25	25	25	25	25	25	25	25	20	20	22	10
	d.	25	25	23	15	18	23	20	20	20	15	18	15	15
	SUB-TOTAL	100	90	93	80	85	98	87	87	83	70	78	67	65
RANK		1	4	3	9	7	2	5	5	8	11	10	12	13
REVIEWER 3	a.	25	15	25	23	15	15	15	25	20	25	20	20	20
	b.	25	15	20	20	15	20	15	25	20	18	20	20	25
	c.	25	20	20	20	20	18	20	20	20	20	20	20	20
	d.	25	25	23	20	20	22	20	20	20	20	20	20	20
	SUB-TOTAL	100	75	88	83	70	75	70	90	80	83	80	80	85
RANK		1	10	3	5	12	10	12	2	7	5	7	7	4
REVIEWER 4	a.	25	15	25	5	15	25	0	5	10	5	5	0	10
	b.	25	5	25	5	5	25	0	0	10	0	0	0	15
	c.	25	20	25	10	10	25	10	20	10	5	5	0	10
	d.	25	25	25	0	5	25	5	10	15	5	15	0	5
	SUB-TOTAL	100	65	100	20	35	100	15	35	45	15	25	0	40
RANK		1	4	1	10	7	1	11	7	5	11	9	13	6
REVIEWER 5	a.	23	18	21	19	10	15	23	18	20	18	12	18	10
	b.	21	19	19	19	10	19	16	17	15	12	7	18	22
	c.	21	18	19	19	12	19	16	15	18	18	12	12	15
	d.	20	18	19	19	10	18	18	18	18	15	12	15	15
	SUB-TOTAL	85	73	78	76	42	71	73	68	71	63	43	63	62
RANK		1	4	2	3	13	6	4	8	6	9	12	9	11
REVIEWER 6	a.	23	20	23	24	20	21	24	20	23	21	18	20	20
	b.	22	18	23	24	20	20	18	23	23	20	20	18	23
	c.	24	20	24	24	20	20	20	23	23	21	20	20	21
	d.	24	23	24	24	18	20	21	20	23	21	18	20	23
	SUB-TOTAL	93	81	94	96	78	81	83	86	92	83	76	78	87
RANK		3	9	2	1	11	9	7	6	4	7	13	11	5
REVIEWER 7	a.	24	23	23	23	23	23	24	23	24	21	22	20	20
	b.	23	22	23	23	22	23	22	22	23	15	20	20	22
	c.	23	24	20	24	20	22	22	21	22	20	23	20	20
	d.	25	22	24	20	22	22	22	22	21	20	24	20	20
	SUB-TOTAL	95	91	89	90	87	90	90	88	90	76	89	80	82
RANK		1	2	7	3	10	3	3	9	3	13	7	12	11
REVIEWER 8	a.	25	20	20	24	20	18	24	15	18	18	10	15	10
	b.	25	15	24	22	18	24	15	15	12	18	10	16	22
	c.	22	20	20	24	20	20	15	20	20	15	15	15	20
	d.	22	24	24	18	15	22	15	18	18	18	15	18	22
	SUB-TOTAL	94	79	88	88	73	84	69	68	68	69	50	64	74
RANK		1	5	2	2	7	4	8	10	10	8	13	12	6



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER: Lew Holloway – Community Development Director **MEETING DATE:** April 1, 2021

AGENDA SECTION: PUBLIC HEARING **DEPARTMENT:** Community Development

TITLE OF ITEM: Street Closure: 911 Tebeau Dr. (P21-13-SCL) – *Tyler Morrow, Planner II.*

SUGGESTED MOTION(S):

1. <u>For Recommending Approval:</u> I move City Council adopt the order to permanently close an unopened and unimproved portion of Tebeau Drive located on PIN 9569-40-9564 as petitioned by David White, Chief Executive Officer of Western Carolina Community Action.	2. <u>For Recommending Denial:</u> I move City Council deny the application to permanently close an unopened and unimproved portion of Tebeau Drive located on PIN 9569-40-9564 submitted by David White, Chief Executive Officer of Western Carolina Community Action
---	---

SUMMARY:

The City has received an application from the David White of Western Carolina Community Action to close unopened and unimproved street on PIN 9569-40-9564. A survey is included.

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

The resolution of intent was accepted by City Council at the March 4th, 2021 meeting. Council set the public hearing for the April 1st meeting. The Resolution was duly advertised as required by North Carolina General Statutes.

PROJECT/PETITIONER NUMBER:	Planning: P21-12-SCL
PETITIONER NAME:	David White, Chief Executive Officer of Western Carolina Community Action
ATTACHMENTS:	1. Resolution of Intent

	2. Survey 3. Legal Description 4. Order to Permanently Close a Portion of Tebeau Drive 5. GIS Map
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ORDER # _____

**ORDER TO PERMANENTLY CLOSE, AN UNOPENED,
UNIMPROVED PORTION OF TEBEAU DRIVE**

**(Petition From David White, Chief Executive Officer of Western
Carolina Community Action)**

NORTH CAROLINA
HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

WHEREAS, North Carolina General Statute Section §160A-299 authorizes a city council to permanently close any street or public alley way within its corporate limits or area of extraterritorial jurisdiction and provides a procedure for the closing such streets or alleyways; and

WHEREAS, David White, Chief Executive Officer of Western Carolina Community Action has petitioned the City of Hendersonville to close an unopened and unimproved unnamed portion of the street known as Tebeau Drive, located on Tract 2 of the property described in that deed recorded in the Henderson County Registry in Deed Book 3607 at page 622, having a PIN of 9569-40-9564; and

WHEREAS, on March 4th, 2021, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close portions of these streets and setting April 1st, 2021 as the date of a public hearing regarding such closure; and

WHEREAS, the aforementioned resolution has been published once a week for four successive weeks prior to the public hearing in the Hendersonville Times-News (a newspaper of general and regular circulation in Hendersonville and Henderson County) and a copy thereof has been sent by certified mail to all owners of property adjoining the street as shown on the county tax records; and

WHEREAS, notice of the closings and of the public hearing has been posted in at least two places along the streets; and

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the first day of April 2021.

NOW, THEREFORE, the City Council of the City of Hendersonville does hereby make the following findings of fact:

1. The closing of the street portion hereafter described are not contrary to the public interest.
2. No individual owning property in the vicinity of the streets or in the subdivision in which it is located would be deprived by the closing of such streets of reasonable means of ingress and egress to his property.

IN CONSIDERATION THEREOF, IT IS HEREBY ORDERED:

1. The following portions of streets are permanently closed and no longer existent as of the effective date of this order:

Beginning on a ½" Iron pipe, said iron pipe being located S 83°46'01"E 134.58 feet from an Existing Iron Stake having State Plane Coordinates of N = 590444.065, and E = 964834.239, said iron pipe also being the southwestern corner of Tract 2 of the property described in that deed recorded in the Henderson County Registry in Deed Book 3607 at page 622, having a PIN of 9569-40-9564, and running thence from said beginning point N 16°38'43" E 17.34' to a point, thence on a curve to the right, said curve having a radius of 199.08' and an arc length of 95.94' (chord bearing N 36°49'42" E and chord distance 95.01') to a point, thence on a curve to the left, said curve having a radius of 220.5' and an arc length of 54.48' (chord bearing N 46°08'13" E and chord distance 54.34') to a point, thence on a curve to the left, said curve having a radius of 157.83' and an arc length of 52.10' (chord bearing N 29°48'38" E and chord distance of 51.86') to a point, thence on a curve to the left, said curve having a radius of 225.21' and an arc length of 37.20' (chord bearing N 17°36'58" E and chord distance of 37.16') to a point, thence S 04°48'49" E a distance of 105.31' to a point, thence on a curve to the right, said curve having a radius of 155.31' and an arc length of 62.09' (chord bearing S 43°43'12" W and chord distance of 61.68') to a point, thence on a curve to the left, said curve having a radius of 159.08' and an arc length of 30.70' (chord bearing S 44°48'41" W and chord distance of 30.66') to a point, thence on a curve to the left, said curve having a radius of 159.08' and an arc length of 43.04' (chord bearing S 31°31'54" W and chord distance of 42.91') to a point, thence S 16°38'43" W 7.63' to a point, thence N 83°46'01" E 40.67' to the point and place of beginning. Containing 0.17 Acre and being a portion of the right of way of Tebeau Drive running between Lots 1 and of Rosemont subdivision to the west, and Lots 17 and 18 of Rosemont subdivision to the East, as shown on Plat Cabinet B, Slide 103 of the Henderson County Registry.

2. The City Clerk shall forthwith cause a certified copy of this order to be filed in the Office of the Register of Deeds of Henderson County.

This order shall take effect the first day of April, 2021.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

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 as Mayor of the City of Hendersonville, Angela L. Reece, in her capacity as City Clerk, and Angela S. Beeker, in her capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____.

My commission expires _____

State of North Carolina
County of _____
I, _____, Matt Champion
Review Officer of Henderson County
certify that the map or plat to which this certification is affixed
meets all statutory requirements for recording.
(Matt Champion)

Review Officer
03/30/2021
Date

BK 2021 PG 13160 - 13160 (1) DOC# 948363
This Document recorded: 03/30/2021 12:14:14 PM
Fee: \$21.00
Henderson County, North Carolina
William Lee King, Register of Deeds

Course	Bearing	Distance
L1	N 83.4601° W	119.99
L2	N 83.4601° W	134.58
L3	S 04.4849° W	272.78
L4	N 16.3843° E	17.34
L5	S 16.3843° W	7.63

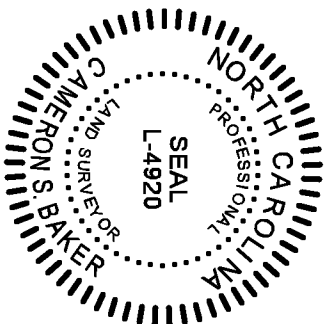
Notes:

1. Property is subject to all easements, restrictions and right of ways of record.
2. The locations of underground utilities are based on above-ground structures.
3. Surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate title search may disclose.
4. The certification of survey and plat was prepared for the entity named in the title block hereon and does not extend to any other entity, unless recited by the professional and the client.
5. All measurements survey related matters, including but not limited to, project plans, deed and ROW research, maps, field notes and data, survey reports, record title reports, calculations, working drawings, estimates, and other materials acquired and/or prepared by the surveyor as instruments of service shall remain the property of the surveyor and assignments.
6. This drawing is not valid unless the original signature and stamp are attached. Any reproduction or variance to the survey by electronic or any other means are not to be considered any part of the survey.
7. Property is currently zoned R-1.5 by the City of Hendersonville.
8. Property is not located in a Water Supply Watershed.
9. Property is not located within 1/2 mile of a designated Farmland Preservation District.
10. Property is located in Zone X, minimal flood hazard as per FIRM map panel 9569, map # 37093569000, effective date 1/2-2-00B.

GRAPHIC SCALE = FEET

A horizontal graphic scale bar with a black and white checkered pattern. It is marked with the numbers 0, 20, 40, and 60, representing feet.

40' Right of Way
As Per P.Cab. C, Slide 130A



Professional Land Surveyor No. L-4920

Professional Land Surveyor No. L-4926

*Horizontal Positional Accuracy Referenced to MAG 83 (NRSF 2011)
Global Positioning System Certification (RTT)
The Positional Accuracy Of The RTK Derived Positional
Information is 0.03 Horizontal & 0.03 Vertical
Vertical Positions are Referenced to NAVD 88 (Geoid 12)
Combined Factor 0.99977581 (Ground To Grid)
Equipment Used: Carlson GPS-BR36*

[illegible]

Being all of D.B. 3607, Pg. 622

Street Closure Plat for

Western Carolina

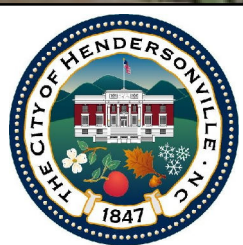
Community Action, Inc

*-Owners-
D.B. 3607, Pg. 622
Pin: 9569-40-9564
Pin: 9569-40-8533*

Hendersonville Township	Henderson County, NC
-------------------------	----------------------

ASSOCIATED LAND SURVEYORS

P.O. BOX 5/8 * HORSE SHOE, NC 28742	
(828) 890-3507 NC BUSINESS LICENSE NO. C-2774	
SCALE: 1 Inch = 20 Feet	DATE: February 11, 2021
DRAWING NO.: S-21-064	DRAWING BY: JTB
	INTERCADD



City of Hendersonville
March 2021

911 Tebeau Section 7, Item A.
P21-13-SCL
Street Closure Map
Community Development Department

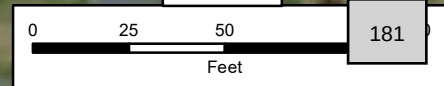
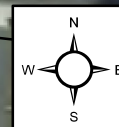


TEBEAU DR

9TH AVE W

N OAK ST

 Subject Area



911 Tebeau Street Closure Suggested Motions:

For Approval:

I move City Council adopt the order to permanently close an unopened and unimproved portion of Tebeau Drive located on PIN 9569-40-9564 as petitioned by David White, Chief Executive Officer of Western Carolina Community Action.

For Denial:

I move City Council deny the application to close an unopened and unimproved portion of Tebeau Drive located on PIN 9569-40-9564 as petitioned by David White, Chief Executive Officer of Western Carolina Community Action

**RESOLUTION OF INTENT TO CLOSE AN UNOPENED,
UNIMPROVED PORTION OF TEBEAU DRIVE**

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

WHEREAS, David White, Chief Executive Officer of Western Carolina Community Action has petitioned the City of Hendersonville City Council to close an unopened and unimproved unnamed portion of the street known as Tebeau Drive, located on Tract 2 of the property described in that deed recorded in the Henderson County Registry in Deed Book 3607 at page 622, having a PIN of 9569-40-9564; and

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

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

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

1. City Council herewith calls a public hearing to be held at 5:45 p.m. (or as soon thereafter as it may be heard) on the 1st day of April 2021, in the Council Chambers of City Hall to consider closing an unopened and unimproved unnamed portion of the street known as Tebeau Drive, located on Tract 2 of the property described in that deed recorded in the Henderson County Registry in Deed Book 3607 at page 622, having a PIN of 9569-40-9564. Persons shall be allowed to attend and comment in person or via Zoom at the following address:

<https://zoom.us/j/95746846396?pwd=YmlXdXdhcjlRFVlM2VElqcEVwT1ZLZz09#success>

Dial-in by phone: (646) 558-8656

Meeting ID: 957 4684 6396

Passcode: 28792

Written comments may be submitted prior to the public hearing on the City's webpage at www.hendersonvillenc.gov/public-comment or directly to the City Clerk, Angela Reece, areece@hvlnc.gov, 160 6th Avenue East, Hendersonville, NC 28792.

2. The legal description for the portion of Tebeau Drive proposed for closing is as follows:

Beginning on a ½" Iron pipe, said iron pipe being located S 83°46'01"E 134.58 feet from an Existing Iron Stake having State Plane Coordinates of N = 590444.065, and E = 964834.239, said iron pipe also being the southwestern corner of Tract 2 of the property described in that deed recorded in the Henderson County Registry in Deed Book 3607 at page 622, having a PIN of 9569-40-9564, and

running thence from said beginning point N 16°38'43" E 17.34' to a point, thence on a curve to the right, said curve having a radius of 199.08' and an arc length of 95.94' (chord bearing N 36°49'42" E and chord distance 95.01') to a point, thence on a curve to the left, said curve having a radius of 220.5' and an arc length of 54.48' (chord bearing N 46°08'13" E and chord distance 54.34') to a point, thence on a curve to the left, said curve having a radius of 157.83' and an arc length of 52.10' (chord bearing N 29°48'38" E and chord distance of 51.86') to a point, thence on a curve to the left, said curve having a radius of 225.21' and an arc length of 37.20' (chord bearing N 17°36'58" E and chord distance of 37.16') to a point, thence S 04°48'49" E a distance of 105.31' to a point, thence on a curve to the right, said curve having a radius of 155.31' and an arc length of 62.09' (chord bearing S 43°43'12" W and chord distance of 61.68') to a point, thence on a curve to the left, said curve having a radius of 159.08' and an arc length of 30.70' (chord bearing S 44°48'41" W and chord distance of 30.66') to a point, thence on a curve to the left, said curve having a radius of 159.08' and an arc length of 43.04' (chord bearing S 31°31'54" W and chord distance of 42.91') to a point, thence S 16°38'43" W 7.63' to a point, thence N 83°46'01" E 40.67' to the point and place of beginning. Containing 0.17 Acre and being a portion of the right of way of Tebeau Drive running between Lots 1 and of Rosemont subdivision to the west, and Lots 17 and 18 of Rosemont subdivision to the East, as shown on Plat Cabinet B, Slide 103 of the Henderson County Registry.

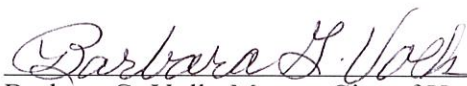
The above-described portion of Tebeau Drive to be closed will also be shown on a plat to be recorded in the Henderson County Registry if approved by City Council.

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

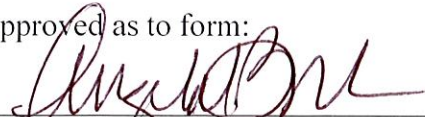
Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of March 2021.

Attest:


Angela L. Reece, City Clerk


Barbara G. Volk, Mayor, City of Hendersonville

Approved as to form:


Angela S. Becker, City Attorney



CITY OF HENDERSONVILLE
DEVELOPMENT ASSISTANCE DEPARTMENT
 100 N. King Street ~ Hendersonville, NC ~ 28792
 Phone (828) 697-3010 ~ Fax (828) 697-6185
 www.cityofhendersonville.org

PETITION TO PERMANENTLY CLOSE A STREET / ALLEY

The following are required to constitute a complete application for closing a street or alley:

- ~ This form including the signature(s) of property owner(s) adjoining the street or alley.
- ~ Appropriate fee.
- ~ A copy of the deed indicating ownership of the property.
- ~ 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.
- ~ A typed boundary description of the area to be closed, in digital format if possible.

Date 2/12/2021 Name of street/alley "unnamed" 911 Tebeau Dr.
Hendersonville NC

List 10 digit PIN or 7 digit PID number 9569-40-9564 , 9569-40-8333

Are you proposing to close a street or alley?

☒ STREET

☐ ALLEY

Are you closing all or a portion of the street/alley?

☐ ALL

☐ PORTION

Applicant Name Western Carolina Community Action

Address 220 King Creek Blvd. Hendersonville NC 28792
DWhite@wcca.org

Phone 828 696-6674 Fax Mnelson@wcca.org Email DWhite@wcca.org
*828-697-4287 Lin Carter@wcca.org
Mnelson@wcca.org

Property Owner: Name

Address

Signature

D. White CEO

Printed Name

David White
Chief Executive Officer

Property Owner: Name

Address

Signature

*

Printed Name

Official Use:

DATE RECEIVED: _____ BY _____ FEE RECEIVED \$ _____

Submitted electronically by "Romeo, Harrelson & Coiner, P.A."
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Henderson County Register of Deeds.

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to him paid by Grantee, receipt of which is hereby acknowledged, does give, grant, bargain, sell and convey unto Grantee, their heirs and assigns, in fee simple, the following described property located in Hendersonville Township, Henderson County, North Carolina:

See the attached Exhibit A, incorporated herein by reference as if set out in full for a complete legal description.

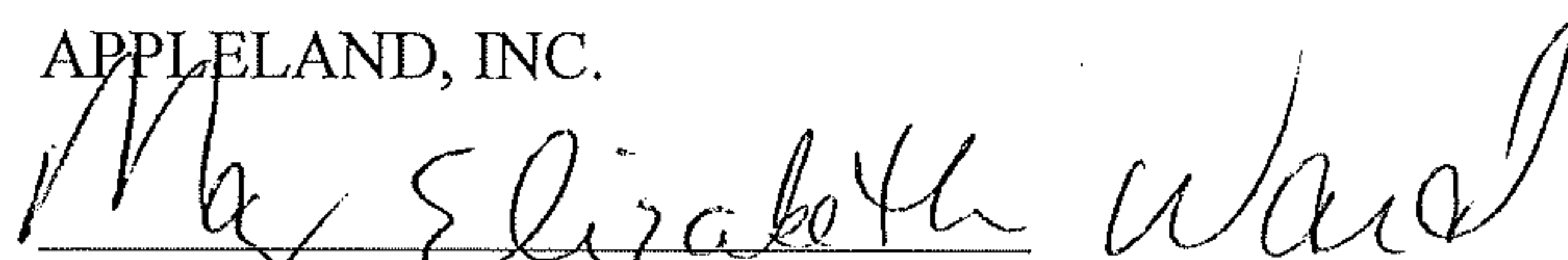
TO HAVE AND TO HOLD the above described premises, with all privileges and appurtenances thereunto appertaining unto Grantee, their heirs and/or successors and assigns, in fee simple.

Grantor covenants with 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 herein stated.

Subject to restrictions, easements, rights of way of record and for *ad valorem* taxes for the current year.

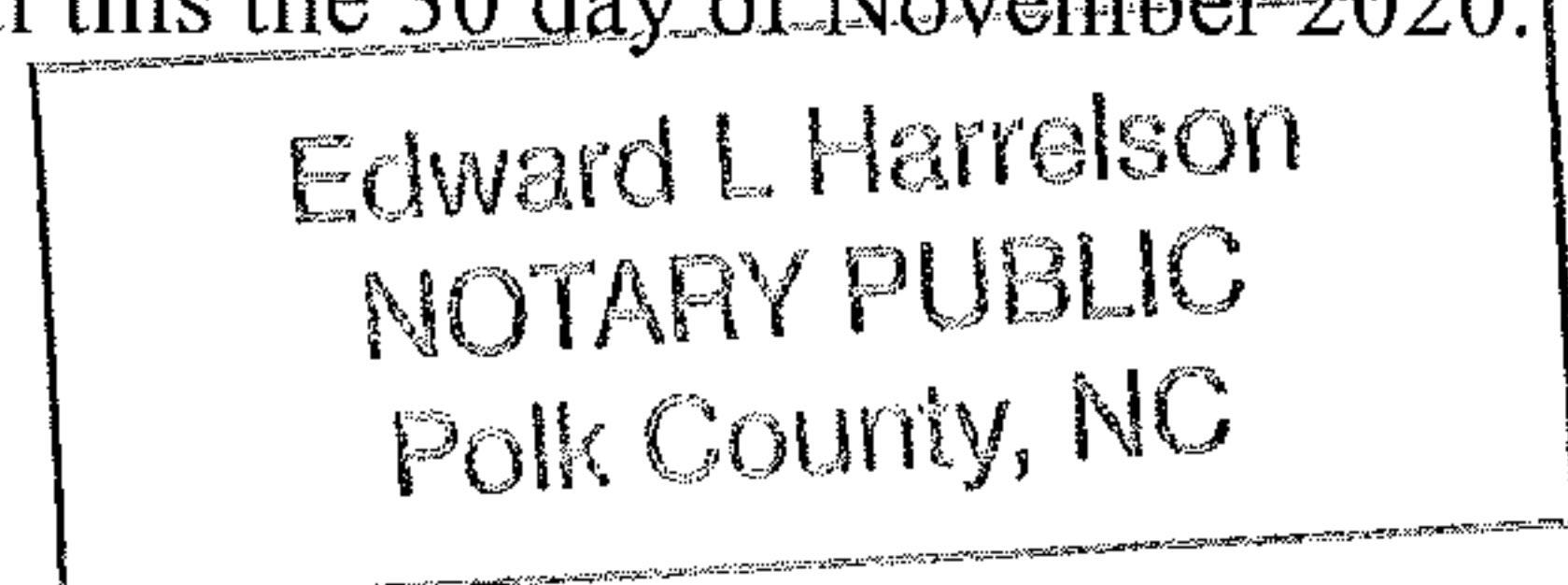
IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal, the day and year first above written.

APPLELAND, INC.


By: VICE PRESIDENT

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

I, the undersigned Notary Public of the County and State aforesaid, certify that Mary Elizabeth Ward personally came before me this day and acknowledged that she is the Vice-President of Appleland, Inc., and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and official seal this the 30 day of November 2020.





Notary Public

My commission expires: Jan 17, 2025.

**EXHIBIT A: PROPERTY of
WESTERN CAROLINA COMMUNITY ACTION, INC.**

TRACT ONE:

A one-acre portion of property conveyed by J. E. Heinemann and wife to David H. Matthews by deed dated July 2, 1992 and recorded in Deed Book 801, Page 177 of the Henderson County Registry and described by metes and bounds in accordance with a plat of survey prepared by William Patterson, R.L.S. dated August 24, 1995 as follows:

BEGINNING on an iron pin marking the southeast corner of the Matthews parcel referred to above, said iron pin marking the southwest corner of property owned by Appleland, Inc. and described by deed recorded in Book 673, Page 123 of the Henderson County Registry and running then from said beginning point with the North margin of Ninth Avenue west, North 85 deg. 15 min. 56 sec. West 134.68 feet to an iron pin; then leaving the North margin of Ninth Avenue West and running a new line North 3 deg. 3 min. 28 sec. East 315.27 feet to an iron pin standing in the South margin of the 40-foot wide right of way for Thornton Place; then with said right of way South 89 deg. 53 min. 30 sec. East 137.17 feet to an iron pin; then leaving the South margin of said 40-foot wide right of way South 3 deg. 28 min. 27 sec. West 325.28 feet to an iron pin and the point of beginning.

TRACT TWO:

BEGINNING at an iron pin at the Southwest corner of Lot 5, Rosemont Subdivision according to the plat thereof recorded in Plat Cabinet B, Slide 103 (formerly Plat Book 2, Page 2), Henderson County Registry, and also being the Southwest corner of that certain parcel described as Tract 1 in that Deed to Estelle F. Strider recorded in Deed Book 442, Page 101, Henderson County Registry, all as shown on the plat of survey hereinafter referred to and running thence South 80 deg. 35 min. 24 sec. East 120 feet to an iron pin; running thence along and with Tebeau Drive South 07 deg. 50 min. 23 sec. West 273.73 feet to an iron pin at the point of intersection of the western margin of Tebeau Drive and the northern margin of Ninth Avenue West; running thence with Ninth Avenue West, North 80 deg. 35 min. 24 sec. West 120.00 feet to an iron pin; running thence North 07 deg. 50 min. 23 sec. East 273.73 feet to the point and place of beginning, containing 0.75 acres, more or less, according to the plat of survey prepared by Laughter, Austin and Associates, P.A., Job No. 86-45.

CERTIFICATE OF MAILING

This is to certify that the foregoing document has been duly served by depositing a copy of the same in the United States Mail, first-class, postage pre-paid, to the following:

1. Western Carolina Community Action, Inc. – PO Box 685, Hendersonville, NC 28793

Terri Swann

Terri Swann

Date 3/15/21

Administrative Assistant, Community Development Department

Henderson County, North Carolina

I certify that the following person personally appeared before me this day,
acknowledging to me that she signed the foregoing document: Street closing - Tebeau Dr.

Date: 3/15/2021

Notary Signature: [Signature]

Notary Printed Name: Lisa N. (Tay)

My Commission Expires: (1907.5 2021





StarNews | The Dispatch
Times-News

Order Confirmation

Not an Invoice

Section 7, Item A.

Account Number:	488558
Customer Name:	City Of Hendersonville
Customer Address:	City Of Hendersonville 145 5TH AVE E HENDERSONVILLE NC 28792
Contact Name:	City Of Hendersonville
Contact Phone:	8286973003
Contact Email:	
PO Number:	

Date:	03/08/2021
Order Number:	5647842
Prepayment Amount:	\$ 0.00

Column Count:	True
Line Count:	tableCell18
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	4	03/09/2021 - 03/30/2021	Govt Public Notices
HEN blueridgenow.com	4	03/09/2021 - 03/30/2021	Govt Public Notices

Total Order Confirmation

\$171.51

Ad Preview

Section 7, Item A.

RESOLUTION OF INTENT
TO CLOSE AN UNIMPROVED,
UNIMPROVED PORTION OF
TEBEAU DRIVE,
GENERAL
Statute (G.S.) 160A-299 author-
izes the City Council to close
public streets and alleys; and
WHEREAS, David White,
Chief Executive Officer of
Western Carolina Community
Action has petitioned the City
of Hendersonville City Council
to close an unimproved and unim-
proved unnamed portion of the
street known as Tobeau Drive,
located on Tract 1 of the prop-
erty described in that deed
recorded in the Henderson
County Registry in Deed Book
340 at page 622, having a PTA
of 1646-40-664 and
WHEREAS, the General
City Council conducted a public
hearing for the purpose of
giving consideration to the
petition and
WHEREAS, At the public
hearing, any person may be
heard on the question of
whether or not the closing
would be detrimental to the
public interest, or the property
rights of any individual and
NOT THEREFORE, BE IT
RESOLVED by the City Coun-
cil of the City of Henderson-
ville, North Carolina that:

1. City Council herewith calls a
public hearing to be held at
5:45 p.m. (or 6:30 p.m. there-
after) on the 1st day of April 2021, in the
Council Chambers of City Hall
located at 160 Sixth Ave. E.
Hendersonville, to consider
closing an unimproved and unim-
proved unnamed portion of the
street known as Tobeau Drive,
located on Tract 2 of the prop-
erty described in that deed
recorded in the Henderson
County Registry in Deed Book
340 at page 622, having a PTA
of 1646-40-664. Persons shall be
allowed to attend and comment
in person or via Zoom at the
following address:
<https://us02zoom.us/j/2586666332?pwd=MTU4ODhkdjZkdz09>
Meeting ID: 258-666-6332
Join by phone: (640) 538-8656
Meeting ID: 257-464-6395
Passcode: 28992

Written comments may be
submitted online to the public
session on the City website
www.hendersonville.org/cityhall

2. The legal description for the
portion of Tobeau Drive
proposed for closing is as
follows:

Beginning on a 1/4" Iron pipe,
and iron pipe being located S
87°40'01"E 134.8 feet from an
Existing Iron stake having
USGS coordinates of N
39°45'46.6" and E = 144.1475
feet into said site from the
southwestern corner of Tract 2
of the property described in
that deed recorded in the
Henderson County Registry in
Deed Book 340 at page 622,
having a PTA of 1646-40-664,
and running thence from said
beginning point N 18°38'42" E
17.34' to a point, thence on a
curve to the right, said curve
having a radius of 197.87' and
an arc length of 15.54' (chord
bearing N 34°42'42" E and
point, thence on a curve to the
left, said curve having a radius
of 230.3' and an arc length of
34.48' (chord bearing N
54.34' to a point, thence on a
curve to the left, said curve
having a radius of 157.87' and
an arc length of 52.15' (chord
bearing N 29°48'31" E and
chord distance of 31.62') to a
point, thence on a curve to the
left, said curve having a radius
of 225.31' and an arc length of
37.59' (chord bearing N
42°12'17" E and chord distance
of 52.18') to a point, thence S
87°40'01" E a distance of 185.31'
to a point, thence on a curve to
the right, said curve having a
radius of 155.17' and an arc
length of 62.09' (chord bearing
S 47°42'17" W and chord
distance of 81.68') to a point,
thence on a curve to the left,
said curve having a radius of
159.28' and an arc length of
38.37' (chord bearing S
44°40'41" W and chord distance
of 26.64') to a point, thence on
a curve to the left, said curve
having a radius of 159.08' and
an arc length of 43.64' (chord
bearing S 31°31'54" W and chord
distance of 62.81') to a point,
thence S 16°28'42" W 7.20' to a
point, thence N 83°16'01" E
beginning, Containing 6.17 Acre
and being a portion of the right
of way of Tobeau Drive
running between Lots 1 and 4 of
Easement subdivision to the
west, and Lots 17 and 18 of
Easement subdivision to the
East, as shown on Plat Cabinet
8, Slide 103 of the Henderson
County Registry.

The above-described portion of
Tobeau Drive to be closed will
also be shown on a plat to be
recorded in the Henderson
County Registry if approved by
City Council.

3. The City Clerk is hereby
directed to publish this Resolution
in the Hendersonville Herald
four successive weeks.

4. The City Planning Staff is
further directed to transmit by
registered or certified mail to
each owner of property abut-
ting upon that portion of said
street a copy of the Resolution
of intent.

5. The City Planning Staff is
further directed to cause
separate notices of the Resolu-
tion of intent and the scheduled
public hearing to be airmail-
ed to each owner of property
abutting the portion of Brown
Street proposed for closure as
required by G.S. 160A-299.
Adopted by the City Council of
the City of Hendersonville,
North Carolina on this 4th day
of March 2021.

Attest: Barbara G. Volk,
Mayor, City of Hendersonville
Angela L. Reese, City Clerk
Approved as to form:
Angela S. Beeker, City Attor-
ney
39, 396, 392, 390 566782



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

PLANNING DIVISION

SUBMITTER: Lew Holloway – Community Development Director

MEETING DATE: Date

AGENDA SECTION: PUBLIC HEARING

DEPARTMENT: Community Development

TITLE OF ITEM: Standard Rezoning: The Cascades Annex (P21-09-RZO) – *Matt Manley, Planning Manager, AICP.*

SUGGESTED MOTION(S):

1. <u>For Recommending Approval:</u>	2. <u>For Recommending Denial:</u>	3. <u>For Recommending Withdrawal:</u>
I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from C-3 (Highway Business District) to CHMU (Commercial Highway Mixed Use Zoning District), based on the application submitted by the applicant, finding that the rezoning is consistent with the Comprehensive Plan’s Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons: [Please state reasons describing why this development is good for the community. Examples follow, or to include your own] 1. [if applicable]. 2. The proposed use is compatible with the area. [if applicable]. 3. There are adequate public facilities and services such as water supply, fire and police protection, etc. are available to support the proposed amendment. [if applicable]. 4. [if applicable].	I move the City Council does not adopt an ordinance rezoning the subject property for the following reasons: [Please state reasons describing why you are moving to deny the application. Examples follow or include your own.] 1. The development is not consistent with the Comprehensive Plan [if applicable]. 2. The development is not compatible with the surrounding uses. [if applicable]. 3. The development is not in the public interest because [state why if applicable]. 4. There are not adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation available to support the proposed amendment. [if applicable]. 5. The development will have a detrimental impact on the natural environment [if applicable].	Insert Motion [DISCUSS]

SUMMARY:

The City is in receipt of a Zoning Map Amendment (rezoning) application from David Day and Day & Night, LLC. for a new potential use at, the “Cascades Annex” building located at 0 Sugarloaf Rd (PIN # 9579551888) adjacent to 201 Sugarloaf Rd (The Cascades Mountain Resort). The project involves a

former motel building that is being sold with an anticipated desire for the use to change to multi-family apartments.

No development is proposed as part of this rezoning. For additional detail, please see the attached staff report prepared for the Planning Board.

PROJECT/PETITIONER NUMBER:	P21-09-RZO
PETITIONER NAME:	David Day, Day and Night, LLC.
ATTACHMENTS:	1. City Council Memo 2. Planning Board Staff Report 3. Ordinance 4. Suggested Motions 5. Cascades Proposed Zoning

Community Development Memo

TO: City Council

FROM: Community Development Department - Planning Division

RE: Rezoning – from C-3 (Highway Business Zoning) District to CHMU (Commercial Highway Mixed-Use Zoning District) for The Cascades Annex by Day & Night, LLC.

FILE #: P21-09-Z

DATE: April 1, 2021

PROJECT DESCRIPTION

The City is in receipt of a Zoning Map Amendment (rezoning) application from David Day and Day & Night, LLC. for a new potential use at, the “Cascades Annex” building located at 0 Sugarloaf Rd (PIN # 9579551888) adjacent to 201 Sugarloaf Rd (The Cascades Mountain Resort). The project involves a former motel building that is being sold with an anticipated desire for the use to change to multi-family apartments.

No development is proposed as part of this rezoning. For additional detail, please see the attached staff report prepared for the Planning Board.

PLANNING BOARD

The Planning Board considered this application at their meeting on March 8. They voted unanimously in favor of recommending approval. The motion and discussion is provided below:

Zoning Map Amendment – Application from David Day and Day & Night, LLC for a rezoning of PIN 9579-55-1888 from C-3, Highway Business to CHMU, Commercial Highway Mixed Use for the Cascades Annex located on Sugarloaf Road. (File #P21-09-Z). Mr. Manley gave the following background:

This is a standard rezoning request and not a conditional rezoning. The project involves a former motel building that is being sold with an anticipated desire for the use to change to multi-family apartments. The rezoning is requested due to a desire to expand the permitted uses of the property to include multi-family residential. C-3 Highway Business permits motels but does not permit multi-family residential. CHMU, Commercial Highway Mixed Use allows both multi-family residential and hotels.

At this point the applicant is only anticipating that a future buyer of the property would want the flexibility to convert the structure to residential use.

There is one parcel associated with this rezoning. The subject parcel is developed and was originally constructed as a motel in conjunction with the neighboring Cascades Hotel. The property was subdivided in July 2018. The site is bordered by the I-26 interstate right-of-way. Other surrounding uses are wholesale business, mini-warehouses and additional hotels such as the Hampton Inn.

The subject property is classified as Regional Activity Center on the 2030 Comprehensive Plan's Future Land Use Map. This proposal would accommodate rental apartments and the need for housing.

A major factor is the design standards for the CHMU zoning district. If significantly renovated it would enhance the aesthetics greatly.

Mr. Brown stated he assumes this could not be used as condos. Mr. Manley stated condos are basically the same as apartments as far as how they are treated in the zoning code.

Mr. Jones asked if after the rezoning they decided to convert the structure into apartments, would it come back to the Planning Board. Mr. Manley stated they would only need a zoning permit for a change of use and staff would make sure they had required parking and landscaping. Mr. Morrow stated yes, they would need a change of use if they use the existing building. If they tore the building down, and the renovation was between 20,000 and 50,000 sq. ft. it would come back to Planning Board for site plan approval. If it was below 20,000 sq. ft. that would be staff approval only and if it was over 50,000 sq. ft. that would trigger a conditional rezoning.

Chair asked if there were any further questions. There were no questions.

David Day stated he is from Fairview and has owned the Cascades for 5 years. They do not have a buyer for the back building but would like the rezoning for the flexibility of having the multi-family use. He believes it would be a good fit.

Chair asked if there were any questions. There were no questions.

Chair asked what the existing use of the building is currently. Mr. Manley stated he believes it is vacant. Mr. Day stated it was used as a 50-room hotel back in the 80's. When he bought it 5 years ago it was vacant and boarded up. It has sat vacant for quite some time. They are wanting to keep the front building as a hotel and take the back property to do residential development.

Mr. Jones asked if there is city water and sewer already. Mr. Day stated there is already a city water line and sewer and a large gas line as well.

Mr. Blatt asked about the Comp Plan. Mr. Manley stated it is classified as Regional Activity Center. Mr. Blatt asked if this encourages residential. Mr. Manley stated it recommends multi-family residential.

There was no public comment for this project.

Ms. Peacock moved the Planning Board recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from C-3, Highway Business to CHMU, Commercial Highway Mixed Use based on the application submitted by the applicant, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons: it is consistent with the future land use and this mixed use type project is going to be in the best interest of the public. Mr. Blatt seconded the motion which passed unanimously.

Community Development Staff Report

TO: Planning Board

FROM: Community Development Department - Planning Division

RE: Rezoning – from C-3 (Highway Business Zoning) District to CHMU (Commercial Highway Mixed-Use Zoning District) for The Cascades Annex by Day & Night, LLC.

FILE #: P21-09-Z

DATE: March 8, 2021

PROJECT DESCRIPTION

The City is in receipt of a standard Rezoning application from David Day and Day & Night, LLC. for a new potential use at, the “Cascades Annex” located at 0 Sugarloaf Rd (PIN # 9579551888) adjacent to 201 Sugarloaf Rd (The Cascades Mountain Resort hotel). The project involves a former motel building that is being sold with an anticipated desire for the use to change to multi-family apartments.

No development is proposed as part of this rezoning. No Concept Plan or Preliminary Site Plan is required as part of this process. The rezoning is requested due to a desire to expand the permitted uses of the property to include multi-family residential. C-3 Highway Business permits hotels, but it does not permit multi-family residential. CHMU Commercial Highway Mixed Use, on the other hand, permits both hotel and multi-family uses.

The property is listed for sale. At this point, the applicant is only anticipating that a future buyer of the property would want the flexibility to convert the structure to residential use. There are no specific plans at this time. At any point in the future, after the property is rezoned and if and when any new plans are put into motion, a zoning permit would be needed to implement the change of use. Any zoning requirements and development standards (minimum parking, landscaping, screening requirements, etc.) would become applicable at that time and would be reviewed as part of the application process. In other words, those requirements do not have to be met at this time as part of a standard rezoning process but will be applied in the future should a change of use or development trigger them. The new zoning district (CHMU) has higher standards of development than the current zoning (C-3). Any future development would be required to meet these higher standards.

SUMMARY ANALYSIS

The primary distinction between the proposed zoning district (CHMU) and the current zoning district (C-3) is an expanded residential component that reflects a “mixed use” character and the increased development standards of the CHMU. Many of the same

PLANNING BOARD
0 N JUSTICE/BROWN ST/9TH AVE – PARDEE ENTRANCE / BROWN STREET PARKING LOT
FEBRUARY 8, 2021
PAGE 2

commercial uses are permitted in both districts. However, a range of residential-oriented uses, including Multi-Family, are permitted in the CHMU but not permitted in the C-3.

PROCESS GUIDELINES

In reviewing a rezoning request, staff, the Planning Board and City Council are tasked with reviewing the project to determine how it fits into our community based on our guiding planning documents. The specific categories of review are identified in Section 11-4 of the *City's Zoning Ordinance*, which highlights that the following factors shall be considered prior to adopting or disapproving an amendment to the City's Official Zoning Map. Additionally, the **2030 Comprehensive Plan** provides guidance on the review of zoning changes.

Zoning Code Section 11-4:

1. **Comprehensive Plan consistency.**
Consistency with the Comprehensive Plan and amendments thereto.
2. **Compatibility with surrounding uses.**
Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.
3. **Changed conditions.** Whether and the extent to which there are changed conditions, trends or facts that require an amendment.
4. **Public interest.** Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.
5. **Public facilities.** Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.
6. **Effect on natural environment.** Whether and the extent to which the proposed amendment

Figure 8.3a: Zone Change Review Criteria

In addition to determining whether a zone change application demonstrates a clear public purpose, the City should consider the criteria listed below. These criteria help to ensure that zone changes will promote the health, safety and general welfare of the public.

1. Consistency with the Goal, Recommended Land Uses, and Development Guidelines of the applicable Future Land Use Plan category
2. Consistency with all other applicable Goals of the Comprehensive Plan
3. Compatibility between the requested use or zoning district and the prevailing uses in the surrounding area
4. Whether the requested use or zoning district benefits the surrounding neighborhood and general public or a small area and only one or a few landowners
5. Whether the design of the requested use (or available design standards and guidelines associated with the requested zoning district) mitigate potential conflicts between uses
6. Potential impacts on environmentally sensitive areas (if applicable)
7. Potential impacts on agricultural resources (if applicable)
8. Potential impacts on certified historical properties and historic districts (if applicable)
9. Potential impacts on area access and traffic patterns
10. Adequacy of public services and facilities for water supply, wastewater treatment, fire and police protection, and transportation to support the requested use or zoning district
11. Adequacy of public parks, recreation and educational facilities to support the requested use or zoning district

Rezoning Request Context Analysis

COMPREHENSIVE PLAN CONSISTENCY

LAND USE & DEVELOPMENT (CHAPTER 8):

The subject property is classified as **Regional Activity Center** on the 2030 *Comprehensive Plan's Future Land Use Map (FLUM)*. The rezoning site is included in a Priority Infill Area and is located just south of an identified Activity Node. A site-specific section of the *FLUM* (Appendix B) is included in this staff report.

The *FLUM* designates all adjacent parcels as **Regional Activity Center** as well. Beginning one parcel over to the east the area becomes designated as **Business Center**. The goal of the **Regional Activity Center** classification is outlined below with specific relevant sections highlighted:

Goal LU-9.

Regional Activity Center: Meet the large-scale retail needs of Hendersonville residents while encouraging mixed-use, walkable design through redevelopment and infill projects.



Strategy LU-9.1.

Locations:

- Commercial areas surrounding the US-64/I-26 and Upward Road/I-26 interchanges

- **Priority Infill Areas (beige):** 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



Example of a Regional Activity Center

Strategy LU-9.2.

Primary recommended land uses:

- Community and regional retail sales and services
- Restaurants

- Provision of pedestrian connections to parking and other buildings and properties

Strategy LU-9.3.

Secondary recommended land uses:

- Multi-family residential
- Offices
- Public and institutional uses
- Pedestrian amenities

Activity Nodes:

- Encouragement of multi-story, mixed-use buildings with retail on ground floors and office/residential on upper floors
- Placement of new buildings close to the street along thoroughfares (less than 20 feet) encouraged
- Location of all parking to the side or rear of buildings or in a garage encouraged
- Improved pedestrian connections to surrounding neighborhoods

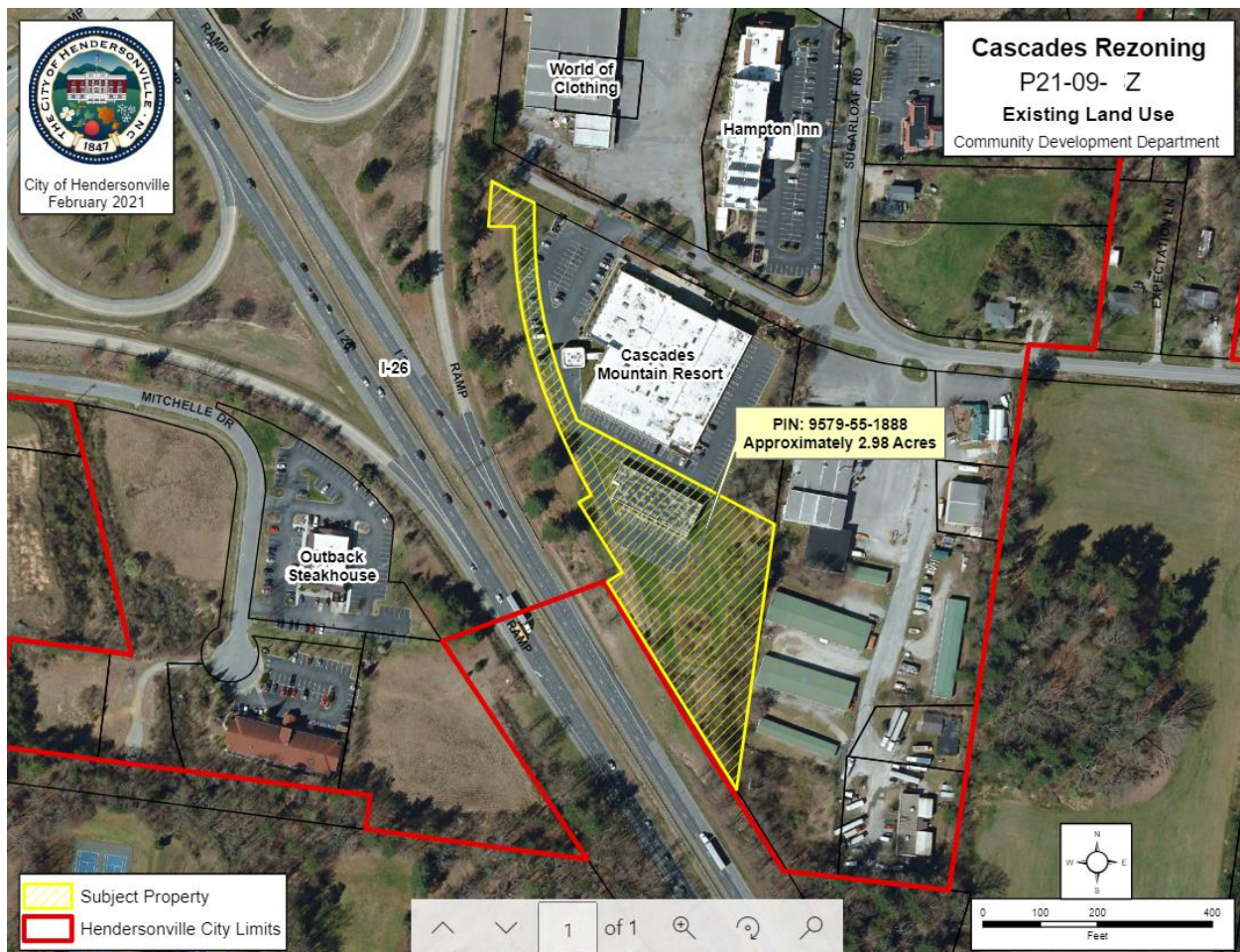
Strategy LU-9.4.

Development guidelines:

- Mitigation of bulk of large buildings through façade detailing and window coverage
- Hiding of large parking lots (more than one double-row deep) from thoroughfares with outlot structures

SURROUNDING LAND USE – COMPATIBILITY & ZONING

There is 1 parcel associated with this proposed rezoning. The subject parcel is developed and was originally constructed as a motel in conjunction with the neighboring Cascades Hotel. The property was subdivided from the parent parcel in July of 2018. As stated, what is now an adjacent parcel to the north, is the home of The Cascades Mountain Resort hotel (not included as part of this rezoning request). The other key land use factor related to this rezoning is that the site is bordered by the I-26 Interstate right-of-way and is located within close proximity to the I-26/Four Seasons Blvd/Chimney Rock Rd interchange. Other surrounding land uses include wholesale businesses, mini-warehousing and additional hotels. The surrounding land uses and zoning districts are shown on the “Existing Land Use Map” (below) and “Current Zoning Map” (Appendix C).



SITE PLAN REVIEW (TECHNICAL INPUT / ZONING CODE)

No site plan is associated with this development. The information below is intended to give a snapshot of the development standards for the CHMU zoning district and how it might apply to this site. This information is provided in lieu of a site plan review. The Development Review Committee did not review this rezoning request. Any technical requirements related to engineering, transportation, stormwater, utilities, etc. will be reviewed at the time of submittal of a zoning permit or other development application.

Existing Buildings

- 16,129 Sq Ft Building (1966 motel enclosed and converted to hotel)

Lot Size

- 2.98 Acres

Project Summary

- Existing building currently vacant / used for storage
- No new construction proposed
- Change of zoning will allow for additional use (multi-family likely)

Zoning District Standards for Section 5-27 – CHMU (Commercial Highway Mixed Use)

- Intent: The stated intent of the CHMU is to encourage a mix of high density residential development in conjunction with appropriately scaled and compatible commercial development, consisting of community and regional retail sales and services, professional offices, research facilities, restaurants, accommodations services and similar uses. Development design becomes a critical consideration when establishing regional activity centers that create attractive and functional roadway corridors which also encourage mixed-use and walkable design. In addition to the general dimensional and use provisions, the regulations contained herein, along with those in Article XVIII which apply to mixed use zoning district classifications generally, address the design of buildings and development sites.
- Uses:
 - CHMU allows for the physical integration of both commercial and residential uses on a single site.
 - Commercial Uses in the CHMU are similar to other highway commercial districts with the exception of some of higher intensity commercial uses.
 - The “mixed use” component of the CHMU is reflected in the inclusion of permitted uses such as: Adult Care Homes, Child Care Homes, Day Care Centers, Agriculture, Camps, and Multi-Family Residential.
- General Development Standards:
 - Density:

- The permitted residential density of the CHMU varies depending on the amount of Open Space
 - The current configuration of this parcel has 1.76 acres of Open Space which equates to 60% of the parcel.
 - This current configuration of 60% Open Space would allow for the maximum density of 12/units per acre.
- Setbacks
 - Vary depending on building type
- Common Space: The zoning district has very clear standards intending to create usable open space that support high quality experiences for pedestrian workers, shoppers, and residents to safely and comfortably gather, browse, sit, interact, or congregate. Standards are made for the size of common space, planting of trees, provision of seating, undergrounding of utilities and other amenities such as: fountains, public art, information kiosks, etc.
- Building Orientation: Buildings must orient roadways or public spaces.
- Architectural Details: At least 3 architectural features such as dormers, gables, eaves, etc. (13 features listed) must be provided on facades that are visible from the roadway.
- Building Facades: At least two contrasting materials must be used. At least 15% of the façade, exclusive of windows, doors and trim, shall consist of stone, brick, decorative concrete or decorative block. Certain materials are also prohibited from being used
- Windows: Must be recessed or trimmed
- Building Scale: Detailed provisions are in place for building offsets for both residential and non-residential uses.
- Residential Development Standards:
 - Residential development shall contain a variation of façades and materials so that there shall not be a row or strip housing appearance. Means to accomplish this goal may include the use of dormers, gables, recessed entries, covered porch entries, bay windows, cupolas or towers, and a variation in the depth and height of walls, among others.
 - Architectural Standards:
 - Useable Porches
 - Garage recessed or oriented away from the street
 - Accessory structures over 150 Sq Ft use same cladding as primary

- structure
 - Front fences and walls shall be decorative and no more than 4’.
- Configurations:
 - Gabled, hipped or clerestory roofs with 5:12 to 12:12 pitches required
 - Foundations must be brick, stone, or stucco
- General Standards for Non-Residential / Multi-Family:
 - Screening required for mechanical, storage, garbage, etc.
 - Standards for screening included
 - Parking/Vehicular Use to be setback 20’ and screened
 - Encroachments permitted for stoops, chimneys, balconies and bay windows up to 5’.
 - Parapets and cornices required for buildings with flat roofs
- General Standards for Single-Family, Two-Family and Townhouses:
 - Not included in this report as unlikely to be pursued as any adaptive reuse of the existing building.
- Specific Standards for Multi-Family:
 - Setbacks:
 - Front: 10’
 - Side: 15’ + 5’ for each floor above 2 story
 - Rear: 15’ + 5’ for each floor above 2 story
 - Parking:
 - Side or Rear only + screened from view
 - Vehicular Access:
 - Developments will be serviced by alleys or rear lanes. No driveways along the front except when accessed by a private street or drive.
 - Height: 4-Stories
 - Accessory Structure Setbacks: Side or Rear only - 0’

Parking Requirements - Table 6-5

- 1 space per dwelling unit or 1.5 space per dwelling unit over 3 bedrooms

Traffic Impact Analysis - Section 6-18

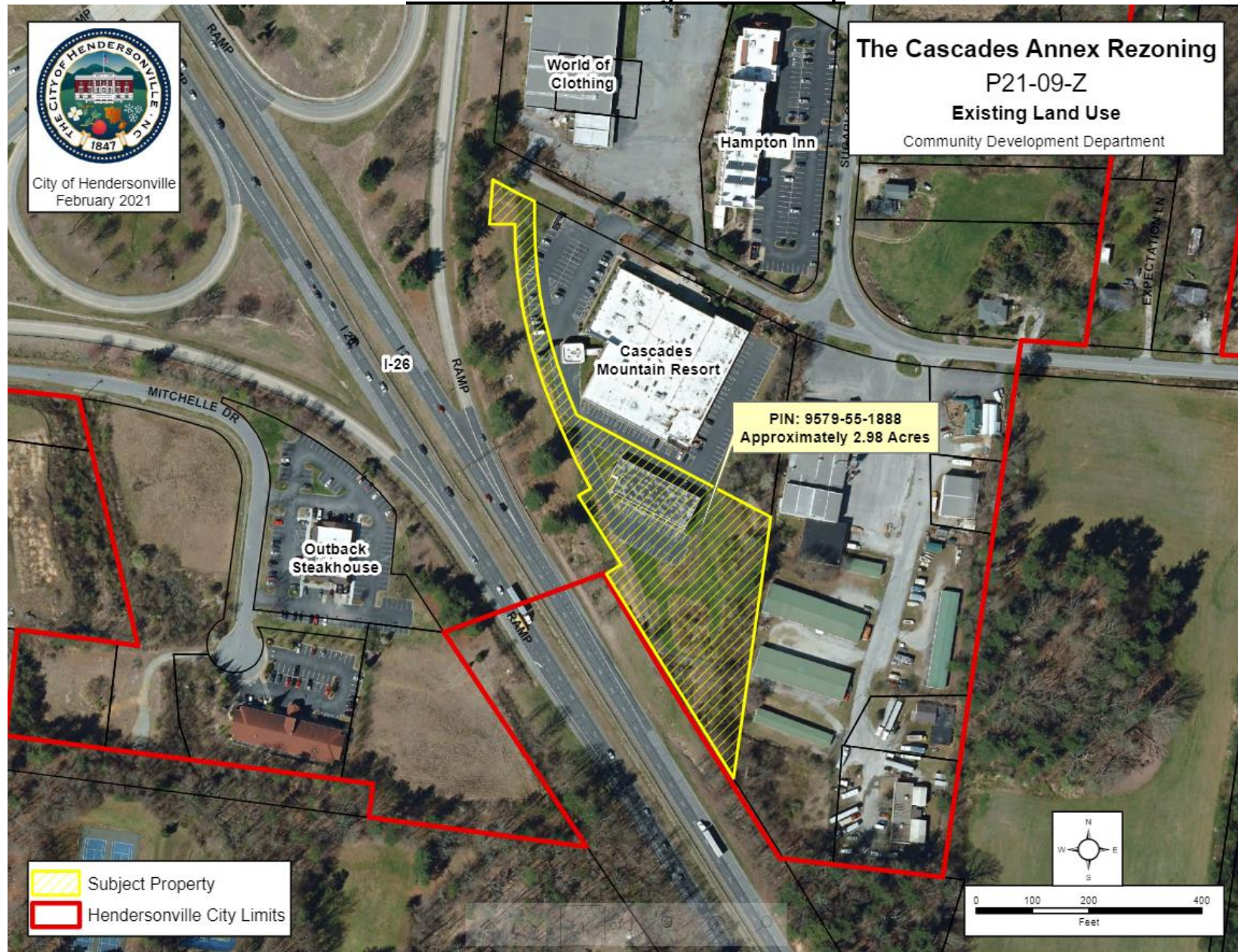
- TBD

Entrance/Exit

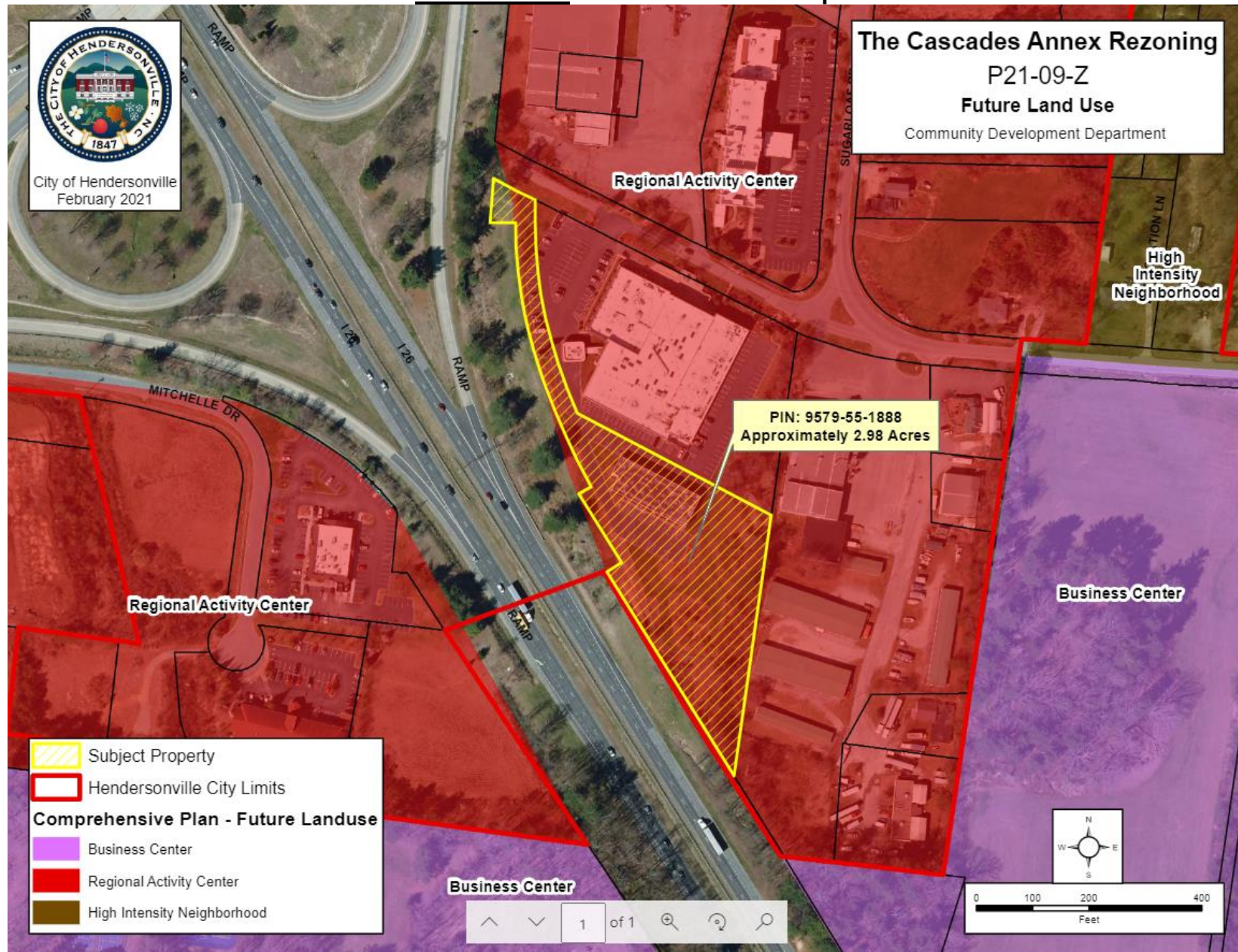
PLANNING BOARD
0 N JUSTICE/BROWN ST/9TH AVE – PARDEE ENTRANCE / BROWN STREET PARKING LOT
FEBRUARY 8, 2021
PAGE 9

- Access to the project site will be through the Cascades Mountain Resort parking lot via a shared access easement or a private drive will be developed along the parcel stem.

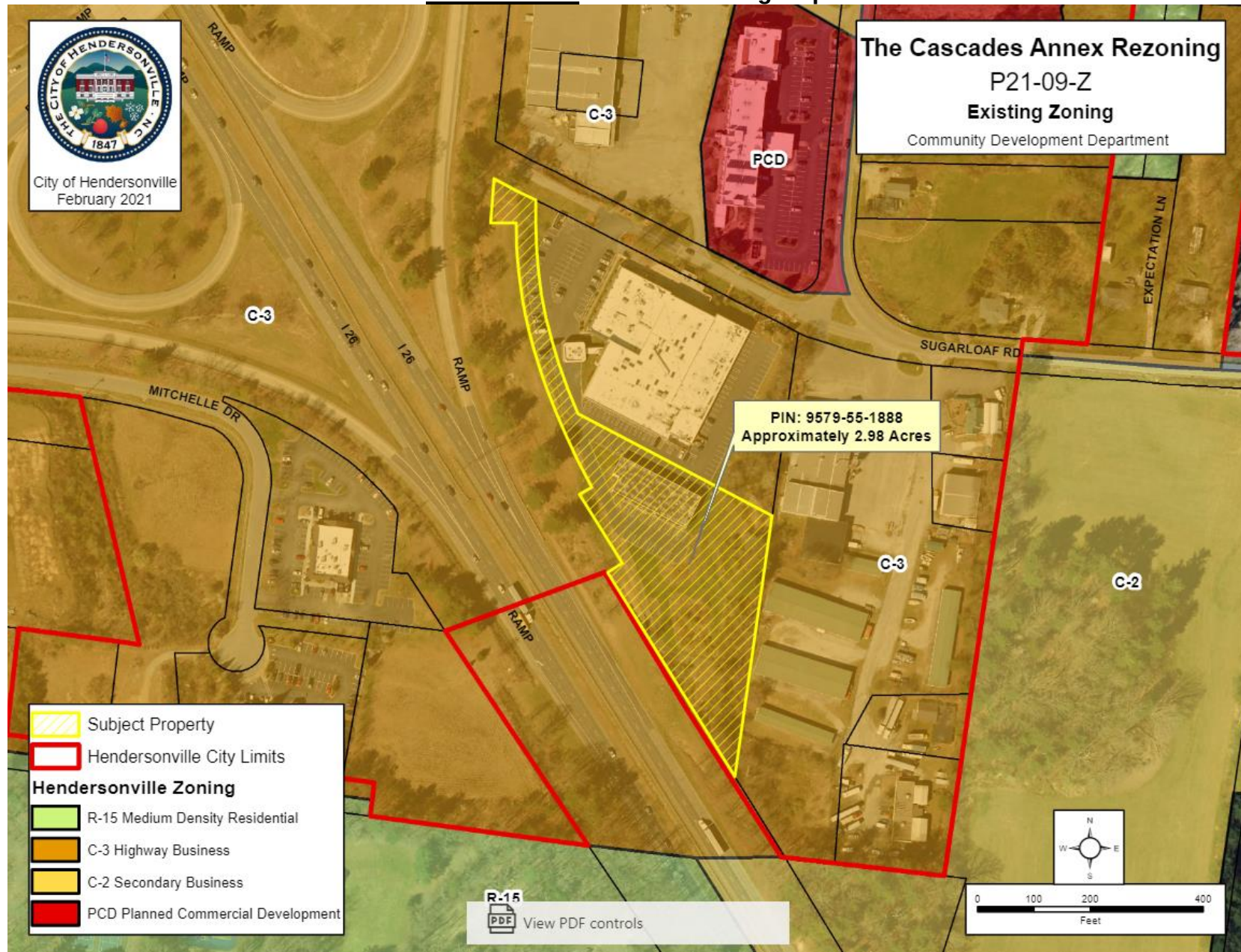
APPENDIX A – Existing Land Use Map



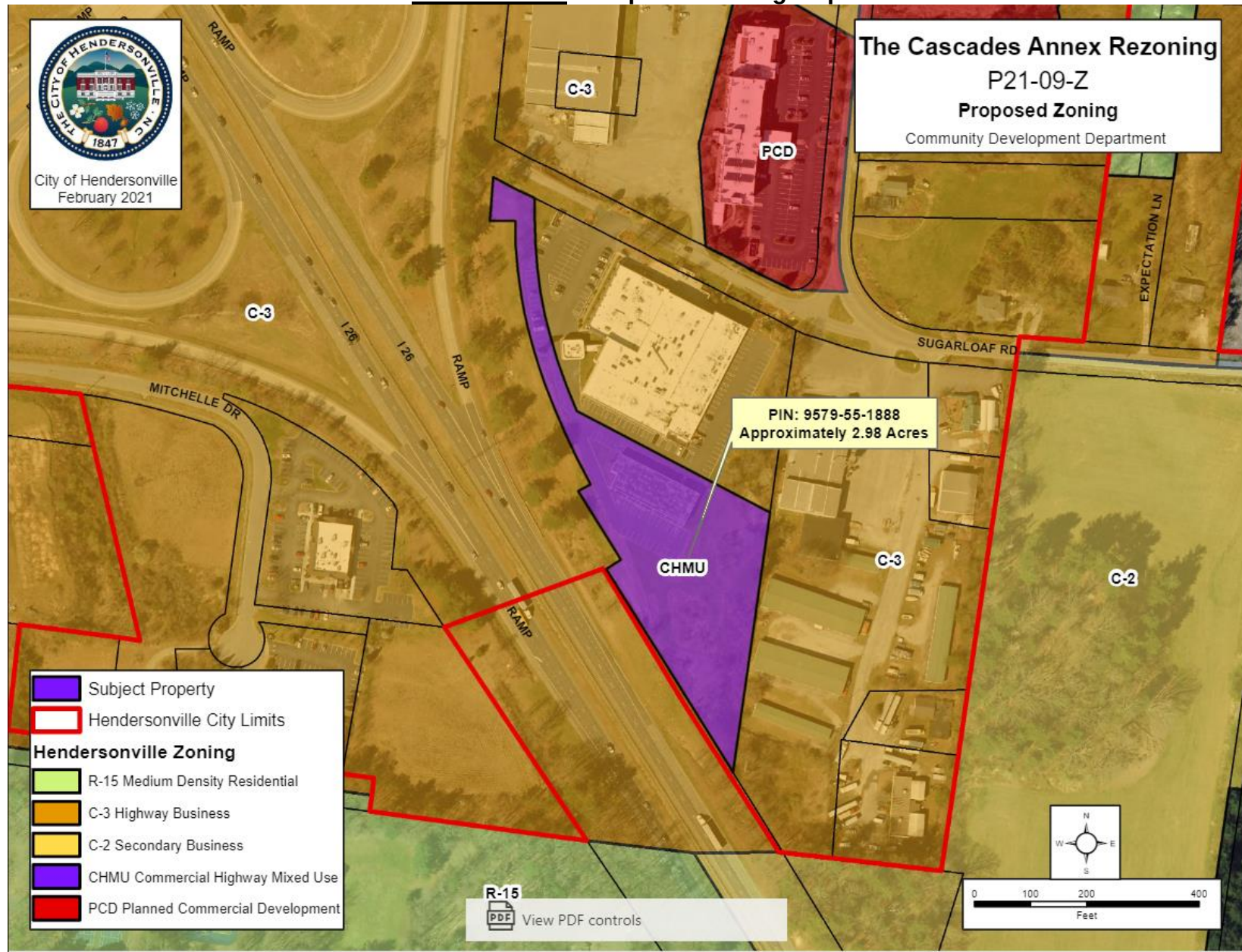
APPENDIX B – Future Land Use Map



APPENDIX C – Current Zoning Map



APPENDIX D – Proposed Zoning Map



DEED NORTH
D.B. 1546, PG. 588

PLAT OF SURVEY
FOR
DAY AND NIGHT, LLC
BEING A SUBDIVISION OF
THE PROPERTY
DESCRIBED IN
DEED BOOK 1690, PAGE 660
CITY OF HENDERSONVILLE
HENDERSONVILLE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA

SCALE: 1" = 40'
JULY 11th, 2018

TRACT 1
3.74 ACRES
TWO STORY MASONRY BUILDING

TRACT 2
2.98 ACRES
TWO STORY MASONRY BUILDING WITH HALF STORY LOWER LEVEL

6.72 ACRES (TOTAL)

NOTES:
1. AREAS BY COORDINATE COMPUTATION.
2. ALL MONUMENTS FOUND ARE NOTED.
3. ALL MONUMENTS SET AS NOTED.
4. THIS PROPERTY IS WITHIN AN ADJACENT ZONED C-3 BY THE CITY OF HENDERSONVILLE.
5. THE CURRENT OWNER OF RECORD IS DAY AND NIGHT, LLC.

LEGEND:
MONUMENT FOUND AS NOTED
MONUMENT SET AS NOTED
P-FED - PHONE FINDER
L-P - LIFT-UP POLE
P-P - PHONE POLE
T-P - TRANSFORMER
T-FED - CABLE TV FINDER
W - WATER METER
W-F - WATER VALVE

DAVID H. HILL, N.C. PROFESSIONAL LAND SURVEYOR
THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND I AM AWARE OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION HEREON.
I, DAVID H. HILL, N.C. PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND I AM AWARE OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION HEREON.
I, DAVID H. HILL, N.C. PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND I AM AWARE OF THE CONTENTS AND THE ACCURACY OF THE INFORMATION HEREON.

WILLIAM LEE KING, Henderson County, NC
THIS DOCUMENT ENDORSED AND FILED
ON 06/20/2018 AT 11:32 AM

BOOK 2018 PAGE 11323 (1)

DEED REFERENCES:
DEED BOOK 1546, PG. 588
DEED BOOK 1690, PAGE 660

DATE: JUNE 11th, 2018
OWNER: DAY AND NIGHT, LLC

Ordinance #____ - ____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCELS OF THE DAY & NIGHT, LLC. (PIN# 9579551888) BY CHANGING THE ZONING DESIGNATION FROM C-3 (HIGHWAY BUSINESS DISTRICT) TO CHMU (COMMERCIAL HIGHWAY MIXED USE ZONING DISTRICT)

IN RE: 0 Suglarloaf Rd (PIN 9579551888)
(File # P21-09-CZD)

WHEREAS, the City is in receipt of a Rezoning application from Day & Night, LLC.

WHEREAS, the Planning Board took up this application at its regular meeting on March 8, 2021; voting to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on April 1st, 2021, 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 9579-55-1888 from C-3 (Highway Business District) to CHMU (Commercial Highway Mixed Use Zoning District)
2. Any development of the parcels shall occur in accordance with the Zoning Ordinance of the City of Hendersonville, North Carolina.
3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 1st, day of April 2021.

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, Amy H. Knight, 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; Angela L. Reece, in her capacity of City Clerk; and Angela S. Beeker, in her capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 2021.

My commission expires:

Amy H. Knight

SUGGESTED MOTIONS
The Cascades Annex Rezoning
P21-09-RZO

SUGGESTED MOTION(S):

1) For Recommending Approval:

I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from C-3 (Highway Business District) to CHMU (Commercial Highway Mixed Use Zoning District), based on the application submitted by the applicant, finding that the rezoning is consistent with the Comprehensive Plan’s Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons:

[Please state reasons describing why this development is good for the community. Examples follow, or to include your own]

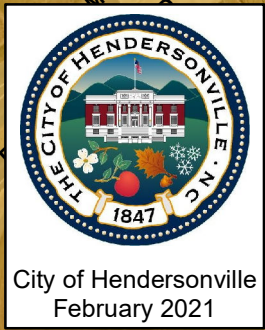
1. The proposed zoning district will enhance future development potential [if applicable].
2. The permitted uses are compatible with the area. [if applicable].
3. There are adequate public facilities and services such as water supply, fire and police protection, etc. are available to support the proposed amendment. [if applicable].
4. The proposed zoning will provide opportunities for needed multi-family residential uses in this area [if applicable].

2) For Recommending Denial:

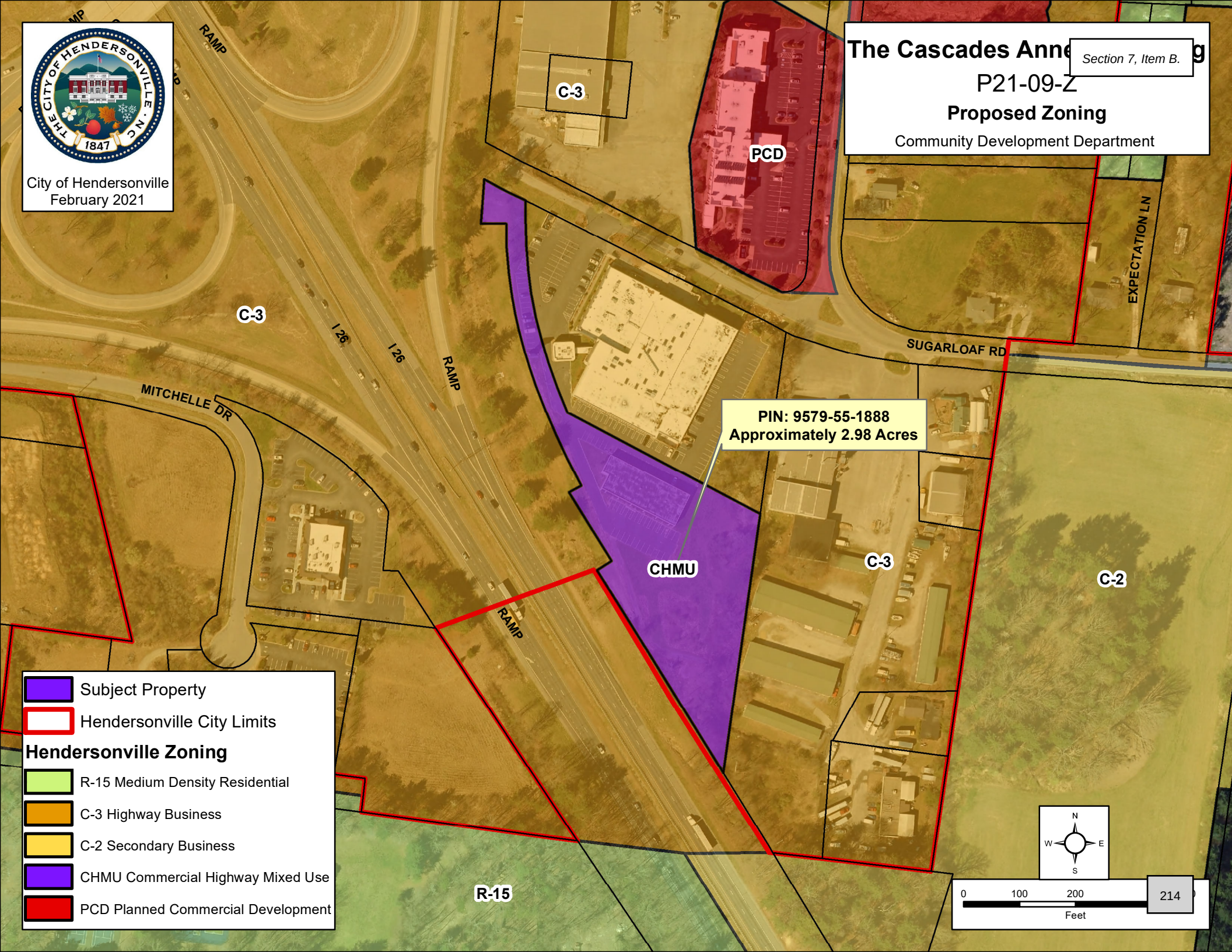
I move the City Council deny the application to rezone the subject property from C-3 (Highway Business District) to CHMU (Commercial Highway Mixed Use Zoning District) for the following reasons:

[Please state reasons describing why you are moving to deny the application. Examples follow or include your own.]

1. The development is not consistent with the Comprehensive Plan [if applicable].
2. The development is not compatible with the surrounding uses. [if applicable].
3. The development is not in the public interest because [state why if applicable].
4. There are not adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation available to support the proposed amendment. [if applicable].
5. The development will have a detrimental impact on the natural environment [if applicable].



The Cascades Annex
Section 7, Item B.
P21-09-Z
Proposed Zoning
Community Development Department



 Subject Property

 Hendersonville City Limits

Hendersonville Zoning

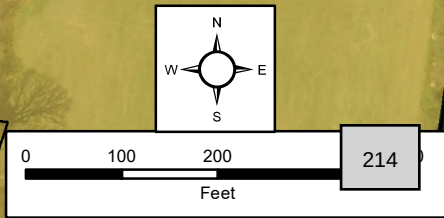
 R-15 Medium Density Residential

 C-3 Highway Business

 C-2 Secondary Business

 CHMU Commercial Highway Mixed Use

 PCD Planned Commercial Development





StarNews | The Dispatch
Times-News

Order Confirmation

Not an Invoice

Section 7, Item B.

38.64 Public Hearings for CC 4-1-21 mtg-Planning 010-1200-531205-0000-010-000-000000-00000

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:	03/15/2021
Order Number:	5669244
Prepayment Amount:	\$ 0.00

Column Count:	True
Line Count:	tableCell18
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	03/21/2021 - 03/28/2021	Govt Public Notices
HEN blueridgenow.com	2	03/21/2021 - 03/28/2021	Govt Public Notices

Total Order Confirmation

\$38.64

Ad Preview

Section 7, Item B.

PUBLIC HEARING NOTICE
Notice is hereby given that the City of Hendersonville City Council will hold three public hearings and one quasi-judicial, evidentiary hearing on Thursday, April 1, 2021, at 5:45 a.m., in City Hall on the Second Floor located at 160 Sixth Avenue E, Hendersonville NC to consider the following:

I. Special Use Amendment -
Application from Tony Bloemano and Bacon Commons Property, LLC for Bacon Commons located on PIN 198-77715, of 475 S. Church Street. The applicant has submitted amended site plans for the previously approved Bacon Commons development that includes a mix of commercial and residential units. The applicant has requested to change some of the commercial space to residential condos. This change requires an amendment to the existing Special Use Permit for the Bacon Commons development. This will be conducted as a quasi-judicial, evidentiary hearing. The Council may only consider evidence introduced at the hearing. Persons wishing to participate in this hearing must attend the hearing in person. Individuals should not contact City Council members regarding this application prior to the hearing.

II. Zoning Map Amendment -
Request from Day & Night, LLC to rezone PIN 87946-199 from C-3 Highway Business to CHMU Commercial Highway Mixed Use. The property is located at 201 Superior Road.

III. Conditional Zoning District - Application for a conditional rezoning from Perry L. Fields One Thousand and Fifteen, LLC and Around the Corner Ministries. The applicants are requesting to rezone the subject property, PIN 958-4678 and located at 1015 Berkeley Road, from C-3 Highway Business to C-3 CBD Secondary Business Conditional Zoning District for the construction of an 10,434 sq. ft. light manufacturing and commercial building. The requested uses are Light Manufacturing, Wholesale Business, Construction Trades, and Repair Services.

IV. Conditional Zoning District - Application for a conditional rezoning from Reed Lechner and North Main Street Properties of Hendersonville, LLC. The applicants are requesting to rezone the subject property, PIN 958-4678 and located on Signal Hill Road, from R-20 Low Density Residential District to C-3 CBD Highway Business Conditional Zoning District for the construction of a three-story multi-warehouse facility consisting of 228 rental units on approximately 1.81 acres.

The Mayor and City Council Members will attend the hearings in person. In-person attendance by the public will also be permitted; however, in compliance with Governor Cooper's Executive Orders and social distancing guidelines, in-person attendance of the public will be limited as zoning permits. For matters II, III and IV above, public hearing comments will be accepted from those attending in person at the designated time of this meeting. The public may also view and verbally comment during this public hearing live via ZOOM. For security reasons screen sharing will not be allowed. The meeting instructions to join by Zoom will be available on the City's website by visiting <https://www.hendersonville.nc.us/zoning-schedule>. Comment period instructions will also be displayed at the appropriate times during the meeting. <https://www.hendersonville.nc.us/zoning-schedule>. Comment period instructions will also be displayed at the appropriate times during the meeting.

Anyone wishing to submit written public comment for matters II, III and IV public hearings prior to the meeting may visit <https://www.hendersonville.nc.us/comment> to submit their comment. Written comments must be submitted by noon on April 1, 2021 to be considered by the City Council. If comments include photo(s) or video they must be submitted by 8:00 a.m. on March 31, 2021. For matter I, persons must attend in person if they wish to participate, and only evidence concerning the application for the special use amendment presented at the quasi-judicial, evidentiary hearing, will be considered by City Council. All testimony will be given under oath. General public comments will not be received.

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, Angela Reese at 607-3000 no later than 24 hours in advance of the meeting.
3/21/2021, 3:28:20PM 5689244

City of Hendersonville

Certification of Mailing of Public Notice

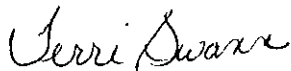
IN RE: Cascades

File # P21-09-RZO

I hereby certify that official notice of the City Council Meeting on April 1, 2021, has been sent with regard to this matter by U.S. Mail on the date indicated below and as specified in this document.

The parties to whom notice was mailed are indicated on the sheets attached hereto as Exhibit A. Those listed on Exhibit A were mailed the letter, a copy of which is attached as Exhibit B.

Date Mailed: 03.17.21



Terri Swann
Administrative Aide

Henderson County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document:

Date: _____

Notary Signature: _____

Notary Printed Name: _____
(Official Seal)

My Commission Expires: _____

Debi Smith
David Day
201 Sugarloaf Road
Hendersonville, NC 28792

Dreams Dominion, Inc.
PO Box 2752
Hendersonville, NC 28793

Robert D. Williams
PO Box 2360
Hendersonville, NC 28793

New River Hospitality, Inc.
A NC Corporation
155 Sugarloaf Road
Hendersonville, NC 28792



CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

PLANNING DIVISION

SUBMITTER: Lew Holloway – Community Development Director

MEETING DATE: April 1, 2021

AGENDA SECTION: PUBLIC HEARING

DEPARTMENT: Community Development

TITLE OF ITEM: Conditional Rezoning: Frau Fowler Building (P21-07-CZD) – *Matthew Manley, Planning Manager, AICP.*

SUGGESTED MOTION(S):

<u>1. For Recommending Approval:</u> I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from C-3 (Highway Business District) to C-2 CZD (Secondary Business Conditional Zoning District), based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the List of Uses and Conditions, finding that the rezoning is consistent with the Comprehensive Plan’s Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons: [Please state reasons describing why this development is good for the community. Examples follow, or to include your own] 1. The proposed use is compatible with the area. <i>[if applicable]</i>. 2. There are adequate public facilities and services such as water supply, fire and police protection, etc. are available to support the proposed amendment. <i>[if applicable]</i>. 3. The development will contribute to job opportunities to the community <i>[if applicable]</i>.	<u>2. For Recommending Denial:</u> I move the City Council deny the application to rezone the subject property from C-3 (Highway Business District) to C-2 CZD (Secondary Business Conditional Zoning District)for the following reasons: [Please state reasons describing why you are moving to deny the application. Examples follow or include your own.] 1. The development is not consistent with the Comprehensive Plan <i>[if applicable]</i>. 2. The development is not compatible with the surrounding uses. <i>[if applicable]</i>. 3. The development is not in the public interest because <i>[state why if applicable]</i>. 4. There are not adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation available to support the proposed amendment. <i>[if applicable]</i>. 5. The development will have a detrimental impact on the natural environment <i>[if applicable]</i>.
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SUMMARY:

The City is in receipt of a Conditional Rezoning application from Perry Fields, One Thousand and Fifteen, LLC. for the construction of a new building at 1015 Berkeley Road (PIN # 9569487639). The project involves the construction of a 10,660 Sq Ft building and associated parking, landscaping, septic area and open space.

PROJECT/PETITIONER NUMBER:	P21-07-CZD
PETITIONER NAME:	Perry Fields, One Thousand and Fifteen, LLC.
ATTACHMENTS:	1. City Council Memo 2. Planning Board Staff Report 3. Ordinance 4. Suggested Motions 5. List of Uses & Conditions 6. Proposed Zoning Map

Community Development Memo

TO: City Council

FROM: Community Development Department - Planning Division

RE: Rezoning – from C-3 (Highway Business Zoning) District to C-2 CZC (Secondary Business Conditional Zoning) District for the Frau Fowler Building by Perry Fields, One Thousand and Fifteen, LLC.

FILE #: P21-07-CZD

DATE: April 1, 2021

PROJECT DESCRIPTION

The City is in receipt of a Conditional Rezoning application from Perry Fields, One Thousand and Fifteen, LLC. for the construction of a new building at 1015 Berkeley Road (PIN # 9569487639). The project involves the construction of a 10,660 Sq Ft building and associated parking, landscaping, septic area and open space. Additional detail regarding this application can be found in the attached Staff Report compiled for the Planning Board.

PLANNING BOARD

The Planning Board considered this application at their meeting on March 8. They voted 4-1 in favor of recommending approval. The one vote against the application was in regards to the Dark Sky compliance condition, not against the project in general. The motion and discussion is provided below:

Mr. Jones moved the Planning Board recommend that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from C-3, Highway Business to C-2 CZD, Secondary Business Conditional Zoning District with the following conditions: they follow the Dark Sky requirements and tree preservation, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the List of Uses and Conditions, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons: it is the best use for the current property and fits in the neighborhood best with the other uses currently there. Mr. Brown seconded the motion which passed 4 in favor and 1 opposed.

Discussion was made prior to the vote by Mr. Blatt who was concerned about the Dark Sky Initiative not being in the zoning ordinance or listed as a requirement. The ordinance states lights must be shielded, and he is hesitant to put the condition of being Dark Sky compliant. Mr. Manley stated the current ordinance is vague concerning lighting requirements and the Dark Sky requirements would make the lights be fully shielded. Mr. Blatt stated he thinks it is a stretch to demand in the motion that the lighting be Dark Sky. He cannot see forcing that and asked that Mr. Jones consider taking that out of the motion. Bronce Pesterfield with Pesterfield Engineering stated they are sensitive to the Dark Sky requirement, but their client is not here and they will need to speak with her on the cost. Mr. Holloway stated conditions must be agreed upon by the developer and City Council and cannot be forced upon the developer. Staff can talk with the developer between the Planning Board meeting and City Council meeting to determine the developers' level of comfort with the Dark Sky requirements. Mr. Jones did not amend his motion. Mr. Blatt stated there is no definition in the ordinance pertaining to the Dark Sky requirements. He opposed the motion.

TREE BOARD

The Tree Board considered this application at their meeting on March 2. They voted unanimously to support the proposal by the developer to save the trees as shown. The motion and summary of discussion by the Tree Board is provided below:

Frau Fowler Light Manufacturing – They are trying to save a 40 inch White Ash and trying to save a 40 inch Yellow Poplar. The Ash has been topped and the Board did not think it was worth saving. Motion by Mark Madsen to accept the recommendations by the developer. Roll call vote – All ayes.

Community Development Staff Report

TO: Planning Board

FROM: Community Development Department - Planning Division

RE: Rezoning – from C-3 (Highway Business Zoning) District to C-2 CZD (Secondary Business Conditional Zoning) District for the Frau Fowler Building by Perry Fields, One Thousand and Fifteen, LLC.

FILE #: P21-07-CZD

DATE: March 8, 2021

PROJECT DESCRIPTION

The City is in receipt of a Conditional Rezoning application from Perry Fields, One Thousand and Fifteen, LLC. for the construction of a new building at 1015 Berkeley Road (PIN # 9569487639). The project involves the construction of a 10,660 Sq Ft building and associated parking, landscaping, septic area and open space.

This project triggered the Conditional Zoning process due to a requested change of zoning from C-3 in order to accommodate a permitted use in the C-2 CZD - Light Manufacturing (dental products). The application also includes the additional stated uses of *Wholesale Business, Repair Services* and *Construction Trades*. While the existing C-3 zoning offers a wide range of commercial uses, including the additional uses stated in the application, it does not permit *Light Manufacturing*. Alternatively, the C-2 CZD District permits many of the same uses as the C-3 by right as well as *Light Manufacturing*.

The intent of the C-2 / C-2 CZD Zoning District is as follows:

This zoning district classification is designed primarily to accommodate a) existing developments of mixed commercial and light industrial uses, and b) certain commercial and light industrial uses compatible with one another but inappropriate in certain other zoning district classifications.

Summary Analysis - The project meets all of the basic requirements of the Zoning Ordinance. Setbacks, minimum parking requirements, landscaping, etc. are in accordance with the standards of the Zoning Code. The current site, formerly the home of Around the Corner Ministries, is vacant. The proposed project would be classified as infill development.

PROCESS GUIDELINES

In reviewing a rezoning request, staff, the Planning Board and City Council are tasked with reviewing the project to determine how it fits into our community based on our guiding planning documents. The specific categories of review are identified in Section 11-4 of the *City's Zoning Ordinance*, which highlights that the following factors shall be considered prior to adopting or disapproving an amendment to the City's Official Zoning Map. Additionally, the **2030 Comprehensive Plan** provides guidance on the review of zoning changes.

Zoning Code Section 11-4:

1. **Comprehensive Plan consistency.**
Consistency with the Comprehensive Plan and amendments thereto.
2. **Compatibility with surrounding uses.**
Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.
3. **Changed conditions.** Whether and the extent to which there are changed conditions, trends or facts that require an amendment.
4. **Public interest.** Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.
5. **Public facilities.** Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.
6. **Effect on natural environment.** Whether and the extent to which the proposed amendment

Figure 8.3a: Zone Change Review Criteria

In addition to determining whether a zone change application demonstrates a clear public purpose, the City should consider the criteria listed below. These criteria help to ensure that zone changes will promote the health, safety and general welfare of the public.

1. Consistency with the Goal, Recommended Land Uses, and Development Guidelines of the applicable Future Land Use Plan category
2. Consistency with all other applicable Goals of the Comprehensive Plan
3. Compatibility between the requested use or zoning district and the prevailing uses in the surrounding area
4. Whether the requested use or zoning district benefits the surrounding neighborhood and general public or a small area and only one or a few landowners
5. Whether the design of the requested use (or available design standards and guidelines associated with the requested zoning district) mitigate potential conflicts between uses
6. Potential impacts on environmentally sensitive areas (if applicable)
7. Potential impacts on agricultural resources (if applicable)
8. Potential impacts on certified historical properties and historic districts (if applicable)
9. Potential impacts on area access and traffic patterns
10. Adequacy of public services and facilities for water supply, wastewater treatment, fire and police protection, and transportation to support the requested use or zoning district
11. Adequacy of public parks, recreation and educational facilities to support the requested use or zoning district

REZONING REQUEST CONTEXT ANALYSIS

COMPREHENSIVE PLAN CONSISTENCY

LAND USE & DEVELOPMENT (CHAPTER 8):

The subject property is located in a Priority Infill Area and is classified as **Neighborhood Activity Center** on the *2030 Comprehensive Plan's Future Land Use Map (FLUM)*. The project site is just north of an identified Activity Node. A site-specific section of the *FLUM* (Appendix F) is included in this staff report.

The *FLUM* designates all adjacent parcels as **Neighborhood Activity Center**. Across Berkeley Rd/Balfour Rd to the east is designated as **Business Center**.

The goal of the **Neighborhood Activity Center** classification is outlined below with specific relevant sections highlighted:

- **Priority Infill Areas (beige):** 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

Strategy LU-8.4.

Development guidelines:

- Minimal parking in front of buildings (no more than one to two rows) along thoroughfares, with remainder of parking located to the side or rear
- Encouragement of buildings that are designed at a human scale, maximizing window coverage on ground floors and utilizing façade articulation
- Provision of pedestrian connections to parking and other buildings/properties

Activity Nodes:

- Encouragement of multi-story, mixed-use buildings with retail on ground floors and office/residential on upper floors
- Placement of new buildings close to the street along thoroughfares (less than 20 feet from right-of-way)
- Location of all parking to the side or rear of buildings or in a garage encouraged
- Improved pedestrian connections to surrounding neighborhoods
- Inclusion of traffic calming improvements (described under Strategy TC-1.4 in Chapter 7) with redevelopment projects

Goal LU-8.

Neighborhood Activity Center:

Concentrate retail in dense, walkable, mixed-use nodes located at major intersections in order to promote a sense of community and a range of services that enhance the value of Hendersonville's neighborhoods.

Strategy LU-8.1.

Locations:

- Major intersections along existing local commercial corridors (US-25 and US-176)
- Emerging neighborhood activity center at US-64 and Howard Gap Road

Strategy LU-8.2.

Primary recommended land uses:

- Neighborhood retail sales and services

Strategy LU-8.3.

Secondary recommended land uses:

- Offices
- Multi-family residential
- Live-work units
- Public and institutional uses
- Pedestrian amenities (plazas, outdoor seating, etc.)
- Mixed uses



Example of a mixed-use Neighborhood Activity Center

NATURAL & ENVIRONMENTAL RESOURCES (CHAPTER 3):

Chapter 3 of the City’s **2030 Comprehensive Plan** is also relevant to this proposal and the impact of this type of development. The **Natural Resources** chapter focuses on several key goals and objectives including the use of green infrastructure, the reduction of flooding through limitation of impervious surfaces (in the vicinity of floodplains) and the preservation of trees. Below are some key takeaway from this chapter as it relates to the Pardee project:

Goal NR-2.
Provide a variety of quality open space, distributed equitably throughout Hendersonville, that can be used for recreational opportunities and aesthetic enhancements.

Strategy NR-2.3.
Promote preservation of woodlands. Mature trees and wooded areas are significant community-defining natural features that contribute to Hendersonville’s identity. Trees provide several additional community benefits, as described in Figure 3.3c.

preservation by providing existing tree preservation credit toward landscaping requirements.

Action NR-2.3.2
Continue to allow the Tree Board to review and provide recommendations for tree preservation for Special Use Permit projects.

Action NR-2.3.1
Continue to encourage tree

Action NR-2.3.3
Adopt ANSI A300 of the Accredited Standards Committee (ASC) of the American National Standards Institute for the maintenance and pruning of trees on City controlled property and rights-of-way.

Action NR-2.3.4
Promote right tree in the right place standards when planting new trees.

Action NR-2.3.5
Encourage larger developments to place structures and roadways in areas where land has been disturbed and trees have already been removed.

Goal NR-3.
Reduce the ecological footprint of developed and developing areas in order to reduce the impact on natural resources, create a healthy, sustainable community and reduce energy costs.

Figure 3.3c: Community Benefits of Trees

Cooling/Reduced Energy Costs
The shading and cooling effects of trees can provide comfort in urban areas and reduce energy costs. The net cooling effect of a young, healthy tree is equivalent to room-size air conditioners operating 20 hours a day. Furthermore, trees placed properly around buildings can reduce air-conditioning needs by 30 percent and can save 20 to 50 percent in heating costs (source: U.S. Department of Agriculture).

Increased property value
Healthy, mature trees add an average of 10 percent to a property’s value (source: USDA Forest Service).

Improved air quality
One acre of forest absorbs six tons of carbon dioxide and produces four tons of oxygen, which is enough to meet the annual needs of 18 people (source: U.S. Department of Agriculture).

Stress relief
According to research at Texas A&M University, visual exposure to settings with trees has produced significant recovery from stress within five minutes.

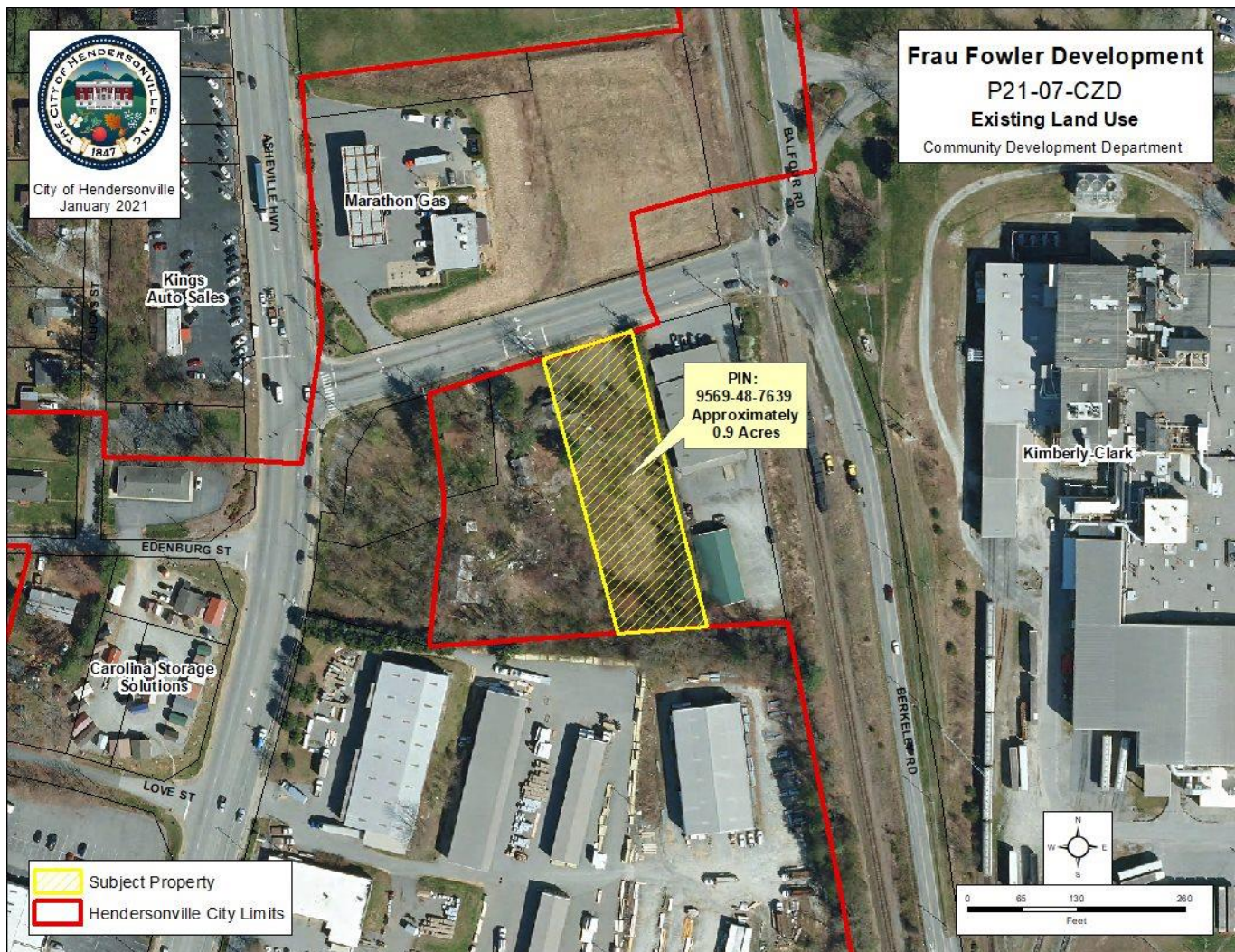
Improved water quality
Tree leaves and roots help to reduce stormwater runoff and erosion through rainwater interception, absorption and soil stabilization. Wooded areas help to prevent the transport of sediment and chemicals into streams (source: USDA Forest Service).

Strategy NR-2.4.
Promote the location and design of open space areas within developments so that they contribute to and link individual homes to the City’s green infrastructure network. A continuously linked system of green infrastructure provides continuity in ecological systems, increased opportunities for stormwater management, and provides a space in which to construct pedestrian paths that link together neighborhoods and parks. Future open space areas should be viewed as an extension or component of the City’s green infrastructure network, as illustrated in Map 3.3a.

Action NR-2.4.1
Encourage development and redevelopment projects to provide open space areas that connect to planned green infrastructure areas.

SURROUNDING LAND USE – COMPATIBILITY & ZONING

There is 1 parcel associated with this proposed development. The subject parcel is vacant as are all of the adjacent parcels to the west all the way to Asheville Hwy. The adjacent parcel to the east is the home of a heating & air company. Across the street is a vacant lot with Marathon Gas to the northwest sitting at a higher elevation facing Asheville Hwy. This site is in close proximity to large scale operation of Kimberly-Clark (non-woven fabric products). While Kimberly-Clark is zoned I-1 (Industrial), the zoning throughout the rest of the immediate area is C-3 (Highway Business) Surrounding land uses and zoning districts are shown on the “Existing Land Use Map” (below) and “Current Zoning Map” (Appendix E).



SITE PLAN REVIEW

(TECHNICAL INPUT / ZONING CODE)

The site plan is included as Appendix A in this report. The Development Review Committee (DRC) met on Wednesday February 17, 2021 to discuss this project. Comments received from that meeting are incorporated in the review below. Additionally, Planning Staff performed additional review of this proposal between the DRC meeting and the writing of this staff report.

Buildings

- 10,660 Sq Ft Building

Lot Size

- 0.9 Acres

Project Summary

- Lot Currently Vacant
- Proposed construction of new building
- Proposed Light Manufacturing/Wholesale Business use

Site Impact

- Pre-development – Site previously developed with a single-family home but lot was largely open space.
- Post-development – 27% of the site will remain open space.

Zoning District Standards – C-2 (CZD) Secondary Business | Section 5-7

- Development Standards for C-2 CZD includes the following categories:
 - Uses
 - The proposed uses are Light Manufacturing, Wholesale Business, Construction Trades and Repair Services, all of which are uses permitted by right within C-2 CZD.
 - While Light Manufacturing is permitted as a Conditional Use in the C-2, it is permitted by right under the CZD standards.
 - Construction Trades are permitted but outdoor storage must be screened from view from the public right-of-way.
 - Vehicular Access
 - Berkley Rd from Asheville Hwy to Balfour Rd is classified as a Minor Thoroughfare.
 - Setbacks
 - For commercial uses, the minimum setbacks in the C-2 CZD are as follows:
 - Front: 15'
 - Side: 0' or 5'
 - Side yards are not required, but when provided must be a minimum of five feet. Common wall construction is permitted

in the C-2 Zoning District Classification

- Rear: 0' or 10' adjacent to residential
- Proposed development meets or exceeds all of the required setbacks
- Parking, Driveways & Loading:
 - Section 6-5 of the Zoning Code applies.
 - Proposed parking spaces and loading zones meets or exceeds requirements.
- Buffering & Landscaping
 - Landscaping is required under Section 15 of the Zoning Code.
 - The proposed Landscape Plan/Tree Survey (Appendix B) shows the retention of 8 existing trees cluster around the northeast and southeast corners of the project area. The preservation of these trees is requested to be used as credits towards offsetting a portion of the landscaping requirements.
 - Preservation of existing trees is recommended under Section 15-4 (a).
 - Additional specifics on Tree Preservation found below.
- Building Height
 - The C-2 District allows for heights up to 48'
 - The proposed structure is 20' in height
- Circulation & Access
 - Vehicular:
 - Driveway permits for Berkeley Rd will be reviewed and approved by NCDOT at the point of Final Site Plan.
 - The proposal includes 2 access points from Berkeley Rd. The western most curb cut will provide access to the parking area. The eastern most curb cut will provide entrance/exit for parking as well as access to the drive aisle extending to the rear of the building.
 - There is a loading zone at the rear of the building as well as ample space for maneuvering tractor-trailers used for shipping goods.
 - Pedestrian:
 - Sidewalks will be provided along Berkeley Rd.
 - Internal sidewalks will extend along the front of the building along the parking area.
- Density – N/A

Parking Requirements – Section 6-5

- The uses for this project (Light Manufacturing/Wholesale Business) require 1 parking space per every two employees that are present during any single shift at maximum employment.
- It is predicted that maximum employment for any one shift will be 16 employees.
- 6 - 90° standard parking spaces and 2 – 90° ADA parking spaces are provided.

Sidewalks - Section 6-12

- See “Circulation & Access”

Common Open Space – Section 6-16

- The Zoning Code requires a minimum of 10% Open Space
- The proposal provides 27% Open Space

Traffic Impact Analysis - Section 6-18

- A Traffic Impact Analysis (TIA) was not required for this project.

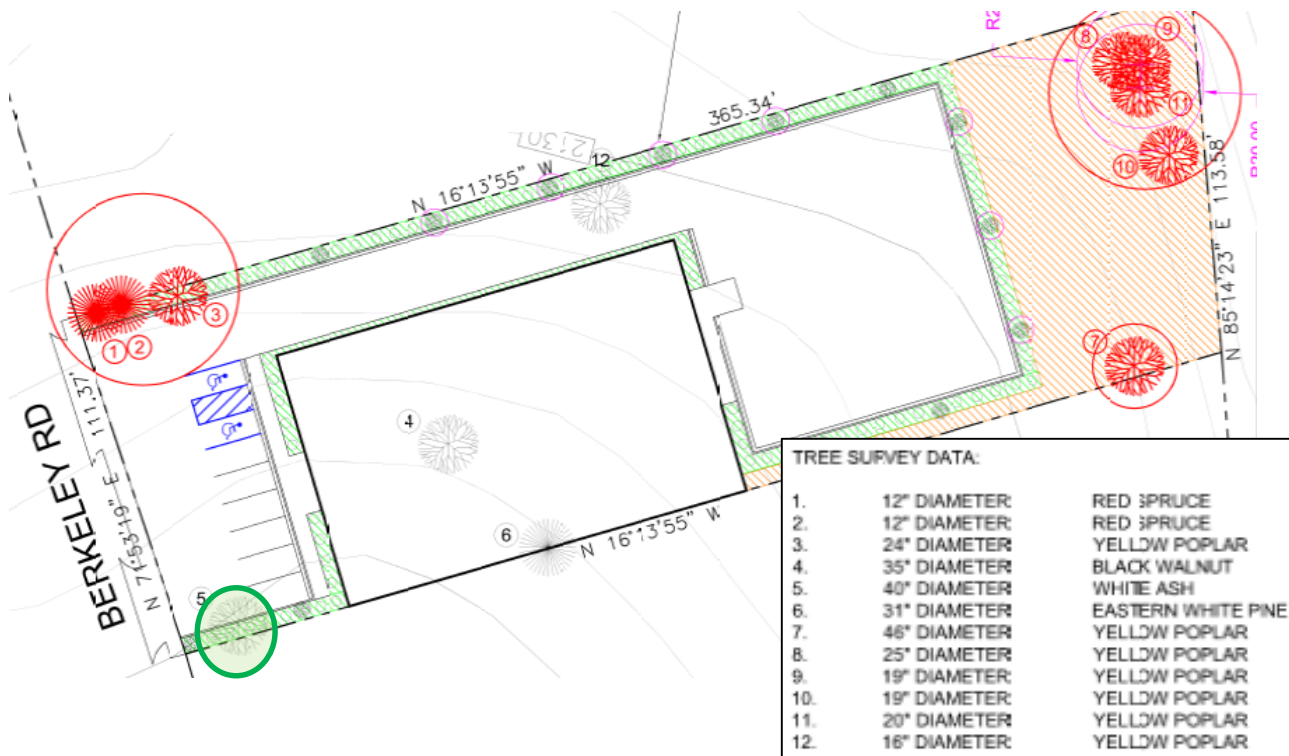
Project Phasing - Section 7-5

- The project does not appear to be phased.

Tree Survey & Buffering - Section 15

- The Tree Survey/Landscaping Plan (Appendix B) illustrates 13 existing trees in the project area.
- The Site Plan shows that 8 trees will be preserved.
- Efforts should be made to preserve Tree #5 as well (40” dbh Ash – circled green)

Landscape Plan / Tree Survey (excerpt)



Stormwater Management

- The disturbed area is > 1 Acre. Therefore, no stormwater management is required.

PUBLIC INPUT

NEIGHBORHOOD COMPATIBILITY MEETING SUMMARY

Representatives from Frau Fowler and their development team hosted a Neighborhood Compatibility Meeting on February 5, 2021. Three Planning staff members participated in-person as well as one staff member attended virtually. One member of the public participated virtually. Below is a summary of the items discussed at the meeting. The full minutes from that neighborhood compatibility meeting are included as Appendix H in this staff report.

The following questions or comments were brought forth by the public. The applicants' responses are shown in red:

- What does the C-2 Zoning entail? **A wide variety of commercial uses as well as Light Manufacturing.**
- What is the traffic impact and what is the use? **Deliveries will be out of the back of the building. The use (manufacturing dental hygiene products) will generate less traffic than a typical highway business.**
- Will there be a driveway to the rear of the building? **Yes, along the left side of the building.**
- Will there be sufficient parking? **Yes.**

STAFF REPORT RECOMMENDATIONS

STAFF REVIEW

In this section, staff will include recommended conditions for approval alongside references to supporting comprehensive plan language, ordinance standards and/or public input. Planning Board may recommend approval of the rezoning request to City Council with or without conditions or recommend denial of the rezoning request.

Staff Analysis:

Use -

- The **2030 Comprehensive Plan** outlines only a few goals and objectives that are relevant to this proposed Site Plan.
 - The *Future Land Use Map* identifies this area as **Neighborhood Activity Center**. As outlined previously in this report, the *Land Use and Development Element* characterizes the **Neighborhood Activity Center** category as “concentrated retail in dense, walkable, mixed-use nodes located at major intersections in order to promote a sense of community and a range of services that enhance the value of Hendersonville’s neighborhoods.”
 - The **Neighborhood Activity Center** category speaks to having minimal front parking (no more than 1 or 2 rows).
 - If located in an *Activity Node* the language is stronger related to parking, suggesting that all parking be moved to the side or rear of buildings.
 - The *Activity Node* recommendations also speak to shifting buildings up close to the road.
- While the **Comprehensive Plan** speaks to the need to limit the impact of parking and makes an effort to create a more walkable environment, the subject property is not located in an *Activity Node* (though it is less than ½ mile from a designated *Activity Node*).

- The **Zoning Code** requires a minimum setback of 15' but does have a maximum setback.
- Given that the proposal only has 1 row of parking proposed and the building is 53' from the sidewalk, the overall impact in relation to the Comprehensive Plan and the surrounding area does not warrant recommending any additional conditions such as shifting the building forward and placing parking in the rear.
- Such conditions were discussed with the applicant and they did not express interest in meeting such a requirement.

Tree Preservation -

- The **2030 Comprehensive Plan** also calls for Tree Preservation in the **Natural Resources** Chapter.
- The **Zoning Code** also encourages Tree Preservation and outlines standards for protecting trees.
- 4 of 13 trees measuring 12" dbh or greater are proposed to be removed. These 4 trees include a 35" black walnut, a 31" White Pine, 16" Yellow Poplar and a 40" White Ash.
- Of these 4 trees, the Ash tree appears the best candidate for preservation due to its value (maturity & size) and its location in relation to the proposed site disturbance.

Lighting –

- Recent efforts to reduce light pollution in the City has lead to the recommendation of Dark Sky approved lighting.
- The City's **Zoning Code** requires that lighting be shielded
 - o **6-13-4 Lighting.** Lighting facilities, if provided, shall be aimed, directed, shielded or arranged so the light sources for such facilities do not cause undue glare on neighboring properties or interfere with the safe use of public rights-of-way
- Requiring Dark Sky recommended lighting would ensure that the lighting was fully-shield and would utilize the correct color range of lighting which would limit the impact on the environment.

Tree Board Recommendations: RESERVED

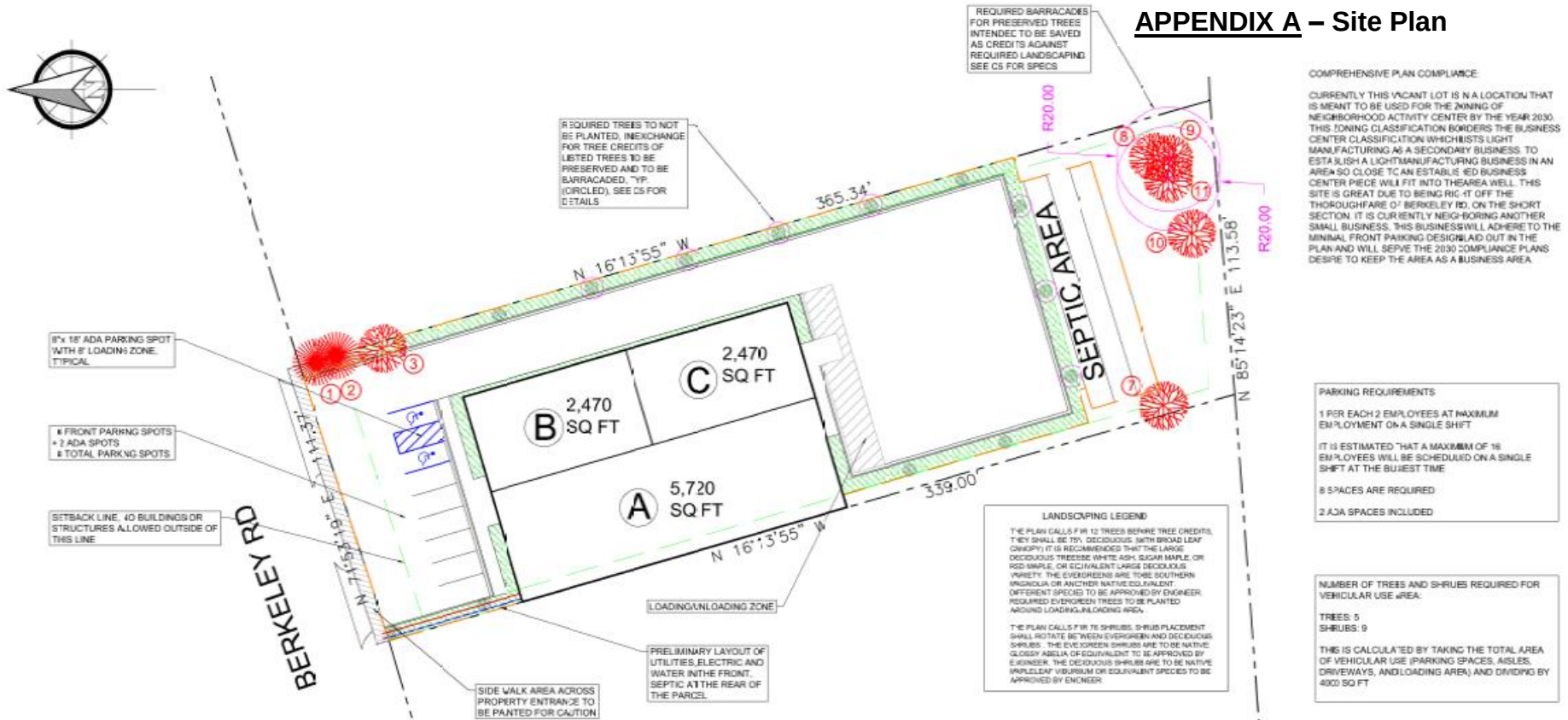
Developer Proposed Conditions: None

Staff Recommended Conditions: These conditions are included in the attached suggested motion. They can be included, removed or amended at Council's discretion and upon agreement by the parties involved.

- 1) *Preservation of Existing Trees – The developer will preserve Tree #5 – 40" White Ash - to greatest extent possible and in accordance with Tree Preservation Code Section 15-4 Existing Vegetation (c) and the tree will be credited towards landscaping requirements. Revisions to the Site Plan may be necessary.*
- 2) *All exterior lighting associated with the project shall be in accordance with the International Dark Sky Association's recommendation.*

PLANNING BOARD
1015 BERKELEY RD – FRAU FOWLER BUILDING – P-21-07-CZD
FEBRUARY 8, 2021
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APPENDIX A – Site Plan



1 GENERAL SITE LAYOUT PLAN

GENERAL SITESOTES:

- IT IS OUR CLIENT'S WISH TO CONDITIONALLY REZONE THIS PARCEL, PIN# 9569-43-7639, FROM C-3 HIGHWAY BUSINESS ZONING DISTRICT CLASSIFICATION TO C2 SECONDARY BUSINESS AND USE THE LAND FOR LIGHT MANUFACTURING.
- THE USE OF THIS ZONING WILL REQUIRE US TO APPLY FOR A CONDITIONAL USE PERMIT PURSUANT TO ARTICLE X AND SHALL BE SUBJECT TO SPECIAL REQUIREMENTS CONTAINED IN SECTION 16-4.
- COMMON OPEN SPACE FOR NON-RESIDENTIAL DEVELOPMENTS SHALL BE USED FOR LANDSCAPING, LAWNS, SCREENING OR BUFFERING. IT MAY NOT CONTAIN ANY STREETS, PARKING OR LOADING AREAS, OUTDOOR STORAGE, TRASH HANDLING, UTILITY OR SERVICE AREAS, OR AREAS WITH IMPERVIOUS SURFACES OTHER THAN SIDEWALKS, RECREATIONAL FACILITIES AND MEETING AREAS.
- AT LEAST 10% OF THE PROJECT AREA SHALL BE DEVOTED TO COMMON SPACE. COMMON SPACE CURRENTLY IS DESIGNED TO BE 27%.
- AREA DESIGNATED AS COMMON SPACE TO BE MAINTAINED BY OWNER
- NOT LOCATED IN A FLOOD ZONE
- THE STORM WATER MANAGEMENT SYSTEM WILL BE COMPRISED OF SUB-SURFACE STORAGE UNDER THE PARKING LOT WHICH WILL THEN BE TIED TO THE EXISTING SYSTEM.
- REGARDING SIGNS:
THERE WILL BE ONE FRAU FOWLER SIGN MOUNTED ON THE BUILDING (25 SQ FT).
THE FRONT TENANT CAN HAVE A SIGN ON THE FRONT GLASS.
THE BACK TENANT CAN HAVE A 3' X 3' SIGN MOUNTED ON THE LEFT FRONT OF THE BUILDING.

7. PLANTING STRIPS - WHEN A VEHICULAR USE AREA LOT IS LOCATED WITHIN 100 FEET OF AN ABUTTING PROPERTY AND NO BUFFERYARD IS REQUIRED, A PLANTING STRIP WHICH IS A MINIMUM OF FIVE FEET WIDE SHALL BE PLANTED BETWEEN THE VEHICULAR USE AREA AND THE ABUTTING PROPERTY, EXCEPT ALONG APPROVED DRIVEWAY OPENINGS WHICH RUN PERPENDICULAR TO THE PLANTING STRIP. ONE LARGE EVERGREEN OR DECIDUOUS TREE AND FIVE EVERGREEN OR DECIDUOUS SHRUBS SHALL BE PLANTED FOR EVERY 40 LINEAR FEET OF PROPERTY LINE THAT PARALLELS THE VEHICULAR USE AREA. FIFTY PERCENT OF THESE TREES AND SHRUBS MAY BE COUNTED TOWARD THE PARKING LOT TREES AND SHRUBS REQUIRED IN THE PARAGRAPH BELOW. VEHICULAR USE AREAS LOCATED BEHIND BUILDINGS AND SCREENED FROM VIEW FROM PUBLIC RIGHTS-OF-WAY SHALL BE EXEMPT FROM THIS REQUIREMENT.

8. VEHICULAR USE AREAS MUST BE PLANTED WITH AT LEAST ONE TREE AND TWO SHRUBS FOR EVERY 4,000 SQ FT OF VEHICULAR USE AREA, WHICH INCLUDES PARKING SPACES, AISLES, DRIVEWAYS, AND LOADING AREAS. TREES SHALL BE SPACED SO THAT NO PARKING SPACE IS MORE THAN 63 FEET FROM A TREE. AT LEAST 75% OF THE REQUIRED PARKING LOT TREES MUST BE BROADLEAF CANOPY TREES. TREES AND SHRUBS MUST BE PLANTED WITH 10 FEET OF THE VEHICULAR USE AREA TO COUNT AS PARKING LOT LANDSCAPING.

9. ANY OUTDOOR LIGHTING WILL BE MOUNTED ON THE BUILDING AND DIRECTED DOWNWARD AS REQUIRED BY CITY REGULATION (2 MOUNTED ON THE FRONT OF THE BUILDING, 2 MOUNTED ON THE SIDE TO LIGHT THE DRIVEWAY, AND 2 MOUNTED ON THE BACK OF THE BUILDING TO LIGHT THE DOCK AREA).

10. THERE ARE NO RESERVATIONS OR RESTRICTIVE COVENANTS ON THIS PROPERTY.

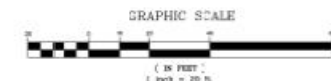
11. THERE ARE NO PHASING LINES ASSOCIATED WITH THIS PROJECT.

12. THIS PROJECT WILL NOT REQUIRE A TRANSPORTATION IMPACT ANALYSIS.

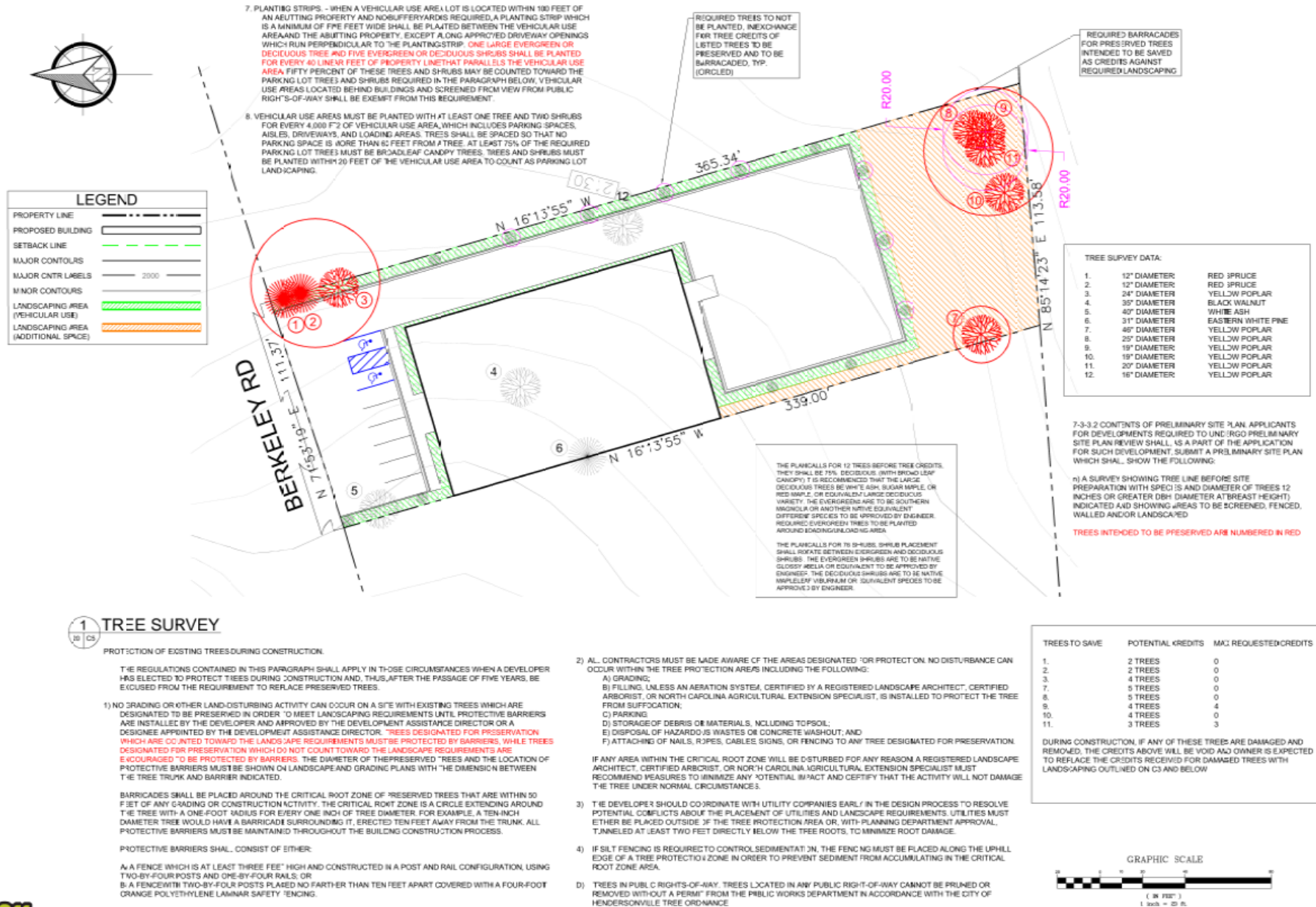
13. THERE ARE NO RIGHTS-OF-WAY COMPLIANCE APPLICATIONS ON THIS PROJECT.

14. BARRICADES SHALL BE PLACED AROUND THE CRITICAL ROOT ZONE OF PRESERVED TREES THAT ARE WITHIN 50 FEET OF ANY GRADING OR CONSTRUCTION ACTIVITY. THE CRITICAL ROOT ZONE IS A CIRCLE EXTENDING AROUND THE TREE WITH A ONE-FOOT RADIUS FOR EVERY ONE INCH OF TREE DIAMETER. FOR EXAMPLE, A TEN-INCH DIAMETER TREE WOULD HAVE A BARRICADE SURROUNDING IT, ERECTED TEN FEET AWAY FROM THE TRUNK. ALL PROTECTIVE BARRIERS MUST BE MAINTAINED THROUGHOUT THE BUILDING CONSTRUCTION PROCESS.

LEGEND	
PROPERTY LINE	---
PROPOSED BUILDING	▬
SETBACK LINE	---
MAJOR CONTOURS	---
MAJOR CNTR LABELS	2000
MINOR CONTOURS	---
LANDSCAPING AREA (VEHICULAR USE)	▬
ELECTRICAL LINE	---
WATERLINE	---



APPENDIX B – Tree Survey/Landscaping Plan



PROJECT OUT OF CITY LIMITS BUT IN THE SURROUNDING ETJ

PROJECT PARCEL ZONING - C-3 HIGHWAYS BUSINESS BEING REZONED TO C-2 SECONDARY BUSINESS

SURROUNDING PARCELS - C-3 HIGHWAYS BUSINESS

PCD PLANNED COMMERCIAL DEVELOPMENT - ADJACENT PROPERTY

Legend:

- PCD Planned Residential Development
- RV Urban Village
- UH Urban Residential
- ACT Residential/Commercial Transition
- MC Medium Institutional, Cultural
- MC-2 Medium Institutional, Cultural, Special Use
- MD Planned Medium Density Development
- MM Planned Manufactured Housing
- CM-4 Neighborhood Commercial
- C-2 Highway Business
- C-200 Highway Business Special Use
- C-2 Secondary Business
- C-200 Secondary Business Special Use
- C-1 Central Business
- C-100 Central Business, Special Use
- C400 Commercial Highway Mixed Use Special Use
- C400-01 Commercial Highway Mixed Use Special Use
- CM-1 Central Mixed Use
- CM-01 Central Mixed Use Special Use
- PCD Planned Commercial Development
- PCD-01 Planned Commercial Development Special Use
- GM-1 Greenbelt Highway Mixed Use
- GM-01 Greenbelt Highway Mixed Use Special Use
- HSU Highway Mixed Use
- I-1 Industrial
- MCD Planned Manufacturing Development

SCALE: NOT TO SCALE

1
C4

SCALE: NOT TO SCALE

2
C

THIS ZONING DISTRICT CLASSIFICATION IS DESIGNED PRIMARILY TO ACCOMMODATE A) EXISTING DEVELOPMENTS OF MIXED COMMERCIAL AND LIGHT INDUSTRIAL USES, AND B) CERTAIN COMMERCIAL AND LIGHT INDUSTRIAL USES COMPATIBLE WITH ONE ANOTHER BUT INAPPROPRIATE IN CERTAIN OTHER ZONING DISTRICT CLASSIFICATIONS.

LIGHT MANUFACTURING
CONSTRUCTION TRADES
REPAIR SERVICES
WHOLESALE BUSINESS

MINIMUM LOT AREA IN SQUARE FEET: 8,000 (6,000 FOR RESIDENTIAL USE)
 LOT AREA PER DWELLING UNIT IN SQUARE FEET: 6,000 FOR THE FIRST, 4,000 FT² FOR ONE
 ADDITIONAL DWELLING UNIT N ANY OTHER BUILDING
 MINIMUM LOT WIDTH AT BUILDING LINE IN FEET: NONE EXCEPT FOR STRUCTURES
 CONTAINING DWELLING UNITS WHICH SHALL HAVE A MINIMUM LOT WIDTH AT BUILDING
 LINE OF 50 FEET
 MINIMUM YARD REQUIREMENTS IN FEET: **FRONT: 15** EXCEPT FOR STRUCTURES
 CONTAINING DWELLING UNITS WHICH SHALL HAVE A MINIMUM FRONT YARD OF 20 FEET.
SIDE: 5 (SIDE YARDS ARE NOT REQUIRED, BUT WHEN PROVIDED MUST BE A MINIMUM OF
 FIVE FEET. COMMON WALL CONSTRUCTION IS PERMITTED IN THE C-2 ZONING DISTRICT
 WHERE A MINIMUM OF TEN FEET SEPARATION IS REQUIRED FOR OTHER STRUCTURES)
REAR: NONE EXCEPT FOR STRUCTURES CONTAINING DWELLING UNITS WHICH SHALL HAVE
 A MINIMUM SETBACK OF TEN FEET. OTHERWISE, REAR YARDS ARE NOT REQUIRED
 UNLESS THE C-2 ZONING DISTRICT CLASSIFICATION ADJUTS AN ESTABLISHED
 RESIDENTIAL DISTRICT IN THE SAME LOT, A REAR YARD SETBACK REQUIREMENT SHALL BE
 A MINIMUM OF TEN FEET.
 MAXIMUM HEIGHT IN FEET: 48

SCALE: NOT TO SCALE

3
C.4

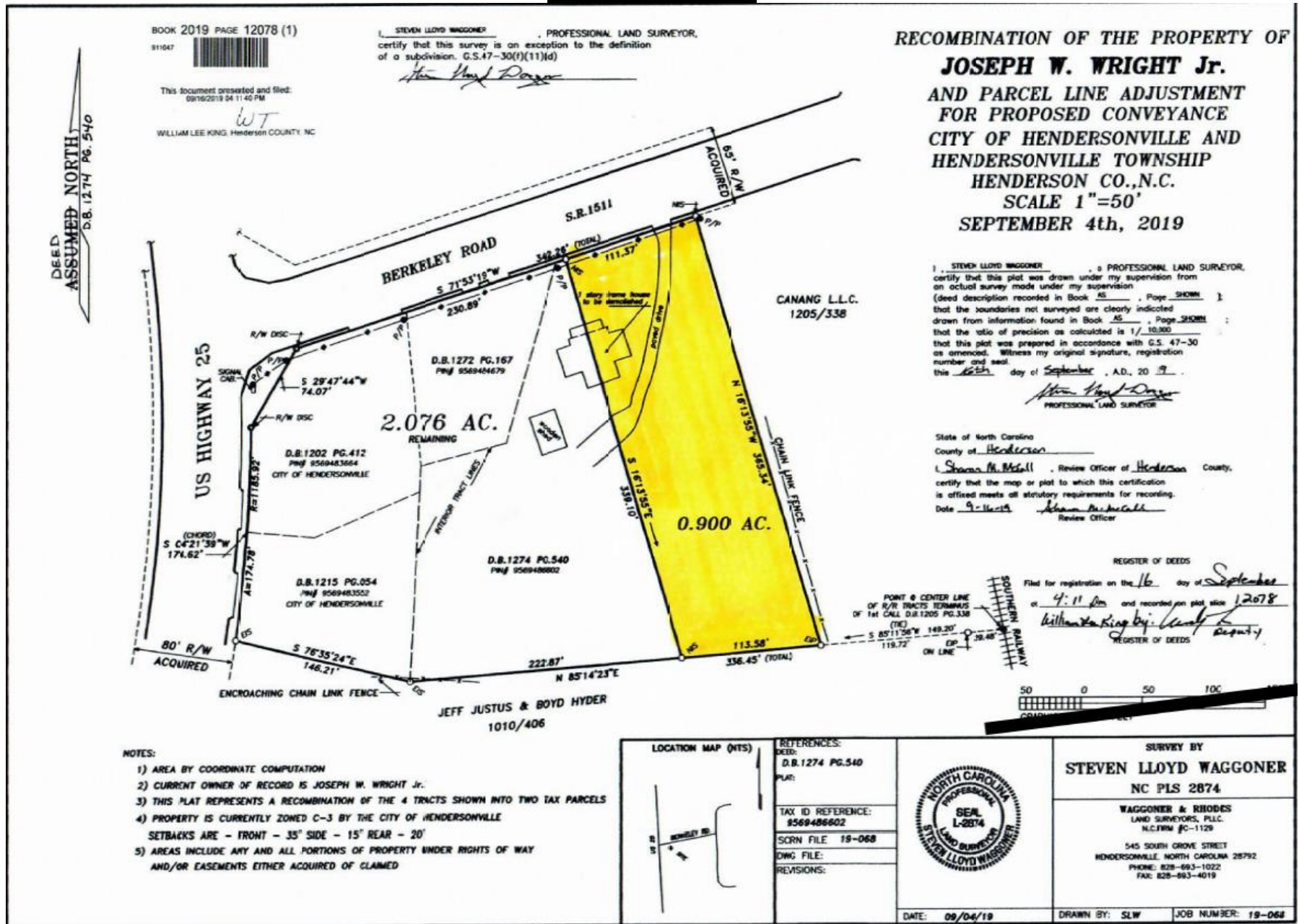
SCALE: 1" = 200 FT

4
C4

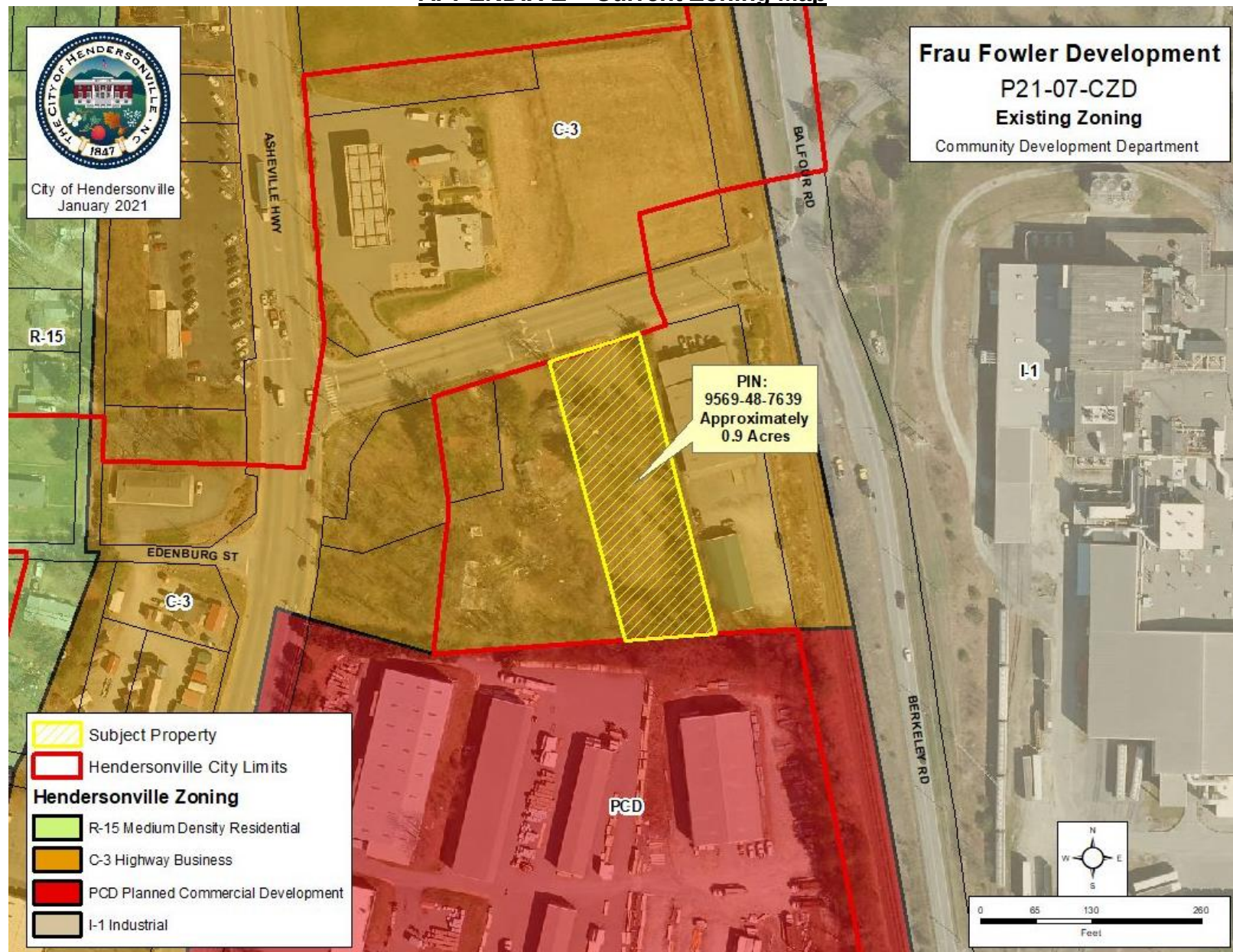
(5* FEET)
2 inch = 20 ft



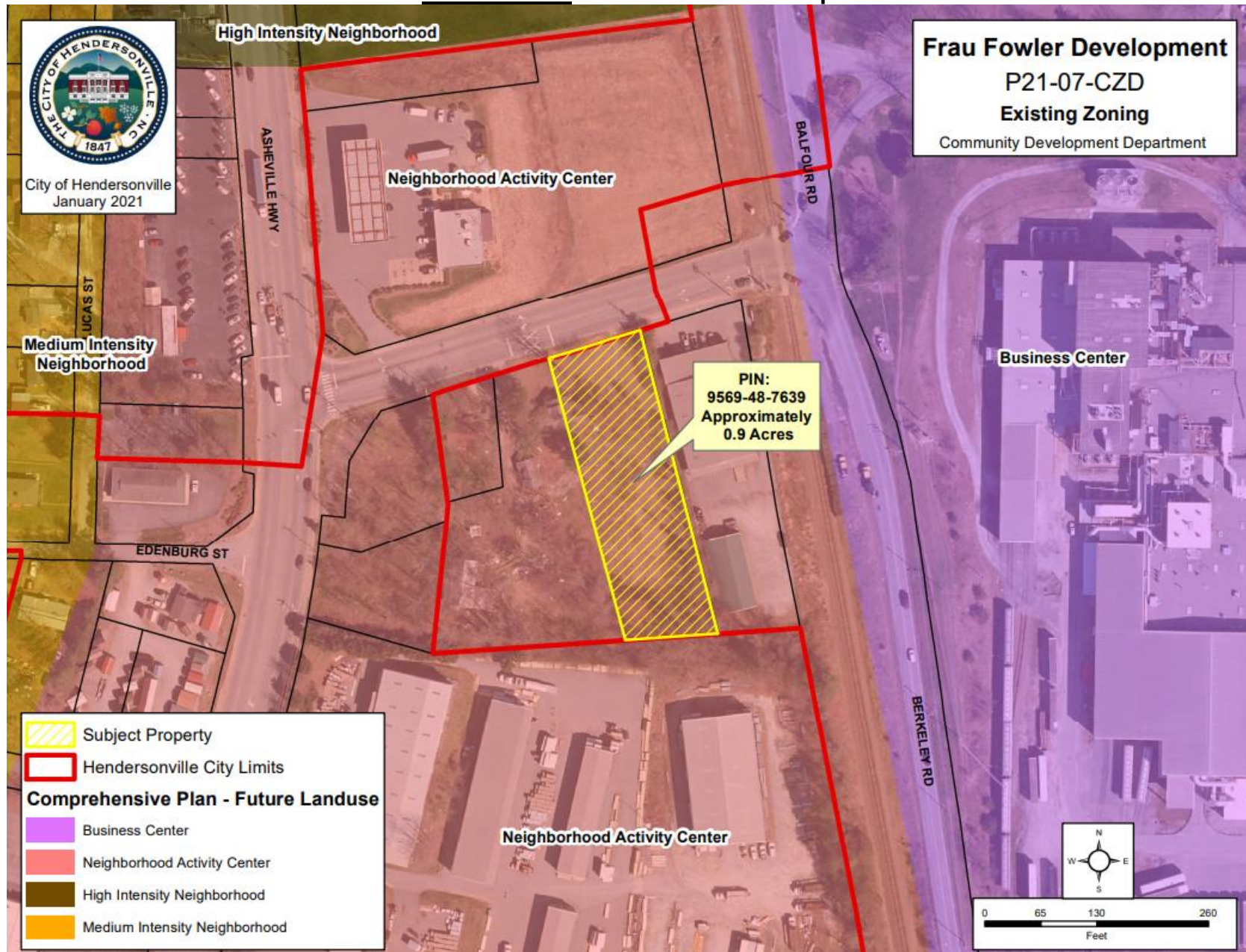
APPENDIX D – Plat



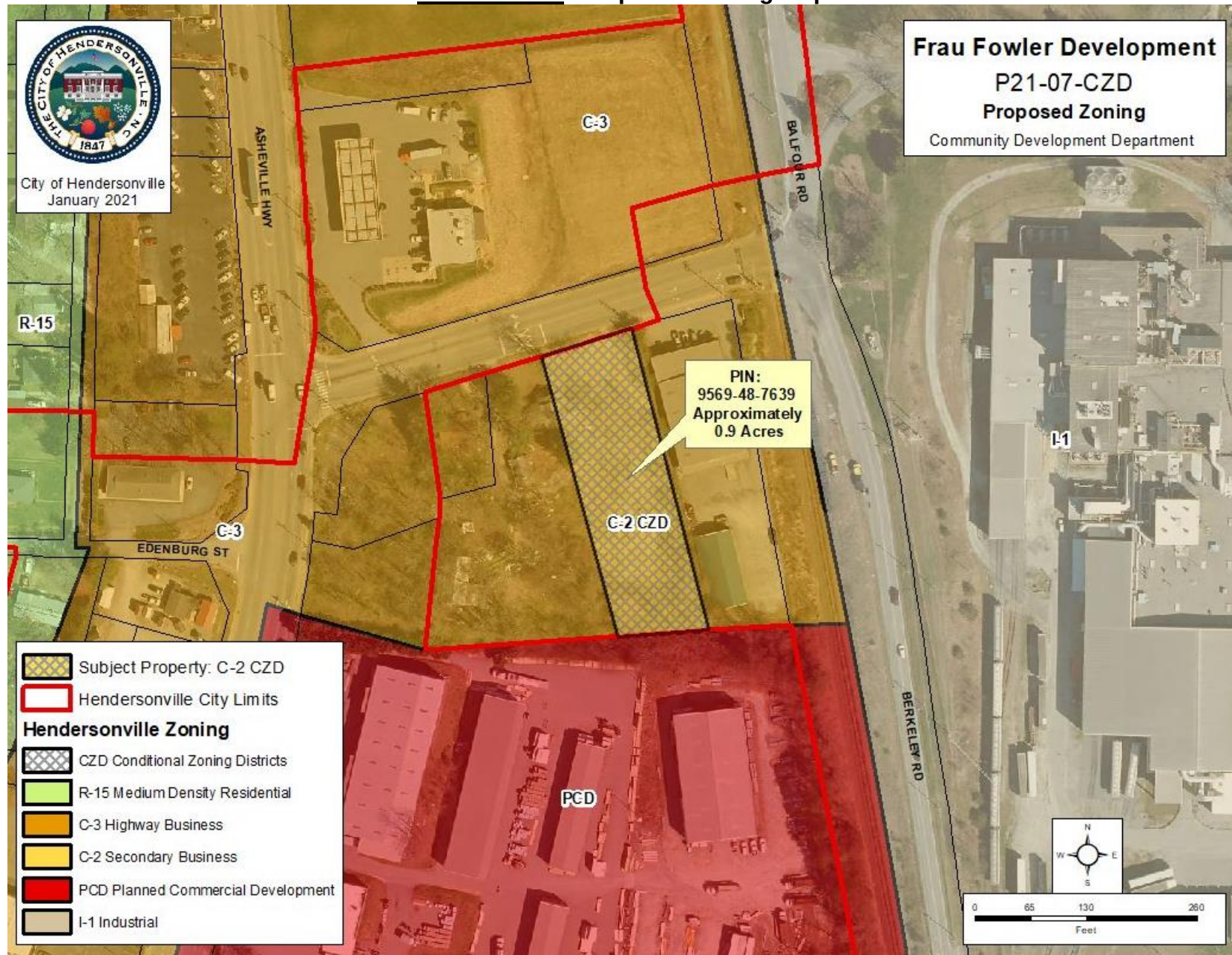
APPENDIX E – Current Zoning Map



APPENDIX F – Future Land Use Map



APPENDIX G- Proposed Zoning Map



APPENDIX H – Neighborhood Compatibility Meeting Minutes

Planning Report
Neighborhood Compatibility Meeting
Application for a Conditional Zoning District
Frau Fowler Building File # P21-07-CZD
Friday, February 5, 2021 2:00 p.m.

Tyler Morrow, Planner, convened the compatibility meeting at 2:00 pm in the Council Chambers of City Hall. Approximately one application representative and three City staff were in attendance. The follow attended:

Name	Address	Name	Address
John McMahan (app)	One Oak Properties LLC		
Tyler Morrow	Staff		
Tyler Henry	Staff		
Terri Swann	Staff		
Matthew Manley	Staff		
Bronce Pesterfield	Pesterfield Eng		
Adam Merritt	Pesterfield Eng		
Ken Fitch	Resident		
Perry Fields	Developer		

Mr. Morrow opened the meeting explaining this is the first step in a three-step process. He explained the conditional rezoning process adding anyone who received notice of this meeting would receive notice of the City Council Public Hearing. Minutes of this meeting will be forwarded to Planning Board and City Council. Mr. Morrow said the project will go before the Planning Board for their recommendation and City Council will hear the project and make a final decision. Mr. Morrow stated this meeting is for the neighbors to learn about the project and they should focus on the compatibility of the project in the neighborhood. This is a virtual meeting and Mr. Morrow explained the process and the steps to participate in the meeting. This is an informal meeting so state your name and address before making any comments as minutes of this meeting are being taken.

Mr. Morrow stated the property is located at 1015 Berkeley Road. The property is currently zoned C-3, Highway Business. The proposed rezoning is C-2 CZD, Secondary Business Conditional Zoning District. The site plan shows a 10,634 sq. ft. building that will house light manufacturing and a 2,500 sq. ft. building to the rear to be used as a warehouse. This property will be accessed from Berkeley Road. If approved the project will be limited to conditions that will be tied to the site plan.

Bronce Pesterfield and Adam Merritt both participated via zoom. They are the Engineers for the project. Mr. Merritt stated the property is zoned C-2 and they would like it rezoned to C-3 for a light manufacturing use along with other C-2 options. The company is BNC which will operate light manufacturing from the building.

John McMahan stated he is with the project and would like to clarify for the record that Mr. Merritt stated the property is currently zoned C-2 and they would like it rezoned to C-3. The property is actually

PLANNING BOARD
0 N JUSTICE/BROWN ST/9TH AVE – PARDEE ENTRANCE / BROWN STREET PARKING LOT
FEBRUARY 8, 2021
PAGE 19

zoned C-3, Highway Business and the proposed rezoning would be C-2 CZD, Secondary Business Conditional Zoning District. He wanted to clarify that for the record.

Mr. Morrow stated they will hear the live comments. He explained the raise hand feature and asked each person to state their name and address for the record.

Ken Fitch, 1046 Patton Street stated he would like the zoning category explained and an explanation of what that zoning entails. Mr. Morrow stated the C-3, Highway Business zoning is the zoning that is along most thoroughfares and is a commercial zoning. C-2, Secondary Business allows different types of uses that normally do not border the thoroughfares as much. It allows for light manufacturing and C-3 does not.

Mr. Fitch asked how much traffic would this produce. He also wanted to know what type of product they would be manufacturing and how the parking for this site would work and if deliveries would be made to the site.

Mr. Merritt stated they are expecting deliveries out of the building. There are only 8 spaces required and they have 16. The parking at the front will cover the employees. Mr. Pesterfield stated this will generate less traffic than a highway business use would generate. They will have deliveries and the type of business is a dental hygiene business. They will not have a tremendous amount of truck traffic.

Perry Fields, developer stated she wants to employee people in the area and she feels this is a fantastic location. She currently resides in Colorado but will be moving back home to the mountains of North Carolina. She manufactures natural oral care products that are mainly used in dental offices. She is from the mountains and that is why she chose this location.

Mr. Fitch asked if there would be a driveway back to the warehouse. There will be another entity on-site and what about the parking for them.

Mr. Pesterfield stated they will have a driveway to access the rear part of the property. It will be on the left and they will have parking for the rear building. They were limited in size for the rear building due to the septic system.

Mr. Fitch stated another entity would be at the facility and what about the parking for that. Around the Corner Ministries could possibly have meetings and how would that function. Mr. Morrow stated Around the Corner Ministries is the current property owner and this will switch hands to Mr. Fields when she purchases the property. Mr. Fitch asked if there would be enough parking for the entity in the facility. Mr. Morrow stated yes.

Mr. Morrow explained that when calculating the different uses for the project, they would go with the use that requires the most parking to make sure that the project has sufficient parking. Commercial uses require more parking than light manufacturing therefore they would have to meet the higher requirement.

Mr. Fitch asked about the name of the company. Ms. Fields stated it came from her German ancestry.

Mr. Morrow asked if anyone else would like to comment. No other comments were made.

Mr. Morrow stated this concludes the meeting. He stated the next step for this project is the Planning Board and everyone that got noticed will be noticed of the Planning Board meeting as well. The property will also be posted with the meeting information on the sign. This project should go before the Planning Board in March and City Council in April.

With no further comments or questions, Mr. Morrow closed the meeting at 2:24 pm.

APPENDIX I – Dark Sky Suggested Lighting
(Attached)

Ordinance #____ - ____

**AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR
PARCELS OF THE AROUND THE CORNER MINISTRIES (PIN# 9569487639) BY
CHANGING THE ZONING DESIGNATION FROM C-3 (HIGHWAY BUSINESS
DISTRICT) TO C-2 CZD (SECONDARY BUSINESS CONDITIONAL ZONING
DISTRICT)**

IN RE: 1015 Berkeley Rd (PIN 9569487639)
(File # P21-07-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from Perry L. Fields for the construction of a new building and associated parking and landscaping;

WHEREAS, the Planning Board took up this application at its regular meeting on March 8, 2021; voting to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on April 1st, 2021, 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 9569-48-7639 from C-3 (Highway Business District) to C-2 CZD (Secondary Business Conditional Zoning District)
2. Development of the parcels shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be subject to the site limitations and conditions stipulated on the List of Uses and Conditions.
3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this __th, day of April 2021.

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, Amy H. Knight, 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; Angela L. Reece, in her capacity of City Clerk; and Angela S. Beeker, in her capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 2021.

My commission expires:

Amy H. Knight

SUGGESTED MOTIONS
Frau Fowler Building
P21-07-CZD

SUGGESTED MOTION(S):

1) For Recommending Approval:

I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from C-3 (Highway Business District) to C-2 CZD (Secondary Business Conditional Zoning District), based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the List of Uses and Conditions, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons:

[Please state reasons describing why this development is good for the community. Examples follow, or to include your own]

1. The proposed use is compatible with the area. [if applicable].
2. There are adequate public facilities and services such as water supply, fire and police protection, etc. are available to support the proposed amendment. [if applicable].
3. The development will contribute to job opportunities to the community [if applicable].

2) For Recommending Denial:

I move the City Council deny the application to rezone the subject property from C-3 (Highway Business District) to C-2 CZD (Secondary Business Conditional Zoning District) for the following reasons:

[Please state reasons describing why you are moving to deny the application. Examples follow or include your own.]

1. The development is not consistent with the Comprehensive Plan [if applicable].
2. The development is not compatible with the surrounding uses. [if applicable].
3. The development is not in the public interest because [state why if applicable].
4. There are not adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation available to support the proposed amendment. [if applicable].
5. The development will have a detrimental impact on the natural environment [if applicable].



LIST OF USES AND CONDITIONS

Name/Address: Frau Fowler Building

File #: (File # P21-07-CZD)

PIN#: (PIN# 9569487639)

1. STIPULATED USES:

Only the following uses are authorized for the referenced development:

- a) Light Manufacturing,
- b) Wholesale Business,
- c) Construction Trades, and
- d) Repair Service

2. CONDITIONS:

Shall be attached to the conditional rezoning and satisfied prior to issuance of final Site Plan approval:

City-Initiated Conditions:

- a) Exterior lighting will be in accord with the International Dark Sky Association standards

3. REQUIRED ATTACHMENTS

The following shall be attached to the Conditional Rezoning:

- a) Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Hendersonville Zoning Ordinance and Code of Ordinances.

With their signatures below, the undersigned applicant(s) and property owner(s) consent to and agree to the imposition of all conditions stated.

Applicant
Signature:_____

Printed Name:_____

Date:_____

Property Owner:
Signature:_____

Printed Named:_____

Date:_____

Title within LLC:_____



City of Hendersonville
January 2021

Frau Fowler Development
Section 7, Item C.
P21-07-CZD
Proposed Zoning
Community Development Department

R-15

ASHEVILLE HWY

C-3

BALFOUR RD

PIN:
9569-48-7639
Approximately
0.9 Acres

C-3

EDENBURG ST

C-2 CZD

I-1

BERKELEY RD

PCD

 Subject Property: C-2 CZD

 Hendersonville City Limits

Hendersonville Zoning

 CZD Conditional Zoning Districts

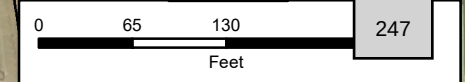
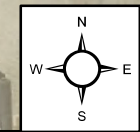
 R-15 Medium Density Residential

 C-3 Highway Business

 C-2 Secondary Business

 PCD Planned Commercial Development

 I-1 Industrial



City of Hendersonville

Certification of Mailing of Public Notice

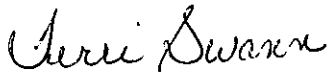
IN RE: Frau Fowler

File # P21-07-CZD

I hereby certify that official notice of the City Council Meeting on April 1, 2021, has been sent with regard to this matter by U.S. Mail on the date indicated below and as specified in this document.

The parties to whom notice was mailed are indicated on the sheets attached hereto as Exhibit A. Those listed on Exhibit A were mailed the letter, a copy of which is attached as Exhibit B.

Date Mailed: 03.17.21



Terri Swann
Administrative Aide

Henderson County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document:

Date: _____

Notary Signature: _____

Notary Printed Name: _____
(Official Seal)

My Commission Expires: _____

WRIGHT, JOSEPH W JR
PO BOX 905
HENDERSONVILLE, NC 28793

CANANG LLC
PO BOX 7
DANA, NC 28724

GRAY, RONNIE P;GRAY, CONNIE
238 HYDER VIEW DR
HENDERSONVILLE, NC 28791

DAVIS, KAREN LEIGH
2329 ASHEVILLE HWY
HENDERSONVILLE, NC 28791

BERKELEY MILLS
PO BOX 80615
INDIANAPOLIS, IN 46280

SDW AND JHW, LLC
PO BOX 629
HENDERSONVILLE, NC 28793

JUSTUS, JEFF C;HYDER, BOYD L
1999 BROADWAY, STE 4100
DENVER, CO 80202

WADDELL, J HALL
PO BOX 629
HENDERSONVILLE, NC 28793

BALFOUR BAPTIST CHURCH
2502 ASHEVILLE HWY
HENDERSONVILLE, NC 28791

PERRY L. FIELDS
204 W STONE AVE
GREENVILLE, SC 29609

AROUND THE CORNER MINISTRIES
330 MOUNTAIN VALLEY DR
HENDERSONVILLE, NC 28739



CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY
PLANNING DIVISION

SUBMITTER: Lew Holloway – Community Development Director **MEETING DATE:** April 1, 2021

AGENDA SECTION: PUBLIC HEARING **DEPARTMENT:** Community Development

TITLE OF ITEM: Conditional Rezoning: Neal Lechtner Mini Warehouses (P21-08-CZD) – Tyler Morrow, Planner II.

SUGGESTED MOTION(S):

1. <u>For Recommending Approval:</u> I move that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from R-20 Low density residential to C-3 CZD Highway Business Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the List of Uses and Conditions, finding that the rezoning is consistent with the Comprehensive Plan’s Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons: [Please state reasons describing why this development is good for the community. Examples follow, or to include your own] 1. The development will provide additional storage options for residents of the City <i>[if applicable]</i>. 2. The proposed use is compatible with the area. <i>[if applicable]</i>. 3. There are adequate public facilities and services such as water supply, fire and police protection, etc. are available to support the proposed amendment. <i>[if applicable]</i>. 4. The development will provide storage options for the various multi-family developments in the surrounding area <i>[if applicable]</i>.	2. <u>For Recommending Denial:</u> I move the City Council deny the application to rezone the subject property from R-20 Low density residential to C-3 CZD Highway Business Conditional Zoning District for the following reasons: [Please state reasons describing why you are moving to deny the application. Examples follow or include your own.] 1. The development is not consistent with the Comprehensive Plan <i>[if applicable]</i>. 2. The development is not compatible with the surrounding uses. <i>[if applicable]</i>. 3. The development is not in the public interest because <i>[state why if applicable]</i>. 4. There are not adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation available to support the proposed amendment. <i>[if applicable]</i>. 5. The development will have a detrimental impact on the natural environment <i>[if applicable]</i>.
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SUMMARY:

The City is in receipt of a Conditional Rezoning application from Neal Lechtner and North Main Street Properties of Hendersonville, LLC. for the development of a 3-story mini storage facility on approximately 1.83 acres. The subject property is identified as parcel number 9569-96-4276. The lot is currently vacant and wooded. The applicant is requesting to rezone the subject property from R-20 Low Density Residential to C-3 Highway Business Conditional Zoning District.

PROJECT/PETITIONER NUMBER:	Planning: P21-07-CZD & Engineering – 21-109
PETITIONER NAME:	Neal Lechtner, North Main Street Properties of Hendersonville, LLC
ATTACHMENTS:	1. City Council Memo 2. Planning Board Staff Report 3. Ordinance 4. List of Uses & Conditions 5. Proposed Zoning Map 6. Planning Board Minutes

Community Development Staff Report

TO: Planning Board

FROM: Community Development Department- Planning Division

RE: Neal Lechtner Mini Storage Conditional Zoning District

FILE #: P21-08-CZD

DATE: March 8th, 2020

PROJECT DESCRIPTION

The City is in receipt of a Conditional Rezoning application from Neal Lechtner and North Main Street Properties of Hendersonville, LLC. for the development of a 3-story mini storage facility on approximately 1.83 acres. The subject property is identified as parcel number 9569-96-4276. The lot is currently vacant and wooded. The applicant is requesting to rezone the subject property from R-20 Low Density Residential to C-3 Highway Business Conditional Zoning District. Photos of the existing conditions on the site are attached as Appendix D.

NEIGHBORHOOD COMPATIBILITY

A neighborhood compatibility meeting concerning this application was held on February 10th, 2021. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property as required by the Zoning Ordinance.

Several people representing the public attended the meeting virtually. Comments centered around.

- The height of the building
- Increased traffic
- Buffers
- Close proximity to an existing single-family home.

A copy of the neighborhood compatibility report accompanies this memorandum as Appendix A.

TREE BOARD

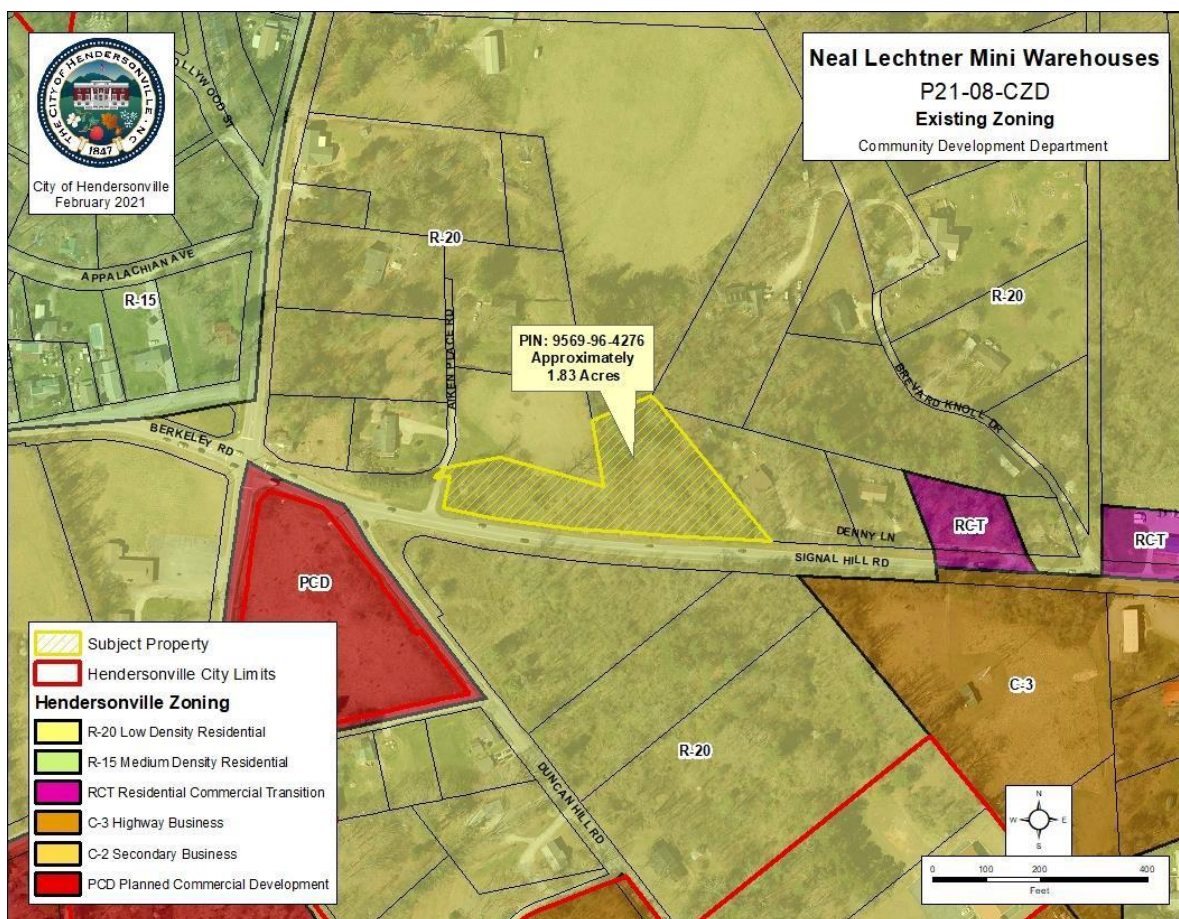
The Tree Board will convene 1 day after this staff report is sent to Planning Board

members. Any recommendations that the Tree Board may have will be given as a supplement on or prior to the meeting on March 8th. Photos of existing trees are attached as appendix E.

Rezoning Request Analysis

EXISTING LAND USE & ZONING

The subject property is currently zoned R-20 low density residential. The property is currently vacant and completely wooded. A tree survey submitted by the applicant is attached as appendix G.



Parcels to the north are zoned R-20 low density residential. Parcels to the east are zoned C-3 Highway Business and RCT, Residential Commercial Transition. Parcels to the south are zoned R-20 and C-3 and contain various commercial uses such as Four Seasons Ford. Parcels to the west are zoned PCD, Planned Commercial Development, C-2 Secondary Business and R-20. Surrounding land uses and zoning districts are shown in Appendix B "Existing Land Use Map" and Appendix C "Existing Zoning Map".

COMPREHENSIVE PLAN CONSISTENCY

The subject property is classified as High Intensity Neighborhood on the 2030 Comprehensive Plan's Future Land Use Map.



Goal LU-7.

High-Intensity Neighborhood.
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.

Strategy LU-7.1.

Locations:

- Existing or planned high-density housing neighborhoods (greater than eight units per acre)
- Priority infill development areas where high-density development is desirable and/or expected, including:
 - Boulevard and Major Thoroughfare corridors near Neighborhood Activity Centers
 - Areas surrounding Regional Activity Centers
 - Neighborhoods near Downtown, excluding historic neighborhoods
 - Neighborhoods between Jackson Park and US-176

Strategy LU-7.2.

Primary recommended land uses:

- Single-family attached and multi-family residential
- Planned Residential Developments
- Open space

Strategy LU-7.3.

Secondary recommended land uses:

- Public and institutional uses
- Offices and retail along thoroughfares
- Recreational amenities

Strategy LU-7.4.

Development guidelines:

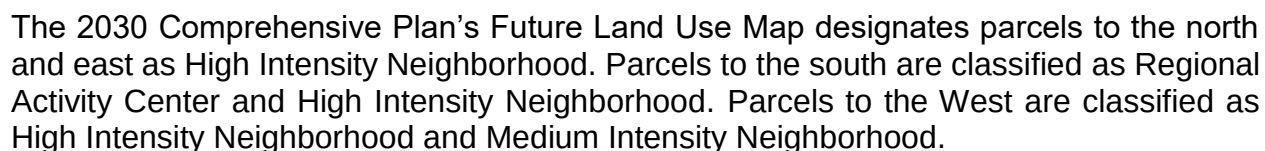
- Eight or more units per gross acre
- Placement of higher-intensity uses (e.g. office or higher-density residential) close to Boulevards and Major Thoroughfares, and/or adjacent to Neighborhood and Regional Activity Centers
- At least 60% open space in new residential developments greater than three acres
- 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)
- Encouragement of walkable neighborhood design, as described under Goal PH-3 in Chapter 2



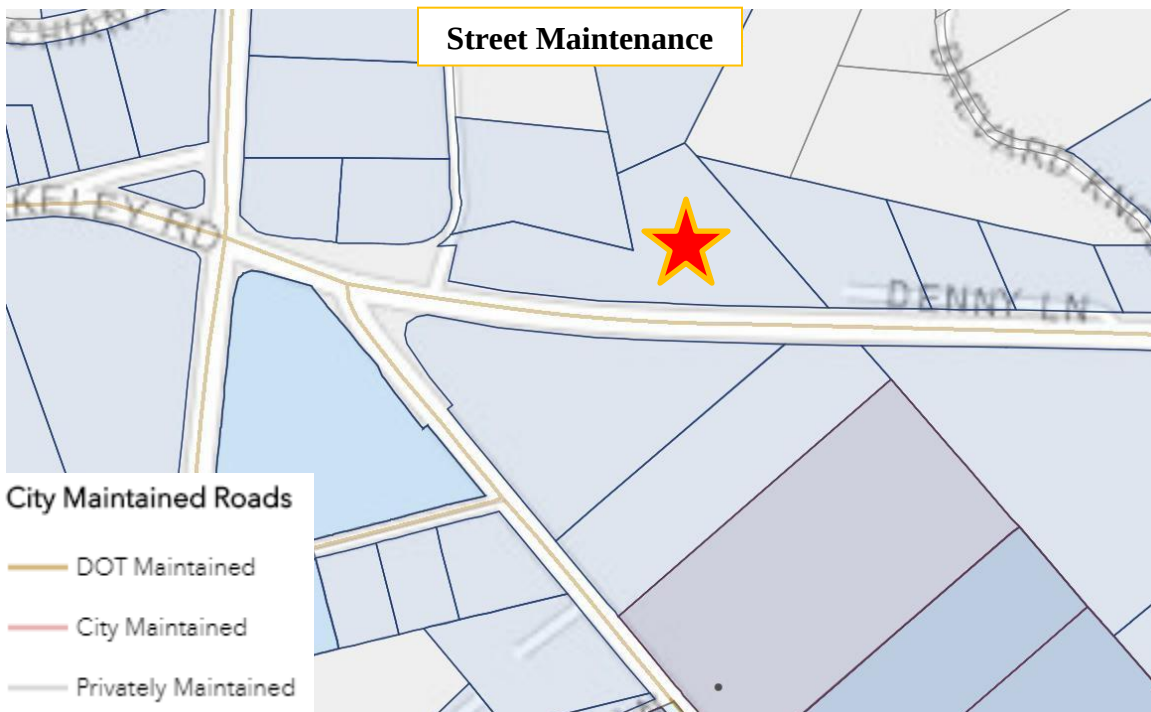
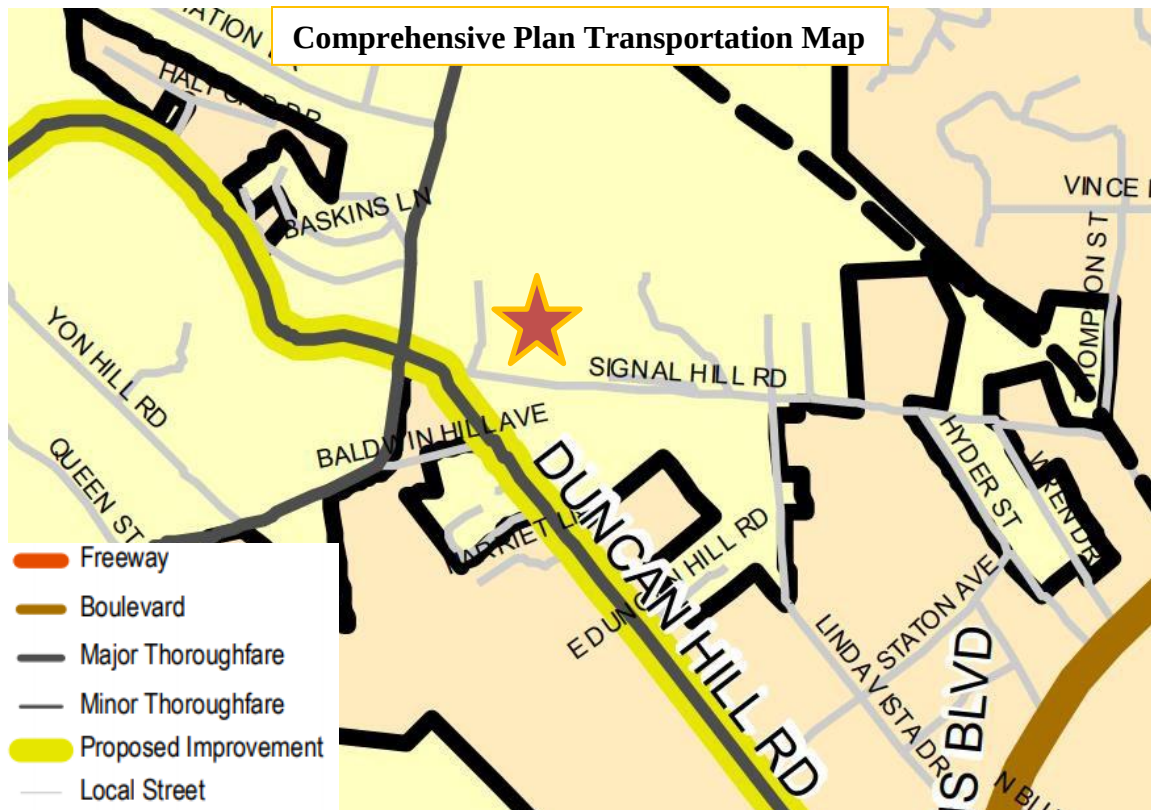
Example of High-Intensity Neighborhood development

Action PH-3.2.1.

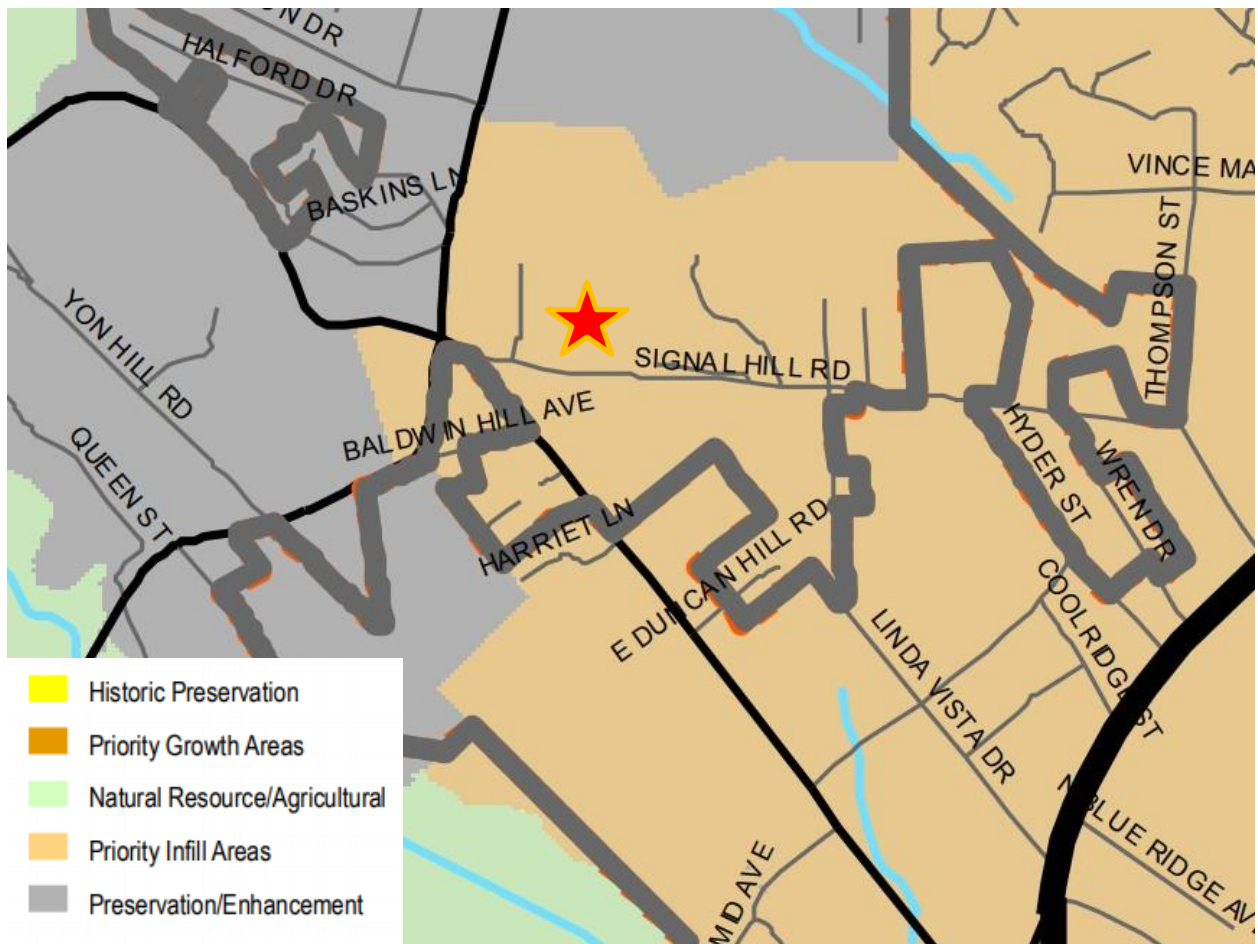
Promote mixed-use redevelopment along major thoroughfares through zoning map and/or text amendments in accordance with the High-Intensity Neighborhood and Neighborhood Activity Center classifications on the Future Land Use Map.



TRANSPORTATION



COMPREHENSIVE GROWTH MANAGEMENT MAP



Priority Infill Areas (beige): “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.”

ZONING ORDINANCE GUIDELINES

Per Section 11-4 of the City’s Zoning Ordinance, the following factors shall be considered prior to adopting or disapproving an amendment to the City’s Official Zoning Map:

1. **Comprehensive Plan consistency.** Consistency with the Comprehensive Plan and amendments thereto.

2. **Compatibility with surrounding uses.** Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.
3. **Changed conditions.** Whether and the extent to which there are changed conditions, trends or facts that require an amendment.
4. **Public interest.** Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.
5. **Public facilities.** Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.
6. **Effect on natural environment.** Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands, and wildlife.

PLAN REVIEW:

The site plan is Appendix F of this memo.

Buildings

The site plan shows a 30' high mini storage building. The building has a gross floor area of 47,485 square feet and a rentable square footage of 29,050. The building is proposed to house 228 storage units of varying sizes.

Parking Requirements - Table 6-5-2

The zoning ordinance requires mini warehouses to have a minimum of 1 per 2 employees at maximum employment on a single shift plus 1 per 20 rental units.

228 Units= 12 Spaces

1 employee on one shift= 0

- **12 spaces required.**
- **12 spaces provided plus 10 feet parking lane.**

Mini warehouses are also required to have a 10-foot-wide parking lane around the building, which is shown on the plan. Staff feels that this exceeds any parking need for the site.

Traffic Impact Analysis - Section 6-18

- It was determined that a Traffic Impact Analysis was not necessary for this project. According to the 7th edition volume 2 of the Institute of Transportation Engineers trip generation manual the project is not expected to meet either the 100 or more peak-hour trips or the 1,000 or more daily trips thresholds.
 - Mini Warehouse – Per Employee Calculation
 - 56.28 trips per weekday
 - 7 trips peak AM hour
 - 6.12 trips peak PM hour
 - Mini Warehouse- Per 1,000 Square Feet Calculation
 - 13.44 Trips AM peak hour.
 - 13.92 trips PM peak hour
 - No data for daily trips.

Entrance

The development will have 1 entrance off of Signal Hill Road. Due to the possibility of other developments in the area and the site distance for the sight. Staff will be working directly with the applicant and NCDOT for the best possible design.

Stormwater/Flood Hazard Area

The land disturbance for this project exceeds one acre; a storm water management system is required. The stormwater plan will be reviewed by the City's Engineering Department.

Landscaping:

The applicant will be required to provide vehicular use landscaping for this project. Vehicular use landscaping consists of 1 tree and 2 shrubs for every 4,000 square feet of VUA.

- Required: 5 Trees, 10 Shrubs

Since this project is a commercial use that abuts residential, a Type B buffer will be required along the property boundary.

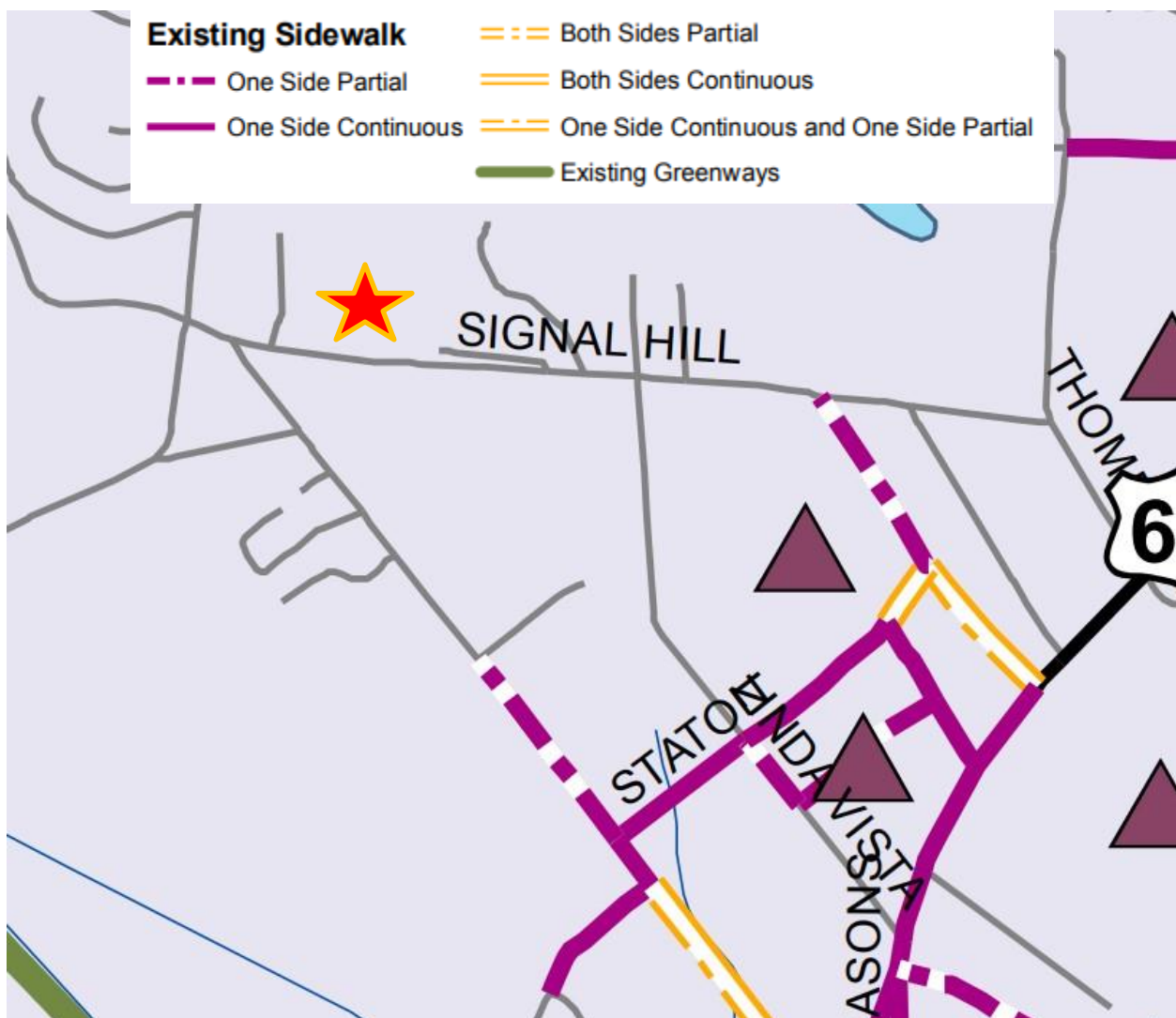
A Type B Buffer consists of: (per 100 linear feet)

- 4 broadleaf canopy trees
- 25 evergreen shrubs (4-foot centers)
- 33 flowering shrubs

- Buffer Calculations
 - 60 Trees
 - 375 Evergreen Shrubs
 - 495 Flowering Shrubs
- The applicant is also proposing to preserve 19 trees for existing vegetation credits outlined in 15-4 of the zoning ordinance. They are also proposing to save 3 additional trees if at all possible. The tree survey is attached as Appendix G

Sidewalks - Section 6-12

Sidewalks will be provided along the project frontage on Signal Hill Road. This area is currently not served by adequate pedestrian infrastructure as you will see in the below map.



Hendersonville Comprehensive Pedestrian Plan
Figure 2.3 ~ Pedestrian Crash Locations by Injury Severity



Although the area highlighted in the map above is not directly where the proposed development is going. You can see that the need for proposer sidewalk infrastructure is there.

Zoning District Standards - Section 5-8-4 C-3CZD Highway Business Conditional Zoning District Classification

For Lots Containing Other Uses

Minimum Lot Area in Square Feet: 10,000
Lot Area per Dwelling Unit in Square Feet: N/A
Minimum Lot Width at Building Line in Feet: 80
Minimum Yard Requirements in Feet: Front: 35 (Front yard requirements may be reduced to ten feet for an accessory canopy structure for a commercial building or use, provided the primary structure or use conforms to the established setback requirements.)
Side: 15
Rear: 20

Maximum Height in Feet:

48

Proposed Height- 30'

C-3 CZD, HIGHWAY BUSINESS CONDITIONAL ZONING DISTRICT COMPARED TO R-20 LOW DENSITY RESIDENTIAL

C-3 CZD

For Lots Containing Other Uses

Minimum Lot Area in Square Feet: 10,000
Lot Area per Dwelling Unit in Square Feet: N/A
Minimum Lot Width at Building Line in Feet: 80
Minimum Yard Requirements in Feet: Front: 35 (Front yard requirements may be reduced to ten feet for an accessory canopy structure for a commercial building or use, provided the primary structure or use conforms to the established setback requirements.)
Side: 15
Rear: 20

Maximum Height in Feet:

48

R-20

5-2-3 Dimensional Requirements:

Minimum Lot Area in Square Feet: 20,000
Lot Area per Dwelling Unit in Square Feet: 20,000 for the first; 10,000 for the second unit for a two family dwelling.
Minimum Lot Width at Building Line in Feet: 100
Minimum Yard Requirements in Feet:
Principal Structure

Front: 35
Side: 15
Rear: 20

Accessory Structures

Front: 35
Side: 10
Rear: 10

Maximum Height in Feet:

35

Proposed Height- 30'

Staff Report Recommendations

STAFF COMMENTS

In this section Planning Board members can find included recommended conditions for approval here, alongside references to supporting comprehensive plan and ordinance standards for Council's consideration. City Council may approve the rezoning request with or without conditions or deny the rezoning request.

Staff Recommended Rezoning Conditions: There is one staff suggested conditions for this project. The Planning Board can still recommend their own conditions. Those recommended conditions will be considered by City Council .

The following (1) conditions are suggested for consideration by staff.

- 1) *All exterior lighting associated with the project shall be in accordance with the International Dark Sky Association's recommendation.*

Due to this development being adjacent to low density residential and an exiting single-family home, staff feel that the usage of lighting recommended by the Dark Sky Association would be beneficial in this area.

Developer Proposed Conditions: These conditions are included in the attached suggested motion. They can be included or removed at Council's discretion and upon agreement by the parties involved.

- 1) *50% reduction in required buffer plantings for the yellow area shown in appendix H. The purple area will be planted at 100% of the buffer requirement.*

The developer is proposing the 50% reduction due to no structures going in this area, and if a structure were to be proposed then it would have to go back through the review process.

Tree Board Proposed Conditions: These conditions are included in the attached suggested motion. They can be included or removed at Council's discretion and upon agreement by the parties involved.

- 1) Tree Board did not meet prior to this staff report being sent out. Any proposed Tree Board Conditions will be provided prior to the Planning Board meeting.

Planning Report
Neighborhood Compatibility Meeting
Application for a Conditional Zoning District
Neal Lechtner Mini Warehouses File # P21-08-CZD
Wednesday, February 10, 2021 2:00 p.m.

Tyler Morrow, Planner, convened the compatibility meeting at 2:00 pm in the Council Chambers of City Hall. Approximately two City staff were in attendance. The follow attended:

Name	Address	Name	Address
Matt Manley	staff		
Tyler Morrow	staff		

Mr. Morrow opened the meeting explaining this is the first step in a three-step process. He explained the conditional rezoning process adding anyone who received notice of this meeting would receive notice of the City Council Public Hearing. Minutes of this meeting will be forwarded to Planning Board and City Council. Mr. Morrow said the project will go before the Planning Board and then move on to City Council for final approval. Mr. Morrow stated this meeting is for the neighbors to learn about the project and they should focus on the compatibility of the project in the neighborhood. This is a virtual meeting and Mr. Morrow explained the process and the steps to participate in the meeting. This is an informal meeting so state your name and address before making any comments as minutes of this meeting are being taken.

Mr. Morrow stated the property is currently zoned R-20, Low Density Residential and the proposed zoning is C-3 CZD, Highway Business Conditional Zoning District. This project is for a 38,030 sq. ft. building that will house 310 rental units. The rezoning application stated it would be 15,800 sq. ft. facility and house 246 rental units. This will be a four-story facility located on Signal Hill Road. This property is currently vacant and is located at the intersection of Signal Hill Road and Aiken Road.

Bronce Pesterfield with Pesterfield Engineering was on call representing the developer. He stated the purpose of the facility is to meet an unmet need in the community due to the development of new apartment buildings in the area. They plan to meet all requirements and feel this can be an asset to the area.

Mr. Morrow stated they will hear the live comments. He explained the raise hand feature and asked each person to state their name and address for the record.

Ken Fitch, 1046 Patton Street had concerns about the access to the development and felt this was not a safe access due to the limited site distance and the speeding on Signal Hill Road. He was also concerned about the building's height and size. The height and size of the building and the change in the elevation of the site will change the whole character of the neighborhood.

Mike Vann, Mountain Home stated he doesn't feel this facility is needed since Signal Hill Storage, a 500-unit facility has been approved and is being constructed at the corner of Signal Hill Road and Linda Vista Drive. He feels a second storage facility within one block is not in the best interest of the city and the demographics do not currently support the need for two storage facilities in such close proximity.

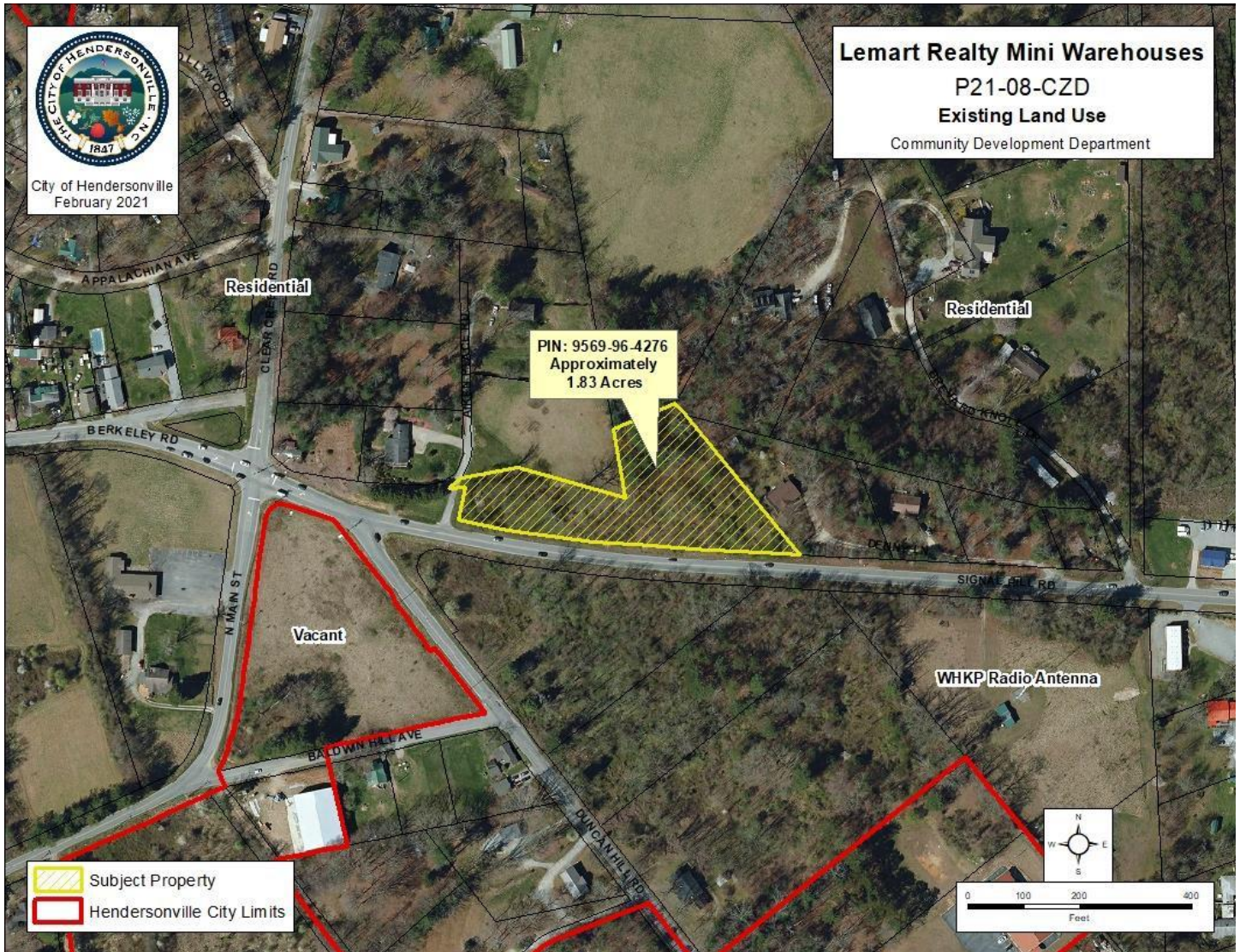
Mr. Morrow asked if anyone else would like to comment. No other comments were made.

Mr. Morrow stated this concludes the meeting. He stated the next step for this project is the Planning Board and everyone that got noticed will be noticed of the Planning Board meeting as well. The property will also be posted with the meeting information on the sign. This could go before the Planning Board in March.

With no further comments or questions, Mr. Morrow closed the meeting at 2:30 pm.

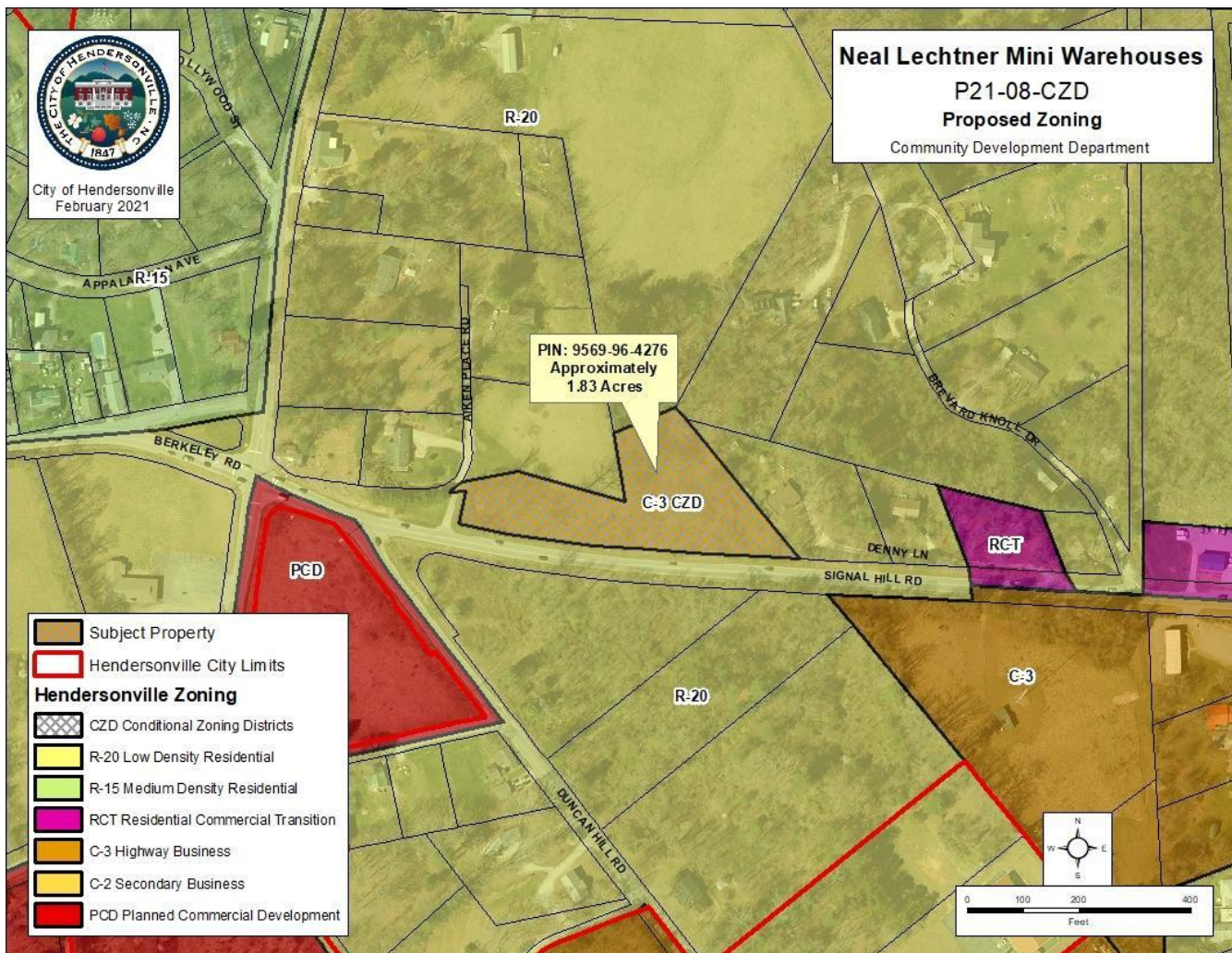
Appendix B

Existing Land Use Map



Appendix C

Proposed Zoning Map



Appendix D Site Photos

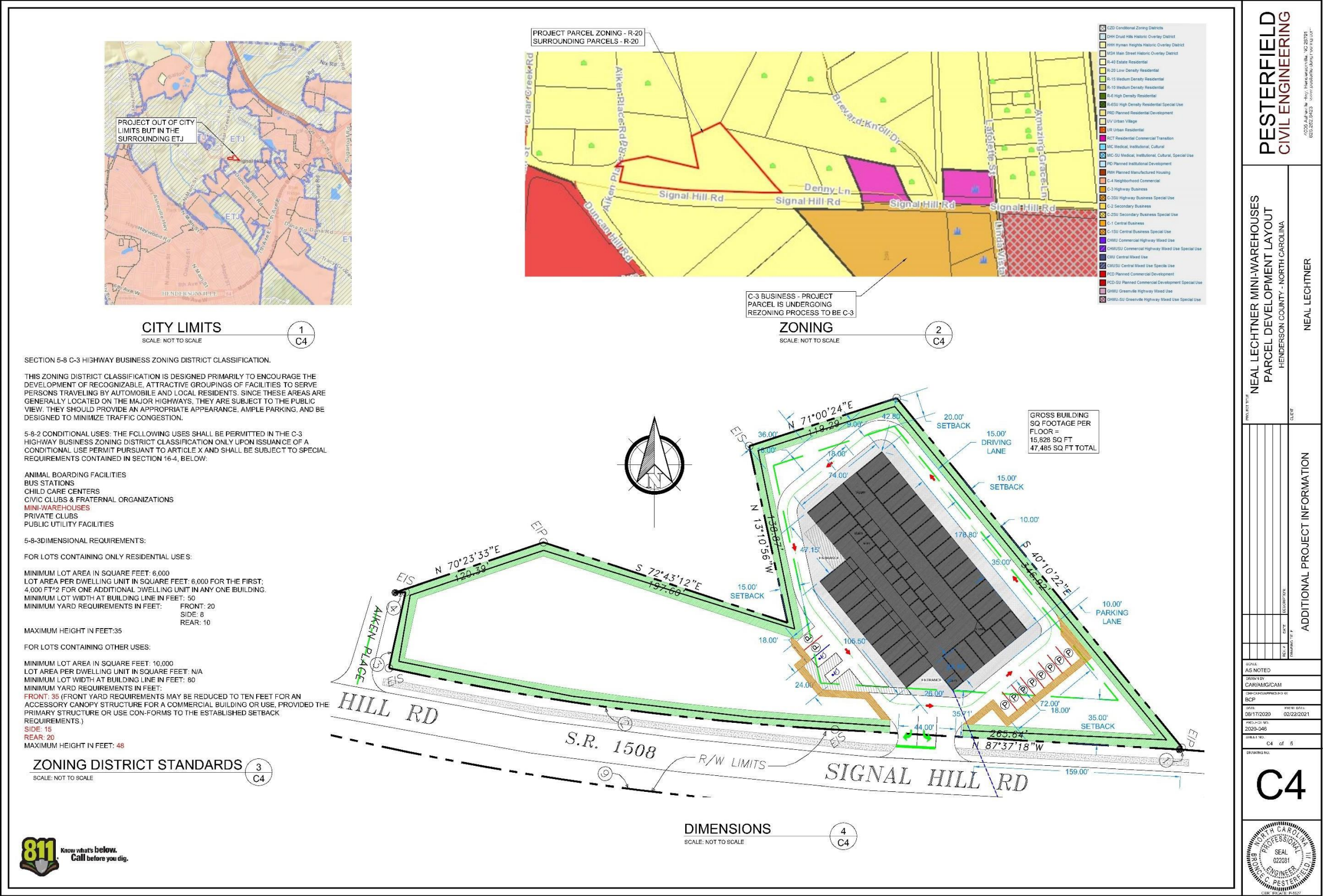




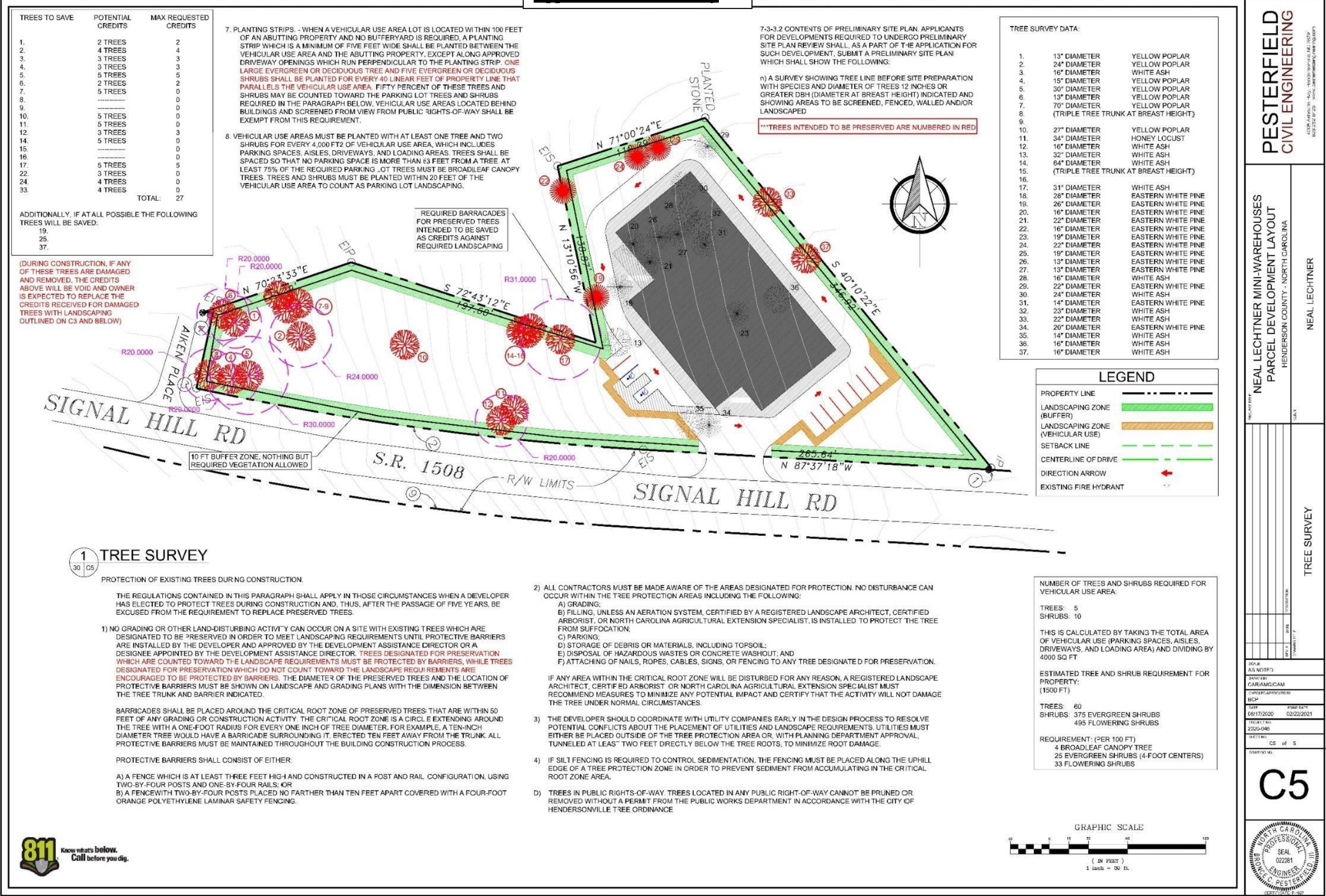
Appendix E

Existing Trees





Appendix G- Tree Survey



1

30 C3

GENERAL SITE LAYOUT PLAN

GENERAL SITE NOTES:

- IT IS OUR CLIENT'S WISH TO CONDITIONALLY REZONE THIS PARCEL, PIN# 9569-96-4276, FROM R-20 LOW DENSITY RESIDENTIAL ZONING DISTRICT TO CONDITIONAL C-3 HIGHWAY BUSINESS ZONING DISTRICT CLASSIFICATION AND USE THE LAND & BUILDING FOR MINI-WAREHOUSES.
- THE USE OF THIS ZONING WILL REQUIRE US TO APPLY FOR A CONDITIONAL USE PERMIT PURSUANT TO ARTICLE X AND SHALL BE SUBJECT TO SPECIAL REQUIREMENTS CONTAINED IN SECTION 16-4 BELOW.
- 16-4-16 MINI-WAREHOUSES.
 - A) ONE WAY INTERIOR TRAVEL LANES SHALL HAVE A MINIMUM WIDTH OF 15 FEET IN ADDITION TO A TEN FOOT WIDE PARKING LANE. ALL TWO-WAY INTERIOR TRAVEL LANES SERVING STORAGE UNITS SHALL HAVE TWO 12-FOOT WIDE TRAVEL LANES AND BE PROVIDED WITH A TEN FOOT WIDE PARKING LANE. ALL PORTIONS OF THE SITE SHALL BE READILY ACCESSIBLE BY POLICE AND FIRE EQUIPMENT AND PERSONNEL.
 - B) STORAGE UNITS SHALL BE DESIGNED FOR INDIVIDUAL STORAGE. THEY SHALL CONTAIN NO FACILITIES FOR UTILITY SERVICE. THEY SHALL NOT BE USED FOR SALES OR SERVICE OR FOR HABITATION BY HUMANS OR ANIMALS.
 - C) NO OUTSIDE STORAGE SHALL BE PERMITTED WHEN THE PROPOSED USE IS SITUATED IN A ZONING DISTRICT CLASSIFICATION OTHER THAN I-1.
- COMMON OPEN SPACE FOR NON-RESIDENTIAL DEVELOPMENTS SHALL BE USED FOR LANDSCAPING, LAWN, SCREENING OR BUFFERING. IT MAY NOT CONTAIN ANY STREETS, PARKING OR LOADING AREAS, OUTDOOR STORAGE, TRASH HANDLING, UTILITY OR SERVICE AREAS, OR AREAS WITH IMPERVIOUS SURFACES OTHER THAN SIDEWALKS, RECREATIONAL FACILITIES AND MEETING AREAS.
 - COMMON SPACE CURRENTLY IS 55.61%
 - AREA DESIGNATED AS COMMON SPACE TO BE MAINTAINED BY OWNER
 - THERE ARE NO OTHER RESERVATIONS ASSOCIATED WITH THIS PROPERTY
- NOT LOCATED IN A FLOOD ZONE
- THERE WILL BE NO EXTENSION OF SEWER TO THE PROPERTY, A SEPTIC SYSTEM WILL BE INSTALLED IN AREA NOTED. WATER IS ACROSS SIGNAL HILL ROAD AND WILL BE METERED TO THE PROPERTY. (EXACT PLACEMENT WILL BE COORDINATED WITH WATER DEPARTMENT) AND ELECTRICITY WILL BE COORDINATED WITH DUKE ENERGY

7. LANDSCAPING / BUFFER SPECIFICATIONS: (PLANTING GUIDELINES FOR BUFFER AREA ABOVE)

TYPE B, 10 FT WIDE, PER 100 FT THERE MUST BE:

- 4 BROADLEAF CANOPY TREE
- 25 EVERGREEN SHRUBS (4-FOOT CENTERS)
- 33 FLOWERING SHRUBS
- 1 1/2 - 1 3/4 INCH CALIPER
- 18-24 INCHES
- 18-24 INCHES

BUFFERS SHALL BE LOCATED ON LOT OR PARCEL BOUNDARY LINES. BUFFERS SHALL NOT BE LOCATED ON ANY PORTION OF AN EXISTING PUBLIC OR PRIVATE STREET OR RIGHT-OF-WAY, WHETHER OPENED OR UNOPENED.

VEHICULAR USE AREAS MUST BE PLANTED WITH AT LEAST ONE TREE AND TWO SHRUBS FOR EVERY 4,000 FT² OF VEHICULAR USE AREA, WHICH INCLUDES PARKING SPACES, AISLES, DRIVEWAYS, AND LOADING AREAS. TREES SHALL BE SPACED SO THAT NO PARKING SPACE IS MORE THAN 63 FEET FROM A TREE. AT LEAST 75% OF THE REQUIRED PARKING LOT TREES MUST BE BROADLEAF CANOPY TREES. TREES AND SHRUBS MUST BE PLANTED WITHIN 20 FEET OF THE VEHICULAR USE AREA TO COUNT AS PARKING LOT LANDSCAPING.

SMALL LOTS, SMALL LOTS, DEFINED AS LOTS WITH LESS THAN 100 FEET OF FRONTAGE ON A ROADWAY OR WITH LESS THAN 100 FEET OF DEPTH, MAY HAVE SITE CONSTRAINTS WHICH MAKE STRICT COMPLIANCE WITH THE REGULATIONS CONTAINED IN THIS SECTION A HARSHIP. IN SUCH CASES, THE APPROVING AUTHORITY FOR THE CITY MAY APPROVE DEVIATIONS FROM SUCH REGULATIONS SO LONG AS THE PLANS OF DEVELOPMENT ARE CONSISTENT WITH THE GOALS AND OBJECTIVES STATED HEREIN.

8. ANY SIGNAGE TO BE LOCATED ON OUTSIDE OF 2ND STORY BUILDING FACING SIGNAL HILL ROAD.

9. THERE WILL BE MINIMAL OUTDOOR LIGHT, ONLY WHAT IS REQUIRED ON THE BUILDING.

10. THERE ARE NO RESTRICTIVE COVENANTS OR RESERVATIONS ASSOCIATED WITH THIS PROPERTY.

11. THERE ARE NO PHASING LINES ASSOCIATED WITH THIS PROJECT.

12. THIS PROJECT WILL NOT REQUIRE A TRANSPORTATION IMPACT ANALYSIS

13. THERE ARE NO RIGHTS-OF-WAY COMPLIANCE APPLICATIONS TO THIS PROJECT

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City Council Memo

TO: Honorable Mayor and City Council
FROM: Community Development Department - Planning Division
RE: Neal Lechtner Mini Warehouses Conditional Rezoning – from R-20 (Low Density Residential) to C-3 CZD (Highway Business Conditional Zoning District)
FILE #: P21-08-CZD
DATE: April 1, 2021

PROJECT DESCRIPTION

The City is in receipt of a Conditional Rezoning application from Neal Lechtner and North Main Street Properties of Hendersonville, LLC. for the development of a 3-story mini storage facility on approximately 1.83 acres. The subject property is identified as parcel number 9569-96-4276. The lot is currently vacant and wooded. Additional detail regarding this application can be found in the attached Staff Report compiled for the Planning Board.

PLANNING BOARD

The Planning Board considered this application at their meeting on March 8. They voted 4-1 recommending City Council not approve the rezoning. The reasons for recommending denial were compatibility with surrounding uses and the Board's belief that the project is not consistent with the comprehensive plan:

Mr. Blatt moved the City Council not adopt an ordinance rezoning the subject property for the following reasons: compatibility to surrounding uses, which are primarily residential and he does not believe it is consistent with the Comprehensive Plan as it stands today. Ms. Peacock seconded the motion which passed 4 in favor and 1 opposed.

The entire Planning Board minutes for this project is in your packet.

TREE BOARD

The Tree Board considered this application at their meeting on March 2. They voted unanimously to support the proposal by the developer to save the trees as shown and the developer proposed condition of reducing the buffer requirements for a section of

the property shown in appendix H of the staff report. The motion and summary of discussion by the Tree Board is provided below:

- a) Neil Lechtner Mini Storage – This is a vacant lot, mostly wooded with 37 trees. They are proposing to save 19 trees and hope to save an additional three trees. Motion by Mark Madsen to accept the developer’s recommendations for trees and the buffers. Roll call vote – all Ayes.***

For Recommending Approval:

I move that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from R-20 Low density residential to C-3 CZD Highway Business Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the List of Uses and Conditions, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons:

[Please state reasons describing why this development is good for the community. Examples follow, or to include your own]

1. The development will provide additional storage options for residents of the City [if applicable];
2. The proposed use is compatible with the area. [if applicable]
3. There are adequate public facilities and services such as water supply, fire and police protection, etc. are available to support the proposed amendment. [if applicable]
4. The development will provide storage options for the various multi-family developments in the surrounding area [if applicable]

For Recommending Denial:

I move City Council deny the application to rezone the subject property for the following reasons:

[Please state reasons describing why you are moving to deny the application. Examples follow or include your own.]

1. The development is not consistent with the Comprehensive Plan[if applicable];
2. The development is not compatible with the surrounding uses. [if applicable]
3. The development is not in the public interest because [state why if applicable]
4. There are not adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation available to support the proposed amendment. [if applicable]
5. The development will have a detrimental impact on the natural environment. [if applicable]

Neal Lechtner Mini Storage Planning Board Minutes

Conditional Zoning District – Application for a conditional rezoning from Neal Lechtner and North Main Street Properties of Hendersonville, LLC. The applicants are requesting to rezone the subject property, PIN 9569-96-4276 and located on Signal Hill Road, from R-20, Low Density Residential to C-3 CZD, Highway Business Conditional Zoning District for the development of a three-story mini storage facility on approximately 1.83 acres. (File #P21-08-CZD). Mr. Morrow gave the following background:

The applicant is requesting to rezone the property from R-20, Low Density Residential to C-3 CZD, Highway Business Conditional Zoning District. The property is approximately 1.83 acres and the use will be mini warehouses.

A neighborhood compatibility meeting was held on February 10, 2021. Several people attended the meeting virtually. Comments centered around the height of the building, increased traffic, buffers and close proximity to an existing single-family home.

This is a vacant lot, mostly wooded with 37 trees. The Tree Board proposed saving 19 trees and hope to save an additional three trees.

Parcels to the north of the property are zoned R-20, Low Density Residential and C-3 and contain various commercial uses such as Four Seasons Ford. Parcels to the east are zoned C-3, Highway Business and RCT, Residential Commercial Transition. Parcels to the south are zoned R-20, PCD, Planned Commercial Development and C-2, Secondary Business. This will be the first C-3 zoning on this side of the street.

Comprehensive Plan Consistency. The subject property is classified as High Intensity Neighborhood on the 2030 Comprehensive Plan's Future Land Use Map. High-Intensity Neighborhood encourages 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 functional roadway corridors and multi-family neighborhoods.

The Comprehensive Plan Transportation Map shows Signal Hill Road as a minor throughfare. Driveway permits must be approved by NCDOT as this is a state-maintained road.

Site photos were shown. The site plan shows a 30' high mini storage building. The building has a gross floor area of 47,485 sq. ft. and a rentable square footage of 29,050. The building is proposed to house 228 storage units of varying sizes. The site plan exceeds the parking requirements.

The applicant will be required to provide vehicular use landscaping for this project. Vehicular use landscaping consists of 1 tree and 2 shrubs for every 4,000 sq. ft. of VUA. The project is a commercial use that abuts residential so a Type B buffer will be required along the property boundary.

The applicant is proposing to save 19 trees for existing vegetation credits outlined in 15-4 of the Zoning Ordinance. They are also proposing to save 3 additional trees if possible. Sidewalks will be provided along the frontage on Signal Hill Road.

Mr. Morrow compared the setback requirements for the C-3 district and the R-20 district. The proposed height for the building is 30', which is under the R-20 height requirement of 35' and the under the C-3 height requirement of 48'.

Staff has one recommended condition which is all exterior lighting associated with the project shall be in accordance with the International Dark Sky Association's recommendation. Staff

thought due to the development being adjacent to low density residential and an existing single-family home, the usage of lighting recommended by the Dark Sky Association would be beneficial in this area.

The developer proposed conditions are a 50% reduction in required buffer plantings for the yellow area shown in appendix H. The developer is proposing the 50% reduction due to no structures going in this area, and if a structure were to be proposed it would have to go back through the review process. The Tree Board felt what the applicant proposed is sufficient and they did support the 50% reduction since they are not developing in that area.

Mr. Morrow explained the yellow area which is the septic area and the blue area which is the stormwater management system.

Ms. Peacock asked if another storage facility is in the area. Mr. Morrow stated in October 2019 a storage facility was approved at the corner of Signal Hill Road and Linda Vista Drive. Staff has just received final site plans and are currently reviewing them. This was approved in October 2019 as a conditional zoning district.

Mr. Jones asked about the apartment complexes in the area. Mr. Morrow stated Signal Hill Apartments is up the street and an 84-unit apartment complex (Duncan Terrace) was just approved across the street. Oklawaha Village is close by on N. Main Street.

Chair asked if there were any questions for staff. There were no further questions.

Adam Merritt with Pesterfield Engineering stated he is representing Neal Lechtner. They are well under the height requirement for the C-3 zoning district. They meet all the necessary parking requirements and stormwater will be handled with the City of Hendersonville's Engineering Department. There will be no other businesses on this site. It is just a simple storage facility.

Ms. Peacock asked if they plan to rent out parking spaces. Mr. Merritt stated no, it is against code in this area. There will be no outdoor storage.

Chair asked about the property being gated and how this may cause stacking of vehicles. Mr. Merritt stated he will have to defer with the developer. He is sure they will have a fence but not sure about a gate. Mr. Blatt asked who will approve the driveway permit. Mr. Morrow stated NCDOT and they will deal with any issues concerning stacking.

Chair asked if there were any questions for the developer. There were no further questions.

Chair opened the public comment time.

Ken Fitch, 1046 Patton Street stated there is an operational question concerning many renters and having trucks and the capacity of the site plan. How would this facility operate? There is another facility underway in this area. Compatibility is questionable. This project is in the high intensity neighborhood and will alter the natural environment of the site.

Chair stated the other storage facility was approved in October 2019 and there is a "coming soon" sign on the property. Mr. Morrow stated the developer has submitted a final site plan for review and they are working on approvals from the county and NCDOT. Chair stated he has spoken with other people about the need for these facilities and there is a great need for them. Mr. Jones stated with the apartment complexes in the area he feels there is a need for storage facilities.

Mr. Blatt stated they should consider the land uses around the site. It is primarily residential. He believes there is a need but is this the right spot for one, personally he does not believe it is. Compatibility is an issue for him.

Mr. Morrow stated no adjacent property owners attended the meetings or commented on the project. He stated they were proposing a 4-story facility and have dropped it to 3 stories.

Mr. Blatt stated there is a lot of vacant land in the area and right now everything that has come before the city has been residential.

Chair asked for clarification on compatibility with the Comp Plan. Mr. Morrow stated mini storage is not directly stated as a recommended secondary or primary use. You could say that this was an accessory use to what is recommended which is multi-family, Planned Residential Development. Although it is not directly related you could make the argument that it is an accessory to that, but it is not directly mentioned in the Comp Plan.

Mr. Blatt moved the City Council not adopt an ordinance rezoning the subject property for the following reasons: compatibility to surrounding uses, which are primarily residential and he does not believe it is consistent with the Comprehensive Plan as it stands today. Ms. Peacock seconded the motion which passed 4 in favor and 1 opposed.

LIST OF USES & CONDITIONS:

Neal Lechtner Mini Warehouses Rezoning (File # P21-08-CZD)

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

- Mini Warehouses
- Office

II. Conditions:

(1) Shall Be Attached to the Conditional Rezoning and Satisfied Prior to Issuance of Final Site Plan Approval:

City Initiated Conditions:

1. All exterior lighting associated with the project shall be in accordance with the International Dark Sky Association's recommendation.

Applicant Initiated Conditions:

1. 50% reduction in required buffer plantings for the yellow area shown in appendix H of the staff report. The purple area will be planted at 100% of the buffer requirement.

(2) Shall Be Attached to the Conditional Rezoning:

1. Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and all applicable provisions of the Hendersonville Zoning Ordinance and Code of Ordinances.

With their signatures below, Applicant and Property owner indicate their consent to these conditions.

Applicant: Neal Lechtner

Signature: _____

Printed Name: _____

Date: _____

Property Owner: North Main Street
Properties Of Hendersonville, LLC

Signature: _____

Printed Named: _____

Date: _____

Title within LLC: _____

Ordinance # ____ - ____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL NUMBER 9569-96-4276 BY CHANGING THE ZONING DESIGNATION FROM R-20 LOW DENSITY RESIDENTIAL TO C-3 CZD, HIGHWAY BUSINESS CONDITIONAL ZONING DISTRICT

IN RE: Parcel Numbers: 9569-96-4276 – Neal Lechtner Mini Warehouses Conditional Zoning District
(File # P21-08-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from Neal Lechtner and North Main Street Properties of Hendersonville, LLC. for the development of a 3-story mini warehouse facility on approximately 1.83 acres., and

WHEREAS, the Planning Board took up this application at its regular meeting on March 8th, 2021; voting 4-1 to not recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on April 1st, 2021, and

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following:

Parcel number 9569-96-4276 from R-20 Low Density Residential to C-3 CZD, Highway Business Conditional Zoning District
2. Development of the parcel shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be subject to the site limitations and conditions stipulated on the list of uses and conditions.
3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 1st, day of April 2021.

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

Angela L. Reece, City Clerk

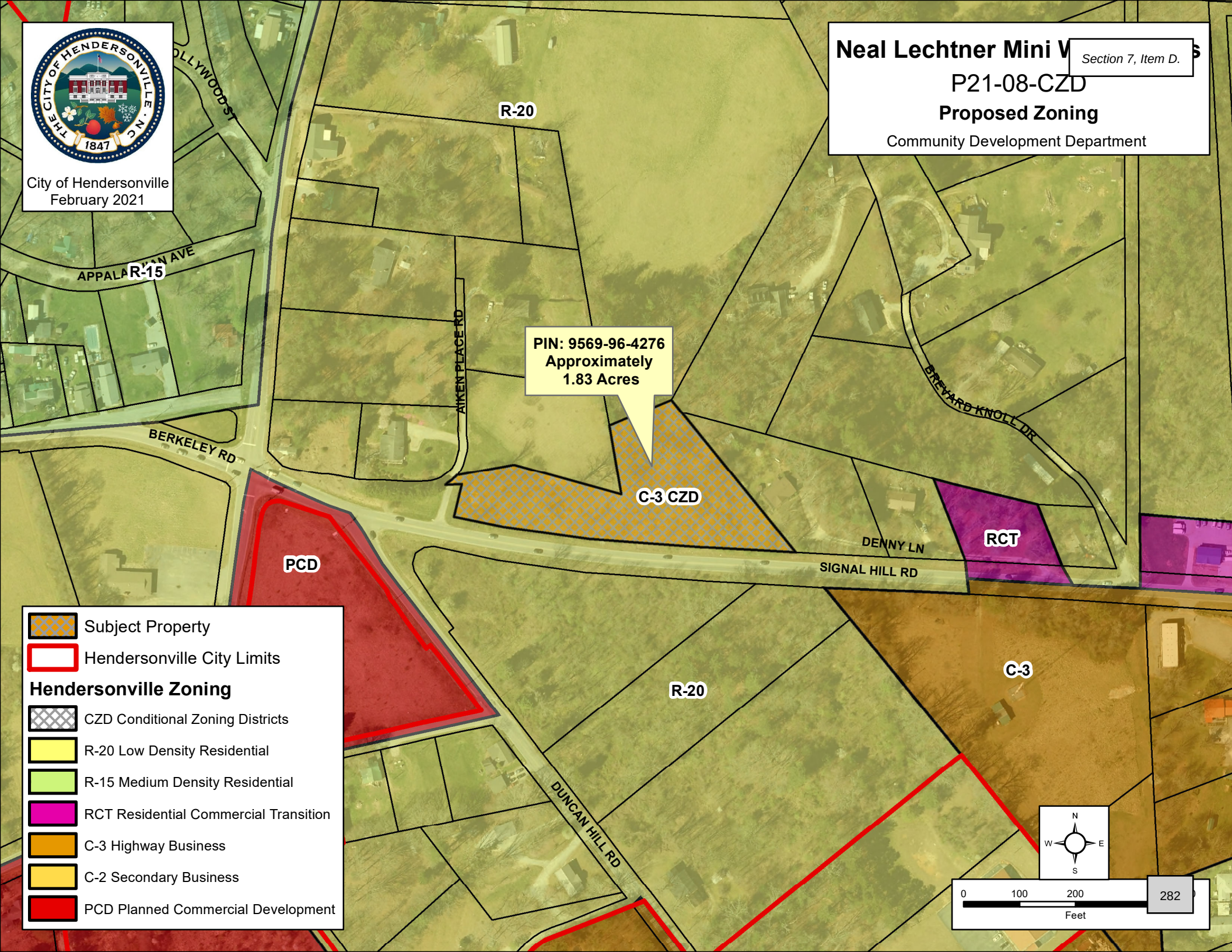
Approved as to form:

Angela S. Beeker, City Attorney



City of Hendersonville
February 2021

Neal Lechtner Mini V
Section 7, Item D.
P21-08-CZD
Proposed Zoning
Community Development Department



PIN: 9569-96-4276
Approximately
1.83 Acres

 Subject Property

 Hendersonville City Limits

Hendersonville Zoning

 CZD Conditional Zoning Districts

 R-20 Low Density Residential

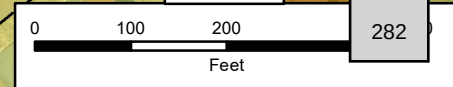
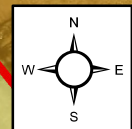
 R-15 Medium Density Residential

 RCT Residential Commercial Transition

 C-3 Highway Business

 C-2 Secondary Business

 PCD Planned Commercial Development





StarNews | The Dispatch
Times-News

Order Confirmation

Not an Invoice

Section 7, Item D.

38.64 Public Hearings for CC 4-1-21 mtg-Planning 010-1200-531205-0000-010-000-000000-000000

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:	03/15/2021
Order Number:	5669244
Prepayment Amount:	\$ 0.00

Column Count:	True
Line Count:	tableCell18
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
HEN Times-News	2	03/21/2021 - 03/28/2021	Govt Public Notices
HEN blueridgenow.com	2	03/21/2021 - 03/28/2021	Govt Public Notices

Total Order Confirmation

\$38.64

Ad Preview

Section 7, Item D.

PUBLIC HEARING NOTICE
Notice is hereby given that the City of Hendersonville City Council will hold three public hearings and one quasi-judicial, evidentiary hearing on Thursday, April 1, 2021, at 5:45 a.m., in City Hall on the Second Floor located at 160 Sixth Avenue E, Hendersonville NC to consider the following:

I. Special Use Amendment -
Application from Tony Bloemano and Bacon Commons Property, LLC for Bacon Commons located on PIN 198-77715, of 475 S. Church Street. The applicant has submitted amended site plans for the previously approved Bacon Commons development that includes a mix of commercial and residential units. The applicant has requested to change some of the commercial space to residential condos. This change requires an amendment to the existing Special Use Permit for the Bacon Commons development. This will be conducted as a quasi-judicial, evidentiary hearing. The Council may only consider evidence introduced at the hearing. Persons wishing to participate in this hearing must attend the hearing in person. Individuals should not contact City Council members regarding this application prior to the hearing.

II. Zoning Map Amendment -
Request from Day & Night, LLC to rezone PIN 87946-199 from C-3 Highway Business to CHMU Commercial Highway Mixed Use. The property is located at 201 Superior Road.

III. Conditional Zoning District - Application for a conditional rezoning from Perry L. Fields One Thousand and Fifteen, LLC and Around the Corner Ministries. The applicants are requesting to rezone the subject property, PIN 958-4678 and located at 1015 Berkeley Road, from C-3 Highway Business to C-3 CZD Secondary Business Conditional Zoning District for the construction of an 10,434 sq. ft. light manufacturing and commercial building. The requested uses are Light Manufacturing, Wholesale Business, Construction Trades, and Repair Services.

IV. Conditional Zoning District - Application for a conditional rezoning from Reed Lechtner and North Main Street Properties of Hendersonville, LLC. The applicants are requesting to rezone the subject property, PIN 958-4678 and located on Signal Hill Road, from R-20 Low Density Residential District to C-3 CZD Highway Business Conditional Zoning District for the construction of a three-story multi-warehouse facility consisting of 228 rental units on approximately 1.81 acres.

The Mayor and City Council Members will attend the hearings in person. In-person attendance by the public will also be permitted; however, in compliance with Governor Cooper's Executive Orders and social distancing guidelines, in-person attendance of the public will be limited as zoning permits. For matters II, III and IV above, public hearing comments will be accepted from those attending in person at the designated time of this meeting. The public may also view and verbally comment during this public hearing live via ZOOM. For security reasons screen sharing will not be allowed. The meeting instructions to join by Zoom will be available on the City's website by visiting <https://www.hendersonville.nc.us/zoning-schedule>. Comment period instructions will also be displayed at the appropriate times during the meeting. <https://www.hendersonville.nc.us/zoning-schedule>. Comment period instructions will also be displayed at the appropriate times during the meeting.

Anyone wishing to submit written public comment for matters II, III and IV public hearings prior to the meeting may visit <https://www.hendersonville.nc.us/comment> to submit their comment. Written comments must be submitted by noon on April 1, 2021 to be considered by the City Council. If comments include photo(s) or video they must be submitted by 8:00 a.m. on March 31, 2021. For matter I, persons must attend in person if they wish to participate, and only evidence concerning the application for the special use amendment presented at the quasi-judicial, evidentiary hearing, will be considered by City Council. All testimony will be given under oath. General public comments will not be received.

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, Angela Reese at 607-3000 no later than 24 hours in advance of the meeting.
3/21/2021, 3:28:20PM 5689244

City of Hendersonville

Certification of Mailing of Public Notice

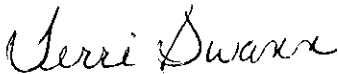
IN RE: Neal Lechtner Mini Warehouses

File # P21-08-CZD

I hereby certify that official notice of the City Council Meeting on April 1, 2021, has been sent with regard to this matter by U.S. Mail on the date indicated below and as specified in this document.

The parties to whom notice was mailed are indicated on the sheets attached hereto as Exhibit A. Those listed on Exhibit A were mailed the letter, a copy of which is attached as Exhibit B.

Date Mailed: 03.17.21



Terri Swann
Administrative Aide

Henderson County, North Carolina

I certify that the following person personally appeared before me this day, acknowledging to me that she signed the foregoing document:

_____.

Date: _____

Notary Signature: _____

Notary Printed Name: _____
(Official Seal)

My Commission Expires: _____

HARGRAVE, JANETTE B;HARGRAVE,
MARGARET B
PO BOX 456
HENDERSONVILLE, NC 28793

HICKORY REALTY FUND LLC
337 SCHOONER LN
CARBONDALE, CO 81623

HARGRAVE, JANETTE B;WARREN,
MARGARET B
126 CLEAR CREEK RD
HENDERSONVILLE, NC 28792

SHERLIN, MEILY N;SHERLIN, KENNETH A IV
76 CLEAR CREEK RD
HENDERSONVILLE, NC 28792

WREN, SKY LYN
4949 RED HEART DR
WILMINGTON, NC 28412

HOLBERT, LARRY GEN PRTRN;GRAY,
RONNIE GEN PRTRN
PO BOX 1275
MOUNTAIN HOME, NC 28758

NORTH MAIN STREET PROPERTIES OF
HENDERSONVILLE, LLC
P.O. BOX 1776
HENDERSONVILLE, NC 28793

STANSELL, HELEN TRUSTEE;HELEN A
STANSELL LIVING TRUST
17 AIKEN PLACE RD
HENDERSONVILLE, NC 28792

PESTY, SYLVIANE F.
723 DUNCAN HILL RD
HENDERSONVILLE, NC 28792

WORSHAM, CECIL;WORSHAM, CLARA
PO BOX 888
HENDERSONVILLE, NC 28793

RADIO HENDERSONVILLE INC
1450 7TH AVE E
HENDERSONVILLE, NC 28792

GREEN HOLDINGS, LLC
P.O. BOX 1776
HENDERSONVILLE, NC 28793

WILKIE, DUSTIN RAY;WILKIE, JULIE OWENS
167 BREVARD KNOLL DR
HENDERSONVILLE, NC 28792

WILKIE, KENNETH R;WILKIE, NINA
W;WILKIE, DUSTIN RAY;WILKIE, JULIE O
102 CHAPMAN DR
HENDERSONVILLE, NC 28792

MATHIS, JEANETTE Q
PO BOX 2202
HENDERSONVILLE, NC 28793

LEDBETTER, SHARON S
58 DENNY LN
HENDERSONVILLE, NC 28792

SMITH, JAMES T JR;SMITH, EDITH A
PO BOX 2352
HENDERSONVILLE, NC 28793

VALENTINE, DONNA H TRUSTEE;DONNA H
VALENTINE REVOCABLE TRUST
AGREEMENT
273 RANSIER DR
LAUREL PARK, NC 28739

ADAM MERRITT
PESTERFIELD CIVIL ENGINEERING
4005 ASHEVILLE HWY,
HENDERSONVILLE, NC 28791



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 4/1/2021
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: Ordinance Establishing Twenty-Five (25) Miles Per Hour Speed Limit on a Portion of Chadwick Avenue – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that the City Council adopt the Ordinance establishing a twenty-five (25) miles per hour speed limit on Chadwick Avenue between Greenville Highway (N.C. 225) and Spartanburg Highway (U.S. 25).

SUMMARY:

This portion of Chadwick Avenue connects two major thoroughfares and is often used as a cut through street. The street is currently very narrow with limited roadway shoulders. In addition, the street serves both residential and commercial properties. Members of City Council have asked staff to prepare an ordinance to reduce the speed limit on this portion of Chadwick Avenue.

BUDGET IMPACT: \$ NA

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Proposed Ordinance

Ordinance # ____ - ____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND SECTION 50-144 OF THE CODE OF ORDINANCES TO ESTABLISH A TWENTY-FIVE MILES PER HOUR SPEED LIMIT ON A PORTION OF CHADWICK AVENUE

WHEREAS, unless otherwise posted all City of Hendersonville streets have a speed limit of thirty-five (35) miles per hour; and

WHEREAS, a portion of Chadwick Avenue connects two major thoroughfares within Hendersonville and is often used as a cut through street; and

WHEREAS, this portion of the street is very narrow with limited roadway shoulders that allow vehicles to move off the edge of road in emergency situations; and

WHEREAS, this portion of Chadwick Avenue contains both residential and commercial properties.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina that Section 50-144 of the Code of Ordinances for the City of Hendersonville shall be amended to add a new subparagraph (a) as follows:

Sec. 50-144. - Variation of maximum speed limits.

The city council may alter the maximum speed limit as established in this division on any street or portion thereof which is not a part of the state highway system and which is not maintained by the state highway commission in accordance with the provisions of G.S. 20-141(f1). No such alteration of the speed limits shall become or remain effective unless signs have been conspicuously placed giving notice of such speed limit for such street.

- (a) The speed limit on Chadwick Avenue between Greenville Highway (NC 225) and Spartanburg Highway (US 25) shall be twenty-five (25) miles per hour.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 1st day of April 2021.

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:	Lew Holloway	MEETING DATE:	March 4, 2021
AGENDA SECTION:	NEW BUSINESS/ Staff Direction	DEPARTMENT:	Community Development Department
TITLE OF ITEM, Presenter Name, Title:	Berekley Road & North Main Street Intersection – <i>Lew Holloway, Community Development Director</i>		

SUGGESTED MOTION(S): N/A

SUMMARY:

In developing the staff report for the Duncan Terrace project staff became aware of a NC DOT study of this intersection which has not previously advanced out of an initial review level with DOT. Considering existing and future potential development in this corridor staff felt it would be beneficial to bring awareness to this study. In addition, we are seeking direction from City Council regarding potential staff efforts to have the project added to the State Transportation Improvement Program (STIP) for eventual construction.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? YES / NO

If no, describe how it will be funded.

PROJECT NUMBER: N/A

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS: None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Drew Finley	MEETING DATE: March 4, 2021
AGENDA SECTION:	NEW BUSINESS	DEPARTMENT: Water & Sewer
TITLE OF ITEM, Presenter Name, Title:	Briefing on Permitting for Duke Energy Coal Ash Contact Water – <i>Gracie Erwin, Environmental Compliance Coordinator, & Drew Finley, Lead for NC Fellow</i>	

SUGGESTED MOTION(S): N/A

SUMMARY:

Staff will provide a brief update to City Council regarding Duke Energy's permit for coal ash leachate disposal at the City's Wastewater Treatment Plant.

BUDGET IMPACT: N/A

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

If no, describe how it will be funded.

PROJECT NUMBER: N/A

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

City Council Briefing of Permitting for Duke Energy Coal Ash Contact Water

City Council Briefing of Permitting for Duke Energy Coal Ash Contact Water

Duke Energy is in the process of constructing a landfill to hold the remaining coal ash from their old coal plant in Arden. The Metropolitan Sewerage District of Buncombe County (MSD) has agreed to take any contact water through a force main tied into the MSD system. However, the State of North Carolina has required Duke Energy to have a contingency plan in place in the event MSD is unable to take all of the contact water. They have asked the City of Hendersonville to permit Duke Energy to dispose of contact water at our Wastewater Treatment Plant (WWTP) for any excess leachate of the limit set by MSD (200,000 gallons per day). The amount Duke Energy anticipates to dispose of through a pump and haul process to our WWTP is slim to none; however this is a requirement from the North Carolina Department of Environmental Quality. Our Utilities Director, Operator in Responsible Charge (ORC) of the WWTP, the WWTP Lab Supervisor, and the Environmental Compliance Coordinator have all reviewed contaminate analysis of the contact water and do not foresee any issues with our WWTP being able to effectively treat the water while maintaining our day-to-day processes. The WWTP has agreed to provide treatment services for anything MSD is unable to take (i.e. excess of 200,000 gpd). Since this would be a pump and haul process, we will charge our standard septage treatment rate of \$60/1000 gallons. The duration of this contingency plan would be during the filling of the coal ash landfill, which is anticipated to be complete in one year's time. Duke has asked to issue a permit with Hendersonville, to be in affect from the present until August 2022. A 500,000 gallon purchase order has been created to serve as a backup for their primary disposal method.

MSD has issued Duke Energy a groundwater remediation permit set to expire in 2025. MSD has said they will accept up to 250,000 gpd, but anticipates actual flow will be much lower.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Lew Holloway, Community
Development Director

MEETING DATE: April 1, 2021

AGENDA SECTION: NEW BUSINESS

DEPARTMENT: Community
Development

TITLE OF ITEM: Special Event: Sneaky Scavenger Race – *Lew Holloway, Community
Development Director*

SUGGESTED MOTION(S):

I move that City Council resolve to approve the special event permit for the Sneaky Scavenger Race.

SUMMARY:

The Sneaky Scavenger Race is proposed to be held on Saturday, May 22, 2021 from 10am-2pm at Sullivan Park and on the Oklawaha Greenway. The event is organized by the Kiwanis Club of Hendersonville in conjunction with the Boys and Girls Club of Henderson County and will be a family friendly event where teams compete through a series of challenges including obstacle-based tasks, relays and more. The event will take place in heats with a maximum of 50 people per heat and an overall expected attendance of 200 people. COVID-19 mandates will be adhered to. The proceeds of the event will go towards the Kiwanis Club's Shoes and Socks program, which provides shoes and socks to Henderson County youths in need. The event organizers request EMS personnel as well as one police officer on site. The Special Events Committee unanimously voted to recommend approval of this event as presented.

BUDGET IMPACT: NA

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

If no, describe how it will be funded.

ATTACHMENTS:

Map

Challenge #1 - Sand Pit

Challenge #2 - Volleyball Net

Challenge #3 - Relay

Challenge #4 - Obstacle Course

Challenge #5 - TBD

Challenge #6 - Bowling

Challenge #7 - TBD

Challenge #8 - Balance & Horseshoes



APPROVED

Section 11, Item A.

By John Connet at 8:45 am, Mar 09, 2021

**Surplus items to be
sold or discarded**

MEMO

TO: John Connet, City Manager
FROM: Tom Wooten, Director of Public Works
DATE: 3/2/2021
RE: A Request for Declaration of Surplus Items

The following items are no longer in use by the City, and we are requesting that these items be declared surplus with the intent to sell them by internet auction or sell as scrap metal as described below:

17-10 2003 Chevrolet 3500 Pickup Truck (1 Ton) Dept. 60-7126 VIN # 1GBJC34U43E192139
Mileage-126,005, Estimated Value - \$3000 (transmission issues)

17-05 1995 Ford F350 Pickup Truck (1 Ton) Dept. 60-7136 VIN # 2FDKF37H6SCA42751
Mileage - 34,458 - Estimated Value - \$3000 (transmission issues)

80-12 Fink salt/sand spreader FM-8H S# 119 – Sell as scrap metal – rusted really bad, does not work!
Estimated Value - \$50

14-32 2000 Ford Explorer 4X4 SUV Dept. 10-4131 VIN # 1FMZU72E8YUB81555
Mileage – 77,246, Estimated Value - \$2000

14-27 1999 Ford Expedition 4X4 SUV Dept. 10-4131 VIN # 1FMPU18L2XLC20509
Mileage -124,000, Estimated Value - \$3000

17-20 2008 Ford F350 Pickup Truck (1 Ton) Dept. 60-7136 Vin # 1FDWF36R78EE57057
Mileage – 81,823, Estimated Value - \$4000 (engine needs work)

H-1 2010 Dodge Charger 4 door sedan Dept. 10-4310 VIN # 2B3AACT4AH161769
Mileage – 118,934, Estimated Value - \$6000

17-08 1991 Ford F350 Bucket Truck Dept. 60-7123 VIN # 1FDKF37H2MNA49497
Mileage – 71,541, Estimated Value - \$3000

14-15 1994 Ford F150 4X4 Pickup Truck (1/2 Ton) Dept. 60-7125 VIN # 1FTEX14NXRKB21553
Mileage – 109,291, Estimated Value - \$1200

17-19 2008 Ford F350 Utility Truck Dept. 60-7126 VIN # 1FDWF36R48EE17521

Mileage – 114,485, Estimated Value \$ 4000

17-18 2008 Ford F350 Super Duty Utility Truck Dept. 60-7136 VIN # 1FDWF37R98EC66108

Mileage – 106,004, Estimated Value \$1300 (does not run)

14-22 1998 Chevrolet Blazer 4x4 SUV Dept. 10-4120 VIN # 1GNDT13W2WK223109

Mileage – 79,123, Estimated Value \$2200

15-18 2009 Chevrolet Tahoe SUV Dept 10 4310 VIN 1GNEC03019R182171

Mileage - 123,794, Estimated Value - \$7000

82-06 2013 Woods Batwing Turf Mower Model # TBW180 Serial # 1250739. Estimated Value - \$8000

Loadsrite Ladder Rack – removed from a used van that we purchased. Estimated Value - \$100

Office Chairs and Table from Conference Room at City Hall Estimated Value - \$50

Bell & Gosset Pump Frame and Impeller Housing Estimated Value - \$100

Rear Seats from PD vehicles Estimated Value - \$100

Three Global File Cabinets and Two Wood Bookcases Estimated Value - \$50

Desks and Credenza (used furniture from City Hall) Estimated Value - \$50

One used Router. Estimated Value - \$25

One used table saw. Estimated Value - \$40

One used paint sprayer. Estimated Value \$40

One used range and microwave from Operation Center Assembly Room – Estimated Value \$200



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Angela Reece

**MEETING
DATE:**

April 1, 2021

**AGENDA
SECTION:**

BOARD/COMMISSION/COMMITTEE DEPARTMENT: ADMINISTRATION
APPOINTMENTS

TITLE OF ITEM: Board & Commission Appointments (Planning Board & Tree Board) – *Angela L. Reece, City Clerk*

SUGGESTED MOTION(S):

I move that City Council appoint _____ to fill an unexpired term on the Planning Board ending December 31, 2021.

I move that City Council appoint _____ to fill an unexpired term on the Tree Board ending December 31, 2022.

SUMMARY:

The Planning Board and Tree Board each have one vacancy. Staff have prepared applications for City Council review.

BUDGET IMPACT: \$0

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

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

ATTACHMENTS:

Memo