



CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792
Thursday, May 02, 2024 – 5:45 PM

AGENDA

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**
3. **PUBLIC COMMENT** - *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*
4. **CONSIDERATION OF AGENDA**
5. **CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*
 - A. Adoption of City Council Minutes - *Jill Murray, City Clerk*

April 4, 2024
 - B. Waste Reduction and Recycling Grant Project Ordinance and Reimbursement Resolution – *Jennifer Floyd, Budget and Management Analyst*
 - C. Street Closure: Resolution of Intent- Portion of Unnamed Street (The Housing Assistance Corporation) (C24-22-SCL) – *Tyler Morrow, Planner II*
 - D. French Broad River Intake Project Engineering Amendment 8 – *Brent Detwiler, Public Services Director*
 - E. NCDOT U-5783 US64 Blythe Street to White Pine Utility Agreement – *Adam Steurer, Utilities Director*
 - F. Sole Source Purchase of Bicarbonate- *Logan Hickey, Ricky Levi*
 - G. Sole Source and Standardization Purchase of Ortho Phosphate- *Logan Hickey, Ricky Levi*
 - H. Sole Source Purchase of Coagulant- *Logan Hickey, Ricky Levi*
 - I. May 2024 Budget Amendments – *Adam Murr, Budget Manager*
 - J. Utility Extension Agreement for the 1202 Greenville Highway Townhomes Subdivision – *Adela Gutierrez-Ramirez, Civil Engineer*
 - K. ARP Amendment to GPO #G2101– *Adam Murr, Budget Manager*

- L. Utility Extension Agreement for the Farmhouse at Tap Root Apartments – *Adela Gutierrez-Ramirez, Civil Engineer*
- M. Utility Extension Agreement for the Copart Fletcher Auto Auction – *Adela Gutierrez-Ramirez, Civil Engineer*
- N. Water and Sewer System Development Fees (SDFs) – *Adam Steurer, Utilities Director*
- O. Interlocal Agreement for Tax Collection – *Brian Pahle, Assistant City Manager*
- P. Approval of Sustainability & Energy Efficiency Policy - *Caitlyn Gendusa, Public Works Superintendent Sustainability Manager*

6. PRESENTATIONS

- A. Proclamation: Historic Preservation Month – *Historic Preservation Commission*
- B. NC3C Excellence in Communications Award – *Allison Justus, Communications Manager*
- C. Proclamation - Drinking Water Week, May 5th-11th, 2024 - *Barbara Volk, Mayor*
- D. Proclamation - Public Service Recognition Week - *Barbara Volk, Mayor*
- E. Quarterly MVP Recipients – *John Connet, City Manager*
- F. Recognition of Allison Justus – *Brian Pahle, Assistant City Manager*
- G. Recognition of Michael Huffman’s Certification as a Floodplain Manager – *Brendan Shanahan, City Engineer*

7. PUBLIC HEARINGS

- A. Rezoning: Conditional Zoning District – Osceola Inn Adaptive Reuse (P23-70-CZD) – *Matthew Manley, AICP – Strategic Projects Manager*
- B. Rezoning: Standard Rezoning – Hope Creek + Powell St (P24-17-RZO) – *Matthew Manley, Strategic Projects Manager*

8. UNFINISHED BUSINESS

9. NEW BUSINESS

- A. Approval of Sustainability Strategic Plan - *Caitlyn Gendusa, Public Works Superintendent Sustainability Manager*
- B. Approval of Environmental Sustainability Board's Sustainability Station - *Virginia Tegel, Environmental Sustainability Board Member*
- C. Resolution of Support for The Lofts at Chadwick – *John Connet, City Manager*

- D. Community Development Block Grant Update – *Angie Beeker, City Attorney*
- E. Resolution Authorizing City Manager to Execute Funding Agreement with Pisgah Legal for Homeless Services – *Angie Beeker, City Attorney*
- F. Approval of Resolution Authorizing City Manager and City Attorney to Execute a Purchase Contract for Scott Property on Grove Street – *Angie Beeker, City Attorney*
- G. Review of Public Comment Policy – *Angie Beeker, City Attorney and Allison Justus, Communications Manager*

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

- A. April 2024 Contingency and Adjustment Report – *John Connet, City Manager*
- B. Cash and Investment Report - *John Buchanan, Finance Director*

11. CITY COUNCIL COMMENTS

12. 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

April 4, 2024

REGULAR MEETING OF THE CITY COUNCIL

CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 5:45 p.m.

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

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

1. **CALL TO ORDER**

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

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

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

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

In Person:

Gina Baxter of Hebron Rd spoke about on behalf of the Environmental Sustainability Board regarding the tree ordinance. The ESB supports the efforts to revise the Tree Board, and we recognize the value of the Tree Board and remain concerned that the fee in lieu schedule does not adequately reflect the value of trees in the city's canopy. The ESB would like to suggest an incentive plan to replace lost tree canopy with native trees.

Steve Pettis of Lyndhurst Drive who is a Henderson County Extension agent as well as, a new Henderson City resident. I just learned about the tree ordinance today. I am advocate for tree protection and tree health, that's what I do and I just wanted to mention a few things that I hope you'll include in your ordinance.

- If you don't require tree plans from developers, assessing all of the trees on the property, then you don't know what you're starting with.
- Require them to replace a certain percentage of trees that were removed and then replace them with ones on an approved list.
- The City needs a community forester or City arborist.
- Do a complete inventory of trees that the City owns. These are trees that are within the City's right-of-way so that you know what you have and how to protect them.

Via Zoom:

Lynne Williams of Chadwick Avenue, spoke in favor of the tree ordinance with continued tree board oversight. Continue the requirement of a tree survey. We also need a stringent fee in lieu schedule that reflects the value of the trees. She added that the committee should approve the fee in lieu and the city needs a tree inventory.

Ken Fitch of Patton Street congratulated Barbara Hughes as the recent recipient of the House for Hospitality award. He also spoke in favor of the tree ordinance, and asked reconsideration of getting rid of the tree board. We are a tree city and bee city largely in part due to our tree board. In regards to the water and sewer System Development Fees, he questioned whether these housing projects would be able to apply for grant funding and other outside funding sources to enable such projects to move forward.

4. CONSIDERATION OF AGENDA

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

5. CONSENT AGENDA

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

A. Adoption of City Council Minutes – *Jill Murray, City Clerk*

March 7, 2024 Regular Meeting

March 14 & 15, 2024 Budget Meeting

March 27, 2024 Second Monthly Meeting

B. Henderson County Tax Adjustments – *Amanda Lofton, Deputy Tax Collector*

C. Division of Water Infrastructure Funding Offer Resolution of the Lower Mud Creek Restoration Project – *Michael Huffman, Stormwater Division Manager*

Resolution #R-24-13

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
ACCEPTING A GRANT FROM THE DIVISION OF WATER INFRASTRUCTURE
FOR THE PURPOSE OF IMPLEMENTING THE LOWER MUD CREEK FLOODPLAIN
RESTORATION**

WHEREAS, the City of Hendersonville, NC has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2022-74 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$1,891,236 to perform work detailed in the submitted application, and

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

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

1. That City of Hendersonville, NC does hereby accept the American Rescue Plan Grant offer of \$1,891,236.
2. That the City of Hendersonville, NC does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.
3. That John Connet, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of April, 2024.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

D. Purchase of Water and Sewer Operations Inventory – *Chad Freeman*

Resolution #R-24-14

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE
RATIFICATION OF INVENTORY PURCHASING FOR THE CITY'S WATER AND SEWER
OPERATIONS FOR THE CURRENT FISCAL YEAR**

WHEREAS, the City of Hendersonville Operations Department utilizes the following wide variety of inventory to ensure that the City continues to function effectively as inventory items become necessary (AMI products, Meters,

Transmitters, Sensus Items, Brass fittings, Clamps, Ductile pipe, Hydrants, Gate valves, Other inventory as needed); and,

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

WHEREAS, over the previous three fiscal years (FY21, FY22, FY23), between Repair/Maintenance and Capital accounts, the City has purchased an average of \$854,211.00 of inventory yearly; and,

WHEREAS, moving forward, we would like to combine all inventory purchases under the same category of approval and to ratify Fiscal Year 2023/2024 under a single approval for all applicable contracts and vendors; and,

WHEREAS, Specifically, we will utilize Omnia Partners contracts. Below are the three contracts and corresponding vendors. The approval is for the total amount towards these contracts and can be utilized as needed under each contract (Graybar Electric – Contract # EV2370, Ferguson Waterworks – Contracts # 02-104, Fortiline Waterworks – Contract # 02-76); and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that the City's Water and Sewer Operations Department is authorized to continue purchasing inventory items up to \$1,000,000.00, annually, including but not limited to FY 2023-24, under the contracts listed in this resolution to the vendors listed.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of April, 2024.

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

E. Utility Extension Agreement for the Standard at Wilmont Subdivision – Adela Gutierrez-Ramirez, Civil Engineer

Resolution #R-24-15

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH CREEKSTONE HOLDINGS HENDERSONVILLE, LLC., AND THE STANDARD AT WILMONT OWNER, LLC FOR THE STANDARD AT WILMONT

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

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

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

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

WHEREAS, Creekstone Holdings Hendersonville, LLC, and The Standard at Wilmont Owner, LLC, the “Developer” and “Owner”, have entered into a Utility Extension Agreement with the City to provide water and sewer services to The Standard at Wilmont.

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

1. The Utility Extension Agreement with Creekstone Holdings Hendersonville, LLC., and The Standard at Wilmont Owner, LLC, the “Developer” and “Owner” to provide water and sewer service to the Standard at Wilmont is approved and ratified, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of April, 2024.

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

F. April 2024 Budget Amendments – Adam Murr, Budget Manager

TO MAYOR & COUNCIL			FISCAL YEAR 2024		
APPROVAL: April 04, 2024			FORM: 04042024-01		
BUDGET AMENDMENT					
FUND 060 460					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
460-0000-470100-22012	Transfer In (from 459)	200,200	-	-	200,200
460-7055-519200-22012	Contracted Services	200,200	-	94,407	105,793
460-0000-598901-22012	Transfer Out (to 060)	-	94,407	-	94,407
FUND 460	TOTAL REVENUES	200,200	-	-	200,200
	TOTAL EXPENDITURES	200,200	94,407	94,407	200,200
060-0000-470100	Transfer In (from 460)	-	94,407	-	94,407
060-0000-534999	Contingency	85,225	-	12,000	73,225
060-7055-519200	Contracted Services	120,000	106,407	-	226,407
FUND 060	TOTAL REVENUES	200,200	12,000	-	212,200
	TOTAL EXPENDITURES	200,200	12,000	12,000	212,200
<p>An amendment transferring budgeted expenditures for the water distribution master plan from fund 460 to the water and sewer operating fund (060), and utilizing available contingency for the completion of the project in fiscal year 2023-2024.</p>					

The City Manager and City Clerk certify budget ordinance amendment 04042024-01 was approved by City Council on April 04, 2024.

TO MAYOR & COUNCIL			FISCAL YEAR 2024		
APPROVAL: April 04, 2024			FORM: 04042024-02		
BUDGET AMENDMENT					
FUND 459 460					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
459-0000-470090	Fund Balance Appropriated	406,000	25,000	-	431,000
459-0000-598901	Transfer Out (to 460, #19014)	406,000	25,000	-	431,000
FUND 459	TOTAL REVENUES	406,000	25,000	-	431,000
	TOTAL EXPENDITURES	406,000	25,000	-	431,000
460-0000-470010-19014	Debt Proceeds ('23 Rev. Bond)	636,000	-	-	636,000
460-0000-470100-19014	Transfer In (from 459)	406,000	25,000	-	431,000
460-7055-550103-19014	Capital Outlay CIP	1,042,000	25,000	-	1,067,000
FUND 460	TOTAL REVENUES	1,042,000	25,000	-	1,067,000
	TOTAL EXPENDITURES	1,042,000	25,000	-	1,067,000
<p>A budget amendment to increase the Church St. Sewer Project (#19014) for a total budget of \$1,067,000 using a \$25,000 transfer in from the Water & Sewer Capital Reserve Fund (459).</p>					

The City Manager and City Clerk certify budget ordinance amendment 04042024-02 was approved by City Council on April 04, 2024.

G. Economic Development Incentive Budget Amendment – Adam Murr, Budget Manager

TO MAYOR & COUNCIL			FISCAL YEAR 2024		
APPROVAL: April 04, 2024			FORM: 004042024-03		
BUDGET AMENDMENT					
FUND 010					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470900	Fund Balance Appropriated	3,370,640	175,905	-	3,546,545
010-1002-532105	Incentive Program	-	175,905	-	175,905
FUND 010	TOTAL REVENUES	-	175,905	-	3,546,545
	TOTAL EXPENDITURES	-	175,905	-	175,905
<p>A budget amendment appropriating fund balance for an economic development incentive payment due to a recently completed industrial development.</p>					

The City Manager and City Clerk certify budget ordinance amendment 004042024-03 was approved by City Council on April 04, 2024.

H. Approval to Declare and Sell Surplus – Logan Hickey, Procurement and Contract Administrator

Resolution #R-24-16

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO DECLARE THE FOLLOWING ITEMS AS INVENTORY AND TO AUTHORIZE THEM TO BE SOLD VIA INTERNET AUCTION

WHEREAS, The City of Hendersonville Public Works Department has determined that the following items are no longer in use by the city. Representing Public Works, the Finance Department is requesting that these items be declared surplus with the intent to sell them by internet auction; and,

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

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

WHEREAS, The items and their estimated fair market values include the following:

1. Four office desks from engineering dept. Approximate Value: \$50 each
2. Asset # 14-08: 2003 Dodge Durango AV: \$4000
3. Asset # 44-02: 1997 New Holland B95 Backhoe AV: \$10,000
4. Asset # 59-24: 1999 MPH IND. Trailer/Speed Radar AV: \$600
5. Asset # 59-16: 1991 Brewer Trailer AV: \$350
6. Asset # 40-17: 1992 John Deere F935 Mower AV: \$300
7. Asset # 16-08: 2000 Ford F250 ¾ Ton Pickup Truck AV: \$3500
8. Asset # 14-80: 2018 Ford F150 Crew Cab 4x4 Pickup AV: \$8000
9. Asset # 16-21: 2006 Chevrolet 2500 Service Body Truck AV: \$2500
10. Asset # 14-01: 2002 Ford F150 ½ Ton 4x4 Pickup AV: \$2000
11. Asset # 22-02: 2005 Freightliner Knuckle boom Truck AV: \$40,000

; and,

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of April, 2024.

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

I. Acceptance of Real Property and Approval of Agreements – Angela S. Beeker, City Attorney

Resolution #R-24-17

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT REAL PROPERTY AND APPROVE AGREEMENTS

WHEREAS, the City Council approved a conditional zoning (O-23-21, P22-54-CZD) of that property now owned by Lakewood Hendersonville, LLC, (formerly owned by Group Ventures, Inc.) the property being shown as Subject Parcels 1-3 on that plat recorded in Plat Book 2024 at Page 15475 of the Hendersonville Registry, zoning it from I-1 Industrial to UR-CZD, Urban Residential Conditional Zoning District; and;

WHEREAS, as a condition of O-23-21, the property owner is required to donate Subject Parcel 1 shown on that plat recorded in Plat Book 2024 at Page 15475 to either the City of Hendersonville or a nonprofit corporation; and

WHEREAS, Lakewood has agreed to donate said Subject Parcel 1 to the City pursuant to the terms of a Development Agreement, attached hereto as Exhibit 1 (the "Development Agreement"); and

WHEREAS, the Development Agreement provides that in addition to the donation of Subject Parcel 1, Lakewood will pay to the City the sum of \$50,000 in exchange for the City's allowing Lakewood to encroach into a streambank maintenance easement running along Allen Branch as shown on that plat recorded in Plat Book 2018 at page 11458 of the Henderson County Registry, the streambank encroachment to be granted pursuant to the Streambank Encroachment Agreement, attached hereto as Exhibit 2 (the "Streambank Encroachment Agreement"); and

WHEREAS, the City is planning a greenway on Subject Parcel 1, and the Development Agreement provides that the City will use the \$50,000 to plant 140 trees on Subject Parcel 1 in locations that in the City's discretion will best benefit the greenway;

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

4. The Development Agreement and the Streambank Encroachment Agreement are hereby approved as presented.
5. The City's acceptance of title to Subject Parcel 1 is approved.
6. The City Manager is authorized to sign the Development Agreement and the Streambank Encroachment Agreement with such changes as he may deem appropriate, after consultation with the City Attorney.

- 7. The City Manager, City Attorney, and City Staff are authorized to take such other actions as may be necessary to carry out the terms and provisions of the Development Agreement and the Streambank Encroachment Agreement as signed by the City Manager.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of April, 2024.

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

6. PRESENTATIONS

A. True Ridge Latinx – Melisa Escobar, Executive Director

Melisa Escobar gave the following brief PowerPoint presentation giving an update on what has been going on and what they have been going through for the last few years. Family Immigration Program Director & Immigration Attorney at True Ridge, Christina Holtgreven also spoke about volunteering her time to help.



Comunidad-Cultura-Conección
COMMUNITY-CULTURE-CONNECTION

Our Founders



Edward McCammon



Lori Garcia-McCammon

We are located at First United Methodist Church(FUMC)



Our Mission

We advocate on behalf of the Latino community and on behalf of other groups by providing a safe, kind, and supportive space towards self-sufficiency, resilience, healing and well-being. We educate and encourage those who remain silent in the face of injustice to speak up and be heard by providing culturally appropriate services.



Areas of Service

Advocacy:

- ❖ Protective orders
- ❖ Documentation
- ❖ Court accompaniment
- ❖ Interpretation and translations
- ❖ Case management for cases of domestic violence
- ❖ Abuse and other crimes



USDA: Farm and Food worker relieve Program (FFWR)

This is a program from the U.S. Department of Agriculture through which we can provide a one time \$600 relief payments to eligible farm and food workers who incurred expenses preparing for, preventing exposure to, and responding to the COVID-19 pandemic. Agricultural and meatpacking workers, as well as select grocery workers, may receive one relief payment.



Education:

La Promesa Program:

- ❖ Information and referrals to education resources
- ❖ RDS, and FAFSA applications and appeals
- ❖ Financial aid guidance
- ❖ College applications and Scholarships
- ❖ Support during the first year of college
- ❖ 165 students are part of this program.



Health:

- ❖ Referrals to health services and transportation
- ❖ Implement strategies to increase access to vaccines
- ❖ Outreach and education efforts
- ❖ Coordinating local efforts for events in trusted and accessible locations
- ❖ Help our community to schedule vaccine appointments
- ❖ Provide onsite interpretation



Immigration:

- Family Immigration Program started January of 2023
- Funded this year by private donors, Fernandez Pave the Way Foundation and Duke Energy
- Staff 1 immigration attorney, bilingual paralegal and 1 bilingual intake coordinator
- Serve clients who don't qualify for Pisgah Legal but can't afford a private immigration attorney
- Walk-in consultations on Wednesday for \$35 and low bono legal fees

Immigration Myths

Myth 1: It is easy to immigrate here, they should apply for a green card or citizenship.

Fact: It not easy. It's very difficult to immigrate legally to the United States. Immigration law is second only to the income tax code in legal complexity.

Myth 2: Undocumented people don't pay taxes.

Fact: Undocumented people pay \$11.64 billion in state and local taxes a year (break down \$6.9 billion in sales and excise taxes, \$3.6 billion in property taxes, and just under \$1.1 billion in personal income taxes.) Source The Institute on Taxation & Economic Policy



Resources

TV: Immigration Nation on Netflix documentary limited series

Books: *Refugee* by Alan Gratz, *In the Country we Love* by Diane Guerrero, *The Undocumented Americans* by Karla Cornejo Villavicencio, *Solito* by Javier Zamora

Websites:

- Immigrant Legal Resource Center, <https://www.ilrc.org/>
- Catholic Legal Immigration Network, <https://cliniclegal.org/>
- National Immigration Law Center, <https://www.nilc.org/>

Challenges

- **Sustainability:** How do we advance our mission with limited funding, Nonstable budgeting.
- **Reporting:** there is so much pressure to show results and social impact
- **Increase** in the need of **services** (economic hardships)
- **Employees:** Our people drive the mission. How do we offer living wages and retain our talent?
- **Burnout** is real, we were may hats.




“Non-Profits serve as the great equalizer, when individuals come together to amplified the voice of those who truly have no voice”

Thank you !!!

B. NCLTAP Roads Scholar Awards – Tom Wooten, Public Works Director

Tom Wooten presented Public Work’s Traffic Supervisor Brent Pope (not in attendance) and Public Work’s Superintendent Brandon Mundy certificates for completing the North Carolina Local Technical Assistance Program’s Advanced Roads Scholar Program. This second level certification requires completion of the Roads Scholar Program plus 8 additional training classes

and completion of a technical review paper. By completing this program, they have earned this professional distinction for themselves and the City of Hendersonville.

C. ESB Sustainability Hero Award – Mary Ellen Custin, ESB Board

Mary Ellen Custin presented the 2nd Annual Environmental Sustainability Hero Award to Public Work’s Superintendent Brandon Mundy.

D. Special Presentation from Congressman Chuck Edwards – Tommy Laughter, District

Tommy Laughter, District Representative for Congressman Chuck Edwards, presented an award to Chief Blair Myhand to recognize what he does for the City of Hendersonville, State of North Carolina and for law enforcement as a whole. He presented him with a plaque and a flag that has been flown over the Capitol.

7. PUBLIC HEARINGS

A. Rezoning: Conditional Zoning District – The Lofts at Chadwick (P24-04-CZD) – Tyler Morrow, Planner II

Tyler Morrow explained that the City of Hendersonville is in receipt of an application for a Conditional Rezoning from Stephen Drake of Broadcast Construction & Development Inc., applicant and Brett Barry of Gordon Dooley Holdings LLC., property owner. The applicant is requesting to rezone the subject property, PIN 9568-92-1924 and located at 904 Greenville Highway, from GHMU-CZD, Greenville Highway Mixed Use Conditional Zoning District to GHMU-CZD, Greenville Highway Mixed Use Conditional Zoning District for the construction of 60 low income housing tax credit senior multi-family units on approximately 2.25 acres. This equates to a density of 26.67 units per acre. The proposal includes the construction of 1 L-shaped multi-family structure with a proposed footprint of 24,500 square feet and a gross floor area of 73,500 square feet. Additionally, the development proposes 70 parking spaces. The proposed site is outside of the floodplain and floodway. According to the latest USGS 7.5 minute quad maps, there is a blueline stream along the northeastern property boundary.

The Lofts at Chadwick

(P24-04-CZD)

Conditional Rezoning

City of Hendersonville City Council

April 4th, 2024

Community Development | Planning Division

Tyler Morrow | Planner



Location:

- + 9568-92-1924
- + 904 Greenville Highway

Applicant/Owner:

- + Stephen Drake of Broadcraft Construction & Development Inc. (Applicant)
- + Brett Barry of Gordon Dooley Holdings LLC. (Property Owner)

Existing Zoning: GHMU-CZD

Proposed Zoning: GHMU-CZD

Acres: 2.25 Acres

Proposed Use: Residential, Multi-Family

Project Details:

- + 60 Low Income Housing Tax Credit Senior Multi Family Residential Units

Future Land Use Designation:

- + High Intensity Neighborhood

Project Background

+ Prior Rezoning

- + **Previous Zoning:** GHMU
- + **Approved Zoning:** GHMU-CZD
- + **Date:** March 3, 2022 (Active Entitlements)
- + **Uses:** Multi-Family
- + **Gross Building Square Footage:** 117,600 Square Feet
- + **Project Details:**
 - + 3 Buildings (9,800 square foot footprints)
 - + 70 Units
 - + Height:
 - + 3 and 4 story split.
 - + 42' max height.
 - + 91 spaces proposed.

Rezoning History

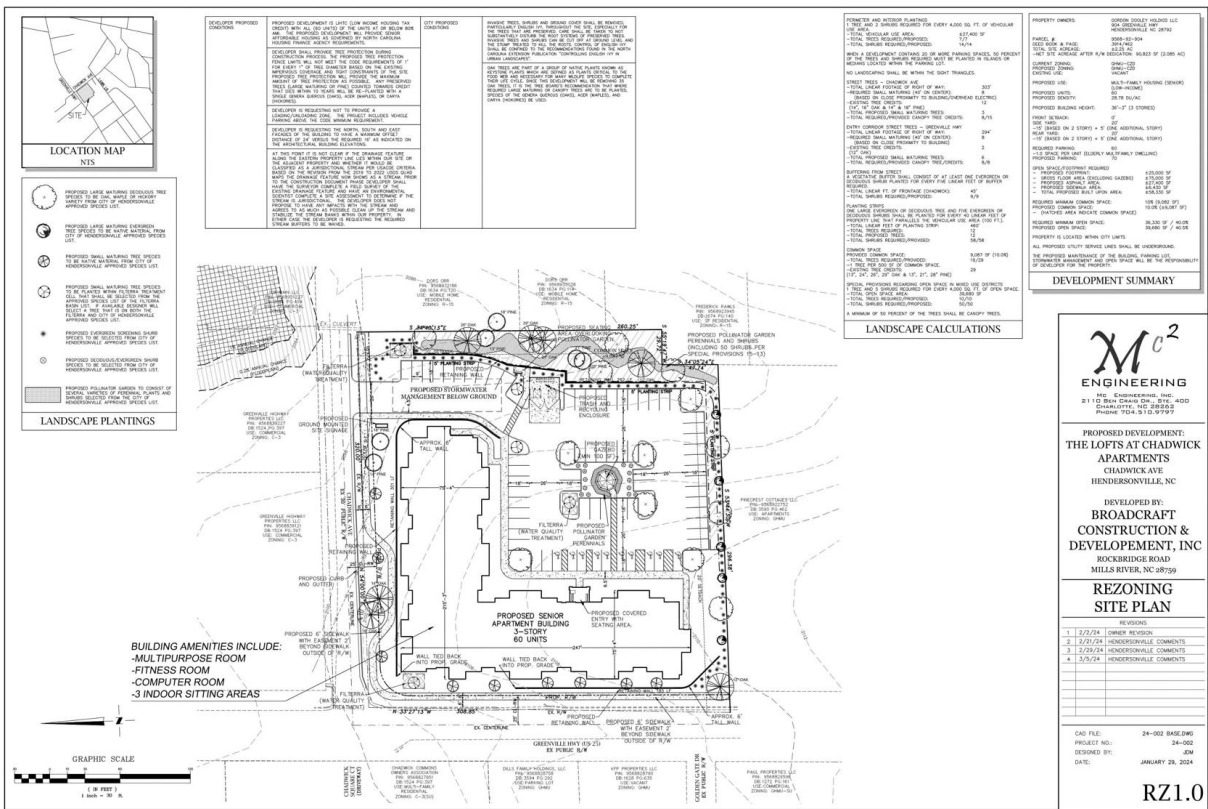


Previous Conditions (3-3-2022)

1. Driveway location shall be shifted as far from the intersection of Chadwick Ave and Greenville Highway as possible.
2. ROW shall be dedicated along Chadwick Ave to include all areas from the back of the proposed sidewalk to the existing ROW/property boundary. At a minimum, the ROW dedication will provide an additional 7.5' measured from the Centerline of Chadwick Ave. Final details of width needed will be coordinated with Traffic Consultant and Public Works Director. The provision of ROW to the City will not reduce the Open Space accounted towards the proposed development.
3. Open greenspace shall be used and preserved around parking areas for green infrastructure: bioswales, bioretention areas, and rain gardens to the degree feasible.
4. The existing natural drainage way along the eastern boundary of the parcel must be preserved at a minimum but should be improved.
5. Trees along the edge of the parking lots and the drainage way along eastern boundary shall be protected in compliance with Article XV, Section 15-4 (C) of the Zoning Ordinance.
6. Additional hardscaping elements to be installed at intersection of Chadwick Ave and Greenville Hwy to demonstrate compliance with Section 18-6-4.5 which states, "On corner lots, the applicant is encouraged to provide a building entry, additional building mass, and distinctive architectural elements at corner of buildings."



Site Photos



BUILDING MATERIALS

- 1. 30 YEAR METAL ROOFING SYSTEM WITH METAL Drip EDGE (TYP)
- 2. ALUMINUM BUTTERFLY & DOWNSPOUT GUTTERS
- 3. DECORATIVE GABLE VENTS & BRACKETS (WHITE)
- 4. SIDING WITH STAINLESS STEEL METAL ROOF & BRACKETS (WHITE)
- 5. FIBER CEMENT LIP SINGLES (TYP)
- 6. ACCENT FIBER CEMENT SHAVE SIDING
- 7. PORCHES & BALCONIES WITH ACCENT FIBER CEMENT PANELING & BATTENS AND METAL RAILINGS (WHITE)
- 8. VINYL WINDOWS
- 9. FIBER CEMENT WINDOW & DOOR TRIM (WHITE)
- 10. BRICK VENEER w/ CONTIGUOUS BRICKWORK SILL
- 11. FIBER CEMENT CLAD COLUMNS w/ BRICK BASE

NOT SHOWN

- MECHANICAL UNITS ON GROUND WITH LANDSCAPE SCREENING
- BUILDING SIGNAGE MOUNTED SIGN WITH SHINE-BLACKED PVC & BRICK
- LIGHTING TO BE TO CITY OF HENDERSONVILLE STANDARDS WITH PLAN SUBMITTED AT LATER DATE FOR APPROVAL

REZONING TO ONE CORP. LOT

5-22.1.15 ARCHITECTURAL DETAILS PROVIDED PRIMPUR 3 REQUIRED PER FACADES:

- EAVES PRIMPUR 3/4"
- OFF-SETS IN BUILDING FACE & ROOF
- WINDOW TRIM 1/4" WIDE NOMINAL
- BALCONIES
- DECORATIVE PATTERNS SHINGLE SIDING AWAYING W/ BRACKETS
- BRICK PENINSULA SIDING PRIMPUR 3/4" REQUIRED PER FACADES
- EAVE ELEVATION FINISHING - 200
- NORTH ELEVATION (CHADWICK AVE) - 200
- SOUTH ELEVATION - 100
- WEST ELEVATION (GREENVILLE HWY) - 200

5-22.1.1.7 WINDOWS

- ALL WINDOWS, DOORS, AND CORNERS TO BE FINISHED WITH PRIMPUR 1/4" WIDE TRIM, NOMINAL
- 5-22.1.1.8 GROUND FLOOR FINISHES: FINISHES (OR UNFINISH) A BORDERS/W/IN 2" OF SIDEWALKS
- 5-22.1.1.9 FINISHES: FINISHES
- 5-22.1.1.10 FINISHES: FINISHES
- CORNER OF BUILDING IS DISTINCTIVE, WITH WINDOWS, DOORS, EAVES & BALCONIES AND A SEPARATE ROOF



Proposed Conditions (Developer Agreed)

Developer Proposed Conditions :

1. Tree Protection

1. Developer shall provide tree protection during construction process. The proposed tree protection fence limits will not meet the code requirements of 1' for every 1" of tree diameter based on the existing impervious coverage and tight constraints of the site. Proposed tree protection will provide the maximum amount of tree protection as possible. Any preserved trees (large maturing or pine) counted towards credit that dies within 10 years will be re-planted with a single *Quercus* (Oaks), *Acer* (Maples), or *Carya* (Hickories). **Counter to a Tree Board recommended condition.**

2. Loading and Unloading

1. Developer is requesting not to provide a loading/unloading zone. The project includes vehicle parking above the code minimum requirement.

3. Stream Buffer Requirements

1. At this point it is not clear if the drainage feature along the eastern property line lies within our site or the adjacent property and whether it would be classified as a jurisdictional stream per the ASAAOE criteria. Based on the revision from the 2019 to the 2022 USGS quad maps the drainage feature now shows as a stream. Prior to the construction document phase developer shall have the surveyor complete a field survey of the existing drainage feature and have an environmental scientist complete a site assessment to determine if the stream is jurisdictional. The developer does not proposed to have any impacts with the stream and agrees to as much as possible clean up the stream and stabilize the stream banks within our property. In either case the developer is requesting the required stream buffers to be waived. **Counter to parts of a Tree Board recommended condition and zoning ordinance requirement.**

Proposed Conditions (Developer Agreed)

Developer Proposed Conditions :

1. Façade

1. The developer is requesting the north, south and east facades of the building to have a maximum offset distance of 24 versus the required 16' as indicated on the architectural building elevations.

2. Low-income Housing Tax Credits

1. Proposed development is LIHTC (Low Income Housing Tax Credit) with all (60 units) of the units at or below 80% AMI. The proposed development will provide senior affordable housing as governed by North Carolina Housing Finance Agency requirements.

Proposed Conditions (Developer Agreed)

City Proposed Conditions :

1. **Tree Board:** Invasive trees, shrubs and ground cover shall be removed, particularly English Ivy, throughout the site, especially for the trees that are preserved. Care shall be taken to not substantively disturb the root systems of preserved trees. Invasive trees and shrubs can be cut off at ground level and the stump treated to kill the roots. Control of English Ivy shall be confined to the recommendations found in the North Carolina Extension publication "Controlling English Ivy in Urban Landscapes".
2. **Tree Board:** Oak trees are part of a group of native plants known as Keystone Plants which are defined as plants critical to the food web and necessary for many wildlife species to complete their life cycle. Since this development will be removing 35 oak trees, it is the Tree Board's recommendation that where required large maturing or canopy trees are to be planted, species of the genera *Quercus* (oaks), *Acer* (maples), and *Carya* (hickories) be used.

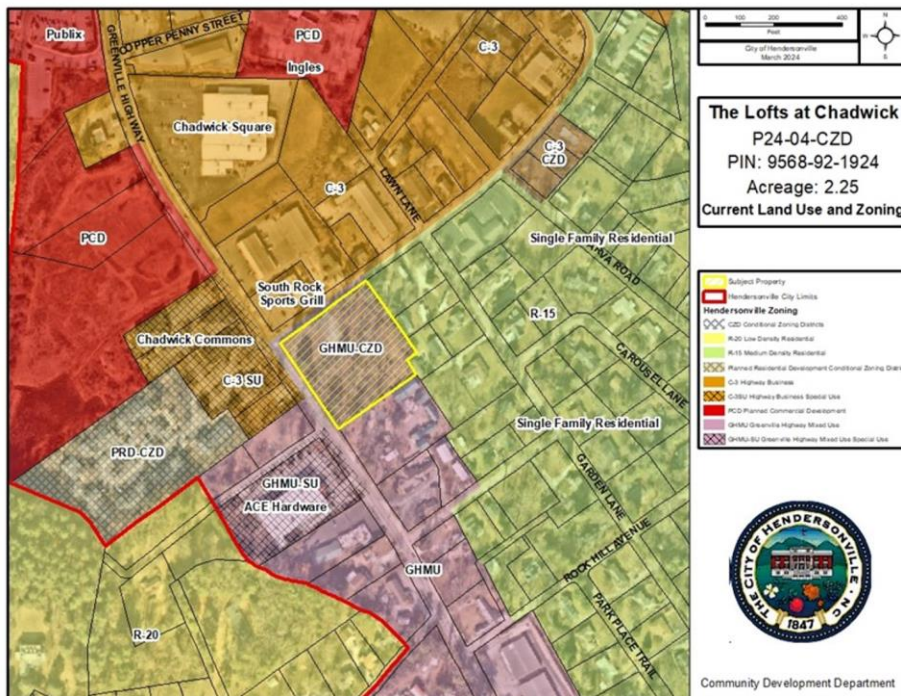
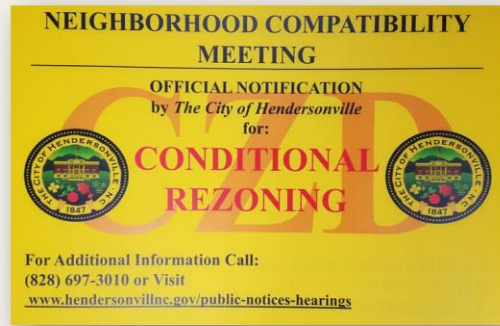
Proposed Conditions (Developer Not Agreed)

City Proposed Conditions :

1. **Tree Board:** All preserved trees shall be protected from grading and construction activities as prescribed in the zoning code Section 15-4 regardless of use as tree credits.
2. **Tree Board:** Since a stream buffer is required on the east side of this site, the Tree Board recommends that the waterway along the east side of the site be naturally restored using native plants to reduce erosion, provide additional wildlife habitat, and incorporate the necessary buffer yard planting materials within the boundaries of the subject property. The area to be restored and planted shall be a minimum of 30 feet wide. A restoration plan must be approved by the planning staff and the Tree Board requests the opportunity to review the plan. Restoration guidelines contained in the following publications shall be followed: *Small-scale Solutions to Eroding Stream Banks* (published by the NC Cooperative Extension) and *Stream Restoration: A Natural Channel Design Handbook* (published by the NC Stream Restoration Institute)

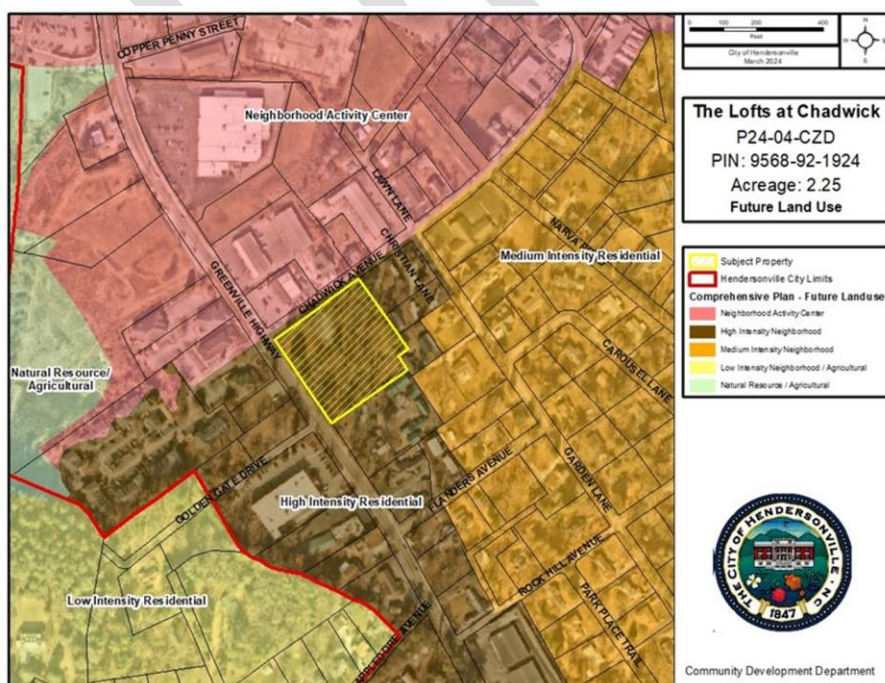
Neighborhood Compatibility Meeting

- + **Dates:** February 1st, 2024
- + **Attendees:**
 - + In-person - 16 residents
 - + Online - 5 residents
- + **Topics Discussed:**
 - + Consideration of impacts from increased traffic
 - + Flooding impacts
 - + Adding impervious surfaces.
 - + Entrance location in relation to the intersection of Chadwick Ave. and Greenville Highway.
 - + Additional Parking needs.



Current Land Use & Zoning

- + GHMU-CZD
- + C-3
- + C-3 SU
- + GHMU
- + GHMU-SU
- + PRD-CZD
- + R-15
- + R-20



Future Land Use

- + High Intensity Neighborhood
- + Neighborhood Activity Center
- + Natural Resource / Agricultural
- + Medium Intensity Residential
- + Low Intensity Residential

General Rezoning Standards: 1) Comprehensive Plan Consistency	Future Land Use	<p>Goal LU-7. High-Intensity Neighborhood: Create 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</p>
	Land Use & Development	<p>The Land Use and Development element analyzes existing development patterns and recommends land uses and development standards for future growth and redevelopment in all areas of the City and Extra-Territorial Jurisdiction (ETJ). This element also recommends areas for future expansion of the ETJ. <u>The framework for land use policies and decision making in this element reflects the vision statements, principles and strategies of all elements of the 2030 Comprehensive Plan.</u></p>

General Rezoning Standards: 1) Comprehensive Plan Consistency	Population & Housing	<p>The Population & Housing element of the 2030 Comprehensive Plan identifies and analyzes existing and forecasted housing needs in Hendersonville. This chapter of the plan is concerned with identifying standards and programs for the elimination of substandard dwelling conditions, the improvement of housing quality, variety and affordability, and with the provision of adequate sites for housing.</p>
	Natural & Environmental Resources	<p>The Natural and Environmental Resources element of the 2030 Comprehensive Plan creates a framework for the preservation of sensitive natural areas, working lands and ecological systems in concert with future development. Preserving these features will help to sustain air and water resources and contribute to the health and quality of life of Hendersonville residents. Additionally, the concepts presented in the chapter are intended to facilitate the preservation of the natural character that defines Hendersonville's identity.</p>

General Rezoning Standards: 1) Comprehensive Plan Consistency	Cultural & Historic Resources	<p>The Cultural and Historic Resources element of the 2030 Comprehensive Plan provides an inventory of Hendersonville's existing cultural and historic resources and opportunities and recommends strategies to preserve and supplement these resources. Historic districts and landmarks connect residents to Hendersonville's past and contribute to the community's uniqueness. Maintaining and building upon these resources as the community grows will help to create an enduring identity and sense of place in Hendersonville.</p>
	Community Facilities	<p>The Community Facilities element of the 2030 Comprehensive Plan provides and analysis of Hendersonville's existing public facilities and services such as schools, parks and public safety, and identifies community needs in each area. This element provides a vision to efficiently use public facilities, meet long term public safety needs and provide residents with ample park and recreation amenities and opportunities.</p>
	Water Resources	<p>The Water Resources element of the 2030 Comprehensive Plan provides policies to maintain and improve the quality of water, stormwater and wastewater facilities in a sustainable, efficient manner as the community grows.</p>
	Transportation & Circulation	<p>The Transportation and Circulation element of the 2030 Comprehensive Plan classifies and analyzes performance of existing roadways, bicycle routes and other modes of transportation, while providing direction for future improvements in all modes of travel. Analysis and recommendations reflect coordination the Land Use and Development element of the 2030 Comprehensive Plan, ensuring that transportation and land use decisions are not made in isolation.</p>

General Rezoning Standards	2) Compatibility	<p>Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.</p> <ul style="list-style-type: none"> The subject property is currently a vacant and previously developed site. The proposed development site is located in a commercial corridor near the US and State route intersection of Spartanburg Highway (US 176) and Greenville Highway (NC225). The subject property is also in the general proximity of downtown. The design guidelines of the GHMU Zoning District, further ensures that a development of this scale is compatible with the surrounding area and corridor.
	3) Changed Conditions	<p>Whether and the extent to which there are changed conditions, trends or facts that require an amendment.</p> <ul style="list-style-type: none"> The southern end of Hendersonville has continued to develop as a key commercial node for the City with a wide range of groceries, restaurants, pharmacies, retail shops, services, and high density residential.

General Rezoning Standards	4) Public Interest	<p>Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.</p>
		<ul style="list-style-type: none"> Based on the 2021 Bowen Housing Needs Assessment for Western North Carolina, Henderson County has an estimated rental housing gap of 1,650 to 2,008 Units for incomes between <50%-120% AMI. This represents one of the largest gaps in the WNC region. Over the last 4 years, the City of Hendersonville has approved 1,915 rental units (218 of the units are inactive "been dormant for more than 6 months"). If this project is approved, Hendersonville's recently approved rental units would total 1,975. However, of the 1,915 units approved over the last 4 years, only 103 of the units have been affordable units for residents making 30% to 80% AMI. It should also be noted that the Housing Needs Assessment Study does not account for the housing gap for incomes below 50% AMI. An additional gap, beyond that reflected in the "1,650 to 2,008-unit gap", exists for those income levels lower than 50% AMI.

General Rezoning Standards	5) Public Facilities	<p>Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.</p>
		<ul style="list-style-type: none"> This development would be considered an infill development. It would utilize existing roadways and infrastructure. Water and sewer infrastructure are already present in Greenville Highway and Chadwick Ave. The site is already served by Hendersonville police and fire

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">General Rezoning Standards</p>	<p>6) Effect on Natural Environment</p>	<p>Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife.</p>
		<ul style="list-style-type: none"> • Blueline Stream: The most recent USGS seven-and-one-half minute quadrangle topographic maps covering the City of Hendersonville shows that this property has a blueline stream along the northeastern property boundary. The site plan does not currently show the required 30' stream buffer and 20' transitional area. The developer proposed a condition that states "...Based on the revision from the 2019 to the 2022 USGS quad maps the drainage feature now shows as a stream. Prior to the construction document phase developer shall have the surveyor complete a field survey of the existing drainage feature and have an environmental scientist complete a site assessment to determine if the stream is jurisdictional. The developer does not proposed to have any impacts with the stream and agrees to as much as possible clean up the stream and stabilize the stream banks within our property. In either case the developer is requesting the required stream buffers to be waived." • Mature Trees: There are a total of 60 trees that are 12" or greater DBH on the site. 12 of the existing trees are proposed to be preserved while 48 trees are slated for removal. The developer proposed the following condition "Developer shall provide tree protection during construction process. The proposed tree protection fence limits will not meet the code requirements of 1' for every 1" of tree diameter based on the existing impervious coverage and tight constraints of the site. Proposed tree protection will provide the maximum amount of tree protection as possible. Any preserved trees (large maturing or pine) counted towards credit that dies within 10 years will be re-planted with a single Genera Quercus (Oaks), Acer (Maples), or Carya (Hickories)." This condition was a counter to a Tree Board recommended condition. • Floodplain: The subject site is completely outside of the special flood hazard areas. However, the site is approximately 31' from the 500 year floodplain boundary and approximately 53' from the 100 year floodplain boundary.

Planning Board Recommendation

The City of Hendersonville Planning Board made a motion recommending ***denial***, finding the petition to be consistent with the comprehensive plan but ***not*** finding it to be reasonable and in the public interest based on the information from the staff analysis and the public comments presented at their meeting on March 14th, 2024.

The Motion carried 4 to 2.

Planning Board: Comprehensive Plan Consistency Statement

The petition is found to be **consistent** with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition aligns with the City's 2030 Comprehensive Plan's Goals because it encourages infill development in an area planned for high-intensity development, as indicated by its "Priority Infill Area" designation and because multi-family residential of 8 or more units per acre is a primary recommended land use for the High Intensity Neighborhood Designation.

Planning Board: Planning Board Reasonableness Statement

We do **not** find this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

[Rationale for Denial]

1. The proposed development proposes to remove 48 mature trees from the site while only maintaining 12 mature trees.
2. The project is not providing all required stream buffer and transitional area protections measures for a blueline stream identified in the most recent USGS seven-and-one-half minute quadrangle topographic maps

DRAFT: Planning Board Reasonableness Statement

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

[Rationale for Approval]

1. The petition proposes to provide additional affordable housing to offset the large affordable local rental demand.
2. The petition proposes to provide affordable housing on a long vacant and underutilized piece of property near commercial corridors and is within walking distance to downtown.
3. The proposed project would be a reduction in permitted by right intensity for the subject property by going from a 70 unit, 3-4 story spilt market rate multi-family development to a 60 unit, 3 story affordable senior housing multi-family development.
4. The proposed development is the only LIHTC (Low Income Housing Tax Credit) project going through the tax credit process in the City of Hendersonville this cycle. If the project is approved and receives tax credits; the development would provide senior affordable housing as governed by North Carolina Housing Finance Agency requirements.





TightLines Designs
 Creating Great Places to Live

THE LOFTS AT CHADWICK
 Hendersonville, NC
 FIRST FLOOR PLAN | A1.1

Noticing

+ Planning Board Sign:

- + Posted February 23, 2024
- + 20 days prior to the meeting.
- + The city shall prominently post a notice of the public hearing not less than ten nor more than 25 days prior to the date of the hearing. (Planning Board is not a "Public Hearing", City Council is). However, Staff uses the same timeline for both to remain consistent.

+ Planning Board Packet:

- + Sent to Planning Board- Thu 3/7/2024 2:51 PM
- + Was "live" on the City's website on Thu 3/7/2024 2:48 PM



Noticing

+ City Council Sign:

- + Posted March 22, 2024
- + 14 days prior to the meeting.
- + The city shall prominently post a notice of the public hearing not less than ten nor more than 25 days prior to the date of the hearing.



Traffic Impact Analysis

Traffic Impact Analysis	Approved Plan	Proposed Plan
Daily Trips	380 Trips/Day	209 trips/day
AM Peak	26	8
Pm Peak	33	11

Site Features Comparison

Site Features	Approved Plan	Proposed Plan
Use	Market Rate Multi-Family	Senior (55+ Low Income)
Rent	100% Market Rate	Max 80% AMI
R/W Dedication Greenville Hwy	0'	25'
R/W Dedication Chadwck	7.5'	25'
Building Gross Floor	117,600 SF	71,842 SF
Unit Count	70	60
Stream Buffer	0'	0'
Building Height	42'	36'-3"

The public hearing was opened at 6:51 p.m.

Sandy Williams of Chadwick Avenue is against the development by making traffic even worse than it already is.

Joseph Williams of Chadwick Avenue is against the development for the same reason his wife is.

Ken Fitch spoke via electronic Zoom and is against the development at this location.

Lynne Williams is against the development for numerous and various reasons and would be for it at another location.

The public hearing was closed at 7:16 p.m.

Council Member Jennifer Hensley moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN: 9568-92-1924) from GHMU-CZD, Greenville Highway Mixed Use Conditional Zoning District to GHMU-CZD, Greenville Highway Mixed Use Conditional Zoning District, for the construction of 60 low income housing tax credit senior multi-family units based on the master site plan and list of conditions submitted by and agreed to by the applicant [revision dated 3-5-24] and presented at this meeting and subject to the following:

1. The development shall be consistent with the site plan, including the list of applicable conditions contained therein, and the following permitted uses

Permitted Uses:

1. Residential Dwellings, Multi-Family

2. Permitted uses and applicable conditions presented on the site plan shall be amended to include:

- I. The developer is required to use pervious materials to construct the 10 parking spaces along the driveway entrance stem, due to their proximity to the blueline stream along the northeastern property boundary.**
- II. The developer proposed condition listed on the site plan requesting the elimination of a loading and unloading space is denied and shall be stricken from the development plan. The developer shall reserve two parking spaces within the site for loading and unloading activities.**

3. The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because:

The petition aligns with the City's 2030 Comprehensive Plan's Goals because it encourages infill development in an area planned for high-intensity development, as indicated by its "Priority Infill Area" designation and because multi-family residential of 8 or more units per acre is a primary recommended land use for the High Intensity Neighborhood Designation.

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

- 1. The petition proposes to provide additional affordable housing to offset the large affordable local rental demand.**
- 2. The petition proposes to provide affordable housing on a long vacant and underutilized piece of property near commercial corridors and is within walking distance to downtown.**
- 3. The proposed project would be a reduction in permitted by right intensity for the subject property by going from a 70 unit, 3-4 story spilt market rate multi-family development to a 60 unit, 3 story affordable senior housing multi-family development.**
- 4. The proposed development is the only LIHTC (Low Income Housing Tax Credit) project going through the tax credit process in the City of Hendersonville this cycle. If the project is approved and receives tax credits; the development would provide senior affordable housing as governed by North Carolina Housing Finance Agency requirements.**

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-24-09

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR THE PARCEL POSSESSING PIN NUMBER: 9568-92-1924 BY CHANGING THE ZONING DESIGNATION FROM GHMU-CZD, GREENVILLE HIGHWAY MIXED USE CONDITIONAL ZONING DISTRICT TO GHMU-CZD, GREENVILLE HIGHWAY MIXED USE CONDITIONAL ZONING DISTRICT

IN RE: Parcel Number: 9568-92-1924
Address: 904 Greenville Highway

The Lofts at Chadwick: (File # P24-04-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant, Stephen Drake (President), of Broadcraft Construction & Development Inc. and property owner, Brett Barry (Manager) of Gordon Dooley Holdings LLC., for the construction of 60 low income housing tax credit senior multi-family units on approximately 2.25 acres, and

WHEREAS, the Planning Board took up this application at its regular meeting on March 14th, 2024; voting 4-2 to not recommend City Council approve an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on April 4th, 2024, 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: 9568-92-1924, changing the zoning designation from GHMU-**

CZD, Greenville Highway Mixed Use Conditional Zoning District to GHMU-CZD, Greenville Highway Mixed Use Conditional Zoning District.

2. Development of the parcel pursuant to this Ordinance is subject to the following.
 - a. Development shall comply with the master site plan submitted by the applicant revision dated March 5th, 2024, including the conditions listed therein, and including modifications and additional conditions approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant's execution of this Ordinance.
 - b. Permitted uses shall include:
 - i. Residential, Multi-Family
 - c. Additions and modifications to conditions approved by City Council at their April 4th meeting that were not included on the March 5th 2024 master plan:
 - i. The developer is required to use pervious materials to construct the 10 parking spaces along the driveway entrance stem, due to their proximity to the blueline stream along the northeastern property boundary.
 - ii. The developer proposed condition listed on the site plan requesting the elimination of a loading and unloading space is denied and shall be stricken from the development plan. The developer shall reserve two parking spaces within the site for loading and unloading activities.
3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.
4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

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

Adopted this 4th day of April 2024.

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

~City Council took a 7 minute recess from 7:26 p.m. to 7:33p.m.~

B. Rezoning: Conditional Zoning District – Kid City USA (P23-066-CZD) – Lew Holloway, Community Development Director

Lew Holloway explained that the site plan highlights a desire to change the permitted use of an existing 11,441 square footage single story building which was most recently used as Blue Ridge Retirement Home at 913 9th Ave. W. 917 9th Ave. W. previously had a single family dwelling on it which has since been demolished. The subject property is made up of two individual parcels totaling 0.95 acres. The site plan shows no new building construction. The existing single story structure, which is approximately 11,441 sqft, remains, with the primary change to the site consisting of a revised parking layout. The parking reconfiguration utilizes the now vacant 917 parcel. The site plan is required to meet common open space requirements. Although not identified, the preliminary plan appears to meet that standard, a condition is included for confirmation. The site plan includes the preservation of 7 hardwoods along the northern boundary and 3 hardwoods along the southern boundary, including a 48" Oak & 60" Maple. The existing structure location requires relief from certain buffering standards along the northern and eastern edge of the property, the landscape plan illustrates the treatment proposed on these edges.

Kid City (P23-04-CZD)

Conditional Rezoning

City of Hendersonville City Council

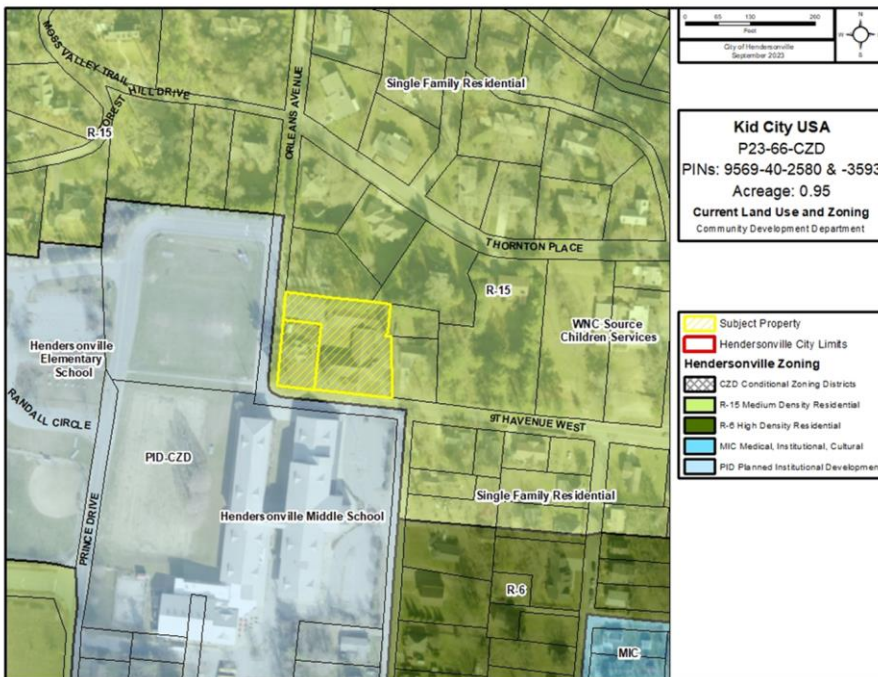
April 4th, 2024

Community Development | Planning Division

Low Holloway | Director

Project Background

- + **Location:**
 - + 9569-40-2580 & 9569-40-3593
 - + 913 & 917 9th Avenue West
- + **Applicant/Owner:**
 - + David Lee (Applicant/Owner)
- + **Existing Zoning:** R-15
- + **Proposed Zoning:** PID-CZD
- + **Acreage:** 0.95 Acres
- + **Proposed Use:** Childcare Center
- + **Project Details:**
 - + Reuse existing 11,441 square foot single story building, most recently occupied by Blue Ridge Retirement Home
- + **Future Land Use Designation:**
 - + Medium Intensity Neighborhood

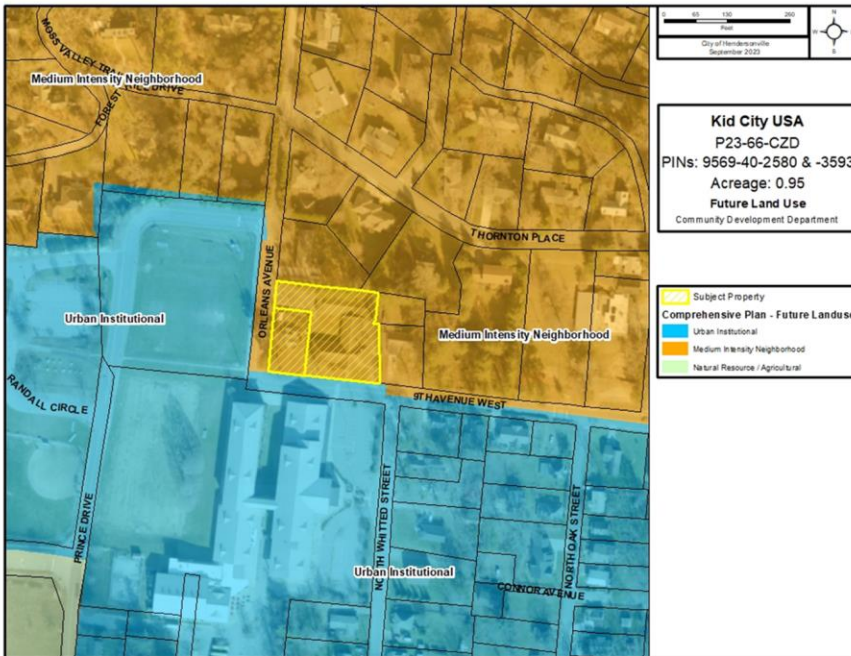


Current Land Use & Zoning

- + R- 15
- + PID-CZD
- + R-6
- + MIC



Site Photos



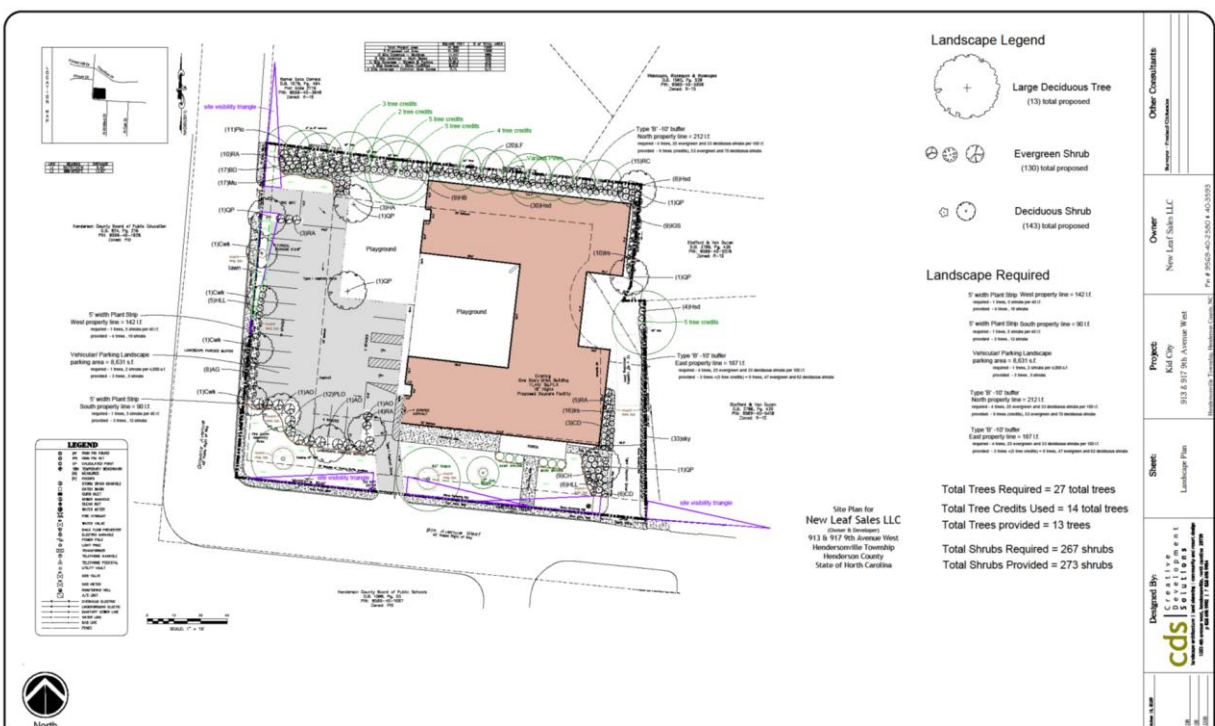
City of Hendersonville
September 2023

Kid City USA
P23-66-CZD
PINs: 9569-40-2580 & -3593
Acreage: 0.95
Future Land Use
Community Development Department

Subject Property
Comprehensive Plan - Future Landuse
Urban Institutional
Medium Intensity Neighborhood
Natural Resource / Agricultural

Future Land Use

- + Medium Intensity Neighborhood
- + Urban Institutional
- + Natural Resource/ Agricultural



Proposed Conditions (Developer Agreed)

Developer Proposed Conditions :

1. Tree Protection

1. Developer shall provide tree protection during construction process. The proposed tree protection fence limits will not meet the code requirements of 1' for every 1" of tree diameter based on the existing impervious coverage and tight constraints of the site. Proposed tree protection will provide the maximum amount of tree protection as possible. **Counter to a Tree Board recommended condition.**
2. Invasive trees, shrubs and ground cover shall be removed, particularly English Ivy, throughout the site, especially for the trees that are preserved. Care shall be taken to not substantively disturb the root systems of preserved trees. Invasive trees and shrubs can be cut off at ground level and the stump treated to kill the roots. Control of English Ivy shall be confined to the recommendations found in the North Carolina Extension publication "Controlling English Ivy in Urban Landscapes".

2. Buffer Requirements

1. To allow the Type B buffer, which typically requires a 10' wide planting strip, to be reduced to accommodate existing building & driveway location and resulting spatial constraints along the northern and eastern property boundaries as shown on the site plan. **Addresses zoning ordinance requirement for buffer.**

Proposed Conditions (Developer Agreed)

City Proposed Conditions :

1. **Tree Board:** Invasive trees, shrubs and ground cover shall be removed, particularly English Ivy, throughout the site, especially for the trees that are preserved. Care shall be taken to not substantively disturb the root systems of preserved trees. Invasive trees and shrubs can be cut off at ground level and the stump treated to kill the roots. Control of English Ivy shall be confined to the recommendations found in the North Carolina Extension publication "Controlling English Ivy in Urban Landscapes".
2. **Tree Board:** Oak trees are part of a group of native plants known as Keystone Plants which are defined as plants critical to the food web and necessary for many wildlife species to complete their life cycle. Since this development will be removing 35 oak trees, it is the Tree Board's recommendation that where required large maturing or canopy trees are to be planted, species of the genera Quercus (oaks), Acer (maples), and Carya (hickories) be used.

Rezoning Standards: Article 11; Section 4

- +Comprehensive plan consistency
- +Compatibility with surrounding uses
- +Changed conditions
- +Public interest
- +Public facilities
- +Effect on the natural environment

+ Full details provided in Staff Report

Neighborhood Compatibility Meeting

- + **Dates:** August 30th, 2023
- + **Attendees:**
 - + In-person - 7 residents (3 staff; 2 applicants)
 - + Online - 3 residents
- + **Topics Discussed:**
 - + Staffing Centers; difficulty of doing so.
 - + Rates for attending
 - + Traffic impacts from additional facilities in area.
 - + Specifically with regards to Thorton Place and Orleans Ave.



Noticing

- + **Planning Board Sign:**
 - + Posted February 23, 2024
 - + 20 days prior to the meeting.
 - + The city shall prominently post a notice of the public hearing not less than ten nor more than 25 days prior to the date of the hearing. (Planning Board is not a "Public Hearing", City Council is). However, Staff uses the same timeline for both to remain consistent.
- + **Planning Board Packet:**
 - + Sent to Planning Board- Thu 3/7/2024 2:51 PM
 - + Was "live" on the City's website on Thu 3/7/2024 2:48 PM



Planning Board Meeting

- + **Dates:** March 14th, 2024
- + **Board:**
 - + The Planning Board, Jim Robertson (Chair), Peter Hanley, Laura Flores, Donna Waters, Tamara Peacock, Yolanda Robinson and Chauncey Whiting, voted 7-0 to recommend **approval** of this petition.

PB Recommended Comprehensive Plan Consistency Statement

The petition is found to be **consistent** with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition aligns with the City's 2030 Comprehensive Plan's Goals for the "Medium Intensity Neighborhood" Future Land Use Designation to provide local and public and institutional uses.

Planning Board Recommended Reasonableness Statement

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

[Rationale for Approval]

1. The proposed rezoning includes no new construction but enhances existing site parking.
2. The proposed site plan includes compliance with landscaping standards, existing tree preservation and enhanced site buffering to adjacent residential uses.
3. The proposed use meets a community need for additional childcare options for working parents.

The applicant, David Lee, spoke to Council and said he has five children and now five grandchildren and he's watched his kids struggle to find child care that they can reasonably afford, so I was excited when we could purchase this building and partner with Kid City USA. We're serving from 6 months old to six years old, basically preschool years. I hope you will consider approving this project as we desperately need it.

The public hearing was opened at 7:50 p.m.

Public comments:

Via Zoom: Ken Fitch spoke in approval of the project.

The public hearing was closed at 7:52 p.m.

Council Member Lyndsey Simpson moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN: 9569-40-2580 and 9569-40-3593) from R-15, Medium Density Residential, to PID-CZD, Planned Institutional Development Conditional Zoning District, for the rehabilitation and reuse of an existing 11,441 sqft commercial building as Childcare Center based on the master site plan and list of conditions submitted by and agreed to by the applicant, [revision dated 10-16-24] and presented at this meeting and subject to the following:

1. The development shall be consistent with the site plan, including the list of applicable conditions contained therein, and the following permitted uses

Permitted Uses:

1. Childcare Center

2. The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because:

The petition aligns with the City's 2030 Comprehensive Plan's Goals for the "Medium Intensity Neighborhood" Future Land Use Designation to provide local and public and institutional uses.

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

- 1. The proposed rezoning includes no new construction but enhances existing site parking.***
- 2. The proposed site plan includes compliance with landscaping standards, existing tree preservation and enhanced site buffering to adjacent residential uses.***
- 3. The proposed use meets a community need for additional childcare options for working parents.***

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-24-10

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR THE PARCELS POSSESSING PIN NUMBERS: 9569-40-2580 & 9569-40-3593 BY CHANGING THE ZONING DESIGNATION FROM R-15, MEDIUM DENSITY RESIDENTIAL TO PID-CZD, PLANNED INSTITUTIONAL DEVELOPMENT CONDITIONAL ZONING DISTRICT

IN RE: Parcel Numbers: 9569-40-2580 & 9569-40-3593
Address: 913 9th Avenue West

Kid City USA: (File # P23-066-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant/owner, David Lee (President), New Leaf Sales LLC, for the rehabilitation of an existing 11,441 sq. ft commercial building on approximately 0.95 acres, and

WHEREAS, the Planning Board took up this application at its regular meeting on March 14th, 2024; voting 0-0 to recommend/not recommend City Council approve an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on April 4th, 2024, and

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

2. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Numbers: 9569-40-2580 & 9569-40-3593, changing the zoning designation from R-15, Medium Density Residential to PID-CZD, Planned Institutional Development Conditional Zoning District.
2. Development of the parcel pursuant to this Ordinance is subject to the following.
 - d. Development shall comply with the master site plan submitted by the applicant revision dated October 16, 2023, including the conditions listed therein, [and/or as modified and presented to City Council][and/or including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant's execution of this Ordinance].
 - e. Permitted uses shall include:
 - i. Childcare Center
 - f. Additional conditions that shall be satisfied prior to final site plan approval include:
 - i. Developer requests that the Type B buffer, which typically requires a 10' wide planting strip, be reduced to accommodate existing building and driveway location and resulting spatial constraints along the northern and eastern property boundaries as shown on the site plan dated October 16th, 2023.
3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.
4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

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

Adopted this 4th day of April 2024

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

C. Zoning Text Amendment: Updates to Childcare Home and Child Care Center (P23-99-ZTA) – Matthew Manley AICP Strategic Projects Manager

Matt Manley explained as part of the budget bill, NC General Statute 110-8 and NC General Statute 110-91 revised the definition and capacity for “family child care homes”. This revision increased the maximum capacity of children a family child care home operator is permitted to

serve. The new standards exceed what is currently permitted under the City's Zoning Ordinance. Both family child care homes and child care centers are required to be licensed by the Division of Child Development and Early Education within the NC Department of Health and Human Services. Part of the process to obtain a license requires that the child care facility (home or center) comply with all local ordinances. This proposed zoning text amendment would align with these licensing requirements and allow child care home operators the ability to increase the maximum capacity of children thereby increasing child care options within the city. Staff is also proposing to amend the definition for 'Child Care Center' to align with the state statute definition and capacity requirements. After reviewing the revisions made to family child care homes, staff also reviewed the existing state statutes for child care centers and determined that the current zoning ordinance definition should also be updated to reflect the state definition and capacity requirements for child care centers. For these reasons, staff is proposing to amend the current definition for "child care homes" to meet the revised standards of NCGS 110-86(3)b. and NCGS 110-91(7); and to amend the current definition for "child care center" to align with the state statute definition and state capacity requirements for child care facilities. At their meeting on March 14th, 2024, Planning Board supported the staff recommendations voting unanimously to recommend approval of the proposed zoning text amendment.

ALIGNING CHILD CARE HOMES AND CHILD CARE CENTERS WITH STATUTE (P23-99-ZTA)

Zoning Text Amendment

City of Hendersonville City Council
April 4, 2024

Community Development | Planning Division
Matthew Manley, AICP | Strategic Projects Manager



Project Background

- + **Applicant:** City of Hendersonville
- + **Zoning Ordinance Articles Amended:**
 - + 12-2-2: [Child Care Center](#)
 - + 12-2-2: [Child Care Home](#)
- + **Proposed Changes:**
 - + Staff is proposing to amend the definition for "[Child Care Home](#)" to align with the state statute definition and capacity requirements for [Child Care Homes](#).
 - + Staff is also proposing to amend the definition for "[Child Care Center](#)" to better align with the state statute definition and capacity requirements for [Child Care Centers](#).
- + **Rationale:**
 - + To provide property owners, businesses, and the community continued transparency and better customer service via accurate and complete information
- + **Planning Board:** Unanimous Support



Staff Recommended Changes: Section 12-2

12-2-2 Child Care Home.

Child Care Home: A facility run by an individual that provides supervision or care on a regular basis in the individual's home where at any one time, more than two children, but less than 10 children, receive child care, provided the arrangement is in accordance with the requirements under G.S. 110-91(7)(b). ~~for not more than six children, who are not related by blood or marriage to, and who are not the legal wards or foster children of, the supervising adult.~~

12-2-2 Child Care Center.

Child Care Center: An individual, agency or organization, located within a commercial facility, providing supervision or care on a regular basis to three or more preschool-age children or nine or more school-age children receiving child care per G.S. 110-91(7)a. ~~more than six children, who are not related by blood or marriage to, and who are not the legal wards or foster children of, the supervising adult.~~



Priority

- + Child Care Homes/Centers were not included in the ZTA Priority List rankings

Legislative Committee

- + Proposed language for Child Care Homes / Centers were not brought to the Legislative Committee for review.

1) COMPREHENSIVE PLAN CONSISTENCY	Land Use & Development	The Land Use and Development element analyzes existing development patterns and recommends land uses and development standards for future growth and redevelopment in all areas of the City and Extra-Territorial Jurisdiction (ETJ). This element also recommends areas for future expansion of the ETJ. The framework for land use policies and decision making in this element reflects the vision statements, principles and strategies of all elements of the 2030 Comprehensive Plan.
	Population & Housing	The Population & Housing element of the 2030 Comprehensive Plan identifies and analyzes existing and forecasted housing needs in Hendersonville. This chapter of the plan is concerned with identifying standards and programs for the elimination of substandard dwelling conditions, the improvement of housing quality, variety and affordability, and with the provision of adequate sites for housing.
	Natural & Environmental Resources	The Natural and Environmental Resources element of the 2030 Comprehensive Plan creates a framework for the preservation of sensitive natural areas, working lands and ecological systems in concert with future development. Preserving these features will help to sustain air and water resources and contribute to the health and quality of life of Hendersonville residents. Additionally, the concepts presented in the chapter are intended to facilitate the preservation of the natural character that defines Hendersonville's identity.

1) COMPREHENSIVE PLAN CONSISTENCY	Cultural & Historic Resources	The Cultural and Historic Resources element of the 2030 Comprehensive Plan provides an inventory of Hendersonville's existing cultural and historic resources and opportunities and recommends strategies to preserve and supplement these resources. Historic districts and landmarks connect residents to Hendersonville's past and contribute to the community's uniqueness. Maintaining and building upon these resources as the community grows will help to create an enduring identity and sense of place in Hendersonville.
	Community Facilities	The Community Facilities element of the 2030 Comprehensive Plan provides and analysis of Hendersonville's existing public facilities and services such as schools, parks and public safety, and identifies community needs in each area. This element provides a vision to efficiently use public facilities, meet long term public safety needs and provide residents with ample park and recreation amenities and opportunities.
	Water Resources	The Water Resources element of the 2030 Comprehensive Plan provides policies to maintain and improve the quality of water, stormwater and wastewater facilities in a sustainable, efficient manner as the community grows.
	Transportation & Circulation	The Transportation and Circulation element of the 2030 Comprehensive Plan classifies and analyzes performance of existing roadways, bicycle routes and other modes of transportation, while providing direction for future improvements in all modes of travel. Analysis and recommendations reflect coordination the Land Use and Development element of the 2030 Comprehensive Plan, ensuring that transportation and land use decisions are not made in isolation.

GENERAL AMENDMENT STANDARDS	
2) Compatibility	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property -
	The proposed text amendment is compatible with existing <u>child care</u> homes and <u>child care</u> centers in the City. Currently <u>Child Care</u> Homes are permitted in all Residential and Mixed-Use Zoning Districts. <u>Child Care</u> Centers are permitted in all Non-residential and Mixed-Use Zoning Districts.
3) Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment -
	There has been an increased demand for <u>child care</u> options within the City and the proposed text amendment would help address those demands for both residents and the workforce.

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 -
	The proposed text amendment aligns with the public interest in that it addresses an increased need for <u>child care</u> within the City. It also aligns local regulations with state regulations. Both <u>child care</u> centers and <u>child care</u> home are required to comply with all state, federal, and local ordinances that pertain to child health, safety and 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 -
	There are not any direct connections between this text amendment and public facilities.
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 -
	There are not any direct connections between this text amendment and the environment/natural resources.

Planning Board

+ March 14, 2024

+ Voted 7-0 to recommend approval

Planning Board Consistency Statement

The petition is found to be [consistent] with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

- + The petition aligns with the Comprehensive Plan's Strategy LU-3.5. of minimizing negative impacts from growth and land use changes on existing land uses by reflecting current and ongoing trends in the community concerning the need for more child care services within the City.

Planning Board Rationale for Approval

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

- The proposed text amendment aligns with the state licensing requirements for child home care and child care centers.
- The proposed text amendment allows existing and future child care facilities to increase their child home care capacity and thereby increasing the child care opportunities within the City.

The public hearing was opened at 8:01 p.m.

There were no public comments.

The public hearing was closed at 8:01 p.m.

Council Member Jeff Miller moved that City Council adopt an ordinance amending the official City of Hendersonville Zoning Ordinance, Section 12-2-2, Child care home and Section 12-2-2 Child care center, based on the following:

1. The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition aligns with the Comprehensive Plan's Strategy LU-3.5. minimizing negative impacts from growth and land use changes on existing land uses by reflecting current and ongoing trends in the community concerning the need for more childcare services within the City.

2. We [find] this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

- 1. The proposed text amendment aligns with the state licensing requirements for child home care and childcare centers.**
- 2. The proposed text amendment allows existing and future childcare facilities to increase their child home care capacity and thereby increasing the child care opportunities within the City.**

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-24-11

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING ORDINANCE, SECTION 12-2-2 CHILD CARE HOME AND SECTION 12-2-2 CHILD CARE CENTER

WHEREAS, the Planning Board took up this application at its regular meeting on March 14th, 2024; voting 7-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on April 4, 2024, and

WHEREAS, the proposed amendment is intended to not duplicate regulations enforced by other agencies and to keep the requirements up to date and reflective of current trends; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville, North Carolina that Section 12-2-2 Child Car Home and Section 12-2-2 Child Care Center of the Zoning Ordinance of the City of Hendersonville be amended as follows:

12-2-2 Child Care Home.

Child care home: A facility run by an individual that provides supervision or care on a regular basis in the individual's home where at any one time, more than two children, but less than 10 children, receive child care, provided the arrangement is in accordance with the requirements under G.S. 110-91(7)(b). ~~for not more than six children who are not related by blood or marriage to, and who are not the legal wards or foster children of, the supervising adult.~~

12-2-2 Child Care Center.

Child care center: An individual, agency or organization, located within a commercial facility, providing supervision or care on a regular basis to three or more preschool-age children or nine or more school-age children receiving child care. ~~more than six children who are not related by blood or marriage to, and who are not the legal wards or foster children of, the supervising adult per G.S. 110-91(7).~~

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of April, 2024.

/s/Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

D. Annexation: Enclave on W. Park Avenue (C24-11-ANX) – Matthew Manley, AICP/Special Projects Manager

Matt Manley explained that the City of Hendersonville has received a petition from Eric Oursler, Nichole Oursler, and Ourco Construction Company LLC for satellite annexation of PINs 9577-27-2609, 9577-27-0679, 9577-17-9673, 9577-27-0588, 9577-27-2529 located off Greenville Highway on W. Park Avenue and is approximately 1.62 acres. On March 7th, 2024, City Council accepted the City Clerk's Certificate of Sufficiency for the petition submitted by Eric Oursler, Nichole Oursler, and Ourco Construction Company LLC and set April 4th, 2024, as the date for the public hearing. The proposed project for this property, The Enclave on West Park, is a 5-lot subdivision on a private drive. The subdivision and site plan were processed and approved under Henderson County standards. The County's approval was contingent upon connection to City sewer infrastructure. By policy, the City requires that a property owner petition for annexation in order to be granted authority to connect to sewer facilities. According to staff analysis, the project would generate a slightly above average cost of service value per acre when taking into account the provision of city services, travel distance, and density. Additional considerations include that the subdivision and site plan approvals were not processed according to City standards and that the development will feature a private drive that could be requested to be maintained by the City at some point in the future.

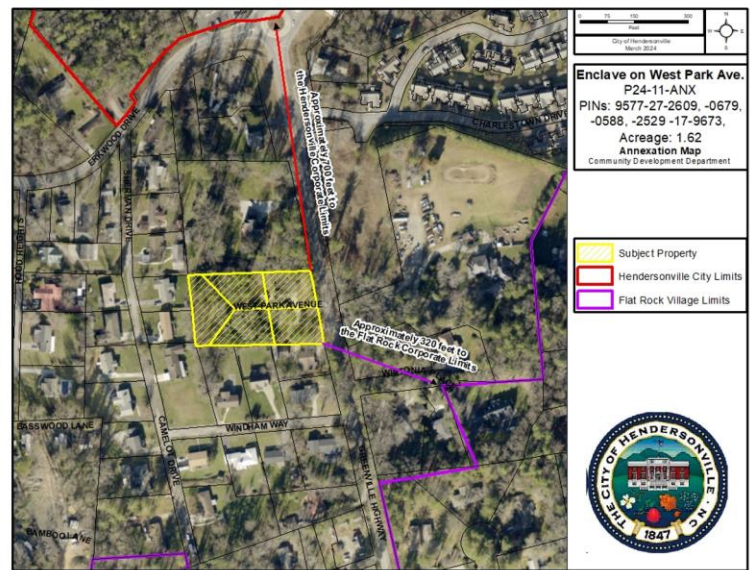
Enclave on West Park (C23-11-ANX) Satellite Annexation Petition

City of Hendersonville City Council April 4th, 2024

Community Development | Planning Division
Matthew Manley, AICP | Strategic Projects Manager

Background

- + **Petitioner:**
 - + Eric Oursler / Ourco Construction Company
 - + Nichole Oursler
- + **PINs:**
 - + 9577-27-2609, 9577-27-0679, 9577-17-9673, 9577-27-0588, 9577-27-2529
- + **Acreege:**
 - + Approximately 1.62 acres

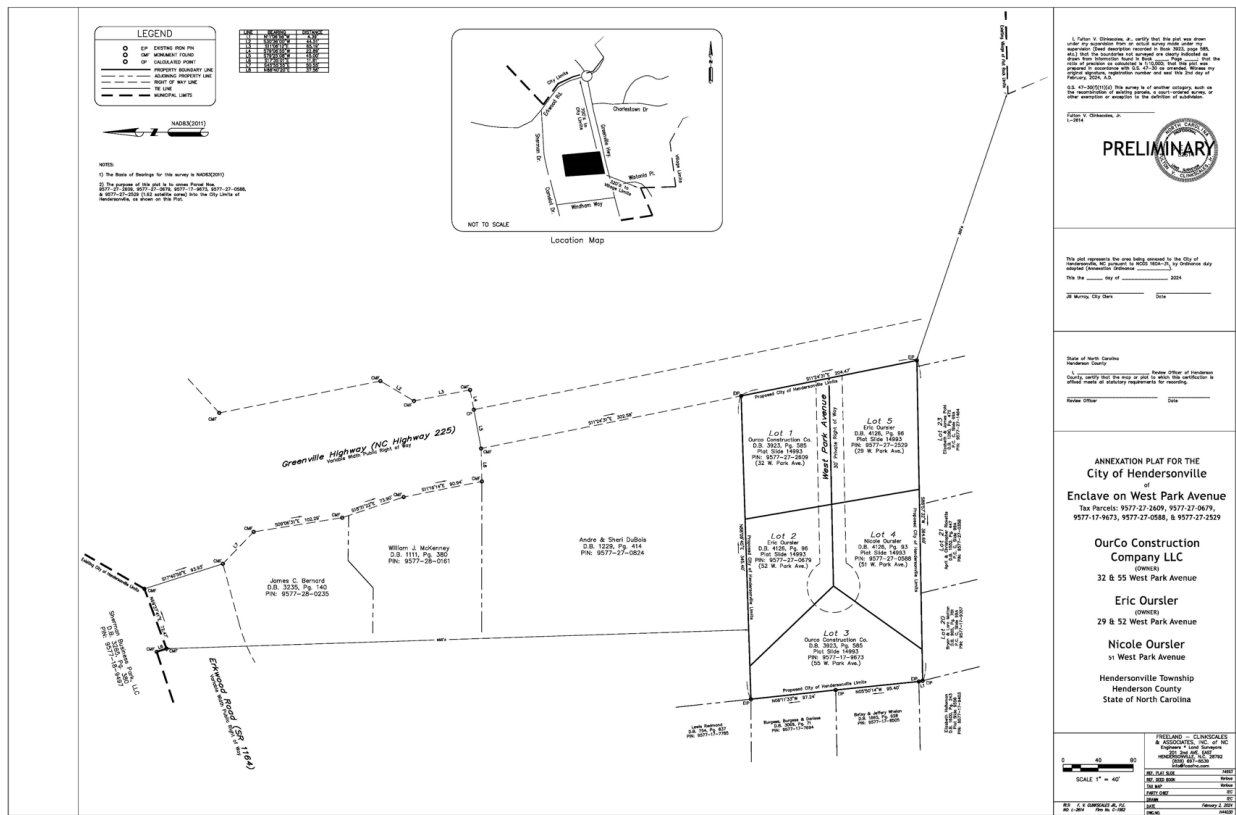


Background

- + **Additional Considerations:**
 - + Slightly Above Average Cost of Service Value
 - + Approved under County Development Standards
 - + Private Street
 - + Complicates provision of City Services

Cost of Services Analysis	
Assessed Value	Avg. Distance (miles)
30,684,470	1.59
Net Tax Rev. +/-	Equiv. Pennies
150,354	0.52

Modified Cost of Service Value per Acre	Net Tax Revenue Per Acre
282,803	1,386



City Manager John Connet added that staff suggests that they deny the annexation but still allow the owner to have access to city sewer and would be an outside sewer customer. From my perspective, it's not cost effective to run it and service it but they can access it.

The applicant, Eric Oursler said they're going to pay for the cost to tie the sewer in and they already have water and high-speed internet. We don't need to be annexed, we just need the sewer.

The public hearing was opened at 8:10 p.m.

There were no public comments.

The public hearing was closed at 8:10 p.m.

Council Member Jennifer Hensley moved that City Council deny the petition received from Eric Oursler, Nichole Oursler, and Ourco Construction Company LLC, requesting the annexation of that property having PINs 9577-27-2609, 9577-27-0679, 9577-17-9673, 9577-27-0588, 9577-27-2529.

A unanimous vote of the Council followed. Motion carried.

8. UNFINISHED BUSINESS

A. Water and Sewer System Development Fees – Adam Steurer, Utilities Director

Adam Steurer gave a rundown of what was previously discussed and showed a brief PowerPoint presentation.



CITY OF HENDERSONVILLE

Water and Sewer
System Development Fees



April 4, 2024

System Development Fees (SDFs)

- Fees assessed to new development for water and sewer capacity.
- SDFs recover costs necessary for expansion and additional capacity - “Growth pays for Growth”
- Lack of SDFs places the full cost of infrastructure capacity on existing ratepayers
- SDFs should be viewed as a mechanism to ensure the equitable distribution of cost responsibilities between existing and future utility customers

Residential Calculated SDFs

Dwelling Heated Sq Ft	Calculated Water SDF	Calculated Wastewater SDF	Combined SDF
<1000	\$1,247	\$2,048	\$3,295
1,000 - 1,500	\$1,332	\$2,188	\$3,519
1,501 - 2,000	\$1,359	\$2,233	\$3,592
2,001 - 2,500	\$1,443	\$2,370	\$3,813
2,501 - 3,000	\$1,500	\$2,465	\$3,965
3,001 - 3,500	\$1,613	\$2,650	\$4,263
3,501 - 4,000	\$1,724	\$2,833	\$4,558
4,000+	\$1,992	\$3,273	\$5,265
Multi-Family (per unit)	\$894	\$1,469	\$2,364
Mobile Home Park (per unit)	\$1,399	\$2,299	\$3,699

Non-Residential Calculated SDFs

Meter Size	Calculated Water SDF	Calculated Wastewater SDF	Combined SDF
3/4"	\$2,494	\$4,097	\$6,591
1"	\$4,156	\$6,828	\$10,984
1 1/2"	\$8,312	\$13,657	\$21,969
2"	\$13,300	\$21,850	\$35,150
3"	\$29,093	\$47,798	\$76,891
4"	\$52,368	\$86,036	\$138,405
6"	\$108,062	\$177,535	\$285,597
8"	\$232,748	\$382,383	\$615,131
10"	\$349,122	\$573,575	\$922,697

Implementation Options

Many projects across the utility service area are in various stages of the development process...

Implementation Options:

1. Adopt with an effective date of April 4, 2024.

2. Adopt with a delayed effective date (July 1, 2024) to allow for new development projects nearing completion reasonable time to apply for utility service, pay meter/tap fee, AND apply for building permit(s).

3. Implement SDFs in phased percentage increments over time.

Process and Engagement

Group	Action	Date
Staff	SDF written analysis begins	9/7/2022
Water & Sewer Advisory Committee	SDF 101 presentation	10/24/2022
City Council	SDF 101 presentation	10/26/2022
City Council	Initial results presentation	4/26/2023
Business Advisory Committee	Presentation	7/10/2023
Water & Sewer Advisory Committee	Presentation	7/24/2023
City Council	Presentation	8/23/2023
Business Advisory Committee	Final Presentation & board recommendations	10/9/2023
Water & Sewer Advisory Committee	Final Presentation & board recommendations	10/23/2023
City Council	Final Presentation & council recommendations	10/25/2023
Public	Written analysis available for public comment	11/1/2023 - 12/18/2023
Chamber of Commerce-Public Policy Committee	Presentation	12/14/2023
City Council	Public Hearing	3/7/2024

Reduced SDF

	100%			75%			50%			25%		
	Water	Wastewater	Combined	Water	Wastewater	Combined	Water	Wastewater	Combined	Water	Wastewater	Combined
RESIDENTIAL												
<1000 sq ft	\$1,247	\$2,048	\$3,295	\$935	\$1,536	\$2,471	\$624	\$1,024	\$1,648	\$312	\$512	\$824
1,000 - 1,500 sq ft	\$1,332	\$2,188	\$3,519	\$999	\$1,641	\$2,639	\$666	\$1,094	\$1,760	\$333	\$547	\$880
1,501 - 2,000 sq ft	\$1,359	\$2,233	\$3,592	\$1,019	\$1,675	\$2,694	\$680	\$1,117	\$1,796	\$340	\$558	\$898
2,001 - 2,500 sq ft	\$1,443	\$2,370	\$3,813	\$1,082	\$1,778	\$2,860	\$722	\$1,185	\$1,907	\$361	\$593	\$953
2,501 - 3,000 sq ft	\$1,500	\$2,465	\$3,965	\$1,125	\$1,849	\$2,974	\$750	\$1,233	\$1,983	\$375	\$616	\$991
3,001 - 3,500 sq ft	\$1,613	\$2,650	\$4,263	\$1,210	\$1,988	\$3,197	\$807	\$1,325	\$2,132	\$403	\$663	\$1,066
3,501 - 4,000 sq ft	\$1,724	\$2,833	\$4,558	\$1,293	\$2,125	\$3,419	\$862	\$1,417	\$2,279	\$431	\$708	\$1,140
4,000+ sq ft	\$1,992	\$3,273	\$5,265	\$1,494	\$2,455	\$3,949	\$996	\$1,637	\$2,633	\$498	\$818	\$1,316
Multi-Family (per unit)	\$894	\$1,469	\$2,364	\$671	\$1,102	\$1,773	\$447	\$735	\$1,182	\$224	\$367	\$591
Mobile Home Park (per unit)	\$1,399	\$2,299	\$3,699	\$1,049	\$1,724	\$2,774	\$700	\$1,150	\$1,850	\$350	\$575	\$925
NON-RESIDENTIAL												
3/4" meter	\$2,494	\$4,097	\$6,591	\$1,871	\$3,073	\$4,943	\$1,247	\$2,049	\$3,296	\$624	\$1,024	\$1,648
1" meter	\$4,156	\$6,828	\$10,984	\$3,117	\$5,121	\$8,238	\$2,078	\$3,414	\$5,492	\$1,039	\$1,707	\$2,746
1 1/2" meter	\$8,312	\$13,657	\$21,969	\$6,234	\$10,243	\$16,477	\$4,156	\$6,829	\$10,985	\$2,078	\$3,414	\$5,492
2" meter	\$13,300	\$21,850	\$35,150	\$9,975	\$16,388	\$26,363	\$6,650	\$10,925	\$17,575	\$3,325	\$5,463	\$8,788
3" meter	\$29,093	\$47,798	\$76,891	\$21,820	\$35,849	\$57,668	\$14,547	\$23,899	\$38,446	\$7,273	\$11,950	\$19,223
4" meter	\$52,368	\$86,036	\$138,405	\$39,276	\$64,527	\$103,804	\$26,184	\$43,018	\$69,203	\$13,092	\$21,509	\$34,601
6" meter	\$108,062	\$177,535	\$285,597	\$81,047	\$133,151	\$214,198	\$54,031	\$88,768	\$142,799	\$27,016	\$44,384	\$71,399
8" meter	\$232,748	\$382,383	\$615,131	\$174,561	\$286,787	\$461,348	\$116,374	\$191,192	\$307,566	\$58,187	\$95,596	\$153,783
10" meter	\$349,122	\$573,575	\$922,697	\$261,842	\$430,181	\$692,023	\$174,561	\$286,788	\$461,349	\$87,281	\$143,394	\$230,674

Reduced SDF – Revenue Projections

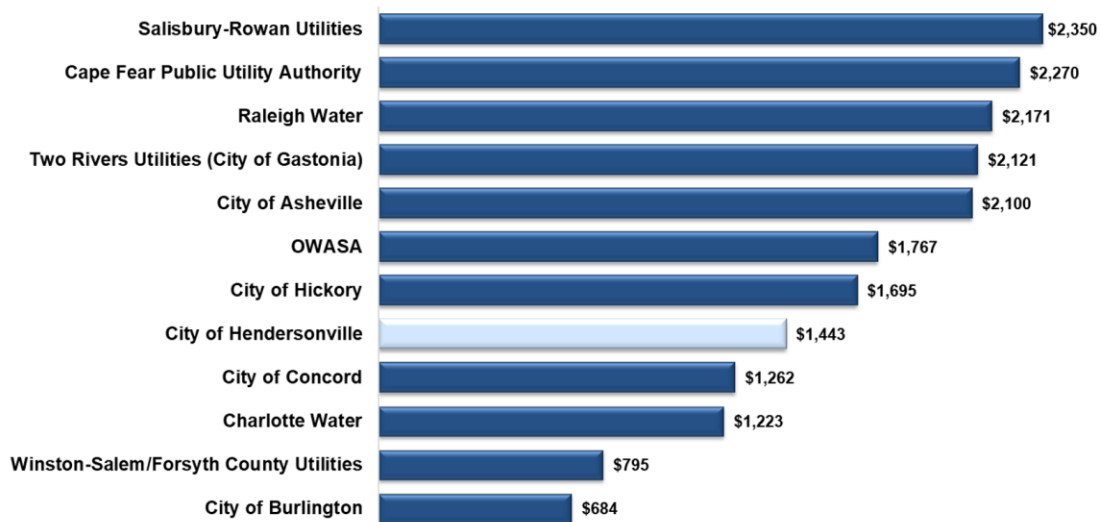
	100%			75%			50%			25%		
	Water	Wastewater	Combined	Water	Wastewater	Combined	Water	Wastewater	Combined	Water	Wastewater	Combined
Projected Annual SDF Revenue	\$ 1,420,000.00	\$ 1,360,000.00	\$ 2,780,000.00	\$ 1,065,000.00	\$ 1,020,000.00	\$ 2,085,000.00	\$ 710,000.00	\$ 680,000.00	\$ 1,390,000.00	\$ 355,000.00	\$ 340,000.00	\$ 695,000.00
Conservative Annual SDF Revenue	\$ 596,000.00	\$ 545,000.00	\$ 1,141,000.00	\$ 447,000.00	\$ 408,750.00	\$ 855,750.00	\$ 298,000.00	\$ 272,500.00	\$ 570,500.00	\$ 149,000.00	\$ 136,250.00	\$ 285,250.00

Projected Annual Revenue: 50% of current projects in development process are completed

Conservative Annual Revenue: 20% of current projects in development process are completed

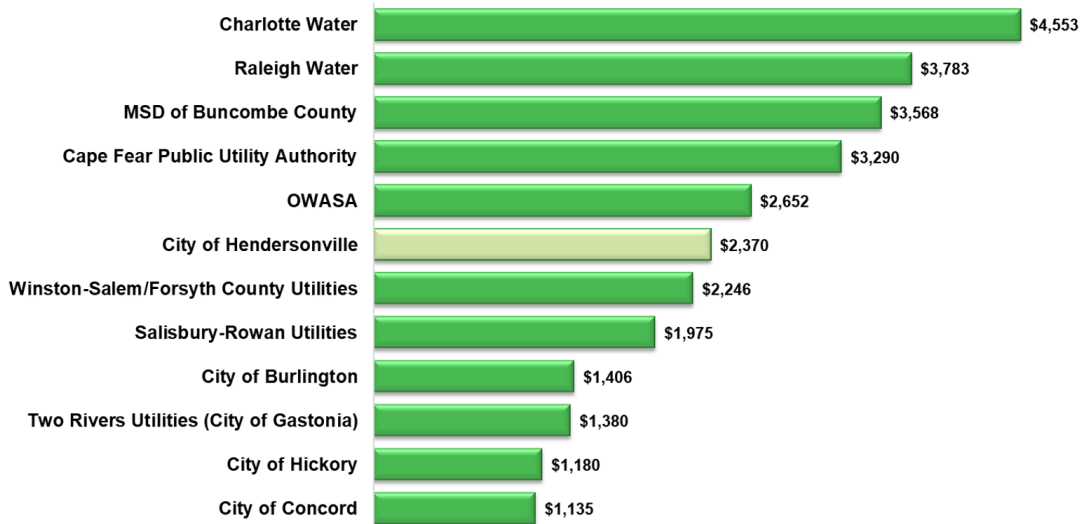
Water SDF – Residential Comparison

Figure 3.1 - Water System Development Fees (Residential 2,100 Sq. Ft.)



Sewer SDF – Residential Comparison

Figure 3.2 - Sewer System Development Fees (Residential 2,100 Sq. Ft.)



MSD of Buncombe County: - Multi-Family per unit \$2,390 (67% of single family)

After much discussion, consensus of Council was to direct staff to make changes to the SDF ordinance to implement a phased approach and bring it back to the meeting in May for a vote. No motion was made.

B. Zoning Text Amendment: Tree Canopy Preservation & Enhancement (P24-08-ZTA) – Lew Holloway, Community Development Director

Lew Holloway recapped the tree canopy and preservation enhancement and shared the following PowerPoint presentation.

TREE CANOPY PRESERVATION & ENHANCEMENT

(P24-08-ZTA)

Zoning Text Amendment

City of Hendersonville City Council

April 4th, 2024

Community Development | Planning Division

Lew Holloway | Community Development Director

Project Background

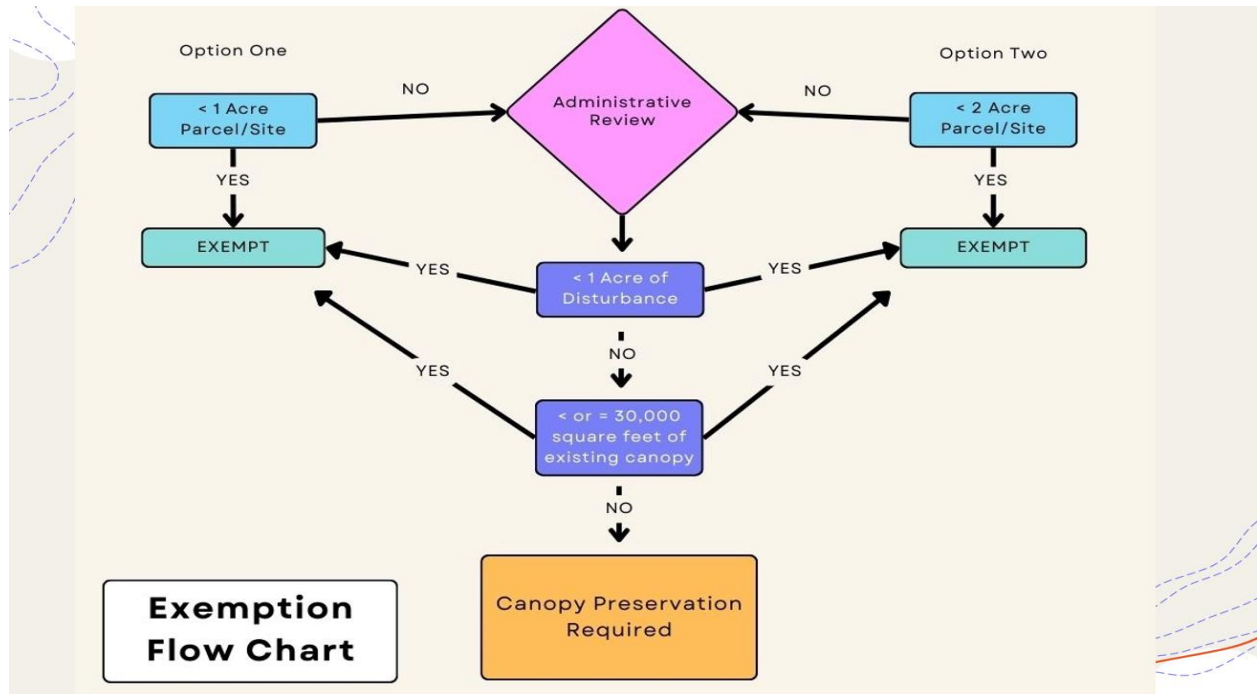
- + **Applicant:** City of Hendersonville
- + **Zoning Districts Impacted:** Applies to Various Zoning Districts dependent on type and scale of development.
- + **Proposed Changes:**
 - + Establishes Tree Canopy Preservation standards for new residential and commercial development.
 - + Establishes new planting requirements for Common Open Space and Open Space.
 - + Establishes Street Tree requirements applicable to new development and certain redevelopment projects.
 - + Establishes requirements for planting Native Species.
 - + Makes changes to vehicular use area planting requirements, increasing total plantings required while also enhancing flexibility around planting locations.
 - + Makes various changes to submittal requirements and administrative duties to accommodate the enforcement of the new ordinance requirements.

Remaining Points of Discussion

Exemption Standard

Option 1: Exempt parcels and project sites which are “less than 1 acre” in size.

Option Two: Exempt parcels and project sites which are “less than 2 acres” in size.



Remaining Points of Discussion

Tree Board Role

Option 1: Remove the Tree Board from the Conditional Zoning District review process.

Option Two: Leave the Tree Board in the role currently established, reviewing site plans and recommending conditions prior to the Planning Board.

Remaining Points of Discussion

Fee-in-Lieu

Option 1: Implement the ordinance with the Fee-in-Lieu schedule as presented by staff at the March Council Meeting.

Option Two: Delay implementation of the Fee-in-Lieu to allow additional discussion and recommendations.

PB Recommended Consistency Statement

The petition is found to be [consistent] with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition aligns with the Comprehensive Plan's Strategies; NR-2.3. Promote preservation of woodlands. Mature trees and wooded areas are significant community-defining natural features that contribute to Hendersonville's identity, LU-3.5. Minimize negative impacts from growth and land use changes on existing land uses and LU-3.6. Update the Zoning Code to ensure conformance with the Comprehensive Plan

We [find] this proposed zoning text amendment petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

Under the remaining points of discussion, Council agreed to the following:

- Exemption Standard – Option 1, Exempt parcel and project sites which are “less than 1 acre” in size.
- Tree Board Roll – Option 1, Remove the Tree Board from the Conditional Zoning District Review Process.
- Fee-In-Lieu – Option 1, Implement the ordinances with the Fee-In-Lieu schedule as presented by staff at the March Council meeting.

Council Member Lyndsey Simpson moved that City Council adopt an ordinance amending the official City of Hendersonville Zoning Ordinance, Article VII, Sections 7-3-3 and 7-3-4 and Article XV, Sections 15-4, 15-5, 15-6, 15- 9 and 15-9 and to add the new Section 15-14 and 15-15 to establish additional requirements for the provision and protection of trees:

1. The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition aligns with the Comprehensive Plan's Strategies; NR-2.3. Promote preservation of woodlands. Mature trees and wooded areas are significant community-defining natural features that contribute to Hendersonville's identity, LU-3.5. Minimize negative impacts from growth and land use changes on existing land uses and LU-3.6. Update the Zoning Code to ensure conformance with the Comprehensive Plan.

2. We [find] this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

1. The proposed text amendment seeks to promote compatibility between new development on sites with surrounding existing development, by reducing the removal of existing site vegetation and tree canopy and enhancing the integration of new plantings in required open space.

2. The proposed text amendment aligns with the public interest in that it seeks to offset some of the impacts of large scale development on adjacent properties and on existing natural resources.

3. The proposed text amendment will offset a portion of the ongoing impacts of new development on the natural environment within the City.

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-24-08

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND ARTICLE XII – DEVELOPMENT REVIEW, SECTION 7-3-3 AND SECTION 7-3-4 AND ARTICLE XV – BUFFERING , SCREENING, AND LANDSCAPING, SECTIONS 15-4 THROUGH 15-6, SECTION 15-9, SECTION 15-13, AND TO ADD NEW SECTIONS 15-14 AND 15-15 OF THE CITY OF HENDERSONVILLE ZONING ORDINANCE TO ESTABLISH ADDITIONAL REQUIREMENTS FOR THE PROVISION AND PROTECTION OF TREES.

WHEREAS, The City of Hendersonville has authority pursuant to N.C.G.S. Chapter 160D to adopt development regulations; and

WHEREAS, The City of Hendersonville recognizes that tree canopy within the City is beneficial to the health and welfare of the citizens of Hendersonville; and

WHEREAS, Preserving existing tree canopy and promoting new growth thereof promotes the natural beauty of the City, reduces soil erosion, enhances property values, improves air quality, aids in water absorption, and reduces energy consumption; and

WHEREAS, The City’s Comprehensive Plan encourages the preservation of mature trees; and

WHEREAS, The City also wishes to balance requirements related to the preservation of tree canopy with individual rights to develop private property; and

WHEREAS, the City now desires to enact the following regulations regarding the preservation and provision of tree canopy within the City’s planning and development regulation jurisdiction.

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

SECTION 1. This Ordinance shall be known as “An Ordinance to Establish New Requirements for the Provision and Protection of Trees.”

SECTION 2. Article XII. Development Review is hereby amended as follows:

Sec. 7-3-3. Review of preliminary site plans.

7-3-3.2 Contents of preliminary site plan. Applicants for developments required to undergo preliminary site plan review shall, as a part of the application for such development, submit a preliminary site plan which shall show the following:

n) A plan showing tree line before site preparation, identifying existing tree canopy, tree canopy proposed to be preserved, and new canopy installation areas, identifying the acreage of each, as well as areas to be screened, fenced, walled and/or landscaped;

t) Proposed limits of land disturbing activity.

Sec. 7-3-4. Review of final site plans.

Sec. 7-3-4.3 Contents of final site plan. A site plan showing the following shall accompany an application for site plan approval:

w) A plan showing tree line before site preparation, identifying existing tree canopy, tree canopy proposed to be preserved, and new canopy installation areas, identifying the acreage of each, as well as areas to be screened, fenced, walled and/or landscaped.

x) Proposed limits of land disturbing activity.

Sec. 7-4-6 Conditions to approval of conditional zoning district.

In considering an application for the reclassification of property to a conditional zoning district, the planning board may recommend, and the city council may recommend that reasonable and appropriate conditions be attached to the approval of the rezoning. Conditions and site specific standards shall be limited to those that address the conformance of the development and use of the site to City of Hendersonville ordinances and comprehensive plan. Any such conditions should relate to the impact of the proposed use on surrounding properties, support facilities, pedestrian and vehicular circulation systems, screening and buffering areas, timing of development, road and right-of-way improvements, water and sewer improvements, stormwater drainage, open space and other matters that the planning board and/or city council may find appropriate or the applicant may propose. The applicant shall have a reasonable opportunity to consider and respond to any such conditions prior to the final action by the city council. Only those conditions mutually approved by the city council and the applicant may be incorporated into the rezoning approval.

SECTION 3. Article XII. Definition of Terms is hereby amended as follows:

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

Canopy tree: A tree with a large, broad spreading crown, usually broadleaf and deciduous with a minimum mature height of 50 feet.

Recommended Species List: The Recommended Landscape Species List for Street Trees and Land Development Projects adopted by the Hendersonville Tree Board, as amended.

Site: The spatial location of actual or planned development. A site may be a single lot, or a combination of lots under a unified plan of development.

Specimen Tree: A large or medium maturing tree that is 25 inch DBH or greater; or a small maturing tree that is 10 inch DBH or greater, as designated on the Recommended Species List.

Tree Canopy: The area of a tree or trees where the outermost leaves, stems, and branches extend. Tree canopy is measured on a horizontal plane and is typically represented in square feet or acres.

SECTION 3. Article XV. Buffering, Screening, and Landscaping is hereby amended as follows:

Sec. 15-2. Landscaping, buffering and screening required.

Landscaping, buffering and screening shall be required for developments within the planning jurisdiction of the City of Hendersonville, including its extraterritorial jurisdiction, as set forth herein.

a) Unless exempted pursuant to Section 15-4(c)(10) below, the following developments must bring the entire site into full compliance with the requirements of this article:

- 1) Any new public or private development, with the exception of single or two-family homes on lots that were created by a method excluded from subdivision authority pursuant to G.S. 160D-802(1)-(5);
- 2) A change of use to a higher impact. For purposes of this section, the following list ranks differing uses from lowest to highest impact: residential, mobile home park, institutional & cultural, commercial, industrial;
- 3) Renovations with a total cost exceeding 50 percent of the assessed value of the building according to Henderson County tax records or an appraisal by a state licensed appraiser;
- 4) Expansions exceeding 50 percent of the pre-expansion floor area or paved surface;
- 5) Existing unpaved parking lots which are paved over.

Sec. 15-4. Existing vegetation.

- a) **Preservation of existing vegetation.** Preserving trees can improve the aesthetic quality of the site and improve property values, provide environmental benefits, mitigate the impacts of development on the community, and help minimize opposition to a proposed development. It is recommended that groups of trees be preserved, as well as individual trees. Existing preserved trees and shrubs may be credited towards required buffer trees, street trees, and parking lot trees, in accordance with paragraph b), below.
- b) **Credits and other incentives to preserve vegetation.** Preserved trees may be credited at the following rate:
- 2—12 inch DBH (diameter at breast height) tree = 1 tree
 - 13—18 inch DBH tree = 2 trees
 - 19—24 inch DBH tree = 3 trees
 - 25+ inch DBH tree = 4 trees

In order to receive credit, preserved vegetation must be in good health and condition, and must not be listed as an Invasive Plant on the Recommended Species List. Trees designated to be preserved must be indicated on the site plan and on landscape and grading plans. Protective barriers, if utilized in accordance with paragraph d), below, must also be shown on the landscape and grading plans. A preserved tree shall be replaced with the total number of trees which were credited to the existing tree if the preserved tree dies within ten years of completion of the project.

- c) **Tree Canopy Preservation.** All developments required to comply with this Article pursuant to Sec. 15-2 herein, with the exception of development of sites with existing tree canopy of less than 30,000 square feet, shall preserve existing tree canopy in compliance with this Section.
- (1) **Tree Canopy Coverage Map:** The Tree Canopy Coverage Map is hereby adopted. The Tree Canopy Coverage Map is based on the existing tree canopy data as established by the City's tree canopy cover assessment. The Tree Canopy Coverage Map shall be rendered digitally and maintained via GIS or similar software. The Tree Canopy Coverage Map shall be updated at least every five-years to reflect the City's most recent tree canopy cover assessment.
 - (2) **Existing Tree Canopy:** Any reference in this Chapter to existing tree canopy shall refer to the most recent Tree Canopy Coverage Map created by the City of Hendersonville.
 - (3) **Methodology:** Developers must comply with the requirements of Sections 7-3-3.2(n) and 7-3-4.3(w) by one of the following methods:
 - a. Using the Tree Canopy data shown on the Tree Canopy Coverage Map (reference definition of Tree Canopy in Section 12-2);
 - b. For any development site for which the Tree Canopy Coverage Map does not provide data, the developer shall submit a plan, showing the dripline of the existing tree canopy, and such plan shall be prepared by a land surveyor, civil engineer, landscape architect licensed by the State of North Carolina or Arborist certified by the International Society of Arboriculture; or
 - c. A developer may submit a plan showing the existing tree canopy as of the date of the most recent Tree Canopy Coverage Map, such plan prepared and sealed by a land surveyor, civil engineer, landscape architect licensed by the State of North Carolina or Arborist certified by the International Society of Arboriculture.
 - (4) **Preservation Requirements**
 - a. **Tier One Requirement:** 20 percent of the existing tree canopy on the site shall be preserved. The specific tree canopy preserved shall be at the discretion of the developer. Tier One Canopy is not eligible for fee-in-lieu without a variance issued by the Board of Adjustment.
 - b. **Tier Two Requirement:** In addition to the Tier One Requirement, existing tree canopy on the site shall be preserved, and new tree canopy shall be installed, in accordance with one of the options in the table below:

Tier Two Tree Canopy Requirement

Select One:	Percentage of Tier Two Tree Canopy Preserved (in addition to Tier One Canopy) ¹	Percentage of New Tree Canopy Installation Required ²	Percentage of Total Tier Two Canopy Required
Option 1	10%	0%	10%
Option 2	5%	7%	12%
Option 3	0%	15%	15%

¹ Percentages of Tier Two Tree Canopy Preserved refer to the total existing Tree Canopy on a site before calculation of the Tier One Requirement and are in addition to the Tier One Requirement.
² Percentages of New Tree Canopy Installation refer to the total existing Tree Canopy on a site and shall be installed in accordance with the Credit for New Tree Canopy Installation table below.

Credit for New Tree Canopy Installation	
Size of Tree*	Tree Canopy Credit
Large Maturing	872 sq. ft.
Medium Maturing	350 sq. ft.
Small Maturing	144 sq. ft.

*As designated in the Recommended Species List

The developer may request to pay a fee-in-lieu of the Tier Two Canopy preservation requirements pursuant to this section.

- c. In calculating the percentage preserved, only trees that are fixtures on the site shall be counted towards existing tree canopy preserved.
- d. Specimen trees preserved shall receive 1.5 times their actual canopy coverage in the calculation of preserved tree canopy if such tree is protected during construction in accordance with the standards contained in Sec. 15-4(d) below.
- e. As an example, a five-acre development site with two-acres, or 87,120 sq. ft., of existing tree canopy would be required to preserve existing tree canopy as shown in the table below:

Example of Tree Canopy Preservation Requirement				
Select One:	Tier One Tree Canopy Preservation Requirement	Tier Two Tree Canopy Preserved (in addition to Tier One Canopy)	Tier Two New Tree Canopy Installation Required	Total Tree Canopy Requirement
Option 1	17,424 sq. ft. (20%)	8,712 sq. ft. (10%)	0 sq. ft. (0%)	26,136 sq. ft. (30%)
Option 2	17,424 sq. ft. (20%)	4,356 sq. ft. (5%)	6,098 sq. ft. (7%)	27,878 sq. ft. (32%)
Option 3	17,424 sq. ft. (20%)	0 sq. ft. (0%)	13,068 sq. ft. (15%)	30,492 sq. ft. (35%)

- (5) **Protection of trees during construction:** All trees required to be preserved by this Section shall be protected during construction in accordance with the standards contained in Sec. 15-4(d) below.
- (6) **Credit for existing vegetation:** All trees preserved pursuant to this Section may be credited towards the requirements of this Article in accordance with the provisions of Sec. 15-4(b) above.
- (7) **Fee in lieu.** Where specifically provided, Community Development Director shall, in lieu of preserving trees pursuant to this Section, allow the developer to pay a fee-in-lieu of tree preservation to the City’s Tree Fund. The fee-in-lieu shall be established in the City’s Fee Schedule.

The fee-in-lieu shall be based on the average cost of tree canopy replacement per square foot, and shall be calculated using a weighted average of large, medium, and small maturing trees as shown below:

Calculation of Fee-in-Lieu of Tree Canopy Preservation			
Size of Tree	Average Tree Canopy	Trees per Acre	Weight Factor
Large Maturing	872 sq. ft.	49.943	0.105
Medium Maturing	350 sq. ft.	124.305	0.261
Small Maturing	144 sq. ft.	301.507	0.634
Weighted Average:			228.84 sq. ft. per tree

As an example, assume the City’s cost to plan and establish a tree is \$350.00. \$350.00 divided by 228.84 square feet equals \$1.53 per square foot of tree canopy.

Now assume the Tier Two Requirement for tree canopy preservation is 8,712 square feet. The fee-in-lieu of tree canopy preservation would be 8,712 square feet multiplied by \$1.53 for a total fee-in-lieu of \$13,329.36.

- (8) **Delay of development approval.** In addition to any other method of enforcement or remedy available, the City may refuse to issue a development approval for a period of three years following the removal of all or substantially all of the trees that are required to be protected under this Article.
- (9) **Civil penalties.** Civil penalties for violation of this subsection, including but not limited to removal of tree canopy required to be preserved and failure to protect trees during construction, shall be assessed on a per tree basis.
- (10) The following development sites shall be exempt from the Tree Canopy Preservation Requirements of this Section 15-4(c):
- a. The development site has less than **or equal to** 30,000 square feet of existing tree canopy;
 - b. Less than one acre of the site will be disturbed; or
 - c. The site is less than 1 acre in area.
- d) **Protection of existing trees during construction.** The regulations contained in this paragraph shall apply in those circumstances when a developer has either: (1) elected to protect trees during construction in order to receive credit under Sec. 15-2(b), or (2) been required to preserve canopy under Sec. 15-2(c).
- 1) No grading or other land-disturbing activity can occur on a site with existing trees which are designated to be preserved in order to meet landscaping requirements until protective barriers are installed by the developer and approved by the community development director or a designee appointed by the community development director. Trees designated for preservation which are counted toward the landscape requirements must be protected by barriers, while trees designated for preservation which do not count toward the landscape requirements are encouraged to be protected by barriers. The diameter of the preserved trees and the location of protective barriers must be shown on landscape and grading plans with the dimension between the tree trunk and barrier indicated.

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.

Protective barriers shall consist of either:

 - A) A fence which is at least three feet high and constructed in a post and rail configuration, using two-by-four posts and one-by-four rails; or
 - B) A fence with two-by-four posts placed no farther than ten feet apart covered with a four-foot orange polyethylene laminar safety fencing.
 - 2) All contractors must be made aware of the areas designated for protection. No disturbance can occur within the tree protection areas including the following:
 - A) Grading;
 - B) Filling, unless an aeration system, certified by a registered landscape architect, certified arborist, or North Carolina Agricultural Extension Specialist, is installed to protect the tree from suffocation;
 - C) Parking;
 - D) Storage of debris or materials, including topsoil;
 - E) Disposal of hazardous wastes or concrete washout; and
 - F) Attaching of nails, ropes, cables, signs, or fencing to any tree designated for preservation.

If any area within the critical root zone will be disturbed for any reason, a registered landscape architect, certified arborist, or North Carolina Agricultural Extension Specialist must recommend measures to minimize any potential impact and certify that the activity will not damage the tree under normal circumstances.
 - 3) The developer should coordinate with utility companies early in the design process to resolve potential conflicts about the placement of utilities and landscape requirements. Utilities must either be placed outside of the tree protection area or, with planning department approval, tunneled at least two feet directly below the tree roots, to minimize root damage.

- 4) If silt fencing is required to control sedimentation, the fencing must be placed along the uphill edge of a tree protection zone in order to prevent sediment from accumulating in the critical root zone area.
- e) Trees in public rights-of-way. Trees located in any public right-of-way cannot be pruned or removed without a permit from the public works department in accordance with the City of Hendersonville Tree Ordinance.

Sec. 15-5. General standards.

The following general standards shall apply to all landscaping requirements in this article.

- a) Unless otherwise specified, the exact placement of required plants and structures shall be the decision of the developer. The type of plants used shall be limited to those on the Recommended Species List. No plants listed as an Invasive Plant in the Recommended Species List may be used to meet the requirements of this ordinance. Required landscaping shall be designed in such a manner as to impart its aesthetic character when viewed from any area accessible to the public or from adjacent properties.

- h) **Native species.** For each development site, at least 75 percent of the trees required to be planted under the provisions of this article shall be native species as listed on the Recommended Species List.

Sec. 15-6. Bufferyards.

TABLE OF BUFFER REQUIREMENTS

Proposed Land Use	Existing Land Use /Zoning District ¹					
	Residential ²	Residential, multi-family ³	Mobile Home Park ⁴	Institutional & Cultural ⁵	Commercial ⁶	Industrial ⁷
Residential	X	X	X	X	X	X
Residential, multi-family	8-foot A	X	X	X	X	X
Mobile Home Park	10-foot B	10-foot B	X	8-foot A	10-foot B	X
Institutional & Cultural	10-foot B	10-foot B	8-foot A	X	X	X
Commercial	10-foot B	10-foot B	10-foot B	8-foot A	X	X
Industrial	25-foot C	25-foot C	25-foot C	15-foot B	15-foot B	X

Notes for Table of Buffer Requirements:

- 1 Buffering is required if adjacent parcel of land is used or zoned for the category noted regardless whether adjacent parcel is located in the city, the city's extraterritorial jurisdiction (ETJ), or the planning jurisdiction of another governmental entity. Existing adjacent land use takes precedence over zoning district. Buffer requirement for the district will be used if adjacent land is vacant.
- 2 Includes the following use districts: R-40, R-20, R-15, R-10, R-6, RCT, PRD.
- 3 Includes only those sites developed as multi-family.
- 4 Includes the PMH district or an existing mobile/manufactured home park.
- 5 This category includes religious, recreational, child care and educational uses and the following use districts: MIC and PID.
- 6 Includes the following use districts: C-1, C-2, C-3, C-4, PCD, CMU, GHMU, HMU, UV, UR and CHMU.
- 7 Includes the following use districts: I-1, PMD.

Sec. 15-9. Landscaping for vehicular use areas.

Trees and shrubs are required in and around vehicular use areas with more than six spaces to provide attractive views from roads and adjacent properties, provide shade to reduce the heat generated by impervious surfaces, reduce glare from vehicular use areas, and to help filter exhaust from vehicles.

- a) **Perimeter and interior plantings.** Vehicular use areas must be planted with at least one tree and two shrubs for every 3,000 square feet of vehicular use area, which includes parking spaces, aisles, driveways, and loading areas. Trees shall be evenly distributed throughout the vehicular use area, . At least 75 percent 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; provided, however, all street trees required by other provisions of this zoning ordinance shall count as parking lot landscaping.

When a parking lot contains 20 or more parking spaces, 50 percent of the trees and shrubs required by paragraph a), above, must be planted in islands or medians located within the parking lot. Tree islands shall be evenly distributed throughout the parking lot in order to provide an even tree canopy throughout the lot. At a minimum, such tree islands shall consist of an area at least equal in size to two parking places side-by-side (360 square feet). Parking bays shall be broken up with landscaped islands or medians to avoid long monotonous rows of parking. Planting trees in groups is encouraged to increase the total amount of planting area for roots to grow.

- b) **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 paragraph a), above, if the planting strip is located within 20 feet of the vehicular use area. Adjacent businesses on separate lots which share parking or driveways shall be exempt from this requirement provided that the required planting strip would interfere with the reasonable use of the shared parking or driveway. Vehicular use areas located behind buildings and screened from view from public rights-of-way shall be exempt from this requirement.

Sec. 15-13. Common open space landscaping. In addition to all other landscaping required by this zoning ordinance, each development parcel required to provide common open space pursuant to Sec. 6-16 shall contain a minimum of one tree and five shrubs for every 1,200 square feet of common open space on such development parcel. A minimum of 50 percent of the trees shall be canopy trees.

At least 70 percent of the street trees planted shall be large-maturing trees (>50 feet in height). The remaining trees shall be medium maturing trees (25-50 feet in height).

No landscaped area shall be constructed with more than ten percent of the total area of gravel, stone, concrete, asphalt, or other similar material, excepting necessary walks.

Sec. 15-14. Open space landscaping. In addition to all other landscaping required by this zoning ordinance, each development parcel required to provide open space shall contain a minimum of one tree and five shrubs for every 4,000 square feet of common open space on such development parcel. A minimum of 50 percent of the trees shall be canopy trees.

At least 70 percent of the street trees planted shall be large-maturing trees (>50 feet in height). The remaining trees shall be medium maturing trees (25-50 feet in height).

No landscaped area shall be constructed with more than ten percent of the total area of gravel, stone, concrete, asphalt, or other similar material, excepting necessary walks.

Sec. 15-15. Street Trees. Street trees shall be required at the rate of one tree for every 35 linear feet of property abutting a street. Trees do not need to be spaced evenly. They may be clustered with a minimum spacing of 15 feet and a maximum spacing of 75 feet.

At least 70 percent of the street trees planted shall be large-maturing trees (>50 feet in height). The remaining street trees shall be medium maturing trees (25-50 feet in height).

Where overhead utility lines are present, streets trees shall be planted at the rate of one small-maturing tree (<25 feet in height) for every 25 linear feet of property abutting a street. Nothing herein shall be construed to prohibit a deviation from the mature height requirements or planting distance from the street right-of-way to accommodate existing overhead utility lines.

Street trees shall be placed in a planting strip on private property and not within the street right-of-way. No street tree can be planted farther than 35 feet from the edge of the right-of-way to count as a street tree. The width of the planting strip may vary, but the minimum width cannot be less than seven feet and the average width shall be at least ten feet. The planting area must be covered with living material, including ground cover and/or shrubs, except for mulched areas directly around trees and shrubs, so that no soil is exposed. When a sidewalk is proposed to be constructed on a development site and right-of-way configuration requires that it be constructed on the developer's property, the width of the planting strip may be reduced to an average of seven feet.

Street trees shall not be required on a property line abutting a street when the minimum setback provided is less than ten feet. By way of example, if the minimum setback required for a development is less than 10 feet from a property line abutting a street, but the setback provided is 10 feet or more, street trees are required.

During the development review process, the approving authority for the city may permit minor deviations in the placement of trees in order to avoid conflict with utility structures and utility lines.

SECTION 3. Section 8 of the Fiscal Year 2023-24 Budget Ordinance for the City of Hendersonville shall be amended to adopt and incorporate the Fee-in-Lieu of Tree Canopy Preservation pursuant to 15-4(c)(6) of the Zoning Ordinance of the City of Hendersonville, North Carolina as follows:

Fee-in-Lieu of Tree Canopy Preservation	
Per square foot of Existing Tree Canopy required to be preserved	\$1.53

SECTION 4. If any provision of this ordinance or its application is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable.

SECTION 5. It is the intention of the City Council and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Hendersonville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 6. This Ordinance shall be effective upon its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of April, 2024.

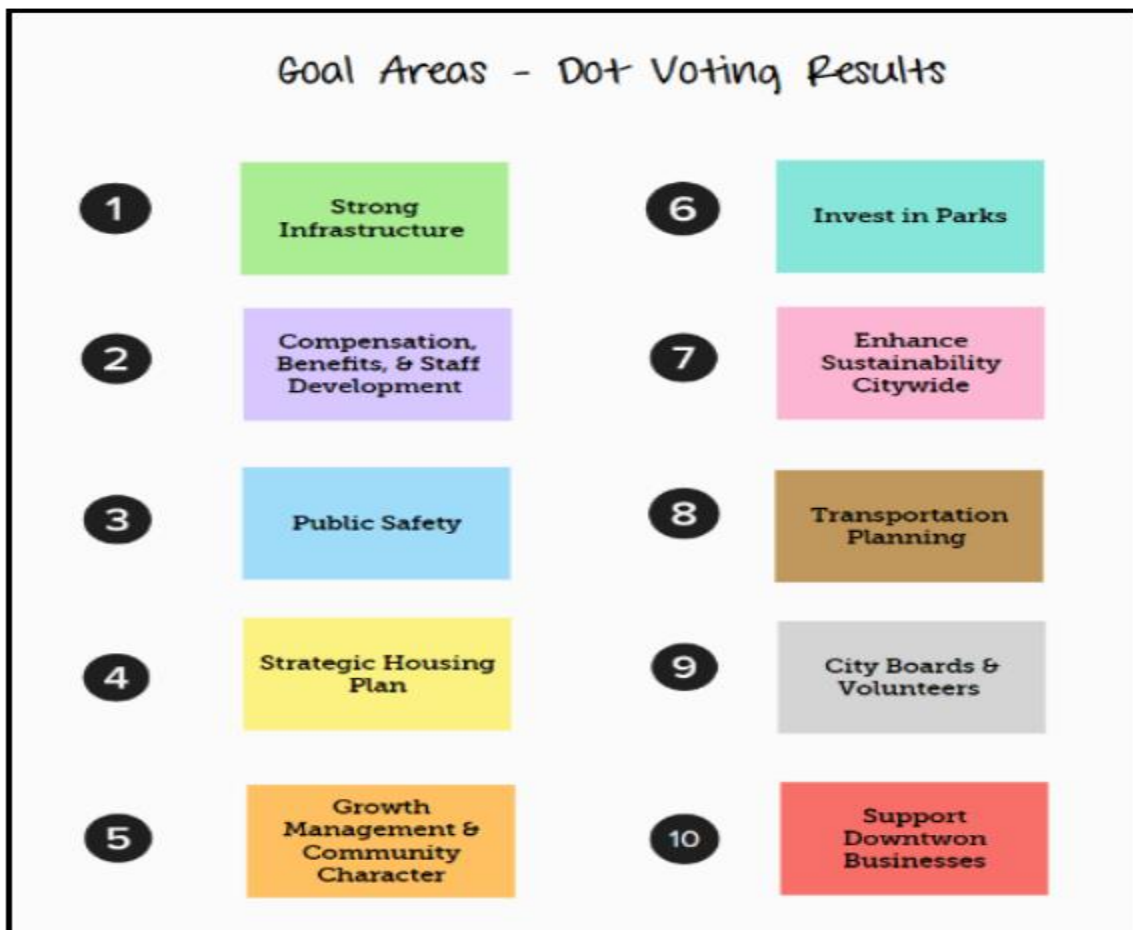
/s/Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

C. Clarification of City Council Priorities – John Connet, City Manager

City Manager Connet explained that Council Member Miller had asked staff to review the City Council priority rankings and confirm that the top three are ranked appropriately.



Council Member Jeff Miller moved that City Council confirm their top three priorities as follows:

- **Public Safety**
- **Compensation, Benefits, & Staff Development**
- **Strong Infrastructure**

A unanimous vote of the Council followed. Motion carried.

9. NEW BUSINESS

A. Approval of Letter to Henderson County Legislative Delegation – John Connet, City Manager

City Manager Connet explained that following recent comments at their March 20, 2024 Henderson County Board of Commissioners' meeting regarding their comp plan adoption, the Board of Commissioners presented some negative comments about the work of the City and City Council, made some accusations regarding growth in and around the county and I understand there was some discussion about contacting our state legislators so staff has drafted a letter explaining our position. Over the last 24 years we have spent time trying to work with the county and negotiate with the county to ease concerns about growth and ease concerns about management of the utility system so we put this letter together to reiterate that we have worked very hard to maintain a positive relationship. This is a bulleted list of things that we've done that dates back to 2000 and is as recent as two weeks ago. We just want to show our legislators what we've done and what we will continue to do. Staff requests that the City Council approve the letter and have each of you sign it and authorize the City Manager to distribute to the delegation of Senator Tim Moffitt, Representative Jennifer Balkcom & Representative Jake Johnson as follows:

Based on a recent Henderson County Board of Commissioners meeting, Hendersonville City Council feels that it is beneficial to provide our State Legislators additional context and background. The City of Hendersonville has acted in good faith and tried to negotiate with Henderson County over the past twelve months to resolve the long-standing dispute over governance of the utility system and growth of the City of Hendersonville. In addition, the City has strived to cooperate with Henderson County over the last twenty-four years, as illustrated in the list below.

- Executed the 2000 Contract of Purchase and Interlocal Cooperation and Settlement Agreement
- Re-established the Water and Sewer Advisory Committee comprised of representatives across the utility service area (Henderson County, Mills River, Flat Rock, Fletcher, Laurel Park etc.)
- Partnership with Henderson County, UNC Pardee, Wingate University and Blue Ridge Community College to construct the Health Sciences Center
- Partnership with Henderson County and Housing Assistance Corporation to construct Apple Ridge Affordable Housing Development
- Partnership with Housing Assistance Corporation to construct Oklawaha Affordable Housing Development
- Partnership with Housing Assistance Corporation to construct infill affordable housing units
- Inside water rates for all Henderson County Public Schools
- Agreed to equalize inside/outside City water rates over a ten-year period (currently in 5th year)
- Compensating rural fire departments for annexed properties. Lump sum payment for 5 years of lost tax revenue.
- Adopted formal resolution ensuring that no water and sewer lines serving new development are extended without approval of respective governing boards.
- Partnered with economic development agencies to extend public utilities to new industry:
 - School House Road, Mills River – AgHC
 - Ladson Road, Mills River – AgHC
 - Demmel / Elkamet – HCPED
 - Garrison Industrial Park – HCPED
- Offer to purchase distressed Etowah Sewer Company. Henderson County objected and City of Hendersonville withdrew the offer to purchase.
- Assumed responsibility of Laurel Park Water System in April 2021 and have since made significant investments in the system. Customers in Laurel Park immediately noticed a reduction in water rates and an improved level of service.
- Obtained grants with help of Henderson County staff and installed public water lines to homes in the Academy Road area of Henderson County. Private wells were contaminated with pesticides.
- Assisted with the relocation of public sewer line under Hendersonville High School
- Partnered with Henderson County to extend sewer to Atkinson Elementary School
- Worked with Henderson County to extend Jackson Park Interceptor Sewer eliminating a large pump station from the park.
- Completed the following water pressure and fire flow improvement projects:
 - Etowah Water Improvement Project
 - Northside Water Improvement Project (Fletcher)
 - Hebron Pressure Zone Project (Laurel Park)
- Water System Hydraulic Model development assists rural fire departments with improving ISO ratings.
- Assistance of the provision of sewer to the Halfway Tree Mobile Home Park (Flat Rock) to resolve a public health/failing septic issue.
- Replacement of Clear Creek Sewer Interceptor, which was installed to accommodate anticipated future growth in the Edneyville Community.
- 2023 Joint Water and Sewer Commission Proposal
 - Proposed an Urban Growth Boundary / Annexation Agreement
 - Eliminate ETJ
 - Limited annexation to new developments

- Established a joint Water and Sewer Commission
- Established a joint planning area around the City of Hendersonville
- Include a land use map that limited high density development to the west side of I-26
- Offered to assist with sewer provision in the Edneyville Community

The City Council will continue to attempt to resolve this dispute at the local level with a balanced approach of protecting the interests of utility customers, Hendersonville residents and businesses while attempting to address the concerns of the Henderson County Board of Commissioners. We thank you for your consideration in this matter and request a formal meeting to discuss it further.

Sincerely,

Council Member Jennifer Hensley moved that the City Council approve the attached letter to the Henderson County legislative delegation and authorize the City Manager to distribute to the delegation. A unanimous vote of the Council followed. Motion carried

10. CITY MANAGER REPORT

A. Surplus Items – John Connet, City Manager

MEMO

TO: John Connet, City Manager

FROM: Jennifer Case, Public Works

DATE: 03/12/2024

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:

1. Four office desks from engineering dept. Approximate Value: \$50 each
2. 14-08 2003 Dodge Durango AV: \$4000
3. 44-02 1997 New Holland B95 Backhoe AV: \$10,000
4. 59-24 1999 MPH IND. Trailer/Speed Radar AV: \$600
5. 59-16 1991 Brewer Trailer AV: \$350
6. 40-17 1992 John Deere F935 Mower AV: \$300
7. 16-08 2000 Ford F250 ¾ Ton Pickup Truck AV: \$3500
8. 14-80 2018 Ford F150 Crew Cab 4x4 Pickup AV: \$8000
9. 16-21 2006 Chevrolet 2500 Service Body Truck AV: \$2500
10. 14-01 2002 Ford F150 ½ Ton 4x4 Pickup AV: \$2000
11. 22-02 2005 Freightliner Knuckle boom Truck AV: \$40,000

MEMO

APPROVED

By John Connet at 8:39 am, Mar 11, 2024

TO: John Connet, City Manager

FROM: Jennifer Case, Public Works

DATE: 03/08/2024

RE: A Request for Disposal of Damaged Equipment

The following items are no longer in use by the city and we are requesting that these items be disposed of as scrap metal due to their poor condition.

1. 80-17 2001 Swenson EV100 Salt Spreader Serial#94505
Approximate Value: \$150
2. 80-18 2004 Swenson EV100 Salt Spreader Serial#04105-Z85-00
Approximate Value: \$150

B. March 2024 Contingency and Adjustment Report – John Connet, City Manager

In accordance with North Carolina General Statute (NCGS) 159-13(b) it is required that all expenditures resulting from a contingency appropriation budget be reported to the governing board at its next regular meeting and recorded in the minutes.

NCGS 159-15 permits the Budget Officer (City Manager), to transfer budget from one appropriation to another within the same fund, provided any such transfers are reported to the Governing Board. The City of Hendersonville refers to transfers of budget from one appropriation to another within the same fund as a “budget adjustment”. City Council authorizes budget adjustments each year with the adoption of the annual budget ordinance (SECTION 4). This agenda item serves to fulfill the reporting requirements of both NCGS 159-13(b) and 159-15 by providing City Council a summary of all amendments and adjustments occurring thus far in the fiscal year.

11. CITY COUNCIL COMMENTS – Councilwoman Lyndsey Simpson wanted to wish a belated Happy Birthday to Councilwoman Jennifer Hensley and presented her with a cake and balloon.

12. ADJOURN

There being no further business, the meeting was adjourned at 9:14 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

ATTEST:

Jill Murray, City Clerk

Ordinance # _____

**GRANT PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE
COMMUNITY WASTE REDUCTION AND RECYCLING PROGRAM Project, #G2403**

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

Section 1: The project authorized is a City project described as the Community Waste Reduction and Recycling Program, project #G2403.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	7855	550102	G2403	Capital Outlay - Services & Fees	\$40,000
Total Project Appropriation					\$40,000

Section 3: The following revenues are anticipated to be available via grant proceeds:

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2403	Grant Revenue	(\$40,000)
Total Project Appropriation					(\$40,000)

Section 4: The Finance Director is hereby directed to maintain within the General Fund, Environmental Services Fund, Grant Project Fund, and 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 grant project shall be furnished to the City Clerk, Finance Director, and City Manager for direction in carrying out this project.

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 2nd day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Resolution # _____

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WASTE REDUCTION AND RECYCLING PROJECT (#G2403), ORDINANCE # _____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$40,000.

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 2nd day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Resolution # __ - __

**RESOLUTION OF INTENT TO CLOSE AN UNOPENED,
UNIMPROVED PORTION OF AN UNNAMED STREET**

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

WHEREAS, The Housing Assistance Corporation has petitioned the City of Hendersonville City Council to close an unopened and unimproved portion of an unnamed street, located on PIN 9569-41-8704; 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 6th day of June 2024, in the Assembly Room of the City Operations Center to consider closing an unopened and unimproved portion of an unnamed street located on PIN 9569-41-8704. Persons shall be allowed to attend and comment in person or via Zoom at the following address:

<https://zoom.us/join>

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

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

2. The legal description for the portion of the unnamed street proposed for closing is as follows:

Beginning at a ¾” existing iron pipe, said pipe having NAD83 (2011) grid coordinates of N: 591,850.69’, E: 964,461.78’ and standing in the northwest line of the subject parcel currently owned by The Housing Assistance Corporation as described in deed book 4121 page 511; and running thence N 46°23’42” E 3.76’ to a point; thence on a curve to the right with a radius of 136.92’ and a chord of S 36°09’49” E 85.91’ to a point; thence on a curve to the left with a radius of 29.99’ and a chord of S 31°41’17” E 14.31’ to a point; thence on a curve to the right with

a radius of 35.21' and an arc length of 163.27' and a chord of S 78°16'54" W 51.65' to a point; thence on a curve to the left with a radius of 21.65' and a chord of N 05°37'27" E 17.63' to a point; thence on a curve to the left with a radius of 59.46' with a chord of N 24°27'42" W 12.54' to a point; thence on a curve to the left with a radius of 105.09' with a chord of N 42°45'19" W 44.57' to a point in the western boundary line of subject parcel; thence N 04°47'34" E 8.88' to a ¾" existing iron pipe; thence N 50°07'33" E 29.47' to the point and place of beginning. Containing 0.16 acres (7250.9 sq.ft.) and being the unopened of said unnamed street as shown on survey by Ownbey Land Surveying, PLLC, bearing job number 240112.

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 the unnamed street proposed for closure as required by G.S. 160A-299.
6. The City Council herewith declares its intent to close the street as described above.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May, 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

THIS PLAT REPRESENTS A STREET OR ALLEY TO BE CLOSED BY THE CITY OF HENDERSONVILLE, NORTH CAROLINA CITY COUNCIL PURSUANT TO NCGS 160A-299, BY ORDINANCE DULY ADOPTED (ORDER TO CLOSE _____), THIS ____ DAY OF _____, 2024.

MAYOR OF HENDERSONVILLE _____

ATTEST: _____
CITY CLERK

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, REVIEW OFFICER OF HENDERSON COUNTY, CERTIFY THAT THIS MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

REVIEW OFFICER _____ DATE _____

N.C. GRID NORTH
NAD83 (2011)

SYLVAN BOULEVARD
(PAVED PUBLIC ROAD)

1/4" EIP FOUND
N: 591952.23
E: 964726.85
NAD83 (2011)

PIN: 9569-42-5061
PHILIP KERULAS CORRELL
MARLOIA JANE CORRELL
DB 952 PAGE 407

PIN: 9569-41-7954
RICHARD H. GUSTAFSON
BONNIE M. GUSTAFSON
DB 1182 PAGE 463

PIN: 9569-41-8647
ALAN W. CUNNINGHAM TRUSTEE
THE ALAN W. CUNNINGHAM TRUST
DB 3272 PAGE 143
PB B PAGE 149

3/4" EIP FOUND
N: 591850.89
E: 964461.78
NAD83 (2011)

0.16 ACRES
ROAD CLOSURE AREA

1.75 ACRES
(TOTAL)

- LEGEND:**
- EIP = EXISTING IRON PIPE
 - CTP = CRIMPED TOP PIPE
 - RRS = RAILROAD SPIKE
 - IPS - IRON PIN SET 3/8" REBAR WITH CAP
 - R/W = RIGHT OF WAY
 - B.S.L. = BUILDING SETBACK LINE
 - EP = EDGE OF PAVEMENT
 - CMP = CORRUGATED METAL PIPE
 - CPP = CORRUGATED PLASTIC PIPE
 - RCP = REINFORCED CONCRETE PIPE
 - CO = SEWER CLEANOUT
 - = CALCULATED & UNMARKED POINT
 - = PROPERTY CORNER FOUND (AS NOTED)
 - = SET 3/8" REBAR WITH "J.R. OWMBEY" I.D. CAP
 - = FOUND STONE OR MONUMENT (AS NOTED)
 - = UTILITY POLE
 - ⊗ = WATER METER
 - ⊕ = WATER VALVE
 - ⊗ = FIRE HYDRANT
 - ⊕ = TELEPHONE PEDESTAL
 - ⊗ = SANITARY SEWER MANHOLE
 - ⊕ = STORM SEWER MANHOLE
 - = OVERHEAD UTILITY LINE
 - = UNDERGROUND ELECTRIC
 - G— = UNDERGROUND GAS
 - SS— = SANITARY SEWER LINE
 - T— = UNDERGROUND TELEPHONE
 - — — = EDGE OF GRAVEL
 - — — = FENCE
 - — — = SUBJECT PROPERTY LINE (SURVEYED)
 - — — = ADJOINER LINE (LINE NOT SURVEYED)
 - — — = BUILDING SETBACK LINE (B.S.L.)
 - — — = RIGHT-OF-WAY LINE (R/W)
 - — — = TIE LINE
 - — — = SUBJECT PROPERTY LINE (LINE NOT SURVEYED)

I, JARED R. OWMBEY, N.C. PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION AND THAT LOCAL HORIZONTAL AND VERTICAL GRID CONTROL WAS ESTABLISHED FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION, AND THAT THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

- | | |
|--------------------------------------|---------------------|
| (1) CLASS OF SURVEY: | CLASS A |
| (2) POSITIONAL ACCURACY: | HORIZONTAL: 0.05' |
| (3) TYPES OF GPS FIELD PROCEDURE(S): | REAL-TIME KINEMATIC |
| (4) DATES OF SURVEY: | 7-22-2024 |
| (5) DATUM/EPOCH: | NAD 83 2011 |
| (6) PUBLISHED/FIXED CONTROL USE: | NCCS RTN NETWORK |
| (7) GEOD MODEL: | GEOID 18 |
| (8) COMBINED GRID FACTOR(S): | 0.9997718 |
| (9) UNITS: | US FEET |

WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL THIS _____ DAY OF _____, A.D., 20____.

N.C. PROFESSIONAL LAND SURVEYOR

L-4782
LICENSE #

PRELIMINARY
FOR REVIEW PURPOSES ONLY
NOT FOR RECORDING, SALES,
OR CONVEYANCE



I, JARED R. OWMBEY, N.C. PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION, PROPERLY DESCRIBED IN DEED BOOK 4121, PAGE 511; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED BY DASHED LINES AS DRAWN FROM INFORMATION FOUND IN DEED BOOKS AS SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 OR GREATER; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I ALSO HEREBY CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING CATEGORY AS DESCRIBED IN G.S. 47-30(f)(1):

(d) THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL THIS _____ DAY OF _____, A.D., 20____.

N.C. PROFESSIONAL LAND SURVEYOR

L-4782
LICENSE #

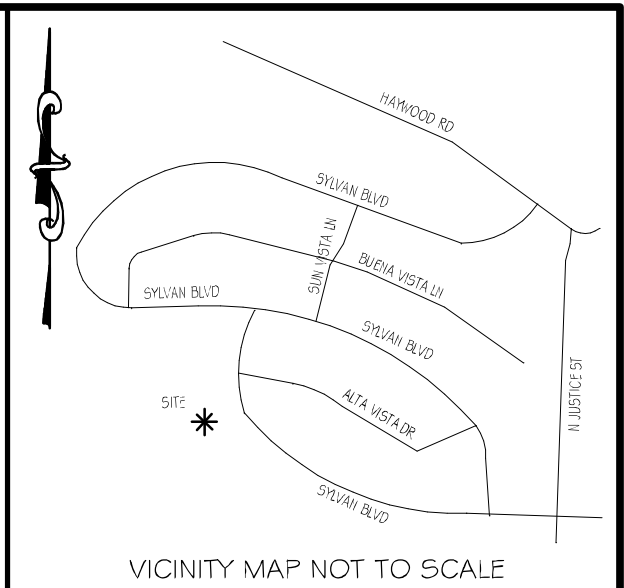


FIRM LICENSE NO. P-1189
522 FLEMING STREET
HENDERSONVILLE, NC 28739
PHONE: (828)-595-9668
MOUNTAINLANDSURVEYOR.COM

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	141.25'	79.50'	78.46'	S 26°34'37" E
C2	141.35'	68.47'	67.80'	S 56°37'49" E
C3	141.35'	13.35'	13.35'	S 72°46'52" E

CALLS ALONG ROAD CLOSURE			
CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C4	136.92'	85.91'	S 36°09'49" E
C5	29.99'	14.31'	S 31°41'17" E
C6	35.21'	51.65'	S 78°16'54" W
C7	21.65'	17.63'	N 05°37'27" E
C8	59.46'	12.54'	N 24°27'42" W
C9	105.09'	44.57'	N 42°45'18" W

LINE	BEARING	DISTANCE
L1	S 81°40'23" E	37.32'
L2	S 25°34'41" E	34.53'
L3	S 40°22'52" E	27.70'
L4	N 03°30'40" E	24.95'
L5	N 86°53'36" W	37.97'
L6	N 50°07'33" E	29.47'
L7	N 46°23'42" E	3.76'



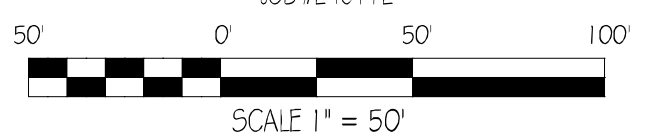
NOTES:

- * ALL AREAS CALCULATED BY COORDINATE COMPUTATION METHOD.
- * THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.
- * THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAYS, EASEMENTS, RESERVATIONS, AND RESTRICTIONS WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.
- * ADJOINING PROPERTY OWNER INFORMATION TAKEN FROM THE HENDERSON COUNTY GIS WEBSITE.
- * NO HORIZONTAL CONTROL FOUND WITHIN 2000'.
- * NO UNDERGROUND UTILITIES WERE LOCATED. CALL 811 OR 1-800-632-4949 BEFORE DIGGING.
- * BASED ON GRAPHICAL DETERMINATION, THE SUBJECT PROPERTY DOES NOT LIE IN A FEMA/FIRM SPECIAL FLOOD HAZARD AREA PER THE NATION FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 3700956900J, WITH AN EFFECTIVE DATE OF OCTOBER 2, 2008.
- * ANY RIVERS, STREAMS, CREEKS, PONDS, LAKES, WETLANDS, ETC., LOCATED ON THIS PROPERTY, SHOWN OR NOT SHOWN HEREON, MAY BE SUBJECT TO BUFFER AREAS. IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO HAVE THE AREAS DESIGNATED BY PERSON(S)/FIRM(S) AUTHORIZED, BY THE PROPER AUTHORITIES, TO MAKE SUCH DETERMINATION.
- * ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
- * THE SUBJECT PROPERTY LIES WITHIN THE CITY OF HENDERSONVILLE ZONING DISTRICT R-10 AND IS SUBJECT TO THE FOLLOWING SETBACKS:
FRONT = 25'
SIDES = 10'
REAR = 10'

CURRENT RECORD OWNER INFORMATION:
THE HOUSING ASSISTANCE CORPORATION
PO BOX 2057
HENDERSONVILLE, NC 28793

MAP OF STREET CLOSURE FOR THE CITY OF HENDERSONVILLE

FOR AN UNOPENED PORTION OF AN UNNAMED STREET
REFERENCES
PIN: 9569-41-8704
DEED BOOK 4121 PAGE 511
PLAT BOOK C PAGE 149
HENDERSONVILLE TOWNSHIP, HENDERSON COUNTY, N.C.
DATE: 4-16-2024
DRAWN BY: D.D. WADDELL FIELD CREW: IMW, RF
CHECKED BY: J.R. OWMBEY
JOB #240112



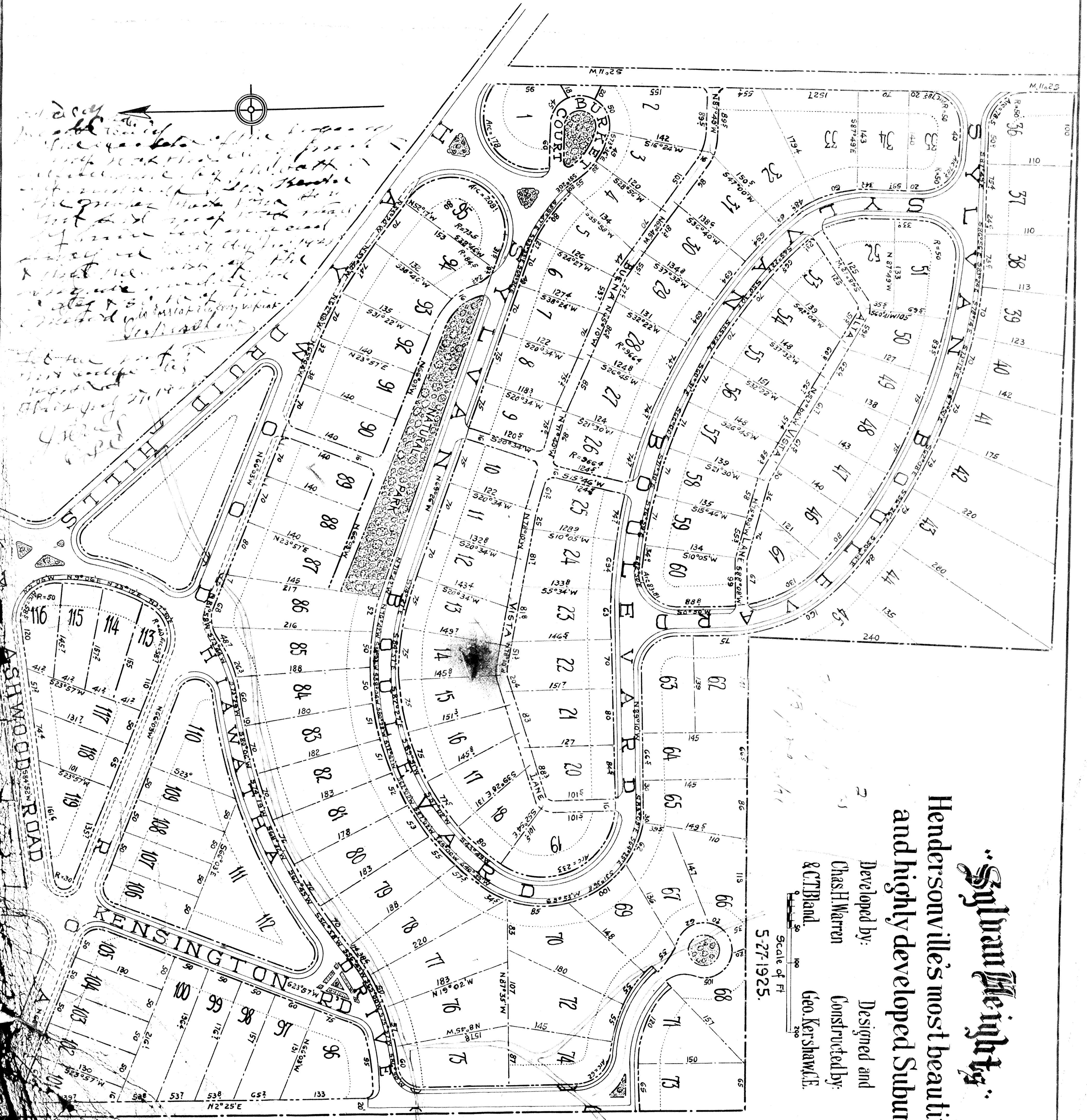
Sylvan Heights

Hendersonville's most beautiful
and highly developed Suburb

Developed by: Chas. H. Warren
Designed and Constructed by: Geo. Kershaw & Co.

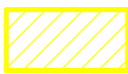
Scale of Ft.
5-27-1925.

Handwritten notes:
The above is a plan of the proposed
subdivision of the land shown
thereon into lots and blocks
for the purpose of building
houses and other buildings
and for the purpose of
improving the same.
The plan is subject to the
approval of the Board of
Public Works and the
City of Hendersonville.
The plan is subject to the
approval of the Board of
Public Works and the
City of Hendersonville.

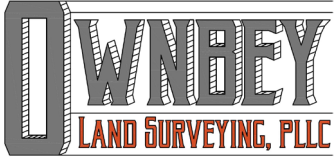




Portion of Unnamed Street
C24-22-SCL
PINs: 9569-41-8704
Acreage: 0.16
Street Closure Map

 Area to be Closed





522 FLEMING STREET
 HENDERSONVILLE, NC 28739
 828-674-9974

JROWNBEYPLS@GMAIL.COM

WWW.MOUNTAINLANDSURVEYOR.COM

April 17, 2024

Legal Description for Road Right-of-Way Closure – Unnamed Road

Beginning at a $\frac{3}{4}$ " existing iron pipe, said pipe having NAD83 (2011) grid coordinates of N: 591,850.69', E: 964,461.78' and standing in the northwest line of the subject parcel currently owned by The Housing Assistance Corporation as described in deed book 4121 page 511; and running thence N $46^{\circ}23'42''$ E 3.76' to a point; thence on a curve to the right with a radius of 136.92' and a chord of S $36^{\circ}09'49''$ E 85.91' to a point; thence on a curve to the left with a radius of 29.99' and a chord of S $31^{\circ}41'17''$ E 14.31' to a point; thence on a curve to the right with a radius of 35.21' and an arc length of 163.27' and a chord of S $78^{\circ}16'54''$ W 51.65' to a point; thence on a curve to the left with a radius of 21.65' and a chord of N $05^{\circ}37'27''$ E 17.63' to a point; thence on a curve to the left with a radius of 59.46' with a chord of N $24^{\circ}27'42''$ W 12.54' to a point; thence on a curve to the left with a radius of 105.09' with a chord of N $42^{\circ}45'19''$ W 44.57' to a point in the western boundary line of subject parcel; thence N $04^{\circ}47'34''$ E 8.88' to a $\frac{3}{4}$ " existing iron pipe; thence N $50^{\circ}07'33''$ E 29.47' to the point and place of beginning. Containing 0.16 acres (7250.9 sq.ft.) and being the unopened of said unnamed street at shown on survey by Ownbey Land Surveying, PLLC, bearing job number 240112.



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

Petition Requesting to Permanently Close a Street/Alley

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

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

A. Property Information

PIN(s): 9569-41-8704

Name of Alley/Street: UnNamed

Are you proposing to close a street or alley? Street Alley

Are you closing all or a portion of the street/ alley? Portion All

B. Property Owner Contact Information

Susan Frady *Susan D. Frady* 4/16/2024

* Printed Applicant Name

Date

Housing Assistance

Printed Company Name (if applicable)

Office Use:

Date Received: _____ By: _____

Corporation Limited Liability Company Trust Partnership

Other: _____

Susan Frady *Susan D. Frady*

Property Owner Signature

Interim Executive Director

Property Owner Title (if applicable)

214 N. King Street

Address of Property Owner

Hendersonville, NC 28792

City, State, and Zip Code

(828) 692-4744

Telephone

susan@housing-assistance.com

Email

C. Additional Property Owner Contact Information (if needed)

* Printed Applicant Name

Date

Printed Company Name (if applicable)

Corporation Limited Liability Company Trust Partnership

Other: _____

Property Owner Signature

Property Owner Title (if applicable)

Address of Property Owner

City, State, and Zip Code

Telephone

Email

D. Additional Property Owner Contact Information (if needed)

* Printed Applicant Name

Date

Printed Company Name (if applicable)

Corporation Limited Liability Company Trust Partnership

Other: _____

Property Owner Signature

Property Owner Title (if applicable)

Address of Property Owner

City, State, and Zip Code

Telephone

Email



This document presented and filed:
12/29/2023 11:45:50 AM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

NORTH CAROLINA DEED OF GIFT

Excise Tax: \$ 0.00

Parcel Identifier No. 1008947 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Hogan & Brewer, PLLC - 229 North Main Street, Hendersonville, NC 28792 - File No. 23-4743

This instrument was prepared by: Sherri L. Brewer

Brief description for the Index: 1.75 acres Sylvan Blvd

THIS DEED made this 29th day of December, 2023, by and between

GRANTOR

GRANTEE

**CLA BUILDERS, INC., A North
Carolina Corporation**

**PO Box 1209
Etowah, NC 28729**

**THE HOUSING ASSISTANCE
CORPORATION, a North Carolina Non-Profit
Corporation**

**PO Box 2057
Hendersonville, NC 28793**

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

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

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

SEE ATTACHED EXHIBIT A.

A portion of property hereinabove described was acquired by Grantor by instrument recorded in Book 1339 Page 186.

All or a portion of the property herein conveyed ____ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in

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

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

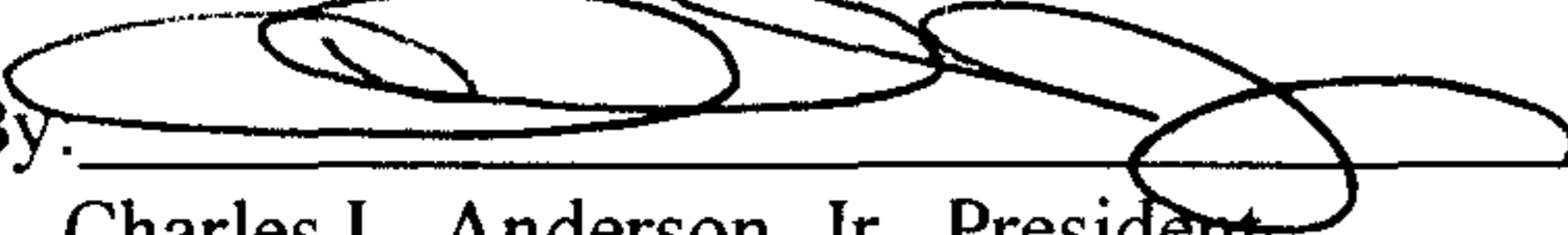
Subject to City of Hendersonville and Henderson County ad valorem taxes.
Subject to Restrictions, Easements, and Rights of Way of Record.

Book 4121
Page 512

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

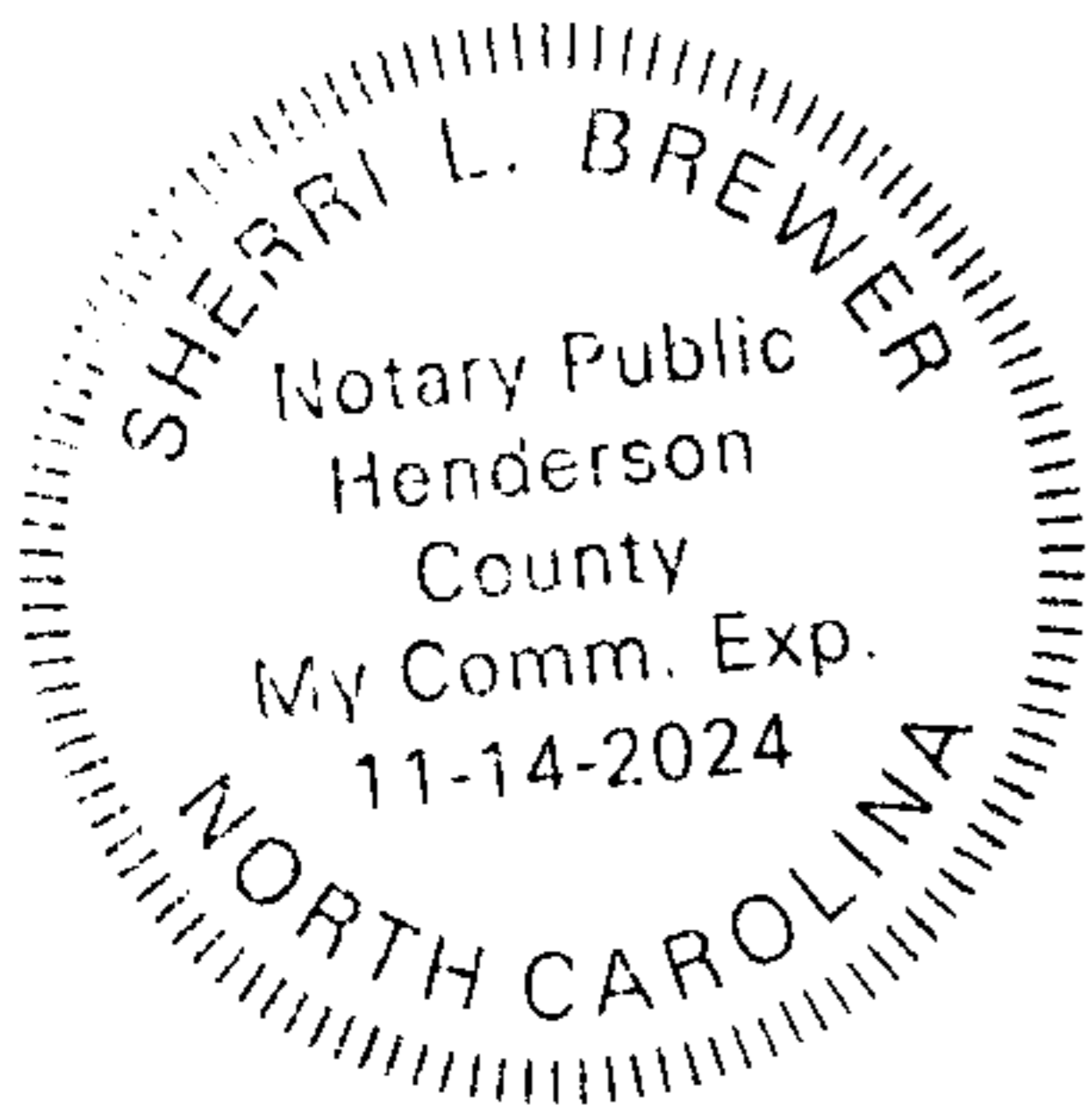
CLA Builders, Inc., A North Carolina Corporation

(SEAL)

By: 
Charles L. Anderson, Jr., President

(SEAL)

State of North Carolina - County of Henderson



I, the undersigned Notary Public of the County and State aforesaid, certify that Charles L. Anderson personally came before me this day and acknowledged that he is the President of CLA Builders, Inc., a North Carolina Corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 29th day of DECEMBER, 2023.

(Affix Seal)

My Commission Expires:
11-14-2024



Sherri L. Brewer Notary Public
Notary's Printed or Typed Name

EXHIBIT A

BEGINNING at an existing iron pin, said pin stands in the southern margin of the right of way for Sylvan Boulevard and in the western margin of the 25 feet wide right of way of Leafy Way Drive, said pin being the northeastern corner of Lot 65 (Plat Cabinet B-149 and see Deed book 299 Page 441, all references herein to the Henderson County Registry) said pin standing South 52 deg 00 min 30 sec East 183.61 feet from the northernmost corner of Lot 67 shown on a plat recorded at Plat Cabinet B-149, thence from said BEGINNING point with the margin of Leafy Way Drive South 21 deg 06 min 42 sec East 156.80 feet to an iron pin; thence South 27 deg 10 min 13 sec East 34.53 feet to an iron pin, thence with the margin of Lots 20 – 22 (Sylvan Heights) South 35 deg 51 min 40 sec East 93.63 feet to an iron pin, thence with the margin of Lots 23 – 25, South 41 deg 06 min 10 sec East 93.45 feet to an iron pin beside a sanitary sewer line, thence leaving the Leafy Way Drive with the margin of Lot 25, North 88 deg 17 min 41 sec West 154.47 feet to an iron pin, thence North 01 deg 51 min 19 sec East 25.09 feet to a point; thence North 88 deg 22 min 10 sec West 37.96 feet to an iron pin; thence with the western margin of Lots 24 – 21, North 00 deg 20 min 35 sec West 100.13 feet to an iron pin; thence with the line of Lot 20 South 89 deg 16 min 38 sec West 67.80 feet to an iron pin beside a creek, thence North 03 deg 20 min 38 sec East 50.74 feet to an iron pin (this is the beginning pint for tract two of Deed Book 952 Page 407, Henderson County Registry), thence (with the lines of Wentz, DB 375, P 359 and DB 1124, P 274) North 88 deg 21 min 28 sec West 210.59 feet to an iron pin in the line now or formerly of Sellers (DB 1187, P 697), thence with said line North 03 deg 13 min 11 sec East 125.58 feet to an iron pin near a creek; thence with the line dividing Lots 67 and 70, North 45 deg 13 min 36 sec East 148.21 feet to an iron pin in the margin of Sylvan Boulevard; thence on a curve with a radius of 141.35 feet following the margin of the right of way of Sylvan Boulevard running to the left South 44 deg 42 min 36 sec East 152.96 feet (and an arc length of 161.62 feet) to an iron pin which is the northwestern corner of Lot 65; thence South 83 deg 21 min 47 sec East 37.34 feet to the point and place of BEGINNING. Containing 1.75 acres more or less according to a survey entitled "Boundary Survey for Charles Anderson, Sylvan Boulevard, Lots 19-25, DB 299-441 Lots 66-69 Plat Cabinet B-149, City of Hendersonville, Henderson County, State of North Carolina" by Freeland-Clinkscales & Associates, Inc. dated October 22, 2007 bearing drawing number H27294.

BEING a consolidated description of Tracts 1 and 2 as described in that deed to Revertia Pegg and Charles Hansley and wife, Donna Hansley recorded in Deed Book 1206, Page 68 of the Henderson County Registry.

ALSO BEING that property conveyed to CLA Builders, Inc. by deed recorded in Deed Book 1339 at Page 186 in the Office of the Register of Deeds for Henderson County, North Carolina.

- The City requested the Engineer to formulate a conceptual strategy for addition of a flow meter at the existing Mills River Pump Station.
- The Engineer is assisting the City with strategy for sampling of water from French Broad River

BUDGET IMPACT: \$ 285,295.00

Is this expenditure approved in the current fiscal year budget? Yes, there are contingencies within the SRF loan funding for the project that will cover the amendment.

If no, describe how it will be funded.

ATTACHMENTS:

Etowah Water Engineering Amendment 8 – Black & Veatch

Resolution # __ - ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO AN AGREEMENT WITH BLACK & VEATCH AS PART OF THE FRENCH BROAD RIVER INTAKE PROJECT

WHEREAS, the French Broad River Intake Project (Project No. 16007) is under construction; and

WHEREAS, an engineering agreement with Black & Veatch was previously executed to complete the construction administration work associated with the project; and

WHEREAS, the construction of the project has been extended as a value engineering measure; and

WHEREAS, the construction timeline extension and supplemental services requested by the City has resulted in the need to amend the agreement with Black & Veatch to cover the extended construction administration, construction observation, and postconstruction services.

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

1. The City Manager is authorized to enter into an Amendment to an Agreement with Black & Veatch for the French Broad River Intake Project, as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Amendment to Professional Services Agreement – See Attached Exhibit Amendment 8 Attachments A and B

Description of Amendment

1. Engineer shall perform Professional Services for the fees shown as provided in the detailed proposal and scope entitled Amendment 8 Attachments A and B.
2. All other terms and conditions of the Agreement dated July 26, 2017 for New French Broad River Intake shall remain in full force and effect.
3. Payment for the services described in Amendment 8 Attachments A and B will be at the rates provided in the Amendment 8 Attachments A and B and shall not exceed \$285,295.00.

The Effective Date of this Amendment is _____.

OWNER: City of Hendersonville

ENGINEER: Black & Veatch International Company

By: _____

By:  _____

Title: _____

Title: Associate Vice President

Date

Date

Signed: _____

Signed: March 14, 2024

I hereby certify that this contract has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director

Date

March 14, 2024

City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

Attention: Mr. Brent Detwiler, PE,
Public Services Director

Subject: New French Broad River Intake & Pumping Station - Amendment 8 Attachment A

Dear Mr. Detwiler:

Due to changes in the scope of services provided, as well as circumstances outside of the control Black and Veatch or the City of Hendersonville, we request a contract amendment to extend our services through the remaining construction duration. A summary of factors which impacted the project is provided herein.

The following items have impacted Black and Veatch’s allotted budget for Construction Phase Services (CPS) as originally planned.

1. Extension of Construction Schedule: At the onset of construction, the duration of construction was set at 720 days (24 months) for substantial completion and 780 days (26 months) for final completion. With Notice to Proceed issued April 5, 2022, this original Substantial Completion was set for April 7, 2024, and Final Completion set at June 6, 2024. As part of Construction Contract Change Order 003, the City granted the contractor’s request for an 85-day extension of the contract due to delays that were beyond the control of the Owner and Contractor. This shifted Substantial Completion to July 2, 2024 and Final Completion to August 30, 2024. This additional duration extends the duration for Black and Veatch and it’s subconsultants to provide Construction Phase Services.
2. Construction activities requiring additional effort: Throughout the project’s construction, several activities arose outside of our control that resulted in the need for effort above and beyond that which was originally planned, including:
 - a. The effort required in managing and overseeing the Contractor’s installation of the Combination King-Pile/Sheet-Pile Wall exceeded what was originally estimated. Several rounds of submittal reviews and coordination calls were required with Contractor and pile-subconsultant in order to approve Contractor’s submittal. Additionally, due to difficulty of driving the piles, the oversight, originally planned for a 1 to 2 week period, stretched to over a month with several mobilizations. This required additional oversight and coordination efforts with our staff and that of our RPR.
 - b. Coordination and management of the supplier of the Owner Furnished Engine Generator was above and beyond what was originally estimated, including

- several rounds of submittal reviews, coordination calls, and general oversight not originally accounted for and outside of our control.
- c. General coordination and management of the installation of the Primary Electric Service by Duke Energy and their subcontractor took more effort than originally estimated, including the need for additional coordination meetings, oversight and management of Duke's subcontractor, and coordination of mitigation of damages to property owner's property during installation.
 - d. Additional engineering design services were required to find solutions for errors on the Contractor's part including, incorrect anchorage of the guardrail at the intake structure, incorrect roof joist dimensions, and incorrect slide gate actuator stands at the intake. A Not-to-exceed budget was agreed upon with the Contractor. The contractor will reimburse the City for the added expense for these design efforts through credit change order.
3. Supplementary Services requested by the City: The following activities were requested by the City during construction that were not included in the original contract scope.
- a. Temporary Pumping Emergency Access Plan (EAP): In response to worsening drought conditions, the City requested Engineer's assistance in formulating and preparing an EAP to enact temporary pumping measures to provide the City's WTP with raw water from the French Broad River. This included discussion/coordination meetings with the City, the City's pump vendor, and NCDEQ, as well as preparation of the EAP document, and submission to/coordination with NCDEQ to secure approval.
 - b. Flow Meter Addition at Mills River Pump Station: The City requested that Engineer formulate a conceptual strategy for addition of a flow meter at the existing Mills River Pump Station. This included coordination calls/meetings with the City as well as preparation of conceptual plans for the Flow Meter installation.
 - c. Raw Water Sampling plan at City's Water Treatment Plant: Assisting City with strategy for sampling of water from French Broad

As a result of these scope impacts, we request an amendment to our Construction Phase Services contract in the amount of \$285,295.00 to enable us to continue to support the project as originally outlined in Contract Amendment 5, for the remainder of the construction duration.

Very truly yours,

BLACK & VEATCH INTERNATIONAL COMPANY



Mike Osborne, PE
Principal/Associate Vice President

AMENDMENT 8

ATTACHMENT B

Project: French Broad River Intake and Pumping Station

COMPENSATION

For the modified Scope of Services identified in Amendment 8 Attachment A, Owner will compensate Engineer a fee not-exceed \$285,295.00 unless authorized by the Owner in writing. Engineer will invoice Owner in accordance with the attached Budget Estimate, plus reimbursable expenses times 1.0, plus subconsultant expenses times 1.10. The estimated cost of each phase of work is included in the Budget Estimate following this page. Owner agrees Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but not exceed the total amount unless approved in writing by the Owner. Standard hourly rates are subject to review and adjustment annually.

For Supplemental Services, City and Engineer will negotiate a written amendment to this Agreement for the additional services.

Engineer will submit to City invoices for Services performed over a monthly period. City agrees to pay Engineer's invoice upon receipt. Invoices will be in Engineer's standard format.

Billing Rate Schedule

For the Scope of Services, Owner will compensate ENGINEER in accordance with the Bill Rate Schedule below, plus reimbursable expenses times 1.0, plus subconsultant expenses times 1.10. Standard hourly rates are subject to review and adjustment annually. Hourly rates effective on the date of this Agreement are as follows:

HOURLY RATE SCHEDULE	
Effective through December 31, 2024	
Principal	\$280-340
Sr. Planning Manager	\$250-330
Sr. Project Manager	\$240-300
Project Manager	\$220-260
Sr. Engineering Manager/Director/QC	\$250-330
Engineering Manager	\$180-240
Sr. Engineer/ Planning Sr. Engineer	\$230-290
Project Engineer	\$155-235
Staff/Planning Engineer 4	\$150-190
Staff/Planning Engineer 3	\$140-175
Staff/Planning Engineer 2	\$130-155
Staff/Planning Engineer 1	\$120-140
Sr. Architect	\$190-270
Architect	\$145-200
Sr. Construction Manager	\$195-270
Construction Manager	\$150-200
Resident Project Representative	\$150-190
Construction Inspector	\$80-160
Sr. Technical Specialist	\$310-350
Technical Specialist	\$170-300
Sr. Engineering Technician	\$155-190
Engineering Technician	\$105-155
BIM Coordinator	\$180-210
BIM Director/QC	\$210-230
BIM Sr. Technician	\$145-185
BIM Technician	\$120-150
Sr. Drafter	\$120-160
Drafter	\$90-130
Sr. Estimator	\$225-275
Estimator	\$170-225
Project Controls	\$100-185
Finance/Accountant	\$100-175
Contracts Manager	\$215-250
Project Biller	\$100-140
Technical Editor	\$150-190
Project Administrator	\$100-140
Clerical	\$75-110

The following expenses are reimbursable work items and will be billed at cost: bulk reproduction of documents (outside reproduction services will be treated as a subconsultant); charges for review of drawings and specifications by government agencies, if any; vehicular transportation costs at the rate established by the Internal Revenue Service; airline tickets, meals, and lodging with out-of-town travel.

Owner: Hendersonville, City Of

Project: French Broad River Intake and PS

1 2 3 4 5 11 12 13 14 21 22 41 51 61 62 63

PHASE/Task	TASK	Principal	Project Admin	Project Controls	Proj Accounting	Project Biller	Sr. Engineering Manager	Engineering Manager	Staff Engineer 2	Field Engineer	Sr Structural Engineer	Structural	Sr. Electrical Engineer	Sr. I&C Engineer	BIM Civil	BIM Mechanical	Bim Electrical/I&C	SUBTOTAL, Hours	SUBTOTAL, Billings \$	SUBTOTAL, EXPENSES	SUBCONTRACTS		TOTAL Billings
		\$300.00	\$115.00	\$155.00	\$140.00	\$115.00	\$295.00	\$225.00	\$145.00	\$185.00	\$250.00	\$210.00	\$280.00	\$280.00	\$155.00	\$155.00	\$155.00				Eilum	S&ME	
(Billing Rate, \$\$, Hr.)																							
WORK BREAKDOWN STRUCTURE																							
PROJECT ADMINISTRATION	4000	8	10	12	6	10	18	32	32	12	-	-	-	-	-	-	-	140	\$ 26,770	\$ 1,000			\$ 27,770
CONSTRUCTION ADMINISTRATION	4100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Submittal Review		-	-	-	-	-	2	4	8	-	-	-	-	-	-	-	-	14	\$ 2,650	\$ -			\$ 2,650
Requests for Information		-	-	-	-	-	6	12	24	4	-	18	-	2	-	-	-	66	\$ 13,030	\$ -			\$ 13,030
Contractor Schedule Review		-	6	8	-	-	-	8	8	-	-	-	-	-	-	-	-	30	\$ 4,890	\$ -			\$ 4,890
Change Orders Management		2	-	-	-	-	6	18	6	-	8	24	18	12	-	-	-	94	\$ 22,730	\$ -			\$ 22,730
FIELD SUPPORT		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
Construction Progress Review Meetings		24	-	-	-	-	12	24	24	-	8	-	12	12	-	-	-	116	\$ 28,340	\$ 3,000			\$ 31,340
Site Visits		24	-	-	-	-	12	32	38	-	12	24	48	48	-	-	-	238	\$ 58,370	\$ 3,000			\$ 61,370
Specialty Inspections		-	-	-	-	-	-	-	-	36	8	-	-	-	-	-	-	44	\$ 8,660	\$ 1,000	\$ 8,000		\$ 18,460
RESIDENT PROJECT REPRESENTATIVE		2	-	-	-	-	-	8	12	24	-	-	4	-	-	-	-	50	\$ 9,700	\$ -	\$ 9,000		\$ 19,600
MATERIALS TESTING SUBCONSULTANT		2	-	-	-	-	2	6	8	4	-	-	-	-	-	-	-	22	\$ 4,440	\$ -	\$ 1,000	\$ 16,000	\$ 23,140
ENGINEERING DESIGN CHANGES FOR CONSTRUCTION (NTE)		-	-	-	-	-	10	20	20	-	14	30	-	-	-	-	-	94	\$ 20,150	\$ -			\$ 20,150
RECORD DRAWINGS		-	-	-	-	-	2	6	16	-	-	-	4	4	32	16	8	88	\$ 15,180	\$ -			\$ 15,180
SUPPLEMENTAL ENGINEERING SUPPORT FOR OWNER (NTE)		-	-	-	-	-	6	18	29	-	8	12	12	12	8	8	8	121	\$ 24,985	\$ -			\$ 24,985
Total, Hours		62	16	20	6	10	76	188	225	80	58	108	98	90	40	24	16	1,117					
Total, Billings		\$ 18,600	\$ 1,840	\$ 3,100	\$ 840	\$ 1,150	\$ 22,420	\$ 42,300	\$ 32,625	\$ 14,800	\$ 14,500	\$ 22,680	\$ 27,440	\$ 25,200	\$ 6,200	\$ 3,720	\$ 2,480		\$ 239,895	\$ 8,000	\$ 19,800	\$ 17,600	\$ 285,295



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer **MEETING DATE:** 05/02/2024
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Utilities
TITLE OF ITEM: NCDOT U-5783 US64 Blythe Street to White Pine Utility Agreement – *Adam Steurer, Utilities Director*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution by the City of Hendersonville for the City Manger to enter into a utility agreement with NCDOT for Project U-5783 US64 Improvements.

SUMMARY:

NCDOT will soon be making roadway improvements to US64 from Blythe Street to White Pine (NCDOT Project U-5783). As part of the project, NCDOT will relocate portions of the City's existing water distribution and sewer collection utility systems that are in conflict with the proposed improvements. Per North Carolina statute the City is responsible for 25% of the costs associated with the relocation and 100% of "betterment" costs to existing utilities. There are several sections of the existing utilities in that area that are undersized and need to be improved. Therefore, there are betterment costs associated with the project. An estimate of utility relocation costs has been provided by NCDOT's consultant detailing all cost responsibilities. Actual City cost responsibility will be based on actual bid prices and actual quantities used.

BUDGET IMPACT: \$1,817,628.91

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

If no, describe how it will be funded. N/A. Project is programmed in the utility CIP.

ATTACHMENTS:

Utility Agreement
Resolution

AGREEMENT OVERVIEW

NORTH CAROLINA
HENDERSON COUNTY

DATE: 4/22/2024

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: U-5783

AND

WBS ELEMENTS: 44354.3.1

CITY OF HENDERSONVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF PROJECT (“Project”): This Project consists of road improvements and modernization from SR 1180 (Blythe Street) to SR 1173 (White Pine Drive)/SR 1186 (Daniel Drive).

ESTIMATED COST TO OTHER PARTY: \$1,817,628.91

PAYMENT TERMS: The Department will invoice the City of Hendersonville upon completion of the Project.

MAINTENANCE: The City of Hendersonville is responsible for all utility maintenance.

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This **Agreement** is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department**, and the **City of Hendersonville**, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-27.1 and 136 27.3; and,

WHEREAS, the **Department** has plans to make certain street and highway constructions and/or traffic control improvements; and,

WHEREAS, the **Municipality** has requested that the **Department** perform work or provide services; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for scoped work to be performed or provided by the **Department** (including construction, reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties** , as of the date of entering the agreement for the above-mentioned project, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include utility relocation, and construction, and/or maintenance as shown in the **PROJECT DELIVERY** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS** Provision and payment as shown in the **COSTS AND FUNDING** Provision.

III. PROJECT DELIVERY REQUIREMENTS

A. CONSTRUCTION

- i. At the request of the **Municipality**, the **Department** shall place provisions in the construction contract for Project U-5783, for the contractor to adjust and relocate utility

lines and/or provide betterment. The work is described as follows: This Utility agreement is for the water and sewer line betterment.

- ii. Said work shall be accomplished in accordance with plan sheets, attached hereto as Exhibit "A", cost estimate attached hereto as Exhibit "B", and project specific provisions, if applicable, attached hereto as Exhibit "C".

B. MAINTENANCE

- i. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the **Municipality** shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the **Municipality** shall release the **Department** from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the **Municipality** shall release the **Department** of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the **Municipality** upon completion of construction of the project and its acceptance by the **Department** from its contractor unless the **Municipality** notifies the **Department**, in writing, to the contrary prior to the **Department's** acceptance of the project.
- ii. The **Municipality** obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the **Department's** right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
- iii. If at any time the **Department** shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the **Municipality's** expense, the **Municipality** binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the **Department**.

IV. COSTS AND FUNDING

A. PROJECT COSTS

- i. The **Municipality** shall be responsible for relocation, and/or betterment, costs for work as shown on the attached Exhibit "A". The estimated cost to the **Municipality** is \$1,817,628.91 as shown on the attached Exhibit "B".
- ii. It is understood by both **Parties** that this is an estimated cost and is subject to change.

B. PAYMENT BY THE MUNICIPALITY

- i. Upon completion of the highway work, the **Department** shall submit an itemized invoice to the **Municipality** for costs incurred. Billing will be based upon the actual bid prices and actual quantities used and shall include charges due to the **Department** for administration and oversight of the work.
- ii. Reimbursement shall be made by the **Municipality** in one final payment within sixty (60) days of said invoice.
- iii. If the **Municipality** does not pay said invoice within sixty (60) days of the date of the invoice, the **Department** shall charge interest on any unpaid balance at a variable rate of the prime plus one percent (1%) in accordance with G.S. 136-27.3.
- iv. Any cost incurred due to additional utility work requested by the **Municipality** after award of the construction contract, shall be solely the responsibility of the **Municipality**. The **Municipality** shall reimburse the **Department** 100% of the additional utility cost.
- v. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality's** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

C. DOWN PAYMENT OR PRE-PAYMENT

At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached "Remittance Guidance". The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. FACSIMILE

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the **Parties** agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

G. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

H. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with **Parties** that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

I. INDEMNIFICATION

To the extent authorized by state and federal claims statutes, the **Municipality** shall be responsible for its actions under the terms of this agreement and save harmless the FHWA (if applicable), the **Department**, and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claim for payment, damages and/or liabilities of any nature, asserted against the **Department** in connection with this Agreement. The **Department** shall not be liable and shall

be held harmless from any and all third-party claims that might arise on account of the **Municipality's** negligence and/or responsibilities under the terms of this agreement.

J. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

K. DOCUSIGN

The **Department** and **Municipality** acknowledge and agree that the electronic signature application DocuSign may be used, at the sole election of the **Department** or the **Municipality**, to execute this Agreement. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the DocuSign application, the **Department** and **Municipality** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes **Department's** signature as if actually signed by the **Department** in writing or the **Municipality's** signature as if actually signed by the **Municipality** in writing. The **Department** and **Municipality** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Department** and **Municipality** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the DocuSign application, will have the same effect as physical delivery of the paper document bearing an original written signature.

L. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF HENDERSONVILLE

FED TAX ID NO: _____

Finance Officer: _____

REMITTANCE ADDRESS:

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: Chief Engineer _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES ONLY)

ATTEST: Authorized Signer: _____

BY: _____ Print Name: _____

TITLE: _____ Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

CITY OF HENDERSONVILLE

FED TAX ID NO: _____ Finance Officer: _____

REMITTANCE ADDRESS: _____ Print Name: _____

_____ Date Signed: _____

DEPARTMENT OF TRANSPORTATION (DocuSign)

BY: _____

TITLE: _____

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

RESOLUTION BY THE CITY OF HENDERSONVILLE FOR THE CITY MANAGER TO ENTER INTO A UTILITY AGREEMENT WITH NCDOT FOR PROJECT U-5783 US64 IMPROVEMENTS

WHEREAS, the North Carolina Department of Transportation (NCDOT) plans to make improvements to US64 from Blythe Street to White Pine (NCDOT Project U-5783); and

WHEREAS, NCDOT will relocate portions of the City's existing water distribution and sewer collection utility systems that are in conflict with the proposed roadway improvements; and

WHEREAS, per North Carolina statute the City is responsible for 25% of the costs associated with the relocation and 100% of "betterment" costs to existing utilities; and

WHEREAS, NCDOT has provided an agreement with estimated utility relocation cost responsibilities. Actual City cost responsibility will be based on actual bid prices and actual quantities used

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

- 1. The City Manager is authorized to execute a utility agreement with NCDOT for Project U-5783 US 64 Improvements in the total estimated amount of \$1,817,628.91.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

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

Resolution # _____

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

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

WHEREAS, the City’s WTP utilizes Bicarbonate; and,

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

WHEREAS, Bicarbonate is a proprietary blend called Alkalinity First and is only available from one source of supply in this area as they are the only authorized area distributor; and,

WHEREAS, this is a granular technical grade Bicarbonate, which ensures consistent levels of alkalinity that other products cannot offer. If we utilized other products with lesser alkalinity levels and lesser quality composition, this could clog our feed system and cause numerous maintenance issues. Thus, it is vital that we utilize this product as standardization is important; and,

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

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

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May, 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey **MEETING DATE:** 06/01/2023
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance, WTP
TITLE OF ITEM: Sole Source and Standardization Purchase of Ortho Phosphate- *Logan Hickey, Ricky Levi*

SUGGESTED MOTION(S):

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

SUMMARY:

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

BUDGET IMPACT: \$70,000.00

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

ATTACHMENTS:
Resolution

Resolution # _____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION PURCHASE OF ORTHO PHOSPHATE FOR THE WATER TREATMENT PLANT

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

WHEREAS, the City’s WTP utilizes Ortho Phosphate; and,

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

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

WHEREAS, This Ortho Phosphate blend is only available from one source of supply and needs to be standardized for use at the City. While there are alternative products in the market, no other vendors offer this particular blend; and,

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

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Ortho Phosphate from Worx for FY24/25 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May, 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Resolution # _____

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

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

WHEREAS, the WTP utilizes Coagulant; and,

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

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

WHEREAS, The City is recommending use of a different Coagulant formula which is sole source thru a different vendor. The City has completed both jar testing and actual plant testing with this new vendor’s formula and has found it to work very well in our treatment process without the issues which had developed with the previous vendor’s solution. We believe it will provide a more stable formula for storage in the bulk tanks and will stay in solution better for a longer period of time. The vendor has also offered to install tank monitoring equipment in all 3 tanks to enhance ordering and quality control measures of the chemical. This will occur on a cell phone app for both City staff and the vendor to view. The new vendor will also clean the tanks at no cost to the City every 24 months or as needed; and,

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

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

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

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

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Coagulant from CedarChem for FY24/25 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2st day of May, 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

April 10, 2024



ZETA SOLUTIONS

Zeta Solutions
4 Long Shoals RD
STE B466
Arden, NC 28704
zetawatersolutions.com

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

PRODUCT	DESCRIPTION	PRICE	LEAD TIME
ZetaSOL 2493	45,000 – LB. FTL Bulk	\$0.271/Lb. DELIVERED	5 – 7 Business Days

Pricing is delivered and includes all fuel surcharges and shipping costs. Pricing is firm until 6/1/25! We are grateful for the opportunity to partner with you! If you have any questions or would like to place your order, please contact one of our representatives below.

Zac Fagan
(704) 441-4142
Zac.Fagan@zetawatersolutions.com

Sam Lindmark
(859) 489-6763
Lindmark@zetawatersolutions.com



ZETA SOLUTIONS

April 10, 2024

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

RE: ZetaSOL 2493

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

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

Thank you.

Sincerely,

Zac Fagan

Zac Fagan
CEO
Zeta Solutions LLC

cc: Sam Lindmark

ATTACHMENTS:

Resolution

Sole Source Letter

Quote

TO MAYOR & COUNCIL
APPROVAL: May 02, 2024

FISCAL YEAR 2024
FORM: 05022024-01

BUDGET AMENDMENT

FUND 301

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
301-0000-420050-G2403	Grant Revenue	-	40,000	-	40,000
301-7855-550102-G2403	Capital Outlay - Services and Fees	-	40,000	-	40,000
FUND 301	TOTAL REVENUES	-	40,000	-	-
	TOTAL EXPENDITURES	-	40,000	-	-

A budget amendment reflecting the adoption of a grant project ordinance (GPO, #G2403). The City was awarded \$40,000 from the Community Waste Reduction and Recycling Program by the NC Department of Environmental Quality (NCDEQ) on April 1, 2024.

The City Manager and City Clerk certify budget ordinance amendment 05022024-01 was approved by City Council on May 02, 2024.

City Manager

Date

City Clerk

Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer **MEETING DATE:** May 2, 2023

AGENDA SECTION: CONSENT **DEPARTMENT:** Engineering

TITLE OF ITEM: Utility Extension Agreement for the 1202 Greenville Highway Townhomes Subdivision – *Adela Gutierrez-Ramirez, Civil Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with 1202 Greenville Hwy, LLC., for the 1202 Greenville Highway Townhomes Subdivision as presented and recommended by staff.

SUMMARY:

The 1202 Greenville Highway Townhomes Subdivision located off Greenville Highway in Hendersonville proposes to extend the City's water and sewer systems to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water and sewer utility line extension processes and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: \$0

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

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

PROJECT NUMBER: 22129

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – 1202 Greenville Highway Townhomes Subdivision

Map showing 1202 Greenville Highway Townhomes Subdivision parcel

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

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

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 20___, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **1202 GREENVILLE HWY, LLC**, a North Carolina limited liability company, herein referred to as "Developer,"

WITNESSETH:

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

Consisting of +/- 6.91 acres, and being all of that real property described in that deed recorded in Deed Book 4067 at page 84, Henderson County registry, having a PIN of 9578-01-3440, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as 1202 Greenville Hwy Townhomes (project number 22129); and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

Being and consisting of: 1) Water Extension consisting of +/- 1,150 lineal feet of 6" water line (DIP/CL 350), connecting to an existing 8" water main along Greenville Highway, together with all hydrants, valves, meters, and other related appurtenances; and 2) and Sanitary Sewer Extension consisting +/- 934 lineal feet of 8" sewer line (PVC/SDR 35), connecting to the existing manhole 1852, together with all manholes and other related appurtenances. 1) and 2) are hereinafter collectively referred to as the "New Infrastructure." The New Infrastructure is more particularly shown and described on those construction plans and specifications, dated March 11, 2024, prepared by Civil Design Concepts, P.A., Inc. a Civil

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

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

WHEREAS, the Property is not located within the City's municipal boundaries but is located within the Town of Fletcher, North Carolina; and

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

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

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

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

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

(sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

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

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

- 5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.
- 9. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be

greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

10. Developer shall submit the name, address, and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information.
11. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
12. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
13. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
14. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
15. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
16. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
17. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The

Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.

- 18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
- 19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.
- 20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
- 21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
- 22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized

representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow.

- 23. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and “substantial compliance” shall not apply.

- 24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, “final acceptance” as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.

- 25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.

- 26. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City’s legal counsel. Such consent by the City and approval by the City’s legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.

- 27. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.

- 28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the

City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.

29. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.

30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.

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

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

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

DEVELOPER: 1202 GREENVILLE HWY, LLC,
an North Carolina Limited Liability Company

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)
(signature)

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

Printed name: _____

Title: _____

STATE OF _____ COUNTY OF _____

I, _____ a Notary Public of County and State aforesaid, certify that _____ in their capacity as _____ of 1202 Greenville Hwy, LLC, appeared before me this day, acknowledging to me the execution of the foregoing document as a duly authorized act of 1202 Greenville Hwy, LLC.

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

Resolution # __-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH 1202 GREENVILLE HWY, LLC. FOR THE 1202 GREENVILLE HIGHWAY TOWNHOMES

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

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

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

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

WHEREAS, 1202 Greenville Hwy, LLC., the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water and sewer services to the 1202 Greenville Highway Townhomes.

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

1. The Utility Extension Agreement with 1202 Greenville Hwy, LLC., the “Developer” and “Owner” to provide water and sewer service to the 1202 Greenville Highway Townhomes is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

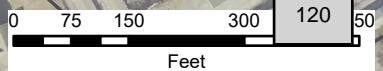
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE UTILITY AVAILABILITY 1202 Greenville Hwy Townhomes

1202 Greenville Hwy Townhomes
PIN: 9578-01-3440
Hendersonville Fire Department

Sewer Layers

- Gravity Main
 - Proposed Gravity Main
 - Public Gravity Main
 - Abandoned
- Water Layers**
- Fire Hydrants
 - City Fire Hydrant
- Water Main
 - City Water Main
 - Private Fire Line
 - Abandoned Water Main



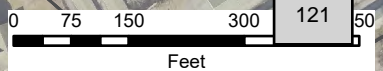
The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

CITY OF HENDERSONVILLE
UTILITY AVAILABILITY
1202 Greenville Hwy Townhomes

Section 5, Item J.

1202 Greenville Hwy Townhomes
 PIN: 9578-01-3440
 Hendersonville Fire Department

- Sewer Layers**
- Gravity Main
 - Proposed Gravity Main
 - Public Gravity Main
 - Abandoned
 - Water Layers**
 - Fire Hydrants
 - City Fire Hydrant
 - Water Main
 - City Water Main
 - Private Fire Line
 - Abandoned Water Main



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

AMENDED Grant Project Ordinance (#G2101) for The City of Hendersonville American Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds

BE IT ORDAINED by the Governing Board 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: This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The City of Hendersonville’s total allocation is **\$4,511,799.71**. These funds may be used for the following categories of expenditures, to the extent authorized by state law.

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff; and,
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, impacted industries, and the public sector; and,
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic; and,
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet.

Section 2: The following amounts are appropriated for the project(s) and authorized for expenditure:

Internal Project Code	Project Description	Expenditure Category (EC)	Appropriation of ARP/CSLFRF Funds
G2101	General Fund - Administration Salaries from July 1, 2022-January 31, 2023	6.1	\$290,252
G2101	General Fund - Finance salaries from July 1, 2022- January 31, 2023	6.1	\$134,545
G2101	General Fund - Engineering salaries from July 1, 2022- January 31, 2023	6.1	\$112,432
G2101	General Fund -Development Assistance salaries from July 1, 2022- January 31, 2023	6.1	\$223,557
G2101	General Fund - Police salaries from July 1, 2022- January 31, 2023	6.1	\$1,905,239
G2101	General Fund - Fire salaries from July 1, 2022- January 31, 2023	6.1	\$1,220,948
G2101	General Fund -Public Works salaries from July 1, 2022- January 31, 2023	6.1	\$624,826.71
Total			\$4,511,799.71

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

ARP/CSLFRF Funds:	\$4,511,799.71
Total:	\$4,511,799.71

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

Section 5: The Finance Officer is hereby directed to report the financial status of the project to the Hendersonville City Council on a quarterly basis.

Section 6: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to the Hendersonville City Council.

Section 7: This grant project ordinance is effective as of March 3, 2021, and expires on December 31, 2026, or when all the ARP/CSLFRF funds have been obligated and expended by the City of Hendersonville, whichever occurs sooner.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer **MEETING DATE:** May 2, 2023

AGENDA SECTION: CONSENT **DEPARTMENT:** Engineering

TITLE OF ITEM: Utility Extension Agreement for the Farmhouse at Tap Root Apartments – *Adela Gutierrez-Ramirez, Civil Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Orange Capital Advisors, LLC, Phillip Keith Gilliam, Mary Louise Corn, Michael R. Corn, S.E. Johnston Iii, Kathy G. Johnston, William Franklin Johnston, Nancy M. Johnston, Timothy Marcus Johnston, and Bradley Arnold Johnston for the Farmhouse at Tap Root Apartments as presented and recommended by staff.

SUMMARY:

The Farmhouse at Tap Root Apartments located off Butler Bridge Road in Henderson County proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: \$0

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

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

PROJECT NUMBER: 23102

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Farmhouse at Tap Root

Map showing Farmhouse at Tap Root parcel

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

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

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 20___, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City"; and **ORANGE CAPITAL ADVISORS, LLC**, a South Carolina limited liability company, **PHILLIP KEITH GILLIAM, MARY LOUISE CORN, MICHAEL R. CORN, S.E. JOHNSTON III, KATHY G. JOHNSTON, WILLIAM FRANKLIN JOHNSTON, NANCY M. JOHNSTON, TIMOTHY MARCUS JOHNSTON**, and **BRADLEY ARNOLD JOHNSTON**, herein collectively referred to as "Developer,"

WITNESSETH:

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

Consisting of +/- 20.39 acres, and being 1) that +/-19.12 acre tract identified as "LOT F" on that Plat recorded in Plat Book 2021 at Slide 13670, Henderson County registry, having a PIN of 9652-12-2330, and 2) that +/- 1.25 acre tract described in a Deed recorded in Deed Book 1079 at page 177, Henderson County registry, having a PIN of 9652-01-5834, 1) and 2) hereinafter collectively referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Farmhouse at Tap Root (project number 23102); and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

Being and consisting of: Water Extension consisting of +/- 2,191 lineal feet of 8" water line (DIP/CL 350), connecting to an existing 16" water main along Butler Bridge Road, together with all hydrants, valves, meters, and other related appurtenances, hereinafter collectively referred to as the "New Infrastructure."

The New Infrastructure is more particularly shown and described on those construction plans and specifications, dated March 13, 2024, prepared by Civil Design Concepts, P.A., Inc. a Civil Engineering firm, said plans being incorporated herein by reference. It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

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

WHEREAS, the Property is not located within the City's municipal boundaries but is located within the Town of Fletcher, North Carolina; and

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

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

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

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

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

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

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

5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable, and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.
9. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least

seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

10. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information.
11. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
12. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
13. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
14. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
15. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
16. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.

17. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.
18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses, and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.
20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct

defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow.

23. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.
24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
26. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
27. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules, or regulations.

28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.

29. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.

30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.

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

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

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

DEVELOPER: ORANGE CAPITAL ADVISORS, LLC,
a South Carolina Limited Liability Company

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)
(signature)

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

Printed name: _____

Title: _____

STATE OF _____ COUNTY OF _____

I, _____ a Notary Public of County and State aforesaid, certify that _____ in their capacity as _____ of Orange Capital Advisors, LLC, appeared before me this day, acknowledging to me the execution of the foregoing document as a duly authorized act of Orange Capital Advisors, LLC.

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

Grantor:

Phillip Keith Gilliam

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public of the State and County aforesaid, certify that **Phillip Keith Gilliam** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this ___ day of _____, 20__.

Notary Public

My commission Expires: _____

Grantor:

Mary Louise Corn

Michael R. Corn

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public of the State and County aforesaid, certify that **Mary Louise Corn and Michael R. Corn** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this __ day of _____, 20__.

Notary Public

My commission Expires: _____

Grantor:

S.E. Johnston, III

S.E. Johnston, III

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public of the State and County aforesaid, certify that **S.E. Johnston III and Kathy G. Johnston** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this ___ day of _____, 20__.

Notary Public

My commission Expires: _____

Grantor:

William Franklin Johnston

Nancy M. Johnston

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public of the State and County aforesaid, certify that **William Franklin Johnston and Nancy M. Johnston** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this __ day of _____, 20__.

Notary Public

My commission Expires: _____

Grantor:

Timothy Marcus Johnston

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public of the State and County aforesaid, certify that **Timothy Marcus Johnston** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this __ day of _____, 20__.

Notary Public

My commission Expires: _____

Grantor:

Bradley Arnold Johnston

STATE OF _____

COUNTY OF _____

I, _____ a Notary Public of the State and County aforesaid, certify that **Bradley Arnold Johnston** personally appeared before me this day and acknowledged the execution of the foregoing instrument.

WITNESS my hand and official stamp or seal, this __ day of _____, 20__.

Notary Public

My commission Expires: _____

Resolution # __-__

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH ORANGE CAPITAL ADVISORS, LLC, PHILLIP KEITH GILLIAM, MARY LOUISE CORN, MICHAEL R. CORN, S.E. JOHNSTON III, KATHY G. JOHNSTON, WILLIAM FRANKLIN JOHNSTON, NANCY M. JOHNSTON, TIMOTHY MARCUS JOHNSTON, AND BRADLEY ARNOLD JOHNSTON FOR THE FARMHOUSE AT TAP ROOT APARTMENTS

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

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

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

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

WHEREAS, Orange Capital Advisors, LLC, the “Developer”, and Phillip Keith Gilliam, Mary Louise Corn, Michael R. Corn, S.E. Johnston III, Kathy G. Johnston, William Franklin Johnston, Nancy M. Johnston, Timothy Marcus Johnston, and Bradley Arnold Johnston, the “Owners”, the “Developer” and “Owners”, will enter into a Utility Extension Agreement with the City to provide water service to the Farmhouse at Tap Root Apartments.

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

1. The Utility Extension Agreement with Orange Capital Advisors, LLC, the “Developer”, and Phillip Keith Gilliam, Mary Louise Corn, Michael R. Corn, S.E. Johnston III, Kathy G. Johnston, William Franklin Johnston, Nancy M. Johnston, Timothy Marcus Johnston, and Bradley Arnold Johnston, the “Owners”, the “Developer” and “Owners” to provide water service to the Farmhouse at Tap Root Apartments is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE UTILITY AVAILABILITY The Farmhouse at Tap Root

The Farmhouse at Tap Root
PINs: 9652-12-2330,
9652-01-5834
Fletcher Fire District

Project Area

Sewer Layers

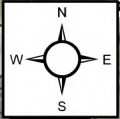
- Gravity Main
- Public Gravity Main
- Public Force Main
- Proposed Gravity Main
- Abandoned

Water Layers

- City Fire Hydrant
- Water Main**
- City Water Main
- Raw Water Main
- Private Fire Line
- Proposed Water Main
- Abandoned Water Main

Road Layers

- State Maintained Road
- Non-State Maintained Road



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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer **MEETING DATE:** May 2, 2023

AGENDA SECTION: CONSENT **DEPARTMENT:** Engineering

TITLE OF ITEM: Utility Extension Agreement for the Copart Fletcher Auto Auction – *Adela Gutierrez-Ramirez, Civil Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Copart of Connecticut, Inc., for the Copart Fletcher Auto Auction as presented and recommended by staff.

SUMMARY:
 The Copart Fletcher Auto Auction located off Mills Gap Road in Fletcher proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: \$0

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

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

PROJECT NUMBER: 23119 **PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:
 Utility Extension Agreement – Copart Fletcher Auto Auction
 Map showing Copart Fletcher Auto Auction parcel

Resolution # __-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH COPART OF CONNECTICUT, INC. FOR THE COPART FLETCHER AUTO AUCTION

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

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

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

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

WHEREAS, Copart of Connecticut, Inc., the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water services to the Copart Fletcher Auto Auction.

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

1. The Utility Extension Agreement with Copart of Connecticut, Inc., the “Developer” and “Owner” to provide water service to the Copart Fletcher Auto Auction is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Becker, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

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

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of _____, 20___, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **COPART OF CONNECTICUT, INC.**, a Connecticut corporation, herein referred to as "Developer,"

WITNESSETH:

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

Consisting of +/- 57.70 acres, and being all of that real property described in that deed recorded in Deed Book 3981 at page 387, Henderson County registry, and being "Tract II" on that Plat recorded in Plat Book 2021 at Slide 13580, Henderson County registry, having a PIN of 9663-10-2350, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Copart Fletcher (project number 23119); and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

Being and consisting of: Water Extension consisting of +/- 835 lineal feet of 8" water line (DIP/CL 350), connecting to an existing 10" water main along Mills Gap Road, together with all hydrants, valves, meters, and other related appurtenances; hereinafter collectively referred to as the "New Infrastructure". The New Infrastructure is more particularly shown and described on those construction plans and specifications, dated December 29, 2023, prepared by FEI Civil Engineers and Land Surveyors, Inc. a Civil Engineering firm, said plans being incorporated herein by reference. It is understood and agreed that the

New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

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

WHEREAS, the Property is not located within the City's municipal boundaries but is located within the Town of Fletcher, North Carolina; and

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

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

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

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

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

as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified, and accepted.

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

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

5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable, and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.
9. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

10. Developer shall submit the name, address, and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information.
11. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
12. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
13. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
14. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
15. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
16. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
17. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which

any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.

18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.
20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period.

For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow.

23. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and “substantial compliance” shall not apply.
24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, “final acceptance” as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
26. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City’s legal counsel. Such consent by the City and approval by the City’s legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.
27. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules, or regulations.
28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City’s full cost and expense incurred.

29. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.

30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.

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

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

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

DEVELOPER: COPART OF CONNECTICUT, INC,
a Connecticut corporation

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)
(signature)

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

Printed name: _____

Title: _____

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of County and State aforesaid, certify that _____ in their capacity as _____ of Copart of Connecticut, Inc., appeared before me this day, acknowledging to me the execution of the foregoing document as a duly authorized act of Copart of Connecticut, Inc.

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

CITY OF HENDERSONVILLE UTILITY AVAILABILITY Copart - Fletcher



Copart - Fletcher
PIN: 9663-10-2350
Town of Fletcher
Town Manager: Mark Biberdorf
Fletcher Town Fire District
Fire Chief: Greg Garland

Sewer Layers

- Public Gravity Main
- Public Force Main
- Proposed Gravity Main
- Abandoned

Water Layers

Fire Hydrants

- City Fire Hydrant

Water Main

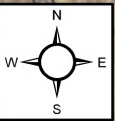
- City Water Main
- Raw Water Main
- Private Fire Line
- Proposed Water Main
- Abandoned Water Main

Road Layers

- State Maintained Road
- Non-State Maintained Road



OCTOBER 2023



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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer **MEETING DATE:** 05/02/2024
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Utilities
TITLE OF ITEM: Water and Sewer System Development Fees (SDFs) – *Adam Steurer, Utilities Director*

SUGGESTED MOTION(S):

I move City Council adopt a System Development Fee Analysis, amend Chapter 52 Article I and II of the City Code of Ordinances to adopt and implement a System Development Fee.

SUMMARY:

In 2022 Hendersonville City Council directed Staff to further pursue information on water and sewer System Development Fees (SDFs). SDFs are a one-time fee paid by new development requiring water and/or sewer services to recover a portion or all of the cost of constructing water and/or sewer system capacity. In general, SDFs are based upon the costs of current and/or future utility infrastructure including, but not limited to, water supply facilities, treatment facilities, effluent disposal facilities, and transmission mains. SDFs serve as the mechanism by which growth can “pay its own way” and minimize the extent to which existing customers must bear the cost of facilities that will be used to serve new customers. Currently, the City does not assess SDFs and therefore does not recover the cost of providing water and sewer capacity from new development connecting to the utility systems.

Staff have worked with a qualified financial professional consulting firm, Stantec, to explore various SDF scenarios and impacts. Stantec has prepared a SDF Fee Analysis Report, which was available on the City’s website for public comment. A public hearing was conducted on March 7, 2024. Staff received further direction at the April 4, 2024 council meeting and have revised the proposed ordinance accordingly for consideration.

BUDGET IMPACT: N/A

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

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

ATTACHMENTS:

DRAFT Water and Sewer System Development Fee Ordinance
Water and Sewer System Development Fee Analysis Report

Draft ordinance. If adopted, the final ordinance may differ from this draft by direction received from the Council at the meeting to be held on May 2, 2024 at 5:45 pm, City Operations Center, 305 Williams St, Hendersonville, NC.

Ordinance # ____ - ____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT A SYSTEM DEVELOPMENT FEE ANALYSIS, TO AMEND CHAPTER 52 ARTICLE I AND II OF THE HENDERSONVILLE CITY CODE OF ORDINANCES AND TO ADOPT AND IMPLEMENT A SYSTEM DEVELOPMENT FEE

WHEREAS, the City Council of the City of Hendersonville (“City Council”) advertised a public hearing held on March 7, 2024 indicating its intent to establish and implement a System Development Fee ("SDF") for water and sewer services in accordance with North Carolina General Statute 162A Article 8 titled "System Development Fees"(the "Act") effective July 1, 2018, and N.C.G.S. § 160A-314; and

WHEREAS, the City Council has the obligation to ensure there is sufficient water and sewer capacity available for public health and welfare of the community; and

WHEREAS, the City Council is of the opinion and declares SDFs as the mechanism for the growth requiring water and sewer service(s) to contribute to the cost for the City to provide water and sewer service capacity and to minimize the extent in which existing customers must bear the cost to construct water and sewer capacity infrastructure and facilities; and

WHEREAS, the City Council advertised a public hearing held March 7, 2024 indicating its intent to adopt and implement SDFs through the adoption of this Ordinance to approve the system development fee analysis, to amend Chapter 52, Article I and II of the City of Hendersonville Code of Ordinances, and to adopt and implement SDFs for the City of Hendersonville water and sewer services.

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

Section I. Amendment to Chapter 52, Article I of the City of Hendersonville Code of Ordinances

There shall be added the following section 52-14 to Chapter 52, Article I of the City of Hendersonville Code of Ordinances, Commitment of Service.

Sec. 52-14. Commitment of Service.

Utility service shall be deemed committed for single family dwelling units, multifamily dwelling units, and nonresidential structures and uses of land as follows:

- (1) Utility service has already been established as of effective date of this ordinance, meaning that a meter has been set by the City and utility service is actually being provided by the City as of the effective date of this ordinance; or
- (2) For new service applied for before July 1, 2024, (a) a complete application for utility service has been received or application has been made no more than 30 days prior; (b) all applicable fees required for the new meter have been received by the City and (c) a building permit has been issued (not required for open uses of land involving no structures) or application has been made no more than 30 days prior; or
- (3) A letter of commitment has been issued pursuant to Section 52-27(6) of this chapter.

Section II. Amendment to Chapter 52, Article II of the City of Hendersonville Code of Ordinances, Rates and Charges.

There shall be added the following new sections to Chapter 52, Article II of the City of Hendersonville Code of Ordinances, Rates and Charges.

Sec. 52-57. System Development Fees.

- (1) Methodology Used in Development of SDFs. In accordance with the Act, the cost for additional capacity to serve new customers was determined by a qualified financial professional and was estimated on a per gallon per day ("gpd") of existing customers across various customer type categories. The City engaged Stantec Consulting Services, Inc. to complete a written analysis to determine such cost and to develop cost-justified water and sewer SDFs, such analysis to be posted on the City's website, as updated from time to time (the "SDF Report"). The City Council finds that the written analysis process began on September 9, 2022. The SDF was determined by using the Combined Approach, which takes a combination of the Buy-In and Marginal Incremental approaches and uses existing assets and capacity and combines that with planned capital improvements and additional capacity that will be constructed to calculate a blended value of both the existing and expanded system capacity. The cost of capacity per gallon per day (gpd) was calculated to be \$7.01 per gpd for water system capacity and \$11.04 per gpd for sewer system capacity.

(2) Adoption of the SDF Report. The SDF Report prepared by Stantec Consulting Services, dated October 30, 2023, is hereby adopted.

(3) Definitions.

- (a) *Application* means an application, submitted to the appropriate governmental authority, for a permit, approval, or service, or for an approval or an authorization to undertake a regulated activity. An application will not be considered complete until all form(s), documents, plans, studies or other information required by law or by policy of the issuing agency have been submitted and all fees required for the application to be processed have been paid.
- (b) *Completeness determination* means the process of determining if an application is or is not complete.
- (c) *Development* means:
 - i. The subdivision of land;
 - ii. One or more, or the addition, construction or expansion of one or more, dwelling units, buildings, structures or uses on a single tract of land, whether such tract of land is within a subdivision or not; or
 - iii. One or more, or the addition, construction, or expansion of one or more dwelling units, buildings, structures or uses that are being developed under a common scheme of development on more than one tract of land, whether such tracts of land are within a subdivision or not.
- (d) *Development permit* means an administrative or quasi-judicial approval that is written and that is required prior to commencing development or undertaking a specific activity, project or development proposal pursuant to a land development regulation, including zoning compliance permits, site plan approvals, special use permits, variances, certificates of appropriateness, plat approvals, development agreements, state agency permits for development, driveway permits, or erosion and sedimentation control permits.
- (e) *Increase in capacity necessary to serve a development* means new development that requires additional water or sewer capacity to serve a development than is being provided to the development prior to the new development. As an example, for a subdivision approved for the construction of an individually metered residential dwelling unit on each lot within the subdivision, it is the construction of each residential dwelling unit based on that dwelling unit's heated square footage within the subdivision that causes an increase in capacity necessary to serve the subdivision rather than the subdivision itself, and thus the construction of each new individually metered dwelling unit would be considered new development as defined in Subsection 52-57(3)(i)(ii). As another example, for an existing

commercial, multi-building development served by a master meter, the addition of a new building within the multi-building development would not be an increase in capacity necessary to serve a development if the existing master meter serving the development is of sufficient size to serve the both the new building and the existing buildings within the development, and thus the addition of the new building would not be considered new development. As a third example, for a multi-family master metered residential development, the addition of each new residential dwelling unit will increase the capacity required to serve the development and thus each new residential dwelling unit would be considered new development as defined in Subsection 57(3)(i)(ii). As fourth example, for an existing individually metered single family dwelling unit with 2,000 heated square feet, either the addition of 1,501 heated square footage or an accessory dwelling unit of 1,501 heated square footage will increase the capacity required to serve the development and therefore either increase in heated square footage would be considered new development as defined in Subsection 57(3)(i)(ii).

- (f) *Individually metered* means that a building, structure or use of land has a unique meter serving such building, structure or use of land, and serving no other building, structure or use of land. Notwithstanding the foregoing, a primary dwelling unit and its accessory dwelling unit shall, for purposes of this Section 52-57, be considered as a single residential dwelling unit that is individually metered if they are served by the same meter.
- (g) *Letter of commitment* means a letter issued by the City of Hendersonville approving the provision of water or sewer capacity for new development. Notwithstanding the issuance of a Letter of Commitment, water or sewer capacity shall not be deemed “committed” by the City of Hendersonville until the circumstances outlined in Subsection 52-57 (7), below, have occurred for the new development.
- (h) *Master meter* means a water meter serving a common parcel with a single or multiple structures under single ownership generally containing residential leased units, or commercial/industrial sites. Common residential master metered uses include but are not limited to multi-family apartments, condominiums, mobile home parks, RV parks, and tiny home parks.
- (i) *New Development* means any of the following occurring after January 1, 2024, which increased or increases the capacity necessary to serve a development. It is specifically acknowledged that one or more of the following may occur and increase the capacity necessary to serve a particular development, and therefore one or more of the following may trigger the assessment of a system development fee for the same development. Notwithstanding the foregoing, only one SDF may be collected for each increase in capacity required for the particular development.
 - i. The subdivision of land. As used herein, the date of subdivision shall be deemed to be the date of the recording of the subdivision plat in the appropriate Register of Deeds Office for the subdivision. For subdivisions containing more than one phase, the date of subdivision shall be determined separately for each

phase, and shall be the date of the recording of the subdivision plat in the appropriate Register of Deeds Office for each phase of the subdivision; or

- ii. The construction, reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure which increases the number of service units. As used herein, the date of construction, reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement shall be the date that a building permit is issued by the appropriate governmental agency, or if a building permit is not required, the earliest date that any development permit is issued by the appropriate governmental agency; or
 - iii. Any use or extension of the use of land which increases the number of service units. The date of the use or extension of land shall be deemed to be the earliest date that a development permit is issued by the appropriate governmental agency, or if no development permit is required, the date that the use or extension of the use that increases the number of service units is established.
- (j) *Structure* means any building or other structure containing a use that is served by the water system and/or sewer system of the City of Hendersonville.
- (k) *Subdivision of land* means the division of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development, whether immediate or future, and includes all divisions of land involving the dedication of a new street or a change in existing streets, but excluding those matters exempted from regulation under Chapter 160D, Article 8, Subdivision Regulation, pursuant to N.C.G.S. § 160D-802(a).
- (l) *System Development Fee(s)* (the “SDF” or “SDFs”) are charges or assessments for service, including service provided pursuant to a wholesale arrangement, imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs, and adopted pursuant to the authority of North Carolina General Statutes Chapter 162A, and pursuant to the general rate making authority of the City as provided in N.C.G.S. § 160A-314.
- (4) Adoption of SDFs. SDFs shall be as adopted from time to time, but no less than annually, by the City Council, and on file in the City Clerk’s office. SDFs may be adopted or amended as part of the fee schedule adopted in the annual budget ordinance for the City. SDFs shall be assessed and collected for all new development served by the City’s water system and/or sewer system.
- (5) Assessment of SDFs. For new development, SDFs shall be assessed as follows:

- (a) Residential Individually Metered. An SDF shall be assessed for each residential dwelling unit, such as single-family homes, accessory dwelling units, duplexes, townhomes, and mobile homes, that is individually metered, and shall be calculated on a heated square footage basis. Each individually metered residential dwelling unit shall be considered as a service unit evaluated by heated square footage size. For the purpose of assessment of a SDF, the total dwelling unit heated square footage shall be calculated as the sum of heated square footages of the primary and accessory dwelling units served by the same meter.
- (b) Residential Multi-Family Master Metered. An SDF shall be assessed for structure(s) containing attached residential dwelling units, such as apartments and condominiums, that is/are master metered, and shall be calculated on a per multi-family residential dwelling unit basis. Each residential dwelling unit within a multi-family master-metered development shall be considered as a service unit.
- (c) Residential Mobile Homes Master Metered. An SDF shall be assessed for a mobile home park that is master metered and shall be calculated on a per mobile home residential unit basis. RV Parks and Tiny Home Parks that are master metered shall be considered and assessed a SDF as non-residential new development. Each space within master-metered mobile home development capable of being occupied by a mobile home residential unit shall be considered as a service unit, regardless of whether or not a mobile home residential unit occupies the space.
- (d) Non-Residential. An SDF shall be assessed for non-residential buildings, structures or uses of land, and shall be calculated based on a meter size or equivalent meter size basis for the master meter that will serve the non-residential buildings, structures or uses of land. Each meter size or equivalent meter size shall be considered as a service unit.
- (e) Residential/Non-Residential Master Metered - Mixed Use Structures. An SDF shall be assessed for residential/non-residential mixed-use structure(s) that is/are master metered, and shall be calculated as the sum of the following:
- i. the number of multi-family residential units multiplied by the per residential unit rate, plus;
 - ii. the size of the meter or meters that would be required for just the non-residential space. Common areas shall be considered as non-residential space.
- (f) Other Connections. All other connections, including but not limited to irrigation connections, wholesale connections, institutional connections, or those not involving a structure, shall be assessed, and calculated as non-residential.
- (6) Letter of Commitment. A Letter of Commitment shall be required for the provision of water or sewer service for any new development. A letter of commitment will be issued upon receipt and approval of a complete water or sewer application by the City and payment of an SDF by the applicant.

- (a) For new development requiring an engineering plan approval, the extension plan or utility connection plan must be approved by the City before the application for letter of commitment may be submitted.
 - (b) Applications for letter of commitment submitted before an engineering approval for the extension plan or utility connection plan will not be eligible for issuance of a letter of commitment.
 - (c) For all new development requiring a building permit, an application for a building permit, containing all information required by the issuing agency other than the letter of commitment, must be submitted to the appropriate agency prior to submitting an application for a letter of commitment.
 - (d) A building permit will not be issued until a letter of commitment from the City of Hendersonville is presented to the issuing agency. Building permits are issued by the Henderson County or Buncombe County Permits and Inspections Departments.
- (7) Commitment of Water or Sewer Capacity. For all new development, water or sewer capacity shall be deemed committed upon the following circumstances:
- i. Individually Metered. For all dwelling units, structures or uses of land that will be individually metered, water or sewer capacity shall be committed for each individually metered dwelling unit, structure or use of land independently of all other individually metered dwelling units, structures or uses of land, and shall be deemed to be committed for a dwelling unit, structure or use of land when the assessed SDF for the dwelling unit, or for a nonresidential structure or other use of land the SDF for the water or sewer capacity, has been paid and a letter of commitment has been issued for the dwelling unit, structure or use of land.
 - ii. Master-Metered. For all dwelling units, structures or uses of land that will be served by a master or common meter, water or sewer capacity will be committed for all dwelling units, structures and uses of land to be served by the common or master meter at the same time, and shall be deemed committed for all dwelling units, structures and uses of land to be served by the common or master meter when the assessed SDF for the master or common or master meter has been paid and a letter of commitment has been issued for all of the dwelling units, structures and uses of land to be served by the common or master meter.
 - iii. Subdividing of Land. Where the subdivision of land will increase the capacity necessary to serve the subdivision without the construction or

addition of residential units or structures, water or sewer capacity will be deemed committed when the assessed SDF for the subdivision has been paid and a letter of commitment has been issued for the subdivision.

(8) Utilization of SDFs and SDF Ordinance. The Utilities Director shall administer the assessment of SDFs and this Section 52-57, and shall ensure that the City Council is provided with sufficient financial information to allow the setting of appropriate financial policies. The Utilities Director shall establish and maintain records, which are consistent with the City of Hendersonville's annual budget, this Section 52-57 and the appropriate North Carolina statutes.

(9) Generally Applicable Provisions.

(a) The acquisition of water or sewer capacity through payment of a SDF is non-transferrable from parcel to parcel. A parcel shall mean a tract of land having its own legal description.

(b) Construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure which increases the number of units of service shall be assessed a SDF for the differential in service units using current rates in accordance with the most recently adopted fee schedule. Notwithstanding the foregoing, new development which does not increase the number of service units for a residential individually metered connection by more than 150% shall not be assessed a SDF reflecting the differential in service units. Construction, reconstruction, redevelopment, conversion, structural alteration, or relocation of any structure which decreases the number of units of service shall not be refunded a SDF for the differential in service units using current rates in accordance with the most recently adopted fee schedule.

(10) Completeness determination.

(a) Applicants shall submit applications under this Chapter in accordance with terms and requirements of this Chapter and the policies of the Hendersonville Utilities Department. *Until an application is determined to be complete an application has not been submitted.*

(b) On receiving an application under this Chapter, the Utilities Department personnel designated by the Utilities Director shall determine whether the application is complete or incomplete.

(c) On determining that the application is incomplete, the designated personnel shall, as appropriate, provide the applicant with written notice of the submittal deficiencies. The applicant may correct the deficiencies and resubmit the application for a completeness review. If the applicant fails to resubmit an application within thirty (30) consecutive calendar days after being first notified of submittal deficiencies, the application submittal

shall be considered abandoned. The thirty (30) day period may be extended by the designated personnel.

(d) On determining that the application is complete, the designated Utilities Department personnel shall accept the application as submitted and provide the applicant with written notice of application submittal acceptance.

Section III. Adoption of the SDF Rate/Schedule of Fees

The City Council has elected to implement the SDF as recommended in the SDF Report prepared by Stantec Consulting Services, dated October 30, 2023. As part of the implementation, City Council has elected assess the fees in a phased approach. City Council may elect to adjust phased approach by amending this Ordinance, including the fee schedules below, or through the adoption of the annual budget ordinance.

Effective January 1, 2025 – June 30, 2025

Residential

Property Type	Water	Sewer	Combined
Residential – Individually Metered (Heated sq. ft.)			
<1,000	\$312	\$512	\$824
1,000 - 1,500	\$333	\$547	\$880
1,501 - 2,000	\$340	\$558	\$898
2,001 - 2,500	\$361	\$593	\$953
2,501 - 3,000	\$375	\$616	\$991
3,001 - 3,500	\$403	\$663	\$1,066
3,501 - 4,000	\$431	\$708	\$1,140
Over 4,000	\$498	\$818	\$1,316
Multi-Family per-unit Master-Metered	\$224	\$367	\$591
Mobile Homes per unit Master Metered Park	\$350	\$575	\$925

Non-Residential

Meter Size	Water	Sewer	Combined
3/4"	\$624	\$1,024	\$1,648
1"	\$1,039	\$1,707	\$2,746
1.5"	\$2,078	\$3,414	\$5,492
2"	\$3,325	\$5,463	\$8,788
3"	\$7,273	\$11,950	\$19,223
4"	\$13,092	\$21,509	\$34,601
6"	\$27,016	\$44,384	\$71,399

Meter Size	Water	Sewer	Combined
8"	\$58,187	\$95,596	\$153,783
10"	\$87,281	\$143,394	\$230,674

Effective July 1, 2025 – June 30, 2026

Residential

Property Type	Water	Sewer	Combined
Residential – Individually Metered (Heated sq. ft.)			
<1,000	\$624	\$1,024	\$1,648
1,000 - 1,500	\$666	\$1,094	\$1,760
1,501 - 2,000	\$680	\$1,117	\$1,796
2,001 - 2,500	\$722	\$1,185	\$1,907
2,501 - 3,000	\$750	\$1,233	\$1,983
3,001 - 3,500	\$807	\$1,325	\$2,132
3,501 - 4,000	\$862	\$1,417	\$2,279
Over 4,000	\$996	\$1,637	\$2,633
Multi-Family per-unit Master-Metered	\$447	\$735	\$1,182
Mobile Homes per unit Master Metered Park	\$700	\$1,150	\$1,850

Non-Residential

Meter Size	Water	Sewer	Combined
3/4"	\$1,247	\$2,049	\$3,296
1"	\$2,078	\$3,414	\$5,492
1.5"	\$4,156	\$6,829	\$10,985
2"	\$6,650	\$10,925	\$17,575
3"	\$14,547	\$23,899	\$38,446
4"	\$26,184	\$43,018	\$69,203
6"	\$54,031	\$88,768	\$142,799
8"	\$116,374	\$191,192	\$307,566
10"	\$174,561	\$286,788	\$461,349

Effective July 1, 2026

Residential

Property Type	Water	Sewer	Combined
Residential – Individually Metered (Heated sq. ft.)			

Property Type	Water	Sewer	Combined
<1,000	\$1,247	\$2,048	\$3,295
1,000 - 1,500	\$1,332	\$2,188	\$3,519
1,501 - 2,000	\$1,359	\$2,233	\$3,592
2,001 - 2,500	\$1,443	\$2,370	\$3,813
2,501 - 3,000	\$1,500	\$2,465	\$3,965
3,001 - 3,500	\$1,613	\$2,650	\$4,263
3,501 - 4,000	\$1,724	\$2,833	\$4,558
Over 4,000	\$1,992	\$3,273	\$5,265
Multi-Family per-unit Master-Metered	\$894	\$1,469	\$2,364
Mobile Homes per unit Master Metered Park	\$1,399	\$2,299	\$3,699

Non-Residential

Meter Size	Water	Sewer	Combined
3/4"	\$2,494	\$4,097	\$6,591
1"	\$4,156	\$6,828	\$10,984
1.5"	\$8,312	\$13,657	\$21,969
2"	\$13,300	\$21,850	\$35,150
3"	\$29,093	\$47,798	\$76,891
4"	\$52,368	\$86,036	\$138,405
6"	\$108,062	\$177,535	\$285,597
8"	\$232,748	\$382,383	\$615,131
10"	\$349,122	\$573,575	\$922,697

Section IV. It is the intention of the city council and it is hereby ordained, that the provisions of Sections I and II of this ordinance shall become and be made part of the Code of Ordinances, City of Hendersonville, North Carolina, and that sections of Section I and II of this ordinance may be renumbered to accomplish such intention.

Section V. Effective Date

This Ordinance shall be effective upon adoption and shall apply to all new development as defined in this ordinance.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May, 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, a Notary Public in Henderson County, State of North Carolina, do hereby certify that Barbara G. Volk in her capacity of Mayor of the City of Hendersonville; Jill Murray, 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 _____, 20____.

My commission expires:



City of Hendersonville, NC

Water and Sewer System Development Fee Study

October 30, 2023





October 30, 2023

Mr. Adam Murr
Budget Manager
Hendersonville, NC

Re: Water and Sewer
System Development Fee Study

Dear Mr. Murr,

Stantec is pleased to present this Final Report on the Water and Sewer System Development Fee Study that we performed for the City of Hendersonville, North Carolina. We appreciate the professional assistance provided by you and all the members of the City staff who participated in the Study.

If you have any questions, please do not hesitate to call us at (202) 585-6391. We appreciate the opportunity to be of service to the city and look forward to the possibility of doing so again in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "David Hyder".

David A. Hyder
Senior Principal

1101 14th Street NW
Washington DC 20005
(202) 585-6391
David.hyder@stantec.com

Enclosure

TABLE OF CONTENTS

- 1. Introduction..... 1**
 - 1.1 Background 1
 - 1.2 Study Process and Engagement 1
 - 1.3 Legal Requirements 2
 - 1.4 General Methodology..... 3
- 2. Basis of Analysis 5**
 - 2.1 Buy-In Net System Value..... 5
 - 2.2 Incremental/Marginal Cost Net System Value 6
 - 2.3 System Capacity 8
 - 2.3.1 Existing System Capacity 8
 - 2.3.2 Added System Capacity 9
 - 2.4 Combined Cost Calculation 10
 - 2.5 Level of Service Standards 10
- 3. Results..... 14**
 - 3.1 Calculated Water and Sewer System Development Fees..... 14
 - 3.2 System Development Fee Benchmarking 15
 - 3.3 Conclusions and Recommendations 16
- Appendix: Supporting Schedules..... 19**

1. INTRODUCTION

Stantec Consulting Services Inc. (Stantec) has conducted a Water and Sewer System Development Fee Study (Study) for Hendersonville's water and sewer systems (hereafter referred to as the "City" or "Utility"). This report presents the results of the comprehensive Study, including background information, legal requirements, an explanation of the calculation methodology employed, and the results of the analysis.

1.1 BACKGROUND

A system development fee is a one-time charge paid by a new customer to recover a portion or all of the cost of constructing water and sewer system capacity. The fees can also be assessed to existing customers requiring increased system capacity. In general, system development fees are based upon the costs of current and/or future utility infrastructure including, but not limited to, water supply facilities, treatment facilities, effluent disposal facilities, and transmission mains. System development fees serve as the mechanism by which growth can "pay its own way" and minimize the extent to which existing customers must bear the cost of facilities that will be used to serve new customers.

Currently, the City does not assess system development fees and therefore does not recover the cost of providing water and sewer capacity from new connections to the utility systems. The City has retained the services of Stantec to calculate system development fees for each respective system in accordance with the North Carolina Public Water and Sewer System Development Fee Act, set forth in North Carolina General Statute 162A, Article 8 and provide recommendations developed during the study.

1.2 STUDY PROCESS AND ENGAGEMENT

To ensure a comprehensive and transparent study, the City devised a well-structured plan aimed at gathering input from various stakeholders, including City staff, management, elected officials, key stakeholders and interested members within the service area. To initiate the study Stantec developed and delivered a presentation outlining "System Development Fee 101." This presentation covered the purpose of the fees, the calculation methodology, potential policy considerations, and the necessary steps for their adoption. The information was initially presented at a public meeting before the Water and Sewer Advisory Council on October 24, 2022, and then presented at a City Council meeting on October 26, 2022.

The feedback and suggestions received during these meetings played a pivotal role in shaping the direction of the Study. Subsequently, the initial analysis results were shared with the Water and Sewer Advisory Council on April 24th, 2023, followed by a presentation to the City Council on April 26th, 2023. Throughout this process, the invaluable input from key stakeholders and City staff has been integrated into the Study and reflected in this report.

In addition to these key interactions, City staff took further strides to educate and inform the public about the Study. This involved briefing sessions conducted for the Business Advisory Committee on July 10th, 2023, the Water and Sewer Advisory Council on July 24th, 2023, and the City Council on August 23rd,

2023. As a result of this robust engagement effort, the Study has been able to effectively incorporate extensive input from diverse perspectives, ensuring transparency in the analysis and decision-making process. By completing the study in an open and transparent manner, the City has created an opportunity for the community to understand what system development fees would look like within the City's service area and to allow for input within the study process.

1.3 LEGAL REQUIREMENTS

The Public Water and Sewer System Development Fee Act ("SDF Act") was approved on July 20th, 2017 and grants local government entities that own or operate municipal water and sewer systems the authority to assess system development fees for the provision of utility service to new development.

The SDF Act defines new development as any of the following occurring within 1 year of a development fee being adopted 1) subdivision of land, 2) construction or change to existing structure that increases service needs or 3) any use of land which increased service needs.

According to the SDF Act, the following procedural requirements need to be followed in order to adopt a system development fee:

- **Requirement 1:** The fee should be calculated in a written analysis ("SDF Analysis") prepared by a financial professional or licensed professional engineer (qualified by experience and training or education) who employs generally accepted accounting, engineering, and planning methodologies to calculate system development fees for water and sewer systems, including the buy-in, incremental cost or marginal cost, and combined costs methods for each service; and that (1) documents the facts and data used in the analysis and their sufficiency and reliability; (2) provides analysis regarding the selection of the appropriate method of analysis; (3) documents and demonstrates reliable application of the methodology to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee; (4) identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of the conclusions reached; (5) calculates a system development fee per service unit of new development and includes an equivalency or conversion table to use in determining the fees applicable for various categories of demand; and (6) covers a planning horizon of between 5 and 20 years.
- **Requirement 2:** The system development fee analysis must be posted on the City's website, and the City must solicit comments and provide a means by which people can submit their comments, for a period of at least 45 days.
- **Requirement 3:** Comments received from the public must be considered by preparer of the system development fee analysis for possible adjustments to the analysis.
- **Requirement 4:** The City must hold a public hearing prior to considering adoption of the system development fees including any adjustments made as part of the comments received by the City.

- **Requirement 5:** The City must publish the system development fee schedule as part of its annual budget or fee ordinance.
- **Requirement 6:** The City cannot adopt a fee that is higher than the fee calculated by the professional analysis.
- **Requirement 7:** The City must update the system development fee analysis at least every five years.

In addition to the procedural requirements listed above, the SDF Act provides specific requirements pertaining to the calculation of the system development fees. These requirements are highlighted within the body of this report in concert with the calculation of the system development fees for the City. Further, the City must follow the SDF Act guidance when charging the system development fee: it may be charged only to “new development” and only at the time specified in the legislation; and new development must be given a credit for costs in excess of the development’s proportionate share of connecting facilities required to be oversized for use of others outside of the development.

1.4 GENERAL METHODOLOGY

There are three primary approaches to the calculation of system development fees, all of which are outlined within the SDF Act. Each of the approaches are discussed below.

Buy-In Method

This approach determines the system development fees solely on the existing utility system assets. The replacement cost of each system’s major functional components serves as the cost basis for the system development fee calculation. This approach is most appropriate for a system with considerable excess capacity, such that most new connections to the system will be served by that existing excess capacity and the customers are effectively “buying-in” to the existing system, or limited capital improvement program (CIP).

Incremental/Marginal Cost Method

The second approach is to use the portion of each system’s multi-year CIP associated with the provision of additional system capacity by functional system component as the cost basis for the system development fee calculation. This approach is most appropriate where 1) the existing system has limited or no excess capacity to accommodate growth, and 2) the CIP contains a significant number of projects that provide additional system capacity for each functional system component representative of the cost of capacity for the entire system.

Combined Cost Method

The third approach is a combination of the two previous approaches described. This approach is most appropriate when 1) there is excess capacity in the current system that will accommodate some growth,

but additional capacity is needed in the near-term as reflected in each system’s CIP, and 2) the CIP includes a significant number of projects that will provide additional system capacity.

While the SDF Act allows for the use of any one of the three methodologies discussed above, it specifies restrictions on how the revenues generated by the fees calculated using each methodology may be utilized. Table 1-1 summarizes each of the three methodologies, their typical application, and restriction of how the revenues can be utilized for each.

Table 1-1 Description of Methodologies & Restriction to Proceeds

Approach:	Description:	Fee Proceeds Allowed for:
Buy-In Method	New development shares in <u>capital costs previously incurred</u> which provided capacity for demand arriving with new development needs.	Expansion and/or rehabilitation projects. Since the buy-in method reimburses the system for certain past investments, proceeds can be utilized for all types of capital projects.
Incremental / Marginal Cost Method	New development share in <u>capital costs to be incurred in the future</u> which will provide capacity for demand arriving with new development needs.	Professional services costs in development of new fees and expansion costs (construction costs, debt service, capital, land purchase, other costs etc.) related to new development only. If no capital projects in next five years can be used for debt related to existing assets.
Combined Cost Method	Combination of Buy-In and Incremental / Marginal Cost methods	Professional services costs in development of new fees, expansion and/or rehabilitation costs. (same as both Buy-In and Incremental/Marginal Cost methods)

Given that the City has existing, but limited, capacity within both the water and sewer systems to sell, as well as capital spending planned for projects that will increase system capacity over the next 10 years, the Combined Cost approach is the most appropriate method for the calculation of the system development fee for both the water and sewer systems. To comply with the SDF Act, the City will revisit the methodology at least every five years to determine if the approach for each system is still the most appropriate to use should the City adopt system development fees.

2. BASIS OF ANALYSIS

Using the Combined Cost approach requires a Buy-In calculation and an Incremental/Marginal Cost calculation. The following outlines the process to determine the net value (cost basis) for each (water and sewer) system under the Combined Cost approach.

- 1) The City's existing major water and sewer system components assets are analyzed to determine the replacement cost if new less depreciation (RCNLD).
- 2) Any non-core system assets are excluded from the existing system value including items such as vehicles, meters, computer equipment and other non-core system assets.
- 3) Addition of spending on growth-related capital projects over the next 10 years as identified in the City's official Capital Improvement Plan (CIP). This includes projects designated to add new capacity to the system, whether partially or entirely.
- 4) Any donated assets and/or assets not funded by the City (funded by grants, developers, etc.) are removed from the net system value (both existing assets and future within the capital improvement plan).
- 5) The net value of the water and sewer systems is further reduced by the outstanding principal on existing debt and the net present value of future debt over the planning period for each system to provide a revenue credit (the revenue credit must be equal to at least 25% of the cost of the expansion related projects).
- 6) The resulting net system value is used in the determination of the system development fee using capacity and level of service standards.

The following section outlines the details of the analysis completed during the Study to calculate the water and sewer system development fees.

2.1 BUY-IN NET SYSTEM VALUE

The City provided an asset inventory which included description, asset category/class, year placed in service, original cost, and useful life for each asset through FY 2022 for both the water and sewer systems. Each asset was classified by each major system function; and a replacement cost new less depreciation was calculated using the data provided by the City and the Engineering News Record Construction Cost Index.

The SDF Act requires that the system development fee calculations include provisions for credits against the value of the system to account for assets that were not funded by the municipality. Assets that were identified to be contributed or paid for by developers and those that were grant funded were excluded from the overall results to determine the net asset value of each system. In addition to donated assets, non-core system assets are also excluded from the determination of the net asset value of each system. These include meters, vehicles, equipment, computers, and others. Results of the net asset value for the City's

existing water and sewer systems based upon the asset records provided by City staff are shown in Tables 2-1 and 2-2.

Table 2-1 Replacement Cost New, Less Depreciation: Water System

Asset Category	RCNLD Value	Less Contributed Assets / Non-Core Asset	Net Asset Value
Treatment	\$33,999,901	(\$584,317)	\$33,415,584
Supply & Pumping	\$1,827,398	(\$634,985)	\$1,192,413
Storage	\$7,314,728	(\$944,372)	\$6,370,356
Transmission & Distribution	\$53,351,047	(\$8,015,903)	\$45,335,144
Total	\$96,493,074	(\$10,179,577)	\$86,313,497

Table 2-2 Replacement Cost New, Less Depreciation: Sewer System

Asset Category	RCNLD Value	Less Contributed Assets / Non-Core Asset	Net Asset Value
Treatment	\$28,145,176	(\$63,282)	\$28,081,894
Pumping	\$343,488	(\$332,065)	\$11,423
Conveyance & Collection	\$35,459,106	(\$2,297,880)	\$33,161,226
Total	\$63,947,771	(\$2,693,227)	\$61,254,544

2.2 INCREMENTAL/MARGINAL COST NET SYSTEM VALUE

The City provided the Adopted FY2023 Capital Improvements Plan (CIP) which covers a 10-year period and totals \$294.2 million. The CIP included the project description, total spending, and an indication of whether the project was designated for expansion or rehabilitation. To calculate the Incremental/Marginal Cost approach, all expansion-related projects that would increase capacity and support growth were identified. This totaled \$182 million and included several water and sewer system projects, as well as expansions to both water and sewer treatment plants.

The water system CIP includes several projects that will expand the water system’s capacity over the next 10 years at a total cost of \$108.5 million. This includes expansion to the existing water treatment facility, transmission and distribution improvements, and a new intake and pumping station. Expansion related capital projects for the water system are shown in Table 2-3.

Table 2-3 Expansion Related Capital Projects for the Water System

Project	Function	CIP Costs
French Broad Raw Water Intake #16007	Supply and Pumping	\$24,514,035
Water Distribution Master Plan Update #22012	Transmission & Distribution	\$425,000
WTP Expansion to 15.0 MGD #19207	Treatment	\$2,131,500
NCDOT 191 #16126	Transmission & Distribution	\$12,700,000
NCDOT HWY 64 #18140 ⁽¹⁾	Transmission & Distribution	\$680,000
Eastside Transmission Main, Phase 2 and 3	Transmission & Distribution	\$9,860,000
Upward Road Water Main Upgrade	Transmission & Distribution	\$1,010,000
Dana Rd. Water Main Extension	Transmission & Distribution	\$2,210,000
Airport Rd. - Water	Transmission & Distribution	\$720,000
East Campus Road	Transmission & Distribution	\$1,140,000
Pace Rd. Water Main Extension and Interconnect	Transmission & Distribution	\$1,710,000
S. Rugby Road Water Main Interconnect	Transmission & Distribution	\$2,850,000
Howard Gap Rd. Water Extension Mid	Transmission & Distribution	\$2,550,000
Howard Gap Rd. Water Extension North End	Transmission & Distribution	\$1,560,000
Southside Water System Improvements	Transmission & Distribution	\$4,090,000
Fruitland Rd. Water Main Extension	Transmission & Distribution	\$2,650,000
S. Mills Gap Rd. Water Main Extension	Transmission & Distribution	\$1,860,000
WTP Expansion to 18.0 MGD	Treatment	\$35,830,000
Total Expansion Costs		\$108,490,535

(1) During discussions with City staff NCDOT HWY 64 #18140 project was allocated 50% to water and 50% to sewer.

The City currently has several planned capital projects that will expand the capacity of the sewer system at a total cost of approximately \$74.0 million. Table 2-4 identifies each of the projects that are included in the analysis for the sewer system.

Table 2-4 Expansion Related Capital Projects for the Sewer System

Project	Function	Growth Related CIP Costs
Mud Creek Interceptor #18032	Collection & Conveyance	\$8,802,000
WWTP Headworks and Flow Equalization ⁽¹⁾	Treatment	\$11,355,769
Sewer Collection System Master Plan Update	Collection & Conveyance	\$220,000
WWTP Tertiary Filter Replacement Phase 2	Treatment	\$270,000
NCDOT HWY 64 #18140	Collection & Conveyance	\$680,000
Wash Creek Replacement Sewer G08	Collection & Conveyance	\$3,720,000
Devils Fork Sewer Replacement G05	Collection & Conveyance	\$2,790,000

Project	Function	Growth Related CIP Costs
WWTP Aeration Basin Modification	Treatment	\$2,125,000
WWTP 7.8 MGD Facility Expansion	Treatment	\$44,000,000
Total Expansion Costs		\$73,962,769

(1) Growth related portion represents 38% of the total cost of project as reminder of project is rehabilitation of existing capacity.

The SDF Act requires that the total project costs be reduced by a revenue credit equal to a minimum of 25 percent of the cost of the capital projects included in the analysis when the Incremental/Marginal Cost is utilized. The SDF Act “Minimum Requirements” allow for the credit to be determined by “either the outstanding debt principal or the present value of projected water and sewer revenues received by the local government unit for the capital improvements.” For this Study, the revenue credit was determined by removing the net present value of debt principal for the cost of the future capital projects that the City plans to finance over the 10-year CIP planning period. Specifically, of the \$182 million in expansion costs the City plans to finance approximately \$179 million. The net present value was determined assuming a 3 percent discount rate. Table 2-5 presents the determination of the net system value given the revenue credit for future debt service.

Table 2-5 Net System Value including Revenue Credits

	Water	Sewer
Total Expansion Costs	\$108,490,535	\$73,962,769
Net Present Value of Principal Over Planning Period	(\$50,533,085)	(\$34,450,627)
Additional Credit to Achieve 25%	(\$ -)	(\$ -)
Net System Value	\$57,957,450	\$39,512,143

2.3 SYSTEM CAPACITY

2.3.1 Existing System Capacity

The City’s water and sewer systems consist of numerous functional components such as water treatment, source of supply and/or pumping, storage, and transmission/conveyance. Each of the functional components have a physical or regulatory permitted capacity. While treatment, supply, and disposal capacities are readily available and generally accepted to be the physical or regulatory permitted capacity of such facilities, transmission system capacities are more difficult to quantify.

As such, it is common to define the capacity for all functional components (including the transmission or conveyance facilities) based on the system’s total treatment capacity. This approach was utilized for the determination of the capacities of the City’s utility systems. The rationale behind this decision is that even

if the pumping or transmission/conveyance portion of either system is larger than that system’s treatment capacity, the maximum capacity the system can offer to its connections is its total treatment capacity.

For the City’s water system, the City owns and operates the Hendersonville Water Treatment Facility (WTF). While permitted for a capacity of 12.0 million gallons per day (MGD), on average it currently treats and produces 7.575 MGD of water from the Pisgah National Forest and Mills River. Based on discussions with City staff, the capacity of 12.0 MGD was assumed for the system development fee analysis. Total existing maximum day water system capacity used in the system development fee analysis is 12.0 MGD.

For the City’s sewer system, the City owns and operates the Hendersonville Wastewater Treatment Facility (WWTF) that has a capacity of 4.8 MGD. The WWTF currently treats an average influent flow of 3.0 MGD. At the time the new facility was constructed it was designed with a capacity of 4.8 MGD, but can be expanded up to 6.0 MGD in the future. A capacity of 4.8 MGD was used as the existing sewer system capacity for the system development fee analysis.

2.3.2 Added System Capacity

The expansion related capital improvement projects identified in the City’s CIP will all add capacity to the City’s water and sewer systems.

The water system capital projects will increase the City’s water system capacity to 18.0 MGD, an incremental change of 6.0 MGD. This includes expansion to existing Water Treatment Facility, French Broad River intake and pumping station for added capacity. For the sewer system, the projects associated with the City’s Wastewater Treatment Facility Master Plan will provide the WWTF with 3.0 MGD of incremental capacity in addition to rehabilitation and flow equalization of the WWTF Headworks bringing the total sewer capacity to 7.8 MGD after the future expansion. Table 2-6 summarizes the capacity by function used in the Combined Cost system development fee calculations. As shown in the table, the water treatment and sewer treatment capacities are assumed to be the limited factors within the systems and therefore the transmission/distribution and conveyance/collection capacities are assumed to be the same as the treatment capacities.

Table 2-6 System Capacity by Function

	Water Capacity (MGD)		Sewer Capacity (MGD)	
	Water Treatment	Transmission/ Distribution	Sewer Treatment	Conveyance / Collection
Current Capacity	12.0	12.0	4.8	4.8
Capacity Expansion	6.0	6.0	3.0	3.0
Total System Capacity	18.0	18.0	7.8	7.8

2.4 COMBINED COST CALCULATION

As previously stated, the Combined Cost approach includes the net system assets in addition to the net capital project costs to reach the total system value of the utility. Table 2-7 summarizes the Combined Cost calculation for both the water and sewer system development fee calculation. It also provides the cost per gallon per day for system capacity based on the total capacity within each system.

Table 2-7 Combined Approach Cost per Gallon

	Water	Sewer
RCNLD Value of Existing Assets	\$96,493,074	\$63,947,771
Expansion Capital Projects	\$108,490,535	\$73,962,769
Total Value	\$204,983,609	\$137,910,540
<i>Less Credits</i>		
Outstanding Debt Principal	(\$18,058,384)	(\$14,648,017)
Donated Assets / Non-Core Assets	(\$10,179,577)	(\$2,693,227)
Revenue Credit (NPV of future debt principal over planning period)	(\$50,533,085)	(\$34,450,627)
Additional credit to meet 25% requirement	(\$ -)	(\$ -)
Net System Value	\$126,212,563	\$86,118,669
System Capacity - Gallons per Day	18,000,000	7,800,000
Cost per Gallon Per Day	\$7.01	\$11.04

2.5 LEVEL OF SERVICE STANDARDS

Once the unit cost of capacity is determined the system development fees can be calculated by applying the unit cost to the estimated units of service required by new customers joining the water and/or sewer system. The estimated units of service must be calculated consistent with the methodology that is used to charge the system development fees. For example, some utilities charge system development fees for all property types based on the size of the meter serving the property. While this approach is simple it does not necessarily reflect the demands (units of service) associated with the various categories of users connecting to the utility. Based on discussions with City staff, we are recommending an approach that more closely aligns the units of service and the actual use demonstrated by City customers. Specifically, we have evaluated the units of service based on average use by household size (heated square feet) for single family residential customers, per unit for multi-family, per mobile home and based on meter size for non-residential customers.

To evaluate units of service, Stantec worked with City staff to review detailed customer usage data to calculate the average day use in gallons per day by residential housing size. The use by household size for existing City customers demonstrated a significant correlation between the amount of water used and the size of the homes heated area. The average use for multi-family customers on a per unit basis was

also examined as part of the study. A system-wide peaking factor of 1.5 was applied to provide the maximum day demand for each household size, multi-family unit and non-residential customer. The peaking factor is based on historical data and is used for water system planning purposes. The results are for residential customers are shown in Table 2-8. It should be noted that the average usage for single family homes for all household sizes is 136 gallons per day.

Table 2-8 Residential Units of Service - Water

Property Type	Average Usage (gpd)	Peaking Factor	Max Day Units of Service (gpd)*
Single Family (Heated sq. ft.)			
<1,000	118	1.50	178
1,000 - 1,500	127	1.50	190
1,501 - 2,000	129	1.50	194
2,001 - 2,500	137	1.50	206
2,501 - 3,000	143	1.50	214
3,001 - 3,500	153	1.50	230
3,501 - 4,000	164	1.50	246
Over 4,000	189	1.50	284
Multi-Family per unit	85	1.50	128
Mobile Homes	133	1.50	200

* Resulting units of service used to determine water system development fee for each property type

For the sewer system, the level of service standard is typically established based on the minimum design flow standards outlined in the North Carolina Administrative Code (15A NCAC 02T .0114 - Wastewater Design Flow Rates). During the course of the study, the North Carolina General Assembly legislation (House Bill 600) which includes a provision to reduce the wastewater design flow rate from the published 120 gpd per bedroom to 75 gpd per bedroom with a minimum of two bedrooms. As a result, to establish a sewer level of service per equivalent residential unit (ERU), the new guidance was used along with an assumption of two bedrooms per ERU and the application of a maximum month peaking factor of 1.42. The maximum month peaking factor is based on historical max month flows at the City wastewater treatment facility as identified in the City’s Wastewater Treatment Facility Masterplan. The peaking factor is applied to account for the fact that the City’s treatment facilities must be designed to meet maximum monthly flows. The resulting sewer level of service ERU was calculated to be 213 gpd. To convert the level of service to the individual household sizes and per multi-family unit the ratios of the units of service for the water system were applied to the 213 gpd standard. Table 2-9 reflects the calculations and the resulting units of service for each property type.

Table 2-9 Residential Units of Service - Sewer

Property Type	Water Use* Ratios	Units of Service (gpd)**
Single Family (Heated sq. ft.)		
<1,000	87%	186
1,000 - 1,500	93%	198
1,501 - 2,000	95%	202
2,001 - 2,500	101%	215
2,501 - 3,000	105%	223
3,001 - 3,500	113%	240
3,501 - 4,000	121%	257
Over 4,000	139%	297
Multi-Family per unit	63%	133
Mobile Homes	98%	208

*Ratio comparing average residential single family customer demand

**Resulting units of service used to determine sewer system development fee for each property type

The units of service for non-residential customers are based on demand by meter size. Specifically, the non-residential average use for a 3/4" meter was calculated based on an average usage per account for all non-residential customers with this size meter. This base demand is then scaled up for each meter size based on the American Water Works Association (AWWA) meter equivalency factors. A consistent system-wide peaking factor is applied for all meter sizes as mentioned above. The determination of the maximum day use by each meter size is shown in Table 2-10.

Table 2-10 Non-Residential Units of Service - Water

Meter Size	Meter Equivalency	Equivalent Use (gpd)	Max Day Peak Factor	Max Day Units of Service (gpd)*
3/4"	1.00	237	1.50	356
1"	1.67	395	1.50	593
1.5"	3.33	790	1.50	1,185
2"	5.33	1,264	1.50	1,896
3"	11.67	2,765	1.50	4,148
4"	21.00	4,977	1.50	7,466
6"	43.33	10,270	1.50	15,405
8"	93.33	22,120	1.50	33,180
10"	140.00	33,180	1.50	49,770

* Resulting units of service used to determine water system development fee for meter size

The sewer system units of service for non-residential customers are based on a similar analysis as the water system. The water use ratio (single family water use compared to non-residential use) for the 3/4" metered non-residential customer was determined to be 1.74. This factor was applied to the per ERU

planning standard of 213 gpd resulting in the units of service of 371 gpd for a 3/4" non-residential customer. The units of service for non-residential sewer customers are shown in Table 2-11.

Table 2-11 Non-Residential Units of Service - Sewer

Meter Size	Meter Equivalency	Units of Service (gpd)*
3/4"	1.00	371
1"	1.67	619
1.5"	3.33	1,237
2"	5.33	1,980
3"	11.67	4,330
4"	21.00	7,795
6"	43.33	16,085
8"	93.33	34,644
10"	140.00	51,966

**Resulting units of service used to determine sewer system development fee for each property type*

3. RESULTS

This section summarizes the results of the Study, the calculated system development fees, and conclusions and recommendations.

3.1 CALCULATED WATER AND SEWER SYSTEM DEVELOPMENT FEES

To calculate the system development fees, the total unit cost per gallon for capacity described in Section 2 is multiplied by the units of service associated with each of the categories of customers described in the prior section of this report. Tables 3-1 and 3-2 provide a schedule of the calculated water and sewer system development fees respectively based upon the cost and capacity information discussed in the Study.

Table 3-1 Calculated Residential Water and Sewer Development Fees

Property Type	Water	Sewer	Combined
Residential – Individually Metered (Heated sq. ft.)			
<1,000	\$1,247	\$2,048	\$3,295
1,000 - 1,500	\$1,332	\$2,188	\$3,519
1,501 - 2,000	\$1,359	\$2,233	\$3,592
2,001 - 2,500	\$1,443	\$2,370	\$3,813
2,501 - 3,000	\$1,500	\$2,465	\$3,965
3,001 - 3,500	\$1,613	\$2,650	\$4,263
3,501 - 4,000	\$1,724	\$2,833	\$4,558
Over 4,000	\$1,992	\$3,273	\$5,265
Multi-Family per-unit Master-Metered	\$894	\$1,469	\$2,364
Mobile Homes per unit Master Metered Park	\$1,399	\$2,299	\$3,699

It should be noted that for implementation purposes, we recommend that duplexes and individually-metered townhomes, mobile homes and condominiums be assessed the system development fees based on the heated square footage of the residential unit in the same manner as single family residential properties.

Table 3-2 Calculated Non-Residential Water and Sewer System Development Fees

Meter Size	Water	Sewer	Combined
3/4"	\$2,494	\$4,097	\$6,591
1"	\$4,156	\$6,828	\$10,984
1.5"	\$8,312	\$13,657	\$21,969
2"	\$13,300	\$21,850	\$35,150
3"	\$29,093	\$47,798	\$76,891

Meter Size	Water	Sewer	Combined
4"	\$52,368	\$86,036	\$138,405
6"	\$108,062	\$177,535	\$285,597
8"	\$232,748	\$382,383	\$615,131
10"	\$349,122	\$573,575	\$922,697

It is important to note that the City has discretion regarding the percentage of cost recovery utilized in the establishment of the system development fees. The system development fees can recover any amount up to, but not in excess of, the full cost recovery amounts identified herein for the calculated system development fees.

3.2 SYSTEM DEVELOPMENT FEE BENCHMARKING

System development fees are commonly adopted by utilities in North Carolina given the enabling legislation. A survey of current system development fees for surrounding and comparable utilities was completed to benchmark the calculated system development fees for the City. It is important to note that the system development fees used in the benchmarking are based on the fees that are currently in place as of the writing of this report. Since the enabling legislation requires an update of the fees every five years, many of the utilities are currently engaged with consultants to update the fees. The following figures present the results of the benchmarking.

Figure 3.1 - Water System Development Fees (Residential 2,100 Sq. Ft.)

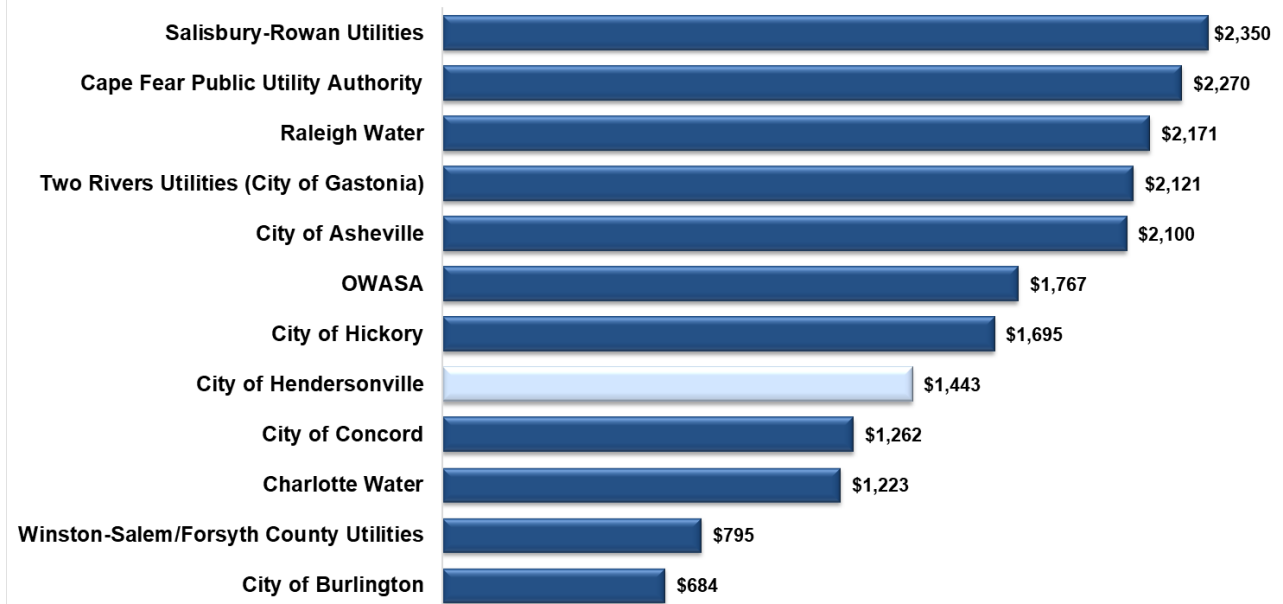
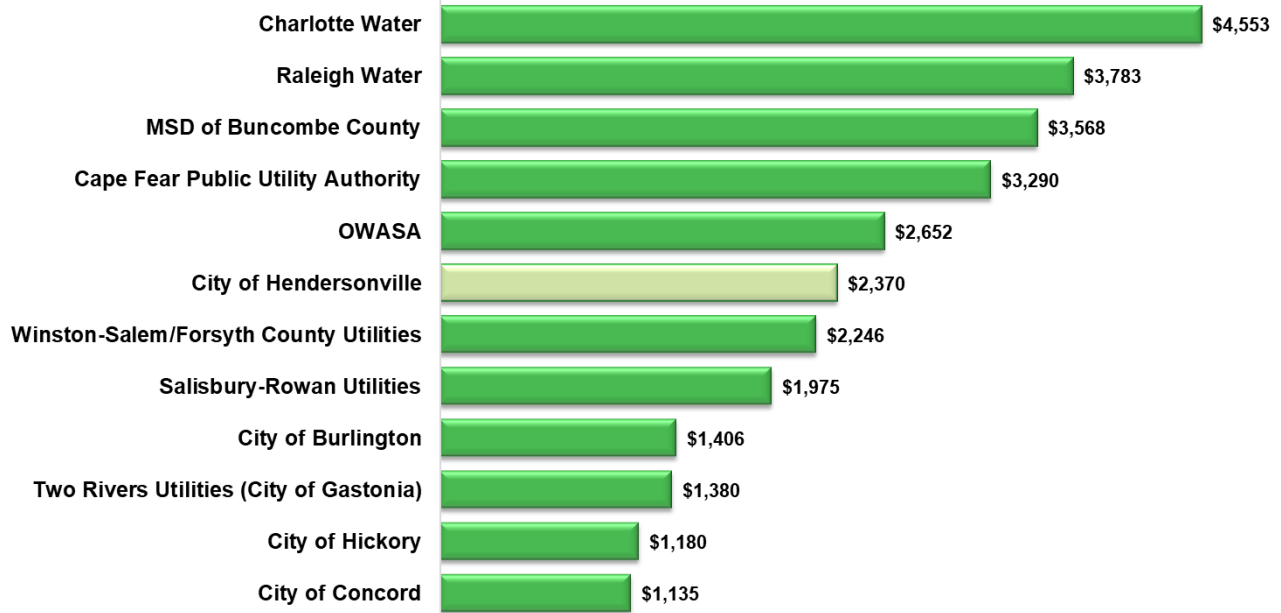


Figure 3.2 - Sewer System Development Fees (Residential 2,100 Sq. Ft.)

The benchmarking results demonstrate that the calculated fees are comparable with the benchmarked utilities current system development fees.

3.3 CONCLUSIONS AND RECOMMENDATIONS

Based upon the analysis presented herein, Stantec has developed the following conclusions and recommendations:

- 1) We recommend that the City adopt the calculated water and sewer system development fees as demonstrated in Tables 3-1, and 3-2. This will allow the City to recover a portion of the cost of providing water and sewer capacity from new connections joining the system.
- 2) We recommend that following the adoption of system development fees, the fees be collected from all new connections consistent with the required within the SDF Act outlined below:
 - For new development involving the subdivision of land, the system development fee shall be collected at the later of either of the following: (1) The time of application for a building permit. (2) When water or sewer service is committed by the City.
 - For all other new development, the fees should be collected at the earlier of either of the following: (1) The time of application for connection of the individual unit of development to the service or facilities. (2) When water or sewer service is committed by the City.
- 3) We recommend that the City review its development fees at least every five years to ensure that it follows requirements established by the SDF Act and to ensure that they remain fair and equitable and continue to reflect its current cost of capacity. As the City continues to expand its facilities,

future changes in technology, demands, development patterns, or other factors may necessitate additional adjustments to its development fees.

- 4) We recommend that as part of any system development fee update, the City also evaluates the most appropriate accepted methodology for calculating its system unit cost of capacity as system capacity may change over time.

Disclaimer

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In preparing this report, Stantec utilized information and data obtained from the city or public and/or industry sources. Stantec has relied on the information and data without independent verification, except only to the extent such verification is expressly described in this document. Any projections of future conditions presented in the document are not intended as predictions, as there may be differences between forecasted and actual results, and those differences may be material.

Additionally, the purpose of this document is to summarize Stantec’s analysis and findings related to this project, and it is not intended to address all aspects that may surround the subject area. Therefore, this document may have limitations, assumptions, or reliance on data that are not readily apparent on the face of it. Moreover, the reader should understand that Stantec was called on to provide judgments on a variety of critical factors which are incapable of precise measurement. As such, the use of this document and its findings by city should only occur after consultation with Stantec, and any use of this document and findings by any other person is done so entirely at their own risk.

APPENDIX: SUPPORTING SCHEDULES

Schedule 1: Summary of System Fixed Assets & Administration Cost Allocation

Function		Gross RCNLD Asset Value	Less Donated and Minor Equipment (Non-Core Assets)	Net RCNLD Asset Value	% of Total	Net Asset Value + Allocated Admin
Water	Treatment	\$ 33,999,902	\$ 584,317	\$ 33,415,584	22.64%	\$ 33,415,584
Water	Supply and Pumping	\$ 1,827,398	\$ 634,985	\$ 1,192,413	0.81%	\$ 1,192,413
Water	Storage	\$ 7,314,728	\$ 944,372	\$ 6,370,356	4.32%	\$ 6,370,356
Water	Transmission & Distribution	\$ 53,351,047	\$ 8,015,903	\$ 45,335,144	30.72%	\$ 45,335,144
Sewer	Treatment	\$ 28,145,176	\$ 63,282	\$ 28,081,894	19.03%	\$ 28,081,894
Sewer	Pumping	\$ 343,488	\$ 332,065	\$ 11,423	0.01%	\$ 11,423
Sewer	Collection & Conveyance	\$ 35,459,106	\$ 2,297,880	\$ 33,161,226	22.47%	\$ 33,161,226
Total		\$ 160,440,845	\$ 12,872,804	\$ 147,568,041	100%	\$ 147,568,041

Schedule 2: Capital Improvement Summary

Function		Capital Improvement Costs	% of Total	Function Costs + Allocated Admin
Water	Treatment	\$ 37,961,500	20.81%	\$ 37,961,500
Water	Supply and Pumping	\$ 25,524,035	13.99%	\$ 25,524,035
Water	Storage	\$ -	0.00%	\$ -
Water	Transmission & Distribution	\$ 45,005,000	24.67%	\$ 45,005,000
Sewer	Treatment	\$ 57,750,769	31.65%	\$ 57,750,769
Sewer	Pumping	\$ -	0.00%	\$ -
Sewer	Collection & Conveyance	\$ 16,212,000	8.89%	\$ 16,212,000
Total Expansion CIP		\$ 182,453,304		\$ 182,453,304
Excluded Non-Expansion CIP		\$ 111,792,361		\$ 111,792,361
Total System CIP		\$ 294,245,665		\$ 294,245,665

Schedule 3: Capital Improvement Program Listing and Allocations

Project Name	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	Cost	Water Allocation	Sewer Allocation	% Growth	Growth Related CIP Cost
1 Apex Project Land Acquisition #18014	\$ 1,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000	100%		0%	\$ -
2 Fleetwood Water Improvement Project #21012	\$ 1,400,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,400,000	100%		0%	\$ -
3 French Broad Raw Water Intake #16007	\$ 24,514,035	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 24,514,035	100%		0%	\$ 24,514,035
4 Mud Creek Interceptor #18032	\$ -	\$ -	\$ 8,802,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,802,000		100%	100%	\$ 8,802,000
5 North Fork Dredging #19010	\$ 1,110,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,110,000	100%		0%	\$ -
6 North Greenwood Water Project #16003	\$ 850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850,000	100%		0%	\$ -
7 Sewer Vactor Truck Replacement #22011	\$ 550,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000		100%	0%	\$ -
8 Sewer Vactor Truck Replacement #22011 - 2	\$ -	\$ -	\$ 510,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 510,000		100%	0%	\$ -
9 Streambank Sewer Improvements #21013	\$ -	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600,000		100%	0%	\$ -
10 Wastewater Evaluation - Basin 3 #21045	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000		100%	0%	\$ -
11 Water Distribution Master Plan Update #22012	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 225,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 425,000	100%		0%	\$ 425,000
12 WTP Expansion to 15.0 MGD #19207	\$ -	\$ 2,131,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,131,500	100%		100%	\$ 2,131,500
13 WTP Residuals Storage Covered Building #22013	\$ -	\$ 1,480,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,480,000	100%		0%	\$ -
14 WWTP Aeration Basin Rehabilitation #21045	\$ 2,050,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,050,000		100%	0%	\$ -
15 WWTP Biosolid Drying System #16036	\$ -	\$ -	\$ -	\$ 12,530,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,530,000		100%	0%	\$ -
16 WWTP Ultraviolet Improvement Project #16023	\$ 2,800,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,800,000		100%	0%	\$ -
17 Carson Drive Neighborhood Water Replacement	\$ -	\$ 330,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 330,000	100%		0%	\$ -
18 NCDOT Highland Lake Rd	\$ -	\$ 575,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 575,000	90%	10%	0%	\$ -
19 Old Brickyard Rd #20010	\$ -	\$ 470,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 470,000	100%		0%	\$ -
20 Rutledge Road Water Improvements #17002	\$ -	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270,000	100%		0%	\$ -
21 WWTP Headworks and Flow Equalization	\$ -	\$ 4,505,000	\$ -	\$ -	\$ -	\$ 25,020,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,525,000		100%	38%	\$ 11,355,769
22 CCTV Truck Replacement	\$ -	\$ -	\$ 390,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 390,000		100%	0%	\$ -
23 North Main Water and Sewer Replacement	\$ -	\$ -	\$ 1,640,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,640,000	50%	50%	0%	\$ -
24 Sewer Collection System Master Plan Update	\$ -	\$ -	\$ 220,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,000		100%	100%	\$ 220,000
25 Vactor Truck Storage Building	\$ -	\$ -	\$ 660,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 660,000		100%	0%	\$ -
26 WWTP Tertiary Filter Replacement Phase 2	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270,000		100%	100%	\$ 270,000
27 NCDOT 191 #16126	\$ -	\$ -	\$ -	\$ 12,700,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,700,000	100%		100%	\$ 12,700,000
28 NCDOT HWY 64 #18140	\$ -	\$ -	\$ -	\$ 1,360,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,360,000	50%	50%	100%	\$ 1,360,000
29 NCDOT L26 #17141	\$ 3,409,130	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,409,130	100%		0%	\$ -
30 Wash Creek Replacement Sewer G08	\$ -	\$ -	\$ -	\$ 3,720,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,720,000		100%	100%	\$ 3,720,000
31 WWTP Blower Building Improvements	\$ -	\$ -	\$ -	\$ 400,000	\$ 2,200,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,600,000		100%	0%	\$ -
32 WWTP Recycle Pumping Station Project	\$ -	\$ -	\$ -	\$ 1,100,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,100,000		100%	0%	\$ -
33 WWTP Sludge Dewatering Conveyor Belt	\$ -	\$ -	\$ -	\$ 950,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 950,000		100%	0%	\$ -
34 Devils Fork Sewer Replacement G05	\$ -	\$ -	\$ -	\$ 2,790,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,790,000		100%	100%	\$ 2,790,000
35 Eastside Transmission Main, Phase 2 and 3	\$ -	\$ -	\$ -	\$ 9,860,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,860,000	100%		100%	\$ 9,860,000
36 Heatherwood Neighborhood Water Replacement	\$ -	\$ -	\$ -	\$ 1,690,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,690,000	100%		0%	\$ -
37 Long John Mountain Water Improvements #18014	\$ -	\$ -	\$ -	\$ 9,670,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,670,000	100%		0%	\$ -
38 NCDOT White St/ South Main #17126	\$ -	\$ -	\$ -	\$ 2,900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,900,000	50%	50%	0%	\$ -
39 Upward Road Water Main Upgrade	\$ -	\$ -	\$ -	\$ 1,010,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,010,000	100%		100%	\$ 1,010,000
40 WWTP Sludge Ticking Rehabilitation	\$ -	\$ -	\$ -	\$ 900,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,900,000		100%	0%	\$ -
41 AM Metering Infrastructure Replacement	\$ 525,000	\$ -	\$ -	\$ -	\$ -	\$ 3,710,000	\$ 3,820,000	\$ 3,930,000	\$ -	\$ -	\$ -	\$ 11,985,000	100%		0%	\$ -
42 Dana Rd. Water Main Extension	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,210,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,210,000	100%		100%	\$ 2,210,000
43 Statonwoods Neighborhood Water Replacement	\$ -	\$ -	\$ -	\$ 920,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 920,000	100%		0%	\$ -
44 Willow Rd Price Rd & PRV Bypass	\$ -	\$ -	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000	100%		0%	\$ -
45 Airport Rd. - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720,000	100%		100%	\$ 720,000
46 Baystone Drive Neighborhood Water Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,220,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,220,000	100%		0%	\$ -
47 Brittain Creek Sewer Replacement G-03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,080,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,080,000		100%	0%	\$ -
48 Brookwood Sewer Pump Station Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 359,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 359,000		100%	0%	\$ -
49 East Campus Road	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,140,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,140,000	100%		100%	\$ 1,140,000
50 Pace Rd. Water Main Extension and Interconnect	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,710,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,710,000	100%		100%	\$ 1,710,000
51 S. Rugby Road Water Main Interconnect	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,850,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,850,000	100%		100%	\$ 2,850,000
52 WWTP Aeration Basin Modification	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325,000	\$ 1,800,000	\$ -	\$ -	\$ -	\$ -	\$ 2,125,000		100%	100%	\$ 2,125,000
53 Howard Gap Rd. Water Extension Mid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,550,000	\$ -	\$ -	\$ -	\$ -	\$ 2,550,000	100%		100%	\$ 2,550,000
54 Howard Gap Rd. Water Extension North End	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,560,000	\$ -	\$ -	\$ -	\$ -	\$ 1,560,000	100%		100%	\$ 1,560,000
55 North Fork Raw Water Line Slip Lining	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,200,000	\$ -	\$ 5,200,000	\$ -	\$ -	\$ 5,200,000	100%		0%	\$ -
56 Southside Water System Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,090,000	\$ -	\$ -	\$ -	\$ -	\$ 4,090,000	100%		100%	\$ 4,090,000
57 WTP to Ewart Hill Slip Lining	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,070,000	\$ -	\$ -	\$ -	\$ -	\$ 5,070,000	100%		0%	\$ -
58 Bradley Creek Raw Water Line Slip Lining	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,935,000	\$ 1,935,000	\$ -	\$ 3,870,000	100%		0%	\$ -
59 Frutland Rd. Water Main Extension	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,325,000	\$ 1,325,000	\$ -	\$ 2,650,000	100%		100%	\$ 2,650,000
60 NCDOT Kanuga #17131	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	50%	50%	100%	\$ -
61 S. Mills Gap Rd. Water Main Extension	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 930,000	\$ 930,000	\$ 1,860,000	\$ 1,860,000	100%		100%	\$ 1,860,000
62 Smokey Ridge Apts Sewer P.S. Abandonment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 270,000	\$ 270,000	\$ 540,000	\$ 540,000		100%	0%	\$ -
63 WTP Expansion to 18.0 MGD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,915,000	\$ 17,915,000	\$ 35,830,000	\$ 35,830,000	100%		100%	\$ 35,830,000
64 WWTP 7.8 MGD Facility Expansion	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,000,000	\$ 22,000,000	\$ 44,000,000	\$ 44,000,000	100%		100%	\$ 44,000,000
65 WWTP Secondary Clarifier Rehabilitation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,415,000	\$ 1,415,000	\$ 2,830,000	\$ 2,830,000	100%		0%	\$ -
66 Church Street Sewer	\$ 515,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 515,000		100%	0%	\$ -
Total	\$ 39,023,165	\$ 10,361,500	\$ 12,492,000	\$ 32,760,000	\$ 31,020,000	\$ 37,585,000	\$ 15,224,000	\$ 9,840,000	\$ 14,360,000	\$ 45,790,000	\$ 45,790,000	\$ 294,245,665				\$ 182,453,304

Schedule 4: Capacity Summaries

Water System Capacity

Treatment		
Water Treatment Plants	Existing Capacity (MGD)	Incremental Capacity (MGD)
Existing Capacity Expansion to 18	12.00	
		6.00
	12.00	6.00

Sewer System Capacity

Treatment		
Wastewater Treatment Plants	Capacity (MGD)	Incremental Capacity (MGD)
Existing Capacity Expansion to 7.8	4.80	
		3.00
	4.80	3.00

Supply and Pumping

	Capacity (MGD)	Incremental Capacity (MGD)
	12.00	6.00
	12.00	6.00

Pumping

	Capacity (MGD)	Incremental Capacity (MGD)
	4.80	3.00
	4.80	3.00

Transmission & Distribution

	Capacity (MGD)	Incremental Capacity (MGD)
	12.00	6.00
	12.00	6.00

Collection & Conveyance

	Capacity (MGD)	Incremental Capacity (MGD)
	4.80	3.00
	4.80	3.00

Schedule 5: Water System Development Fee - Combined

Functional Component:	Treatment / Supply / Pumping	Transmission and Distribution	Total
Gross Plant in Service Value	\$35,827,300	\$60,665,774	\$96,493,074
Total Expansion Capital Projects	\$63,485,535	\$45,005,000	\$108,490,535
Combined System Value	\$99,312,835	\$105,670,774	\$204,983,609
Less:			
Principal Credit (Outstanding Debt)	\$ 6,704,970	\$ 11,353,414	\$ 18,058,384
Specific Asset Contributions/Exclusions	1,219,302	8,960,275	10,179,577
General Allowance for Asset Contributions/Exclusions	-	-	-
Grants (Historical and Future)	-	-	-
Revenue Credit (Principal Future Debt during Planning Period)	29,570,505	20,962,580	50,533,085
Additional credit to meet 25% requirement	-	-	-
Net System Value	\$ 61,818,058	\$64,394,506	\$126,212,563
Revenue Credit % Used in Fee Calculation			46.58%
<i>Cost per Gallon:</i>			
Capacity	18.00	18.00	
Unit Cost per Gallon:	\$3.43	\$3.58	\$7.01

Schedule 6: Sewer System Development Fee - Combined

Functional Component:	Treatment and Storage	Collection Conveyance and Pumping	Total
Gross Plant in Service Value	\$28,145,176	\$35,802,595	\$63,947,771
Total Expansion Capital Projects	\$57,750,769	\$16,212,000	\$73,962,769
Gross System Value	\$85,895,945	\$52,014,595	\$137,910,540
<i>Less:</i>			
Principal Credit	\$ 6,446,996	\$ 8,201,021	\$ 14,648,017
Specific Asset Contributions/Exclusions	63,282	2,629,945	2,693,227
General Allowance for Asset Contributions/Exclusions	-	-	-
Grants (Historical and Future)	-	-	-
Revenue Credit (Principal Future Debt during Planning Period)	26,899,347	7,551,280	34,450,627
Additional credit to meet 25% requirement	-	-	-
Net System Value	\$ 52,486,320	\$ 33,632,349	\$ 86,118,669
Revenue Credit % Used in Fee Calculation			46.58%
<i>Cost per Gallon:</i>			
Capacity	7.80	7.80	
Unit Cost per Gallon:	\$6.73	\$4.31	\$11.04

Schedule 7: Fee Summary

Water		
Residential		
Single Family (Heated Sq. Ft.)	Max Day Flow (gpd)	Calculated System Development Fee
<1000	178	\$1,247
1,000 - 1,500	190	\$1,332
1,501 - 2,000	194	\$1,359
2,001 - 2,500	206	\$1,443
2,501 - 3,000	214	\$1,500
3,001 - 3,500	230	\$1,613
3,501 - 4,000	246	\$1,724
4,000+	284	\$1,992
Multi-Family per-unit Master Metered	128	\$894
Mobile Homes	200	\$1,399

Non-Residential		
Meter Size	Max Day Flow (gpd)	Calculated System Development Fee
3/4"	356	\$2,494
1"	593	\$4,156
1.5"	1,185	\$8,312
2"	1,896	\$13,300
3"	4,148	\$29,093
4"	7,466	\$52,368
6"	15,405	\$108,062
8"	33,180	\$232,748
10"	49,770	\$349,122

Sewer		
Residential		
Single Family (Heated Sq. Ft.)	Planning Flow (gpd)	Calculated System Development Fee
<1000	186	\$2,048
1,000 - 1,500	198	\$2,188
1,501 - 2,000	202	\$2,233
2,001 - 2,500	215	\$2,370
2,501 - 3,000	223	\$2,465
3,001 - 3,500	240	\$2,650
3,501 - 4,000	257	\$2,833
4,000+	297	\$3,273
Multi-Family per-unit Master Metered	133	\$1,469
Mobile Homes	208	\$2,299

Non-Residential		
Meter Size	Planning Flow (gpd)	Calculated System Development Fee
3/4"	371	\$4,097
1"	619	\$6,828
1.5"	1,237	\$13,657
2"	1,980	\$21,850
3"	4,330	\$47,798
4"	7,795	\$86,036
6"	16,085	\$177,535
8"	34,644	\$382,383
10"	51,966	\$573,575

Combined	
Residential	
Single Family (Heated Sq. Ft.)	Calculated System Development Fee
<1000	\$3,295
1,000 - 1,500	\$3,519
1,501 - 2,000	\$3,592
2,001 - 2,500	\$3,813
2,501 - 3,000	\$3,965
3,001 - 3,500	\$4,263
3,501 - 4,000	\$4,558
4,000+	\$5,265
Multi-Family per-unit Master Metered	\$2,364
Mobile Homes	\$3,699

Non-Residential	
Meter Size	Calculated System Development Fee
3/4"	\$6,591
1"	\$10,984
1.5"	\$21,969
2"	\$35,150
3"	\$76,891
4"	\$138,405
6"	\$285,597
8"	\$615,131
10"	\$922,697



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle, Assistant City Manager
MEETING DATE: May 2nd, 2024

AGENDA SECTION: Consent
DEPARTMENT: Administration

TITLE OF ITEM: Interlocal Agreement for Tax Collection – *Brian Pahle, Assistant City Manager*

SUGGESTED MOTION(S):

I move that City Council approve the Resolution by the City of Hendersonville City Council to authorize the City Manager to negotiate and execute a contract for the Interlocal Agreement for Tax Collection.

SUMMARY:

A resolution to consider an interlocal agreement with Henderson County for the collection of taxes.

BUDGET IMPACT: \$

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

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

ATTACHMENTS:

Resolution

Proposed Contract

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT WITH HENDERSON COUNTY FOR THE INTERLOCAL AGREEMENT FOR TAX COLLECTION

WHEREAS, the City Council approved THE INTERLOCAL AGREEMENT FOR TAX COLLECTION five years ago, the “Contract”; and;

WHEREAS, the City Manager’s Office has negotiated an extension of this Contract for an additional two years; and

WHEREAS, it is in the best interest of the City’s customers and citizens to have an ease of use of a single tax bill; and

WHEREAS, the City and County agree this Interlocal Agreement shall continue for two (2) years, from July 1, 2024 to June 30, 2026, unless terminated pursuant to the terms herein; and

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

1. The Contract is to be executed with Henderson County for tax collections effective the 1st day of July 2024.
2. The City Manager is authorized to negotiate and enter into an agreement with Henderson County on behalf of the City in such form and with such provisions as he may deem appropriate, after consultation with the City Attorney, provided that the price may not be changed without approval from the City Council.
3. The City Manager, City Attorney, and City Staff are authorized to take such other actions as may be necessary to carry out the terms and provisions of the agreement as entered and signed by the City Manager.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May, 2024.

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

INTERLOCAL AGREEMENT FOR TAX COLLECTION

THIS INTERLOCAL AGREEMENT is made and entered into this the ___ day of _____ 2024, and effective as of the 1st day of July 2024, by and between HENDERSON COUNTY, hereinafter the “County” and the CITY OF HENDERSONVILLE, hereinafter the “City”, and collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County and City have determined that it is in the public benefit and interest to enter into an Interlocal Agreement for Tax Collection; and

WHEREAS, the Parties have agreed that the negotiated payment set forth herein is in the best interests of their citizens; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, provide that units of local government may enter into agreements in order to execute an undertaking providing for the continual exercise by one unit of any power, function or right, including the collection of taxes; and

WHEREAS, the City and County agree this Interlocal Agreement shall continue for two (2) years, from July 1, 2024 to June 30, 2026, unless terminated pursuant to the terms herein; and

WHEREAS, the governing bodies of the City and County have ratified this Interlocal Agreement by Resolutions being recorded in their respective minutes; and

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions contained in this Interlocal Agreement herein accruing to the benefit of each of the respective parties hereto and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the City and County, the parties agree as follows:

- 1. County Billing and Collection of City Taxes
 - a) The County shall provide collection of current and future municipal ad valorem property taxes. Collection of delinquent taxes existing prior to July 1, 2019 shall be the responsibility of the City except as stated below.
 - b) Notwithstanding, no City tax bill in an amount less than Five Dollars (\$5.00) shall be issued.
 - c) The City shall appoint the County’s Tax Collector as the City’s Tax Collector, and the County’s Delinquent Tax Collector as the City’s Delinquent Tax Collector.

2. Term of Agreement: This Interlocal Agreement shall continue until terminated pursuant to the terms herein.

3. Compliance

The County will comply with all applicable tax collection laws of North Carolina, including those contained in Subchapter II of Chapter 105 of the General Statutes of North Carolina, and all administrative mandates issued by the State of North Carolina.

4. Records and Accounts and Operations

- a) The County shall be responsible for maintaining, in an on-line environment, all ad valorem tax records, including amounts paid and unpaid, in the same manner as County records are maintained.
- b) The City will provide the County with all necessary information for transfer for all funds due the City, the County will properly account and distribute such funds by check or other mutually agreed upon method monthly and notify the City Finance Director by the 15th of each month on amounts to be transferred.
- c) The County shall provide the City with all necessary and required reports in such format and detail to enable the City to prepare and record the necessary financial transactions. Such reports shall be mutually agreed upon by the City and County Finance Directors.
- d) The County will provide the City with information sufficient to complete all required reports to outside agencies, including the TR-2 report and reports necessary for the City's financial statements. The City shall be responsible for the completion of all reporting involving property tax.
- e) The County shall provide the City's External Auditors, during regular business hours, access to the City Tax Receivables' daily cash transactions and other records pertaining thereto to the fullest extent practicable.
- f) The City shall provide the County Tax Collection Office with access, to the extent legally allowable, into any of the City's records systems that the City deems to be beneficial in the collection of City taxes.
- g) The City agrees to appoint and maintain one of its employees as a Deputy Tax Collector to act on behalf of the City in presenting certain matters to the City Council.
- h) The County shall promptly provide the City with requests for releases or refunds when received, together with reasonable information needed to make a determination on requests for releases or refunds. The City shall, at its next regular City Council meeting occurring at least ten (10) days after the receipt of the request and information, place the matter before the City Council for determination as to whether to grant the release or refund of City taxes.

5. Pro Rata Payments

Unless the taxpayer specifies otherwise, the County shall distribute payments received from City taxpayers of less than the total amount owed on City and County taxes on a proportionate basis between taxes owed the County and the City, after all costs, interest and penalties are first paid.

6. Costs for Billing and Collections

The County shall incur all costs for preparing, printing, billing and collecting the City tax bills, including follow-up notices.

With respect to the cost for collection actions taken by the County, for example advertising costs, attorney's fees and garnishment fees where such costs are not paid directly by the taxpayer involved, the County shall split the costs on a proportionate basis between taxes owed the County and the City.

When agreed upon by both the County and City, joint advertisement, including the advertisement of tax liens for both the County and the City, is permissible.

7. Foreclosures

- a) The County shall be responsible for determining the time for commencing all tax foreclosure proceedings (except for those regarding any foreclosure proceedings instituted by the City on City taxes delinquent as of the date of this agreement). The City hereby delegates this decision to the County. The County shall give the City notice of the institution of any foreclosure action at least thirty days prior to filing in cases where there are delinquent taxes owed the City as of the date hereof.
- b) The County shall send a joint notice as required by N.C. Gen. Stat. §105-375(c) and shall consolidate the tax liens of the County and the City for the purpose of docketing a judgment on such liens as contemplated by N.C. Gen. Stat. §105-375(k). Following entry of a judgment, an execution shall be issued to enforce such judgment.
- c) All expenses directly related to compliance with the procedural and substantive requirements of N.C. Gen. Stat. §105-375, including but not limited to notice, docketing the judgment and execution on such judgment, shall be advanced by the County, and reimbursed to the County from the proceeds of any foreclosure sale prior to payment to the City and County of taxes recovered.
- d) The parties shall agree in advance of the sale upon a "maximum joint bid" for each execution sale of property to enforce a judgment entered as provided herein above, which bid will be entered on behalf of both parties. The "maximum joint bid" shall be the sum of all taxes, interest, penalties and applicable costs of enforcement, collection and sale owed to both jurisdictions. The parties further agree that if third parties bid at such execution sale, they will bid up to the "maximum joint bid", such that no third party will purchase the property for less than the "maximum joint bid". If the parties are the highest bidder at any sale, they shall each contribute to the purchase price a pro rata

amount of the whole, determined by the amount of ad valorem taxes owed to each of them for the respective tax year on the subject real property in relation to the total amount of ad valorem taxes owed to both parties.

- e) If the parties acquire title to real property following an execution sale as contemplated in this Agreement, they shall take title as tenants in common with each party owning a fractional interest of the whole that is equal to the same fraction as their contribution to the purchase price.

8. Payment to County

The fee for collection services for each fiscal year shall be a flat amount of 0.5% (equivalent to one half of one percent of the then-current Fiscal Year collections). Payment shall be accomplished by the County withholding the fee when remitting the monthly collection to the City.

9. Termination

This Interlocal Agreement may be terminated by either party by providing six (6) months' notice prior to the start of the next fiscal year. Upon notice of termination of the Interlocal Agreement, the County shall deliver to the City all tax records, in a customary electronic data format, or in whatever form held in its hands, pertaining to its listing, billing and collecting, consistency of the tax bills, tax scrolls and other related records by February 1st of the fiscal year in which the termination shall be effective. The County shall continue to collect current and delinquent taxes through June 30th of the fiscal year in which the termination shall be effective. Upon termination of the Interlocal Agreement, the County shall provide a full accounting to the City of the status of all tax collections. After June 30th of the fiscal year in which the termination becomes effective, the County shall not be further obligated either as to current or delinquent taxes due to the City.

10. Entire Agreement

This Interlocal Agreement, including all exhibits or attachments if any, sets forth the entire Agreement between the Parties regarding the services and matters set forth herein. All prior conversations or writings between the Parties hereto or their representatives on this subject matter are merged within and extinguished. This Interlocal Agreement shall not be modified or amended except by a written instrument executed by duly authorized representatives of the Parties herein.

11. Notice

Notice under this Interlocal Agreement shall be deemed sufficient upon the mailing to the parties by certified or registered mail at the following locations:

County of Henderson
 c/o Charles Russell Burrell
 1 Historic Courthouse Square, Suite 5
 Hendersonville, NC 28792

City of Hendersonville
 c/o _____
 145 5th Avenue East
 Hendersonville, NC 28792

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written and if corporate, by their duly authorized representative.

HENDERSON COUNTY

By: _____
John Mitchell, County Manager

CITY OF HENDERSONVILLE

By: _____
John Connet, City Manager

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act N.C.G.S. 159-28(a).

By: _____
Samantha Reynolds
Henderson County Finance Director

Date: _____



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Caitlyn Gendusa **MEETING DATE:** 5/2/2024
AGENDA SECTION: New Business **DEPARTMENT:** Public Works
TITLE OF ITEM: Approval of Sustainability & Energy Efficiency Policy - *Caitlyn Gendusa, Public Works Superintendent Sustainability Manager*

SUGGESTED MOTION(S):

Motion to approve

SUMMARY:

The purpose of this policy is to incorporate green building standards into all new and renovated facilities constructed and owned by the City of Hendersonville to demonstrate the City’s commitment to sustainable building design in its own building practices and policies.

BUDGET IMPACT: No direct impacts

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

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

ATTACHMENTS:

Building Efficiency & Sustainability Policy

Building Efficiency & Sustainability Policy Resolution

Resolution # __-__

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT THE POLICY ON BUILDING EFFICIENCY & SUSTAINABILITY REQUIREMENTS FOR ALL NEW MUNICIPAL CITY CONSTRUCTION AND RENOVATIONS

WHEREAS, the City of Hendersonville City Council adopted Resolution R-21-53 recognizing core values and beliefs that include environmental sustainability as an important consideration for all projects and programs; and

WHEREAS, The purpose of this policy is to incorporate green building standards into all new and renovated facilities constructed and owned by the City of Hendersonville to demonstrate the City’s commitment to sustainable building design in its own building practices and policies; and

WHEREAS, there continue to be opportunities to save Hendersonville taxpayers money by improving the energy efficiency of City buildings, reducing fuel usage by incorporating electric vehicle infrastructure, and reducing water usage by purchasing water efficiency fixtures.

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

1. The Policy on Building Efficiency & Sustainability Requirements for all New Municipal City Construction and Renovations, is hereby approved.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _th day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



POLICY ON BUILDING EFFICIENCY & SUSTAINABILITY REQUIREMENTS FOR ALL NEW MUNICIPAL CITY CONSTRUCTION AND RENOVATIONS

I. Introduction and Purpose

The purpose of this policy is to incorporate green building standards into all new and renovated facilities constructed and owned by the City of Hendersonville to demonstrate the City's commitment to sustainable building design in its own building practices and policies. This includes:

- Reducing energy costs by maintaining energy efficiency standards; and
- Taking advantage of federal credits and utility rebates available for energy efficient buildings.

The below standards are required if the construction plans are replacing or modifying the specified area and/or building feature. The City Manager or assignee shall at their discretion exempt certain requirements as requested.

II. Requirements

Exterior Design and Construction

- a. All new buildings and renovations are required to participate in Duke Energy's Energy Design Assistance Program if eligible and should contact Duke Energy in early design phases to determine eligibility.
- b. EVSE ready parking: Associated parking lots shall be constructed to be electric vehicle supply equipment (EVSE) capable. This includes:
 - i. Electric panel capacity, dedicated branch circuit that is not less than 40-ampere and 208/240-volt, and continuous raceway both underground and surface mounted to enable the future installation of electric vehicle supply equipment.
 - ii. Parking lots constructed to accommodate 20% of spots as EVSE capable. Parking lots with 10 or fewer parking spaces are exempt from this requirement.
- c. Solar: Building and associated area shall be designed as solar PV ready, excluding non conditioned buildings. This includes:
 - i. Adequate electrical conduit from the roof, ground, or parking lot to the electrical room to accommodate roof, ground mounted, and/or parking lot solar;
 - ii. Designated space in electrical panel for future solar interconnection or for 2nd electrical panel or sub-panel;
 - iii. Designated space outside or in electrical room for PV system equipment such as inverters and transformers for adequate cooling;

- iv. Design roof to accommodate additional load requirement for PV system;
 - v. Solar orientation (direction and angle) should be included as a building design consideration for new construction;
 - vi. Designing solar PV ready roof to accommodate the largest system size possible while not interfering with Duke Energy limitations on maximum power generation; and
 - vii. For renovations: When installing, ensure the existing roof is in a condition to adequately support the PV system's full lifespan without needing repairs or replacement that would require disassembling the PV system.
- d. Permeable Pavement: 20% of the total area of new parking lots shall be constructed with pervious pavement/paver systems
- i. Water & Sewer Facilities excluded from this requirement if there is a potential for surface and/or groundwater contamination from operations.
- e. Alternative Transportation: Must install at least 1 bike rack for every 1,500 square feet of building area if building is accessible to the public.
- f. Landscaping: Design in a way that reduces water use, manages stormwater, and enhances biodiversity which may include but is not limited to:
- i. Plants specified on the Tree Board's Recommended Landscape Species List;
 - ii. Invasive plants prohibited;
 - iii. Utilize smart irrigation instead of spray;
 - iv. Where possible, source trees with larger canopy to increase wildlife habitat potential; or
 - v. Minimize sod/turf to decrease water and maintenance.
 - vi. Utilize green infrastructure in site design to mimic the predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain stormwater runoff on-site.
- g. Grey infrastructure: Incorporate rainwater harvesting systems into all new facilities that will require irrigation or have equipment/vehicle washing stations on-site.

Interior Design and Construction

- h. Lighting:
- i. All interior and exterior lighting is LED;
 - ii. Motion sensing lighting required at frequently visited communal areas such as but not limited to public restrooms and/or kitchens where it does not impose a safety risk such as equipment operating areas; and
 - iii. Consider lighting controls that allow for automatic or remote turn off or dimming when not needed.
- i. Heating & Cooling, HVAC
- i. Units shall have the minimum rating that includes:
 1. Central AC: 15 SEER rating or higher
 2. Heat pump: 10.5 Heating Seasonal Performance Factor, HSPF or higher
 3. Gas Furnace: 94 HSPF or higher
 4. Boiler and/or oil furnace: 90 Annual Fuel Utilization Efficiency, AFUE or higher

- ii. Procurement process shall prioritize efficient electric equipment such as conventional heat pumps and mini split heat pumps.
 - iii. Units shall have low-impact refrigerants or no refrigerants where possible.
 - iv. Where economically feasible, boilers shall not be used with a preference for solar hot water heaters and on demand water heaters where practical.
 - v. Smart thermostats are required in areas that enable personal preferences in temperature control.
 - vi. Prior to procurement, a 5 year cost analysis shall be completed to consider the overall cost savings and environmental impacts either by the contractor or Sustainability Manager.
- j. Windows: Required maximum U factor of 0.3 and SGHC 0.4 unless deemed as a historic building
- k. Plumbing:
- i. Fixtures shall not exceed the following flow rates:
 - 1. Water closets = 4.8 L / flush
 - 2. Urinals = 0.5 L / flush
 - 3. Lavatory faucets = 1.9 L / min
 - 4. Kitchen faucets = 5.7 L / min
 - 5. Showers = 5.7 L / min.
- l. Appliances: Must be EnergyStar certified
- m. Ambient and indoor air quality:
- i. Paint shall not exceed 50 g/l of volatile organic compounds, VOC's. Industrial maintenance safety coatings shall not exceed 480 g/l of VOCs.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Lew Holloway

MEETING DATE: May 2nd, 2024

AGENDA SECTION: PRESENTATIONS

DEPARTMENT: Community
Development

TITLE OF ITEM: Proclamation: Historic Preservation Month – *Historic Preservation Commission*

SUGGESTED MOTION(S):

N/A

SUMMARY:

May is Historic Preservation month across the country and the Commission is highlighting that via the submitted proclamation.

BUDGET IMPACT: \$

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

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

Proclamation



CITY OF HENDERSONVILLE

The City of Four Seasons

A PROCLAMATION FOR NATIONAL HISTORIC PRESERVATION MONTH IN HENDERSONVILLE, NC

WHEREAS, Historic Preservation is an effective tool for managing growth, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability, *and*

WHEREAS, The historic houses and buildings of Hendersonville help make our City unique and provide links with the aspirations and attainments of the City’s pioneers and their descendants, *and*

WHEREAS, These fine examples of Nineteenth and Twentieth century buildings contribute to an appreciation of our heritage, *and*

WHEREAS, Historic Preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds, *and*

WHEREAS, It is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people, *and*

WHEREAS, Historic Preservation Month can instill awareness of the local historically significant buildings and landmarks to the residents of Hendersonville and surrounding communities; and

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville, North Carolina, on behalf of the City Council, do hereby acknowledge May to be Historic Preservation month in the City of Hendersonville and call upon our fellow citizens to recognize and participate in this special observance. Our work to protect our community heritage proves that in Hendersonville we are “One Team One Goal.”

Proclaimed this the 2nd day of May, 2024.

Seal

Barbara G. Volk, Mayor
City of Hendersonville

Attest: _____
Jill Murray, City Clerk



MAYOR’S PROCLAMATION

WHEREAS, water is our most valuable natural resource; and

WHEREAS, drinking water serves a vital role in daily life, serving an essential purpose to health, hydration and hygiene needs for the quality of life our citizens enjoy; and

WHEREAS, tap water delivers public health protection, fire protection, support for our economy and the quality of life we enjoy; and

WHEREAS, the hard work performed by the entire water sector, designing capital projects, operators ensuring the safety and quality of drinking water or a member of a pipe crew maintaining the infrastructure communities rely on to transport high quality drinking water from its source to consumers’ taps; and

WHEREAS, the coronavirus pandemic has shone a light on the importance of drinking water for health, hydration and hygiene needs; and

WHEREAS, we are all stewards of the water infrastructure upon which current and future generations depend; and

WHEREAS, the citizens of our city are called upon to help protect our source waters from pollution, practice water conservation and get involved with their water by familiarizing themselves with it;

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me as Mayor of the City of Hendersonville, I do hereby proclaim May 5-11, 2024, as Drinking Water Week.

Barbara G. Volk, Mayor
City of Hendersonville

Jill Murray, City Clerk

Attest: _____

Proclamation

Public Service Recognition Week

Designating the week of May 5 -11, 2024 as “ Public Service Recognition Week”

WHEREAS, Americans are served every single day by public servants at the federal, state, county and city levels; and

WHEREAS, the public employees of the City of Hendersonville are committed to exhibiting the highest standards of professional excellence, creativity, skill, and customer service; and

WHEREAS, in often difficult circumstances, our civil servants work to protect and improve the quality of life for our residents, businesses, and visitors; and

WHEREAS, the efficiency of government relies on public employees who provide services in the quality and quantity required and expected by the public; and

WHEREAS, the City of Hendersonville recognizes the generous contributions of time and talent by public employees, and the importance of the services they render; and

WHEREAS, Public Service Recognition Week has been celebrated the first week of May since 1985 to honor those who serve our nation as federal, state, county, and local government employees.

NOW, THEREFORE, I, Barbara G, Volk, Mayor of the City of Hendersonville, North Carolina, hereby proclaim May 5-11, 2024 as Public Service Recognition Week and encourage all citizens to join in appreciation of our public employees past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities.

PROCLAIMED this 2nd day of May, 2024

Seal

Barbara G. Volk, Mayor
City of Hendersonville

Attest: _____
Jill Murray, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle, Assistant City Manager **MEETING DATE:** May 2nd, 2024

AGENDA SECTION: Presentations **DEPARTMENT:** Administration

TITLE OF ITEM: Recognition of Allison Justus – *Brian Pahle, Assistant City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

A presentation for Allison Justus completing the Municipal and County Administration course at the UNC School of Government.

BUDGET IMPACT: \$

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

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

ATTACHMENTS:

N/A

North Carolina Accredited Floodplain Managers (CFMs)

The NC certification program provides a formal, measurable mechanism for training and developing sound floodplain management concepts and practices in those persons who make recommendations and decisions that guide development and mitigation activities. The certification recognizes their continuing education and professional development.

The North Carolina Association of Floodplain Managers recognizes the following professionals who have achieved Certified Floodplain Manager (CFM) status.

***Please note that the CFM program in North Carolina is administered by the national association, ASFPM.** If you have incorrect information below, please contact cfm@floods.org with your new information. Please also send the updated information that would reflect on this page to ncafpn@ncafpn.org.

UPDATED: 3/26/24

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z

(Click letter to go directly to that section)

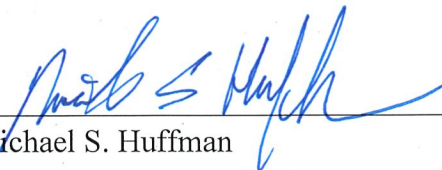
Marc Horstman, W.K. Dickson [&] Co., Inc.
Jennifer Housman, AECOM
Rawls Howard, Cumberland County
Andrew Howell, SEPI Engineering [&] Construction
Ivy Huang, VHB
Matthew Hubert, Town of Waxhaw
Keith Huff, City of Winston-Salem
Michael Huffman, City of Hendersonville
Kenneth D. Hunu, PE, ATKINS
Jeffrey Huss, City of Washington, NC
Dale Hyatt, City of Raleigh



City of Hendersonville Floodplain Administrator

I, **Michael S. Huffman**, do solemnly and sincerely swear that I will support and maintain the Constitution and laws of the United States, that I will be faithful and bear true allegiance to the State of North Carolina, and to the Constitutional powers and authorities which are or may be established for the government thereof; and that I will endeavor to support, maintain and defend the Constitution of said State, not inconsistent with the Constitution of the United States, to the best of my knowledge and ability, so help me God.

I, Mike Huffman, do swear that I will well and truly execute the duties of the office of the City of Hendersonville Floodplain Administrator according to the best of my skill and ability, according to law, so help me God.

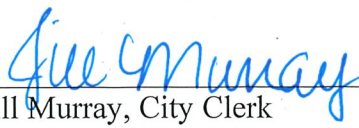


Michael S. Huffman

(SEAL)



Sworn to before me this the 1st day of February, 2024.



Jill Murray, City Clerk
City of Hendersonville, NC



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER: Matthew Manley, Planning Manager

MEETING DATE: May 2, 2024

AGENDA SECTION: Public Hearing

DEPARTMENT: Community Development

TITLE OF ITEM: Rezoning: Conditional Zoning District – Osceola Inn Adaptive Reuse (P23-70-CZD) – *Matthew Manley, AICP – Strategic Projects Manager*

SUGGESTED MOTION(S):

For Recommending Approval:

I move City Council **adopt** an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN: 9568-31-5964) from R-15 (Medium Density Residential) to R-15 CZD (Medium Density Residential - Conditional Zoning District) based on the site plan and list of conditions submitted by and agreed to by the applicant, [dated February 5, 2024,] and presented at this meeting and subject to the following:

1. The development shall be consistent with the site plan, including the list of applicable conditions contained therein, and the following permitted uses:

- 1. Adaptive Reuse including:
 - a) Hotel with:
 - 20 Guest Rooms
 - Event & Conference Space
 - Café
 - b) Residential, Multi-Family
 - 26 - 1 & 2 Bedroom Units

[for amendments to uses or conditions discussed and agreed upon in the meeting (between City & Developer) and not yet represented on the site plan, please use #2 below - if no amendments are made in the meeting, disregard #2 below and skip to next item using number in parentheses]

For Recommending Denial:

I move City Council **deny** an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN: 9568-31-5964) from R-15 (Medium Density Residential) to R-15 CZD (Medium Density Residential - Conditional Zoning District) based on the following:

1. The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan, but inconsistent with the Future Land Use Designation, based on the information from the staff analysis and the public hearing, and because:

The adaptive reuse of an historic structure aligns with strategies in the 2030 Comprehensive Plan including Strategy CR-1.5, however the Medium Intensity Neighborhood Future Land Use designation does not recommend any commercial uses or multi-family uses on local streets.

2. We do not find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:

- 1. The proposed hotel and multi-family uses are incompatible with the surrounding single-family homes.
- 2. The proposed use would generate excess traffic on local streets.

[DISCUSS & VOTE]

2. (skip if not applicable) Permitted uses and applicable conditions presented on the site plan shall be amended to include:

- a.
- b.

3(2). The petition is found to be consistent with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because:

The adaptive reuse of an historic structure aligns with strategies in the 2030 Comprehensive Plan including Strategy CR-1.5.

4(3). Furthermore, we find the petition to be inconsistent with the Future Land Use Map based on the following:

The Medium Intensity Neighborhood Future Land Use designation does not recommend any commercial uses or multi-family uses on local streets.

5(4). Therefore we recommend designating the Future Land Use of the parcel as:

Neighborhood Activity Center where multi-family residential, pedestrian amenities (plazas, outdoor seating, etc.) and mixed uses are secondary recommended land uses.

6(5). We find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:

1. The proposed use satisfies the Supplementary Standards for ‘Adaptive Reuse’.
2. The proposed use as a hotel aligns with the original use of the property.
3. The historic structure and its use as an inn predate the surrounding single-family land uses.
4. The scale of the proposed reuse will not negatively impact the surrounding neighborhood.
5. The proposed rezoning will allow for preservation of the historic structure, into which reinvestment is greatly needed.

[DISCUSS & VOTE]

SUMMARY: The City of Hendersonville is in receipt of an application for a Conditional Zoning District from Fiona McColley of BL Corp of NC for the property located at 159 Osceola Rd (PIN: 9568-31-5964). The current zoning of the historic property is R-15 in the ETJ. The applicant is requesting to reuse the existing Osceola Inn for a 20-room hotel

with conference/event space and café and 26-multi-family apartment/condo units. This is considered an ‘Adaptive Reuse’ which is permitted in the R-15 Conditional Zoning District (CZD).

The 3.75 Acre property and its associated structures would be rehabilitated. No new buildings are proposed to be constructed. The current site arrangement accommodates 42 parking spaces. The applicant will expand parking as needed (min 53) up to the amount shown on the site plan (67). Tree credits will be used to meet landscaping requirements. The existing Bradford Pears on the property are proposed to be removed.

The Inn was originally constructed in 1909 and was utilized for its original purpose until the early 2000s. Most recently the historic structure served as Heartwood Refuge which was categorized as Religious Institution. The R-15 zoning was likely applied when the surrounding area was added to the City’s ETJ in 1996.

At their meeting on April 11, 2024, the Planning Board voted unanimously to recommend approval of the CZD request.

PROJECT/PETITIONER NUMBER:	P23-70-CZD
PETITIONER NAME:	Fiona McColley, BL Corp of NC [Applicant / Owner]
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Staff Report 2. Proposed Site Plan / Tree Removal Plan 3. Planning Board Summary 4. Neighborhood Compatibility Summary 5. Draft Ordinance 6. Proposed Zoning Map 7. Application / Concept Plan

REZONING: CONDITIONAL REZONING – OSCEOLA INN ADAPTIVE REUSE (P23-70-CZD)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

PROJECT SUMMARY 2

EXISTING ZONING & LAND USE 3

SITE IMAGES 4

SITE IMAGES 5

SITE IMAGES 6

FUTURE LAND USE 8

REZONING ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4) 9

ZONING CODE REFERENCES 10

REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4) 12

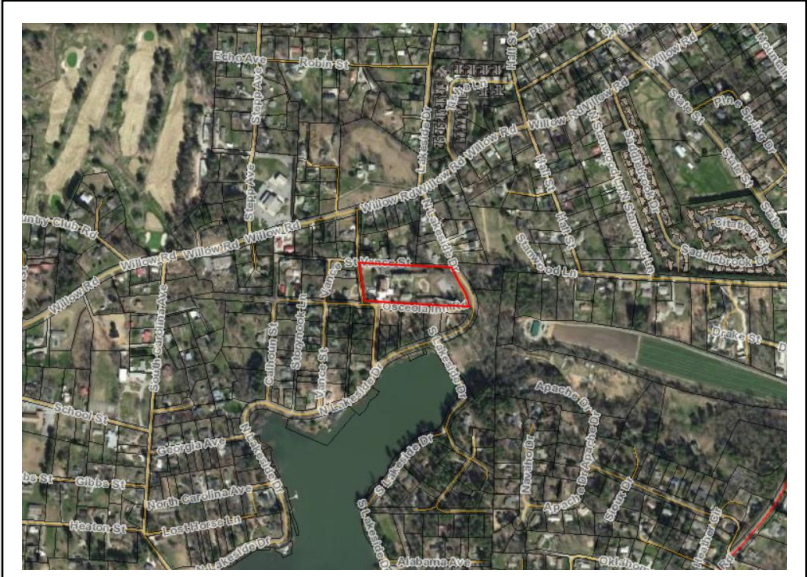
DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT 13

STAFF SITE PLAN REVIEW – SUMMARY COMMENTS 14



PROJECT SUMMARY

- Project Name & Case #:
 - Osceola Inn Adaptive Reuse
 - P23-70-CZD
- Applicant & Property Owner:
 - Fiona McColley, BL Corp of NC [Applicant / Owner]
- Property Address:
 - 159 Osceola Road
- Project Acreage:
 - 3.75 Acres
- Parcel Identification (PIN):
 - 9568-31-5964
- Current Parcel Zoning:
 - R-15, Medium Density Residential
- Requested Zoning:
 - R-15 CZD, Medium Density Residential Conditional Zoning District
- Requested Uses:
 - Adaptive Reuse
 - 26 Multi-Family Units
 - 20 Room Hotel with Event Center and Cafe
- Future Land Use Designation:
 - Medium Intensity Neighborhood
- Proposed Future Land Use Designation
 - Neighborhood Activity Center
- Neighborhood Compatibility Meeting:
 - August 31, 2024
- Tree Board Meeting:
 - March 19, 2024



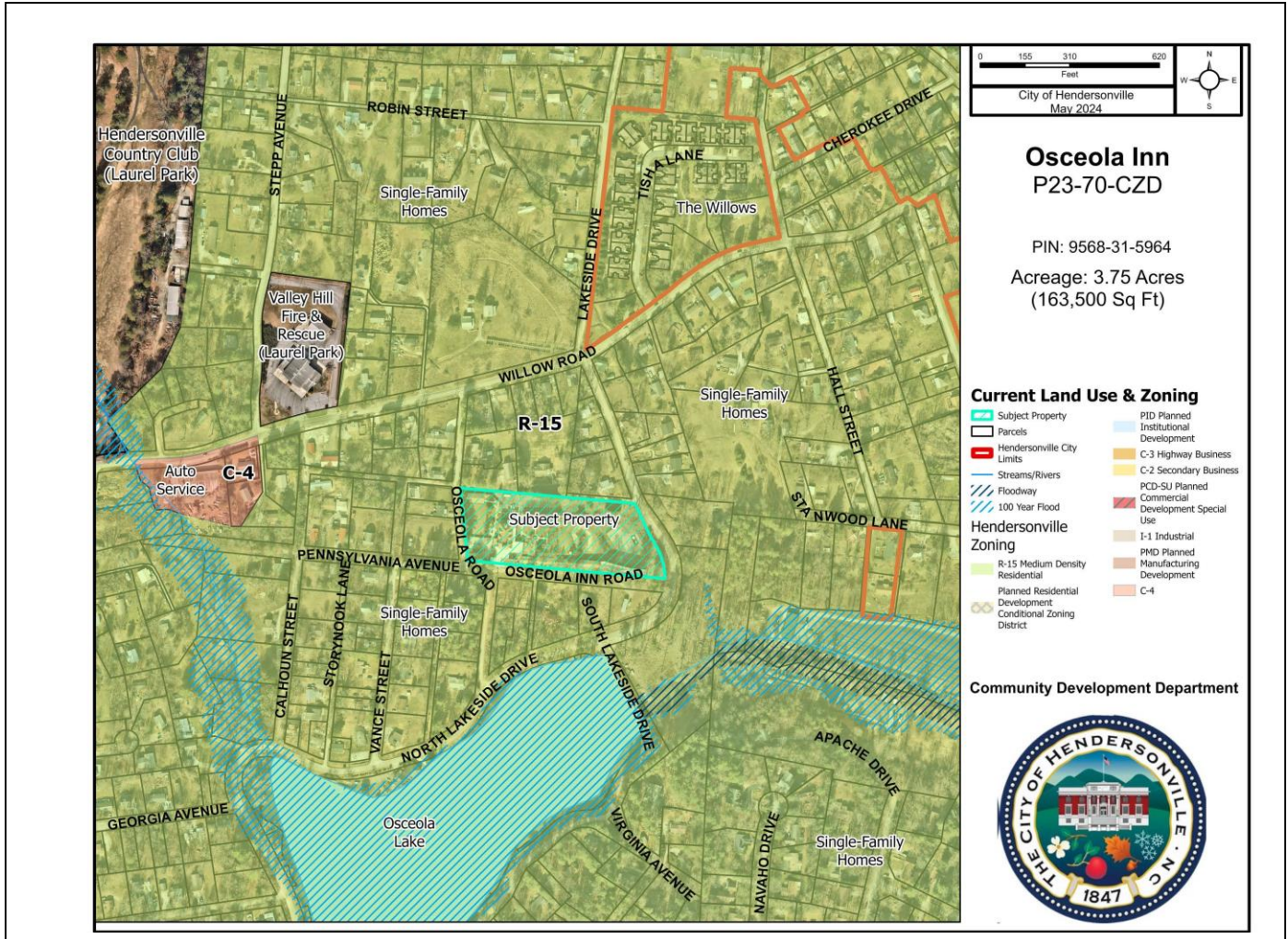
SITE VICINITY MAP

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The Inn was originally constructed in 1909 and was utilized for its original purpose until the early 2000s. Most recently the historic structure served as Heartwood Refuge which was categorized as Religious Institution. The R-15 zoning was likely applied when the surrounding area was added to the City’s ETJ in 1996.

EXISTING ZONING & LAND USE



City of Hendersonville Current Zoning & Land Use Map

The subject property is currently zoned R-15 in the City’s Extraterritorial Jurisdiction (ETJ). The property is located .1 miles from the City of Hendersonville corporate limits and .1 miles from the Valley Hill Fire Dept - a satellite parcel within the jurisdiction of Laurel Park.

The area around the subject property is dominated by R-15 zoning with one parcel on Willow Rd zoned C-4. Uses in the surrounding neighborhood are predominately single-family residential with some agriculture, recreation, small commercial and civic uses in the vicinity.

The floodplain of Tony’s Creek > Osceola Lake > Shepherd Creek is in proximity to the subject property. The subject property is sited on high ground above Osceola Lake. The historic inn, the lake and the lake’s dam are significant landmarks in the area.

SITE IMAGES



View of principal building at subject property (facing northeast)



View of east side of principal structure from interior courtyard (facing west)

SITE IMAGES



Facing north. View of rear of south wing and some existing parking



Facing west. View of south wing in the foreground (left). North wing in background (right).

SITE IMAGES



View of fenced tennis court area. Up hill to the far left is location of filled-in swimming pool.



View of interior courtyard. Row of Bradford Pears to be removed.

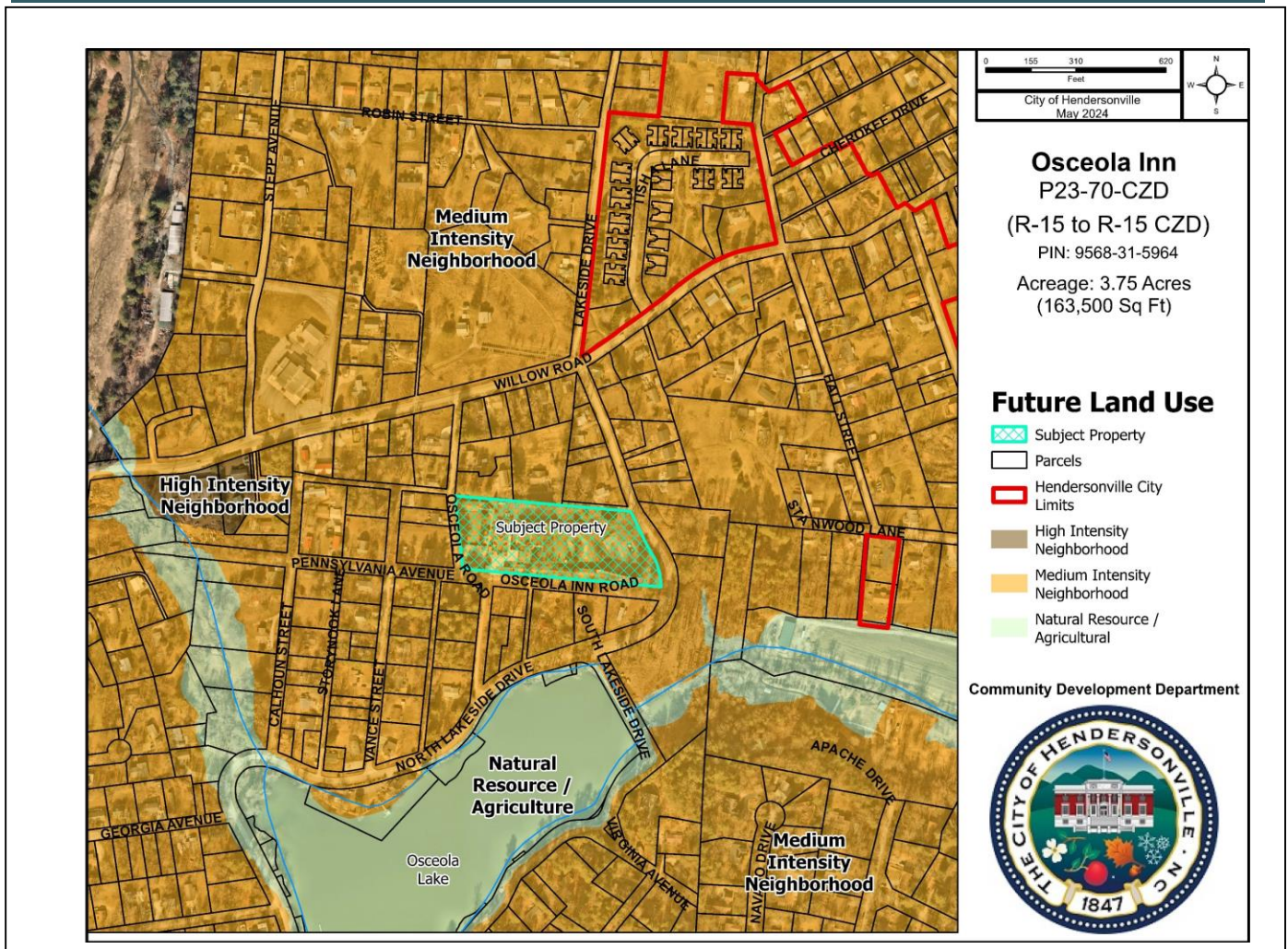


View from subject property of N Lakeside Dr (foreground) and Johnson Farm located along Shepherd Creek downstream of Osceola Lake (background).



View of Osceola Lake from N. Lakeside Dr at Osceola Rd.

FUTURE LAND USE



City of Hendersonville Future Land Use Map

According to the City of Hendersonville’s 2030 Comprehensive Plan, the subject property is designated as Medium Intensity Neighborhood. Furthermore, the 2030 Future Land Use Map indicates that the sector of the City where the subject property is located has an overwhelming preponderance of Medium Intensity Neighborhood with only a few exceptions.

One exception is the designation of Natural Resource/Agriculture which follows the Osceola Lake, the creeks which feed it and discharge from it, and the Johnson Farm to the east of the subject property.

The other exception is a small area designated as High Intensity Neighborhood on Willow Rd.

REZONING ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4)

GENERAL REZONING STANDARDS: COMPREHENSIVE PLAN CONSISTENCY	
Future Land Use	<p>The subject property is designated as <i>Medium Intensity Neighborhood</i> on the <i>Future Land Use Map</i>. Goal LU-6. Medium-Intensity Neighborhood. Provide a transition between High and Low-Intensity Neighborhood areas while providing a wide range of housing formats and price points. Promote walkable neighborhood design and compatible infill development in new neighborhoods and as a means of preserving and enhancing existing neighborhoods. [CONSISTENT]</p>
	<p>Strategy LU-6.2 Primary Land Uses:</p> <ul style="list-style-type: none"> • Single Family attached and detached [INCONSISTENT] • Open Space [CONSISTENT]
	<p>Strategy LU-6.3 Secondary Land Uses:</p> <ul style="list-style-type: none"> • Limited multi-family residential along roadways designated as Boulevards or Major Throughfares on the Future Land Use Map [INCONSISTENT] • Planned Residential Developments [INCONSISTENT]
	<p>Strategy LU-6.4 Development Guidelines:</p> <ul style="list-style-type: none"> • 2 to 8 Units per gross acre [CONSISTENT - 7 Units/Acre proposed] • At least 60% Open Space [CONSISTENT - Currently over 60% Open Space] • Architectural guidelines to encourage compatibility when different housing types abut one another (e.g. similar building height, massing, roof pitch, and rhythm of windows and façade detailing) [CONSISTENT - binding site plan includes preservation of existing structure]
Land Use & Development	<p>The property is designated as a “Preservation & Enhancement” on the Growth Management Map (Map 8.3a). “Developed areas in which few significant changes are expected, or undeveloped areas that are not considered a high priority for growth. The City should respond to development or redevelopment in these areas by maintaining and enhancing existing neighborhood character and maintaining consistency with Comprehensive Plan goals and strategies.” [CONSISTENT]</p>
Population & Housing	<p>Strategy PH-1.1. Promote compatible infill development.</p>
	<p>Strategy PH-1.2. Strictly enforce the International Property Maintenance Code to maintain the desirability of all city neighborhoods and maintain homeowner confidence</p>
	<p>Strategy PH-1.3. Facilitate the modernization of smaller, outdated units while preserving neighborhood character in order to maintain the viability of older neighborhoods</p>
	<p>Strategy PH-2.3. Allow housing arrangements in existing and new neighborhoods that provide affordable and/or multigenerational housing alternatives in single-family neighborhood.</p>
	<p>Strategy PH-3.2. Encourage mixed land use patterns that place residents within walking distance of services.</p>
Natural & Environmental Resources	<p>No Goals, Strategies or Actions are directly applicable to this project.</p>
Cultural & Historic Resources	<p>Strategy CR-1.5. Encourage rehabilitation of historic properties that modernizes amenities and layouts without compromising historic integrity.</p>

<p>Community Facilities</p>	<p><i>No Goals, Strategies or Actions are directly applicable to this project.</i></p>
<p>Water Resources</p>	<p><i>No Goals, Strategies or Actions are directly applicable to this project.</i></p>
<p>Transportation & Circulation</p>	<p><i>Strategy TC-1.1. - Encourage mixed-use, pedestrian-friendly development that reduces the need to drive between land uses.</i></p>

ZONING CODE REFERENCES

Adaptive Reuse is defined in Article XII of the Zoning Code as: *the development of a new use for an older building or buildings.*

Article XVI - Supplementary Standards, provides the following:

16-4-2 Adaptive reuses.

This section is intended to allow a means for the development of new uses for a building originally designed for a different use. It is intended to have application in two particular areas. The first is for the reuse of a structure which has been used historically for a use permitted in the zoning district classification but for which there is no longer any reasonable demand for such previous use. Example of this first class include church buildings and schools. The second class involves situations in which structures have been devoted historically to a nonconforming use, the owner of the property no longer desires to devote the property to that use or the use has ceased, and there is no reasonable likelihood that the property will revert to a use permitted in the zoning district classification.

Adaptive reuses may only be authorized by means of a rezoning to a conditional zoning district processed through the conditional zoning district requirements of article VII, above. In addition to the standards set forth therein, adaptive reuses must also meet the following special requirements:

- a) The developer proposes the reuse of a structure or structures used historically for a use permitted in the zoning district classification but for which there is no longer any reasonable demand for such previous use, or the developer proposes the reuse of a structure or structures used historically as nonconforming use and there is no reasonable likelihood that the property will revert to a use permitted in the zoning district classification.
- b) The developer shall state the precise nature of the proposed adaptive reuse, which shall be compatible with neighboring residential uses. If a special use permit is granted for the adaptive reuse, future use of the property shall be limited to the specified use unless 1) the use is changed to another use permitted in the zoning classification or 2) a new adaptive reuse is approved.
- c) The adaptive reuse shall be housed in an existing structure or structures.

- d) Such structures may be modified or expanded so long as the gross floor area is not increased by more than ten percent and so long as the appearance of the modification is in harmony with the neighboring residential uses.
- e) Off-street parking meeting the requirements of section 6-5, above, shall be provided. Such off-street parking shall be screened so that it is not readily visible from the street or from adjoining residential uses.
- f) The adaptive reuse may have one sign not exceeding four square feet in area.
- g) The developer shall propose, install and maintain landscaping which will assist in giving it a residential appearance.
- h) The adaptive reuse shall provide open space which shall be not less than 60 percent of the total area of the development parcel.
- i) Lighting for the adaptive reuse shall be no more than is necessary for safe use of the facility, and shall be designed and installed so that it is directed away from the roadway and any adjacent properties.
- j) Traffic generated by the adaptive reuse shall not be expected to cause an inconvenience to residents of the neighborhood.
- k) The developer shall propose hours of operation for the adaptive reuse which are designed to be compatible with neighboring residential uses. Such hours of operation shall become a condition of the special use permit, violation of which shall be grounds for revocation of the permit.

REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS	
Compatibility	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property -
	Detached single-family homes make up the predominate land use in the vicinity of the subject property. However, the surrounding single-family neighborhood was constructed between the 1930s-1970s, well after the Inn and Lake were established. The Inn has been an existing landmark that has been a defining feature of the area since before the surrounding neighborhood existed. Compatibility will be ensured through reinvestment and rehabilitation of this historic landmark.
Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment -
	The structure is in great need of repair. Certain sections are in extreme disrepair. Attempts to sell the property have been unsuccessful. Reinvestment is needed to preserve the structure. Revenue generating land uses are needed to fund reinvestment.
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 -
	As an historic structure with architectural significance, preservation of the Osceola Inn would help to maintain a cultural asset for the community. Additional small-scale units would provide needed housing. The hotel, and its associated event space and café, would also serve as an appropriately-scaled driver of economic development in this portion of the City's ETJ.
Public Facilities	Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment
	The site is served by City water and is proposed to connect to sewer service. If annexed, the subject property would be serviced by the City Fire Dept and will also be served by the City of Hendersonville Police. If not annexed, the subject property would be served by Valley Hill Fire Dept and the Henderson County Sherriff's Office. N Lakeside Dr and Osceola Rd as well as other streets in the area are NCDOT maintained roads. Other neighborhood streets, including Osceola Inn Rd, are privately maintained.
Effect on Natural Environment	Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife -
	The applicant proposes to remove 9 invasive Bradford Pear trees. The applicant has expressed interest in planting new native plants but has no formal plans. Landscaping requirements are satisfied through the use of Tree Credits. The application of Tree Credits will be finalized at Final Site Plan.

DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT

The petition is found to be **consistent** with the City of Hendersonville 2030 Comprehensive Plan, but **inconsistent** with the Future Land Use Designation, based on the information from the staff analysis and the public hearing, and because:

The adaptive reuse of an historic structure aligns with strategies in the 2030 Comprehensive Plan including Strategy CR-1.5, however the Medium Intensity Neighborhood Future Land Use designation does not recommend any commercial uses or multi-family uses on local streets. As such, the designation of the subject parcel shall be amended to Neighborhood Activity Center where multi-family residential, pedestrian amenities (plazas, outdoor seating, etc.) and mixed uses are secondary recommended land uses.

DRAFT [Rationale for Approval]

- *The proposed use satisfies the supplementary standards for 'Adaptive Reuse'.*
- *The proposed use as a hotel aligns with the original use of the property.*
- *The historic structure and its use as an inn predate the surrounding single-family land uses.*
- *The scale of the proposed reuse will not negatively impact the surrounding neighborhood.*
- *The proposed rezoning will allow for preservation of the historic structure, into which reinvestment is greatly needed.*

DRAFT [Rational for Denial]

- *The proposed hotel and multi-family uses are incompatible with the surrounding single-family homes.*
- *The proposed use would generate excess traffic on local streets*

STAFF SITE PLAN REVIEW – SUMMARY COMMENTS

PROPOSED REQUEST DETAILS

- Site Plan Summary:
 - The site plan accompanying this petition contains the following provisions:
 - 3 - Independent principal structures
 - 1 - Historic Inn
 - 2 - Lodging Wings
 - 2 - Detached accessory structures (shed and proposed manager’s residence)
 - 2 - Gazebos
 - 1 - Fenced in area formerly used for tennis courts
 - 1 - Interior courtyard
 - 1 - Walking path where an in-ground swimming pool was filled in.
 - Parking:
 - 42 existing parking spaces
 - 36 paved and 6 unpaved
 - 24 proposed parking spaces to be created as needed.
 - Only 11 spaces needed to meet minimum parking requirements:
 - Required Parking - 53 Spaces:
 - 20 spaces for Hotel rooms (1 per guest room)
 - 7 spaces for Hotel Restaurant/Event/Conference Space (1 per 600 Sq Ft)
 - 26 spaces for multi-family units (1 per unit)
 - Open Space - 2.34 Acres (62.4%)
 - Landscaping: Required to bring site into compliance for portion of site where the use is intensifying (Hotel). The remainder of the site not associated with Hotel does not require compliance. There appear to be an excess number of Tree Credits available to cover required landscaping. The final determination of Tree Credits will be covered during Final Site Plan approval process.
 - Buffer:
 - Required
 - 10’ Type B Buffer
 - Type B Buffer = per 100 LF (4 Canopy Trees + 25 Evergreen Shrubs + 33 Flowering Shrubs)
 - Buffer 200’ of Vance St + Buffer 150’ of Osceola Inn Rd
 - No Buffer on Osceola Rd (front yards are exempt)
 - Total Required: 14 Trees, 87.5 Evergreen Shrubs, 115 Flowering Shrubs
 - Provided:
 - Tree Credits + Alternative Compliance to be finalized at Final Site Plan
 - Vehicular Use Area:
 - Required:
 - 1 Tree + 2 Shrubs per 4,000 Sq Ft
 - 23,000 Sq Ft of Area
 - Total Required: 6 Trees + 12 Shrubs

- None

Proposed City-Initiated Conditions:

- None

STORMWATER ADMINISTRATOR

Site Plan Comments:

- None

Proposed City-Initiated Conditions:

- None

FLOODPLAIN ADMINISTRATOR

Site Plan Comments:

- None

Proposed City-Initiated Conditions:

- None

PUBLIC WORKS

Site Plan Comments:

- None

Proposed City-Initiated Conditions:

- None

NCDOT

Site Plan Comments:

- North Lakeside Drive should be labeled as a State Route - Resolve at Final Site Plan
- Driveway permits will be required - Resolve at Final Site Plan

Proposed City-Initiated Conditions:

- None

TRANSPORTATION CONSULTANT

Site Plan Comments:

- None (the proposed use did not trigger a TIA)

Proposed Condition:

- None

TREE BOARD

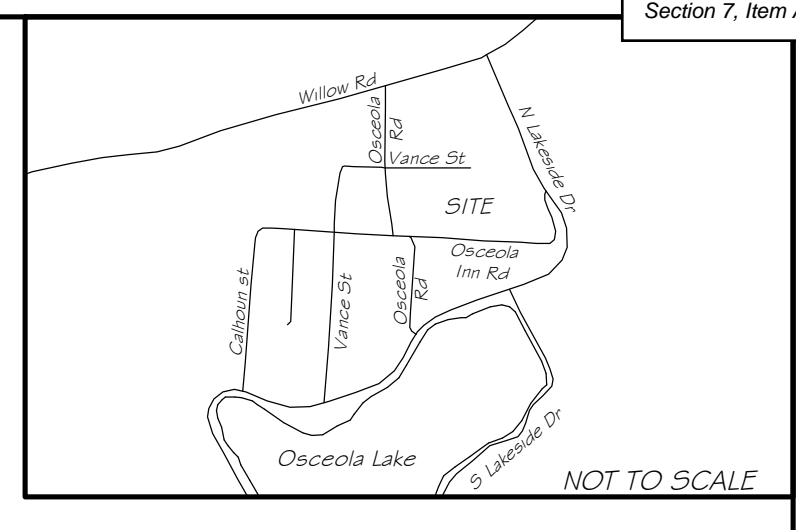
Site Plan Comments & Recommended Conditions:

- Tree Board recommended approval of the Landscaping Plan which include the removal of 9 Bradford Pears
- The Tree Board made informal recommendations to replant trees on the approved planting list and to control/remove the invasive vines on the property and reestablish with trees, shrubs and herbaceous materials.

L2 is a Tie Line

Course	Bearing	Distance
L1	S 05°08'17" E	62.94'
L2	S 05°06'54" W	50.00'

3.74 Acres
Area By Coordinate Computation



I, Cameron S. Baker, certify that this plat was drawn under my supervision from an actual survey under my supervision, (deed description recorded in Book 1647, Page 149) that the ratio of precision as calculated by latitudes and departures does not exceed 1:10,000 and that this map was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 20 day of February, 2024.

Professional Land Surveyor No. L-4920

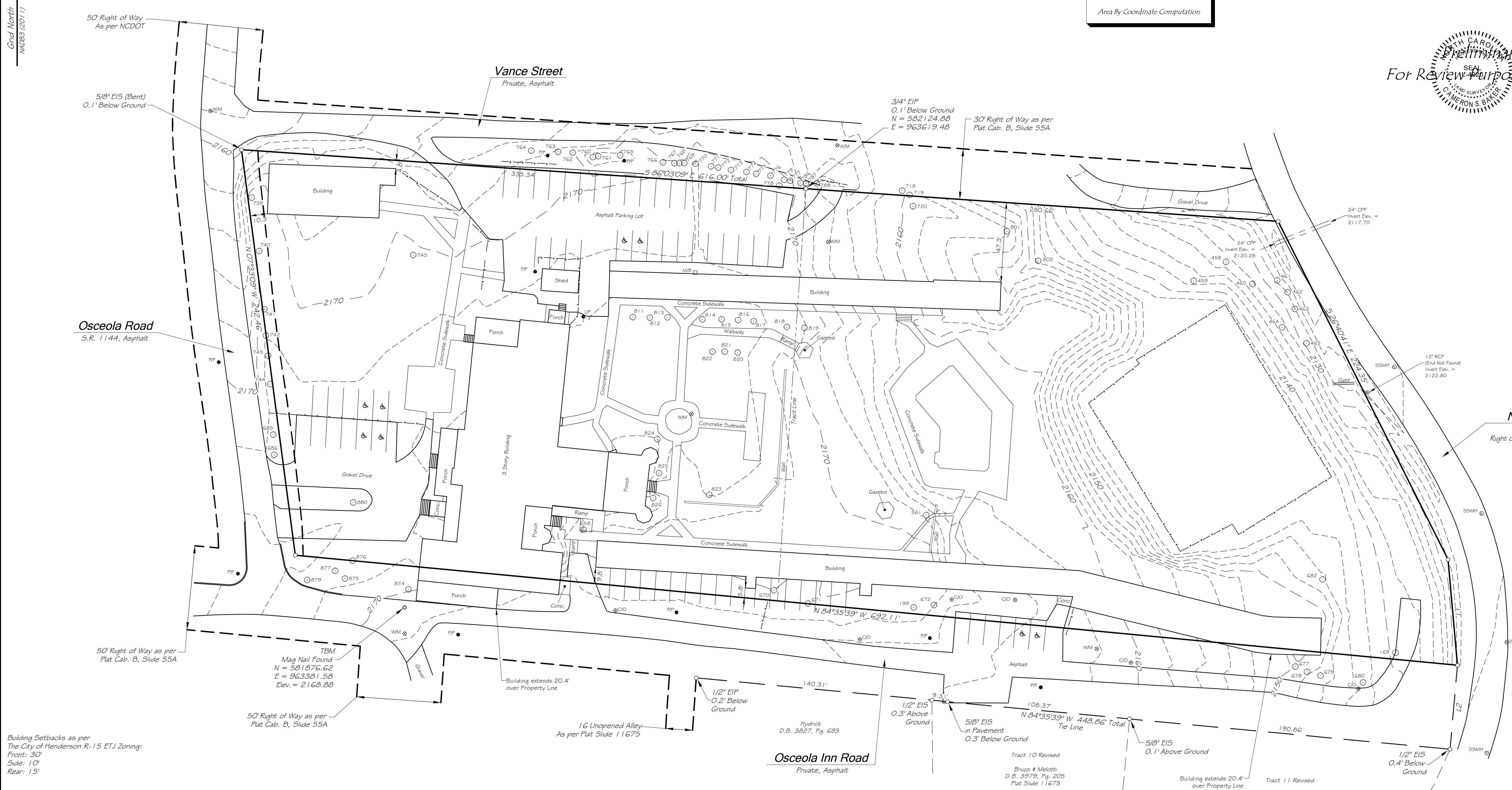
Global Positioning System Certification (RTK)
The Positional Accuracy Of The RTK Derived Positional Information Is 0.03' Horizontal & 0.03' Vertical

Horizontal Positions Are Referenced to NAD 83 (NSRS 2011)

Vertical Positions Are Referenced To NAVD 88 (Geoid 12)

Combined Factor 0.99977757 (Ground To Grid)

Equipment Used: Carlson GPS-BR6

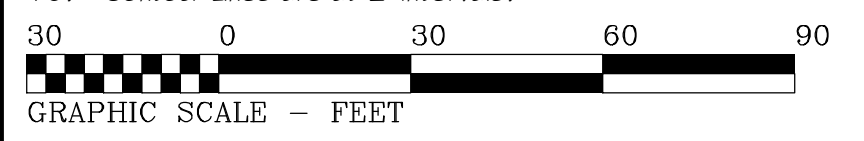


Building Setbacks as per The City of Henderson R-15 ETJ Zoning:
Front: 30'
Side: 10'
Rear: 15'

- Notes:
- Property is subject to all easements, restrictions and right of ways of record.
 - The locations of underground utilities are based on above-ground structures and record drawings provided to the surveyor. Locations of underground utilities/structures may vary from locations shown hereon. Additional buried utilities/structures may be encountered.
 - 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.
 - 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 recertified by the professional land surveyor.
 - All miscellaneous survey related materials, including but not limited to, project plans, deed and ROW research, maps, field notes and data, survey reports, record title report, 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 assigns.
 - This drawing is not valid unless the original signature and stamp are attached. Any reproduction or variance to this survey by electronic or any other means are not to be considered issued by the professional surveyor.
 - Property is currently zoned R-15 ETJ as per the City of Hendersonville.
 - A Portion of the property is located within 1/2 mile of a designated Farmland Preservation District.
 - Property is located in Zone X (Minimal Flood Risk) as per FR15 Map Panel 956B, Map #3700956B00J effective date 10/02/2008.
 - Contour Lines are at 2' intervals.

Point	Description	Point	Description	Point	Description	Point	Description
169	48" OAK	718	48" OAK	772	18" CYPRESS	820	10" PINE
199	40" OAK	719	12" HICKORY	773	14" CYPRESS	821	12" PINE
458	24" OAK x2	720	36" OAK	774	12" CYPRESS	822	8" PINE
459	24" OAK	739	36" PINE	775	20" CYPRESS	823	14" PINE
460	48" OAK	740	32" PINE	776	18" CYPRESS	824	18" BIRCH
461	32" OAK	741	32" PINE	777	20" CYPRESS	825	18" BIRCH
462	28" OAK	742	24" PINE	778	20" CYPRESS	826	18" BIRCH
463	14" OAK	743	28" PINE	779	10" CYPRESS	827	24" PINE
464	36" OAK	744	28" PINE	786	12" CYPRESS	828	18" PINE
465	14" OAK	745	14" PINE	787	10" CYPRESS	829	32" PINE
581	12" PINE x2 & 10" PINE	760	18" CYPRESS	788	24" CYPRESS	830	24" PINE
658	18" BIRCH	761	12" CYPRESS	801	38" PINE	880	20" HICKORY
670	12" DOGWOOD	762	12" DOGWOOD	802	18" HICKORY		
671	22" OAK	763	14" DOGWOOD	811	24" BRADFORD PEAR		
672	12" OAK	764	10" DOGWOOD	812	24" BRADFORD PEAR		
677	36" PINE	765	14" CYPRESS	813	24" BRADFORD PEAR		
678	28" PINE	766	10" CYPRESS	814	24" BRADFORD PEAR		
679	30" PINE	767	16" CYPRESS	815	24" BRADFORD PEAR		
680	36" PINE	768	8" CYPRESS	816	24" BRADFORD PEAR		
682	52" PINE	769	8" CYPRESS	817	24" BRADFORD PEAR		
685	22" PINE	770	24" CYPRESS	818	24" BRADFORD PEAR		
686	24" PINE	771	18" CYPRESS	819	24" BRADFORD PEAR		

- Legend:
- ECM = Existing Concrete Monument
 - EIP = Existing Iron Pipe
 - EIS = Existing Iron Stake
 - IPS = Iron Pipe Set
 - U = Unmarked Point, Unless Otherwise Noted
 - ROW/MON = Right of Way Monument
 - ROW = Right of Way
 - RSS = Railroad Spike
 - PF = Power Pole
 - LP = Light Pole
 - CO = Clean Out
 - WM = Water Meter
 - MB = Meter Box
 - SSMH = Sanitary Sewer Manhole
 - = Fence



Being all of Tracts 1 & 2 as described in D.B. 1647, Pg. 149

Map of Topographic Survey for
BL Corp of NC

-Owners-
D.B. 1647, Pg. 149
Plat Cab. B, Slide 55A

Revised: February 25, 2024; added proposed parking spaces

Pin: 9568-31-5964

Hendersonville Township | Henderson County, NC

ASSOCIATED LAND SURVEYORS
& PLANNERS PC.

P.O. BOX 578 * HORSE SHOE, NC 28742
(828) 890-3507 NC BUSINESS LICENSE NO. C-2774

SCALE: 1 Inch = 30 Feet DATE: February 5, 2024
JOB NO.: S-23-608 DRAWN BY: KMK/JTB CHECKED BY: [Signature]

NEIGHBORHOOD COMPATIBILITY MEETING REPORT
OSCEOLA INN ADAPTIVE REUSE (P23-70-CZD)
MEETING DATE: August 31, 2023



PETITION REQUEST: Rezoning: R-15 - Conditional Zoning District (R-15 CZD)
APPLICANT/PETITIONER: Fiona McColley (BL Corp of NC) [Applicant/Owner]

NEIGHBORHOOD COMPATIBILITY MEETING SUMMARY:

A Neighborhood Compatibility Meeting was held for this project on August 31, 2023 at 2pm in the City Operations Building at 305 Williams St and via Zoom. The meeting lasted approximately 1 hour 10 minutes.

There were ten members of the public in attendance in-person while 10 additional people attended virtually. Three members of city staff were present and the applicant, Fiona McColley, was also present.

Staff gave the formal introduction and a brief overview of the request.

There were 6 pre-submitted comments read into the record.

The applicant was allowed to present their project proposal including details related to the use of the wings for individual long-term units, rehabilitation of the inn and the café being open to the community. She intends to be an asset to the community.

Concerns and questions from the public related to access to the property, how parking might impact access to properties along Osecola Inn Rd, what is the target market of the hotel and residential units, how will the project impact property taxes / annexation into the City, and how much noise might the new use generate.

Overall the feedback was very supportive for the project.

Full minutes and public comments from the Neighborhood Compatibility are available for review by request.



PLANNING BOARD RECOMMENDATION

PROJECT #: P23-70-RZO

MEETING DATE: April 11, 2024

PETITION REQUEST: Osceola Inn Adaptive Reuse (R-15 to R-15 CZD)

APPLICANT/PETITIONER: Fiona McColley, BL Corp of NC

PLANNING BOARD ACTION SUMMARY:

Staff gave a 15-minute presentation on the request - reviewing the site plan submitted by the applicant, the guidance from the Comprehensive Plan and the criteria for considering a rezoning. The Planning Board asked questions pertaining to the provision of sewer utility and annexation, the tenure of the multi-family units and affordable housing.

In total Planning Board considered this item for 37 minutes.

PUBLIC COMMENT:

Public comments include the following:

Ken Fitch, 1046 Patton St - Comments were supportive of the project and focused on the restoration of the historic asset.

DELIBERATION:

One additional question about the tennis court area was asked.

MOTION:

Ms. Waters moved that the Planning Board recommend approval providing the following:

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

We find the petition to be consistent with the 2030 Comprehensive Plan based on the following:

The adaptive reuse of an historic structure aligns with strategies in the 2030 Comprehensive Plan including Strategy CR-1.5.

We find the petition to be inconsistent with the 2030 Future Land Use Map based on the following:

The Medium Intensity Neighborhood Future Land Use designation does not recommend any commercial uses or multi-family uses on local streets.

Therefore, we recommend designating the Future Land Use of the parcel as:

Neighborhood Activity Center where multi-family residential, pedestrian amenities (plazas, outdoor seating, etc.) and mixed uses are secondary recommended land uses.

REASONABLENESS STATEMENT:

[Rationale for Approval]

- 1. The proposed use satisfies the Supplementary Standards for 'Adaptive Reuse'.
- 2. The proposed use as a hotel aligns with the original use of the property.
- 3. The historic structure and its use as an inn predate the surrounding single-family land uses.
- 4. The scale of the proposed reuse will not negatively impact the surrounding neighborhood.
- 5. The proposed rezoning will allow for preservation of the historic structure, into which reinvestment is greatly needed.

BOARD ACTION

- **Motion/Second:** Waters / Y. Robinson
- **Yeas:** J. Robertson (Chair), Hanley, Flores, Waters, Cromar, Y. Robinson, Whiting
- **Nays:** N/A
- **Absent:** B. Robertson, Peacock
- **Recused:** N/A



Osceola Inn
P23-70-CZD
(R-15 to R-15 CZD)
 PIN: 9568-31-5964
 Acreage: 3.75 Acres
 (163,500 Sq Ft)

Proposed Zoning

- Parcels
- Hendersonville City Limits
- Streams/Rivers
- Floodway
- 100 Year Flood
- PID Planned Institutional Development
- C-3 Highway Business
- C-2 Secondary Business
- PCD-SU Planned Commercial Development Special Use
- I-1 Industrial
- R-15 Medium Density Residential
- Planned Residential Development
- PMD Planned Manufacturing Development
- C-4 Neighborhood Business
- Conditional Zoning District
- CZD Conditional Zoning District

Hendersonville Zoning

Community Development Department



Ordinance # ____ - ____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCELS POSSESSING PIN NUMBER: 9568-31-5964 BY CHANGING THE ZONING DESIGNATION FROM R-15 (MEDIUM DENSITY RESIDENTIAL) TO R-15 CZD (MEDIUM DENSITY RESIDENTIAL - CONDITIONAL ZONING DISTRICT)

IN RE: Parcel Numbers: 9568-31-5964
Addresses: 159 Osceola Rd
Hendersonville Connections: (File # P23-70-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant and property owner, Fiona McColley of BL Corp of NC, for an adaptive reuse within an existing structure at 159 Osceola Rd, and

WHEREAS, the Planning Board took up this application at its regular meeting on April 11, 2024; voting 0-0 to recommend City Council approve an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on May 2, 2024, 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: 9568-31-5964, changing the zoning designation from R-15 (Medium Density Residential) to R-15 CZD (Medium Density Residential - Conditional Zoning District)
2. Development of the parcel pursuant to this Ordinance is subject to the following.
 - a. Development shall comply with the site plan submitted by the applicant dated February 5, 2024, including the conditions listed therein, [and/or as modified and presented to City Council][and/or including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant’s execution of this Ordinance].
 - b. Permitted uses shall include:
 - i. Hotel
 1. 20 Guest Rooms
 2. Event & Conference Space
 3. Café
 - ii. Residential, Multi-Family
 1. 26 - 1 & 2 Bedroom Units
 - c. Additional conditions that shall be satisfied prior to final site plan approval include:
 - i.
3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.
4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

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

Adopted this 2nd day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

With their signatures below, the undersigned applicant(s) and property owner(s) consent to and agree to all conditions imposed pursuant to the terms of this Ordinance.

IN RE: Parcel Numbers: 9578-21-4699, 9578-21-4924, 9578-21-5614, 9578-21-5868
Addresses: 109 Florence Street
Hendersonville Connections: (File # P22-66-CZD)

Applicant/Developer: Moe Marks, Tamara Peacock Architects

Property Owner: Charles Morris / Grace Blue Ridge PCA, Inc

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

Conditional Zoning District Petition
Section 7-4 and Article 11 City Zoning Ordinance

The following are the **required** submittals for a complete application for rezoning a property or properties to a Conditional Zoning District. Staff will not review applications until each item has been submitted and determined complete. By placing a check mark by each of the following items, you are certifying that you have performed that task.

- 1. Completed Pre-Application meeting with Planning Staff
- 2. Scheduled Neighborhood Compatibility Meeting
NCM Date: 8/31/23 Time: 2:00 PM
- 3. Water and Sewer Availability Request *Request to connect to city sewer.*
- 4. Completed Application Form
- 5. Completed Signature Page (completed Owner's Affidavit if different from applicant)
- 6. Completed Site Plan as described in Section 7-4.3-1 of the City Zoning Ordinance
- 7. Detailed explanation of any Proposed Development Description
- 8. Application Fee
- 9. Transportation Impact Analysis - Required for complete application but not due until 24 calendar days prior to Planning Board Meeting (if required)

Note: Additional Approvals prior to the issuance of a Zoning Compliance Permit may include, but are not limited to the following:

- Henderson County Sedimentation & Erosion Permit
- Stormwater Management Plan
- Utility Approval
- NCDOT Permit
- Any other applicable permits as determined by the Community Development

[Application Continued on Next Page]

Office Use:
Date Received: 8/18/23 By: AMH Fee Received? Y/N

A. Applicant Contact Information

FIONA MCCOLLEY

* Printed Applicant Name

BL CORP OF NC

Printed Company Name (if applicable)

Corporation Limited Liability Company Trust Partnership

Other: _____

Fiona McColley
Applicant Signature

Applicant Title (if applicable)

159 OSCEOLA ROAD

Address of Applicant

HENDERSONVILLE NC 28739

City, State, and Zip Code

828 423142

Telephone

bikingx@gmail.com

Email

* Signature of the property owner acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

[Application Continued on Next Page]

B. Property Owner Contact Information (if different from Applicant)

*Printed Owner Name (Authorized Representative for entities other than individuals)

Printed Company Name (if applicable, check corresponding box below)

Corporation Limited Liability Company Trust Partnership

Other: _____

Property Owner/Authorized Representative Signature

Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)

City, State, and Zip Code

Telephone

Email

* Property owner hereby grants permission to the City of Hendersonville personnel to enter the subject property for any purpose required in processing this application.

* If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

C. Property Information

Name of Project: 159 OSCEOLA ROAD

PIN(s): _____

Address(es) / Location of Property: 159 Osceola Road
Hendersonville NC 28739

Type of Development: Residential Commercial Other

Current Zoning: R15

Total Acreage: 3.75

Proposed Zoning: _____

Proposed Building Square Footage: existing ~ 37,400 sq ft

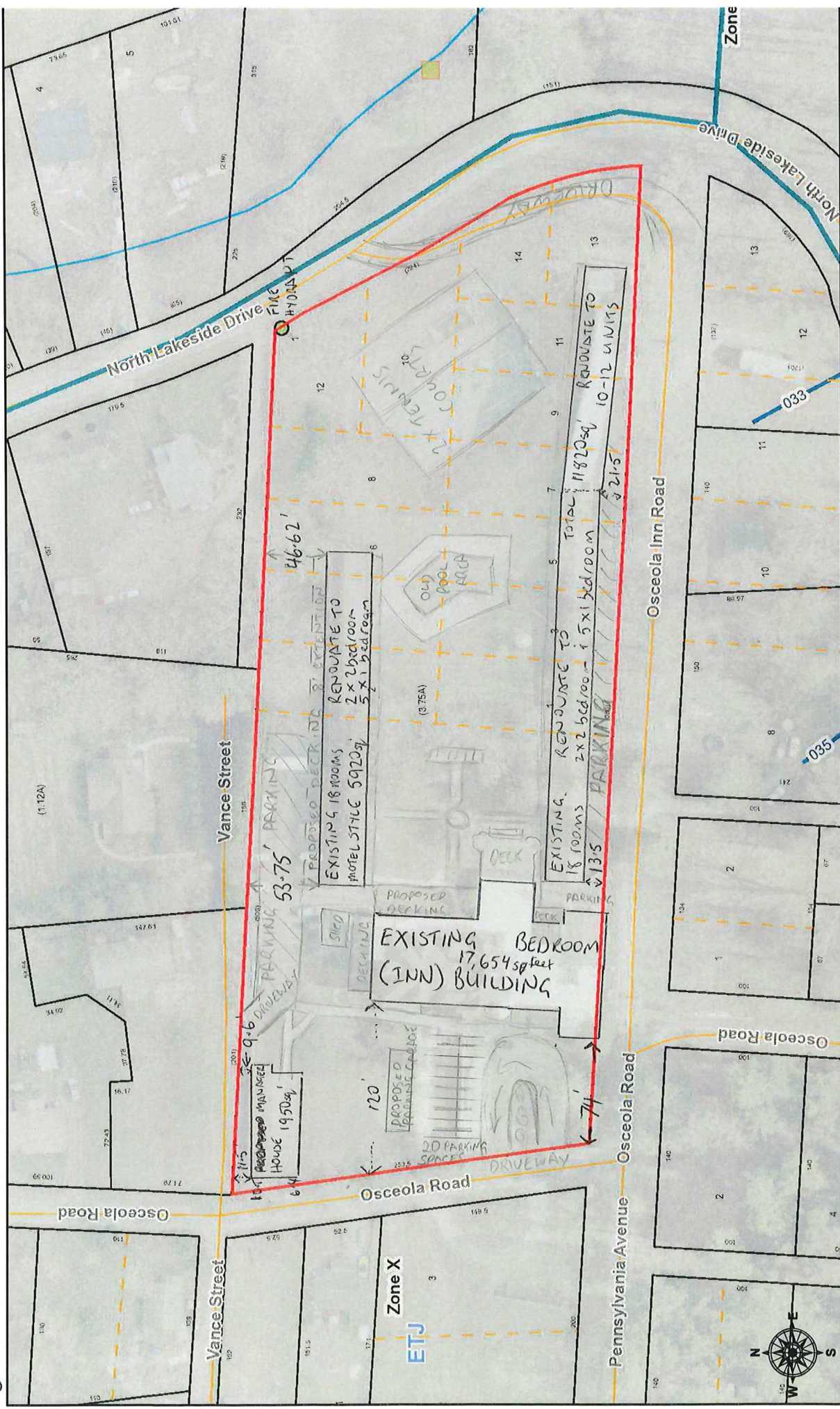
Number of Dwelling Units: Up to 26

List of Requested Uses:
20 bedroom Inn, conference center, events center, cafe
Up to 26 residential 1 1/2 bedroom units

D. Proposed Development Conditions for the Site

In the spaces provided below, please provide a description of the Proposed Development for the site.

CONCEPT PLAN 159
 (Overlay) Osceola Road, Hendersonville NC 28739

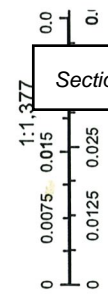


August 16, 2023

- Streets and Highways**
- THOROUGHFARE
 - FREEWAY
 - INTERSTATE
 - BOULEVARD
 - COLLECTOR
 - Local Roads
 - Parcels

THIS IS NOT A SURVEY.

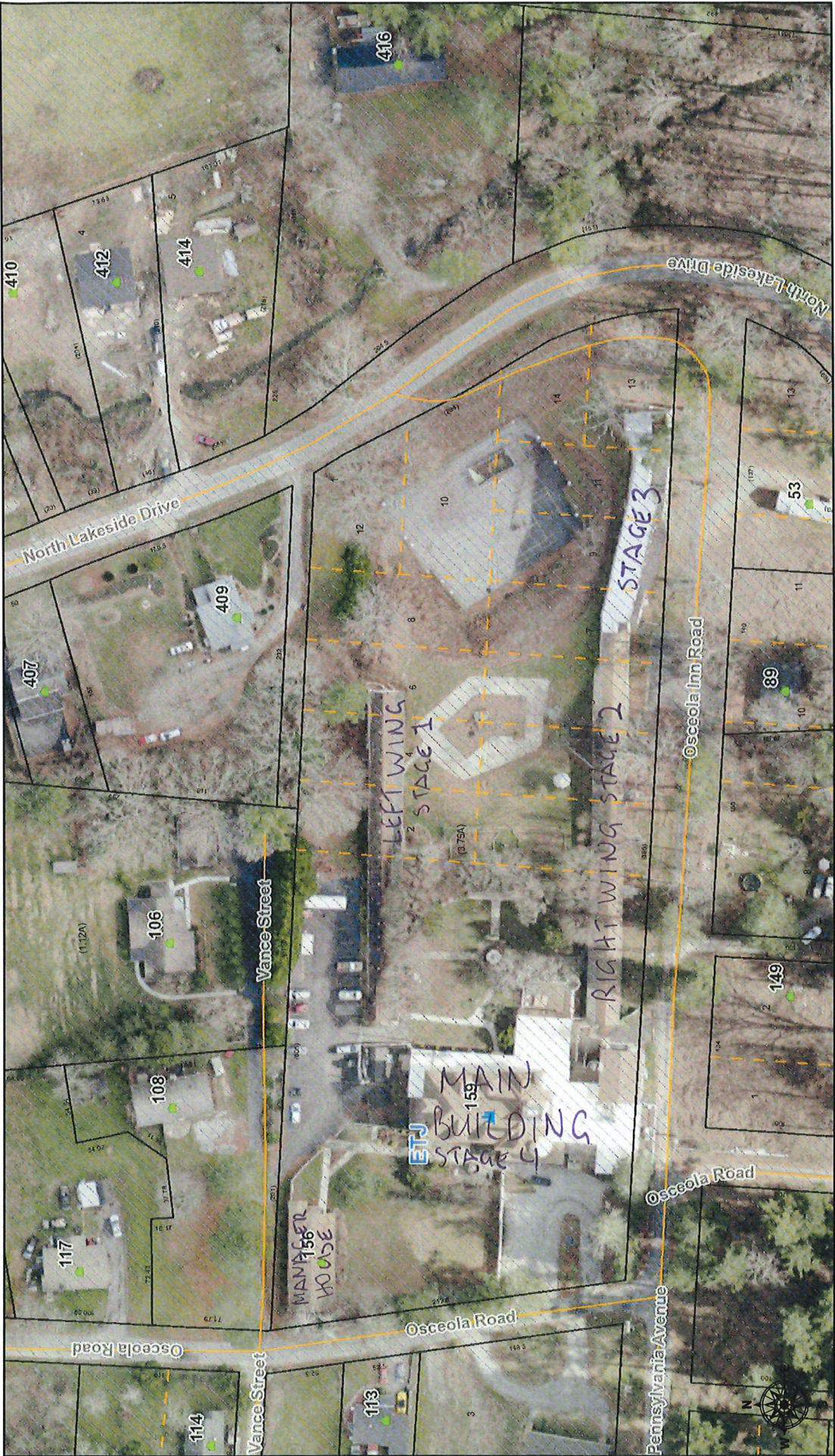
All information or data provided, whether subscribed, purchased or otherwise distributed, whether in hard copy or digital media, shall be at the user's own risk. Henderson County makes no warranties or guarantees, including the warranties of merchantability or of fitness for a particular purpose. Map data is not appropriate for, and is not to be used as, a geodetic, legal, or engineering base system. The data is not intended as a substitute for surveyed locations such as can be determined by a registered Public Land Surveyor, and does not meet the minimum accuracy standards of a Land Information System/Geographic Information System Survey in North Carolina (21 NCAC 56.1608).



Section 7, Item A.

3a. Location & boundaries of the property.

159 Osceola Inn 1920



August 16, 2023

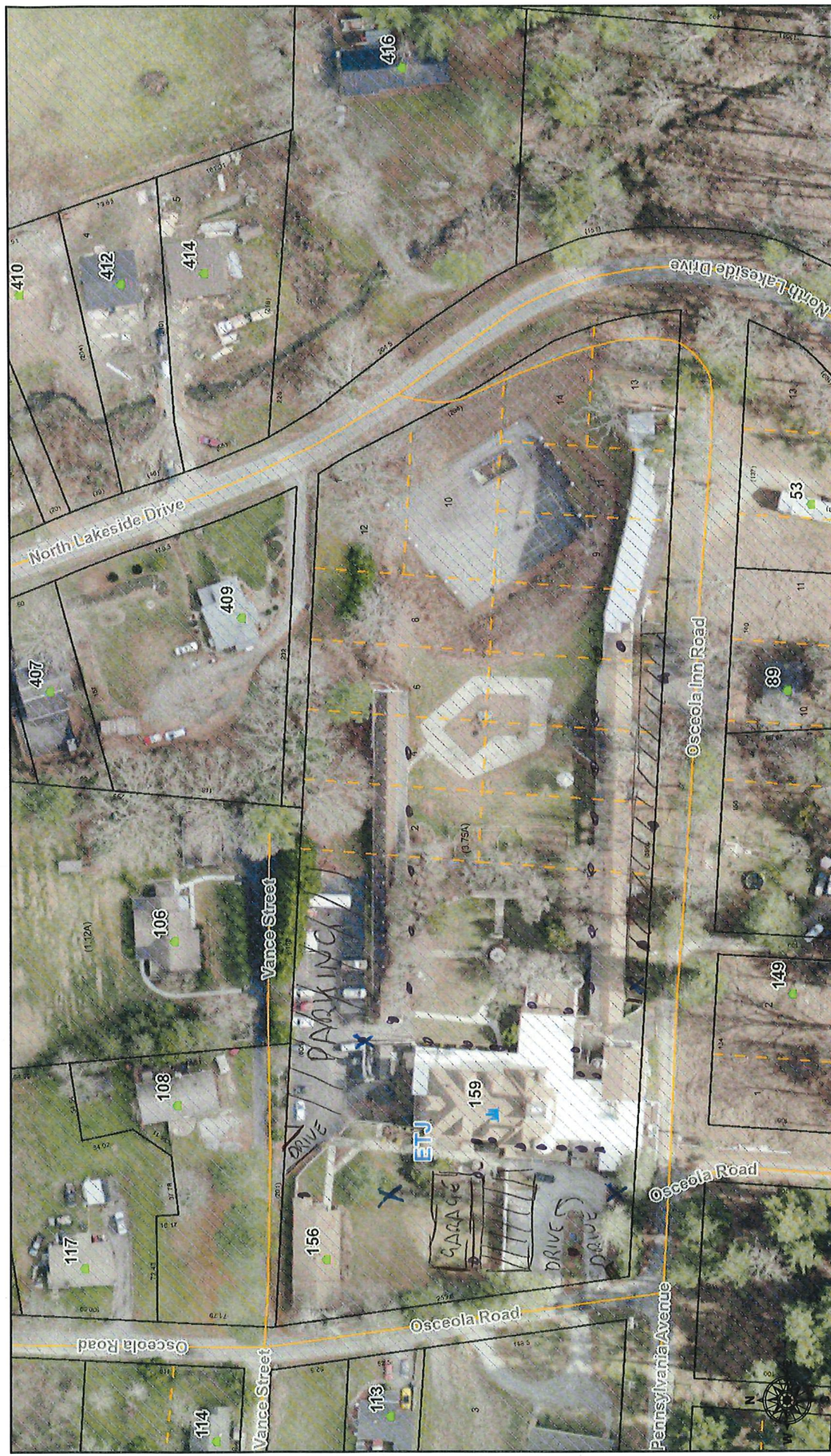
- Streets and Highways**
- FREEWAY
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 - Local Roads
 - Parcels

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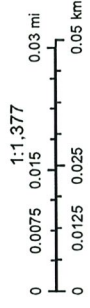
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3c. Proposed drives & parking

159 Osceola Inn 1920



Section 7, Item A.



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August 16, 2023

- Streets and Highways — THOROUGHFARE
- FREEWAY
- INTERSTATE
- BOULEVARD
- COLLECTOR
- Local Roads

Parcels
 3d. outdoor lighting sign
 ASR & INC.
 X security lighting (existing)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER: Matthew Manley **MEETING DATE:** May 2, 2024

AGENDA SECTION: Public Hearing **DEPARTMENT:** Community Development

TITLE OF ITEM: Rezoning: Standard Rezoning – Hope Creek + Powell St (P24-17-RZO) – *Matthew Manley, Strategic Projects Manager*

SUGGESTED MOTION(S):

<p><u>For Recommending Approval:</u></p> <p>I move City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINs: 9578-36-6473, 9578-36-8361) from R-15 Medium Density Residential to R-6, High Density Residential based on the following:</p> <p>1. The petition is found to be <u>consistent</u> with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because:</p> <p>The Goals & Strategies of LU-7 “High-Intensity Neighborhood” calls for primary recommended land uses which align with the proposed R-6 Zoning</p> <p>2. Furthermore, we find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:</p> <ol style="list-style-type: none"> R-6 zoning aligns with and maintains the primary single-family character of the neighborhood R-6 zoning allows for a more efficient use of land. R-6 zoning is less dense than some existing land uses in proximity of the subject property. <p>[DISCUSS & VOTE]</p>	<p><u>For Recommending Denial:</u></p> <p>I move City Council deny an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINs: 9578-36-6473, 9578-36-8361) from R-15 Medium Density Residential to R-6, High Density Residential based on the following:</p> <p>1. The petition is found to be <u>consistent</u> with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and because:</p> <p>The Goals & Strategies of LU-7 “High-Intensity Neighborhood” calls for primary recommended land uses which align with the proposed R-6 Zoning</p> <p>2. We do not find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:</p> <ol style="list-style-type: none"> R-6 zoning is out of character with the surrounding R-15 zoning <p>[DISCUSS & VOTE]</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

SUMMARY: The City of Hendersonville is in receipt of a Zoning Map Amendment application from Paco Hernandez of Paco Properties, LLC (owner) for two parcels (PINs: 9578-36-6473 & 9578-36-8361) totaling 4.68 Acres located along Powell St in the Barker Heights area near Jackson Park. The properties are currently zoned R-15, Medium Density Residential. The petitioner is requesting that the two parcels be rezoned to R-6, High Density Residential.

The subject property is outside of the corporate city limits and located in the City’s ETJ. As the crow flies, the properties are approximately 1 mile from downtown Hendersonville.

The R-6 Zoning District has a minimum lot size of 6,000 Sq Ft (10,000 Sq Ft for Duplex) and allows a density of 8.5 Units/Acre for Minor Planned Residential Development. The current R-15 Zoning District has a minimum lot size of 15,000 Sq Ft (22,500 Sq Ft for Duplex) and allows a density of 3.75 Units/Acres for Minor PRD.

If rezoned, there will not be a binding site plan, list of uses or conditions placed on the site. All permitted uses within the R-6 district would be allowed on the site. The City of Hendersonville Zoning Ordinance states that, during a standard rezoning process, an applicant is prohibited from discussing the specific manner in which they intend to develop or use a site.

At their meeting on April 11, 2024, the Planning Board voted unanimously to recommend approval of the rezoning request.

PROJECT/PETITIONER NUMBER:	P24-17-RZO
PETITIONER NAME:	<ul style="list-style-type: none"> o Pascual Hernandez [Applicant] o Paco Properties, LLC.[Owner]
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Staff Report 2. Spot Zoning Analysis 3. Use Comparison 4. Planning Board Summary 5. Draft Ordinance 6. Proposed Zoning Map

STANDARD REZONING: HOPE CREEK & POWELL (P24-17-RZO)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

PROJECT SUMMARY 2
EXISTING ZONING & LAND USE 3
SITE IMAGES 4
SITE IMAGES 5
SITE IMAGES 6
FUTURE LAND USE 7
REZONING ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4) 8
REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4) 10
DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT 11



PROJECT SUMMARY

- Project Name & Case #:
 - Hope Creek +Powell St
 - P24-17-RZO

- Applicant & Property Owner:
 - Pascual Hernandez [Applicant]
 - Paco Properties, LLC.[Owner]

- Property Address:
 - 60 Hope Creek Ln
 - 184 Powell St

- Project Acreage:
 - 4.68 Acres

- Parcel Identification (PINS):
 - 9578-36-6473
 - 9578-36-8361

- Current Parcel Zoning:
 - R-15 Medium Density Residential

- Proposed Zoning District:
 - R-6 High Density Residential

- Future Land Use Designation:
 - High Intensity Neighborhood



SITE VICINITY MAP

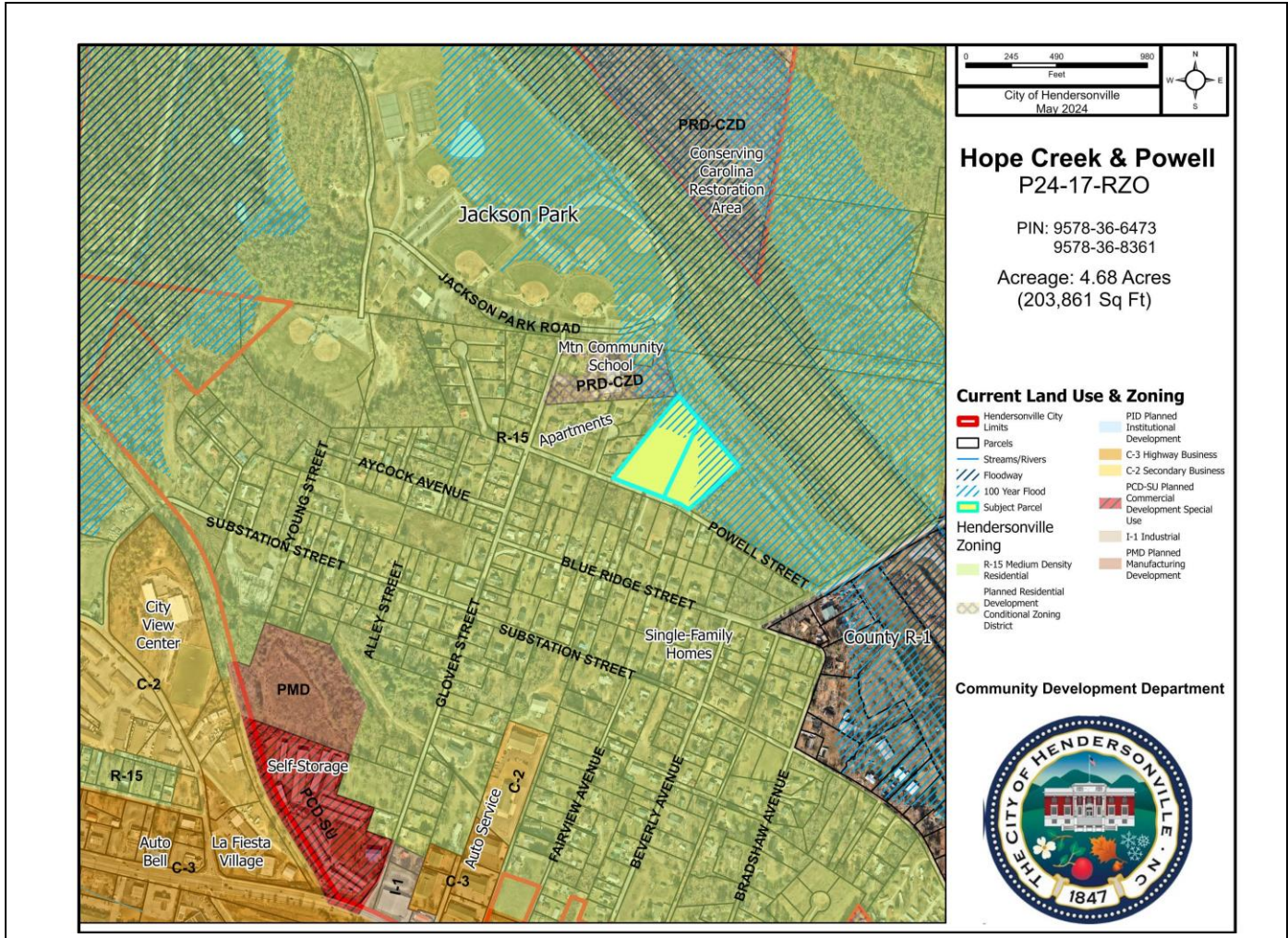
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EXISTING ZONING & LAND USE



City of Hendersonville Current Zoning & Land Use Map

The subject property is currently in the City's Extraterritorial Jurisdiction (ETJ) and zoned R-15 Medium Density Residential. The property currently features a 5-unit multi-family structure, two single-family homes and an ADU. While the properties throughout surrounding area are primarily zoned R-15 and are comprised of single-family homes, there is a PRD-CZD adjacent to the subject property which is the site of Mountain Community School and a 32-unit multi-family development (Parkview Apartments) located one parcel to the west. The apartment complex has a density of 12 units/acre.

Powell St is classified as a Secondary Route and maintained by NCDOT. The 2030 Comprehensive Plan considers Powell St a local street. Hope Creek Ln is a private drive.

An unnamed ditch, a tributary of King Creek, runs along the rear property line of the subject parcels. Approximately 1.89 Acres of the site is in the 100 Year Floodplain.

SITE IMAGES



View of Hope Creek Ln Property from Powell St



View from Hope Creek Ln Apartments driveway looking south towards Powell St

SITE IMAGES



View of single-family homes on subject property fronting Powell St



View of 5-unit multi-family structure on subject property (Hope Creek Ln.)

SITE IMAGES

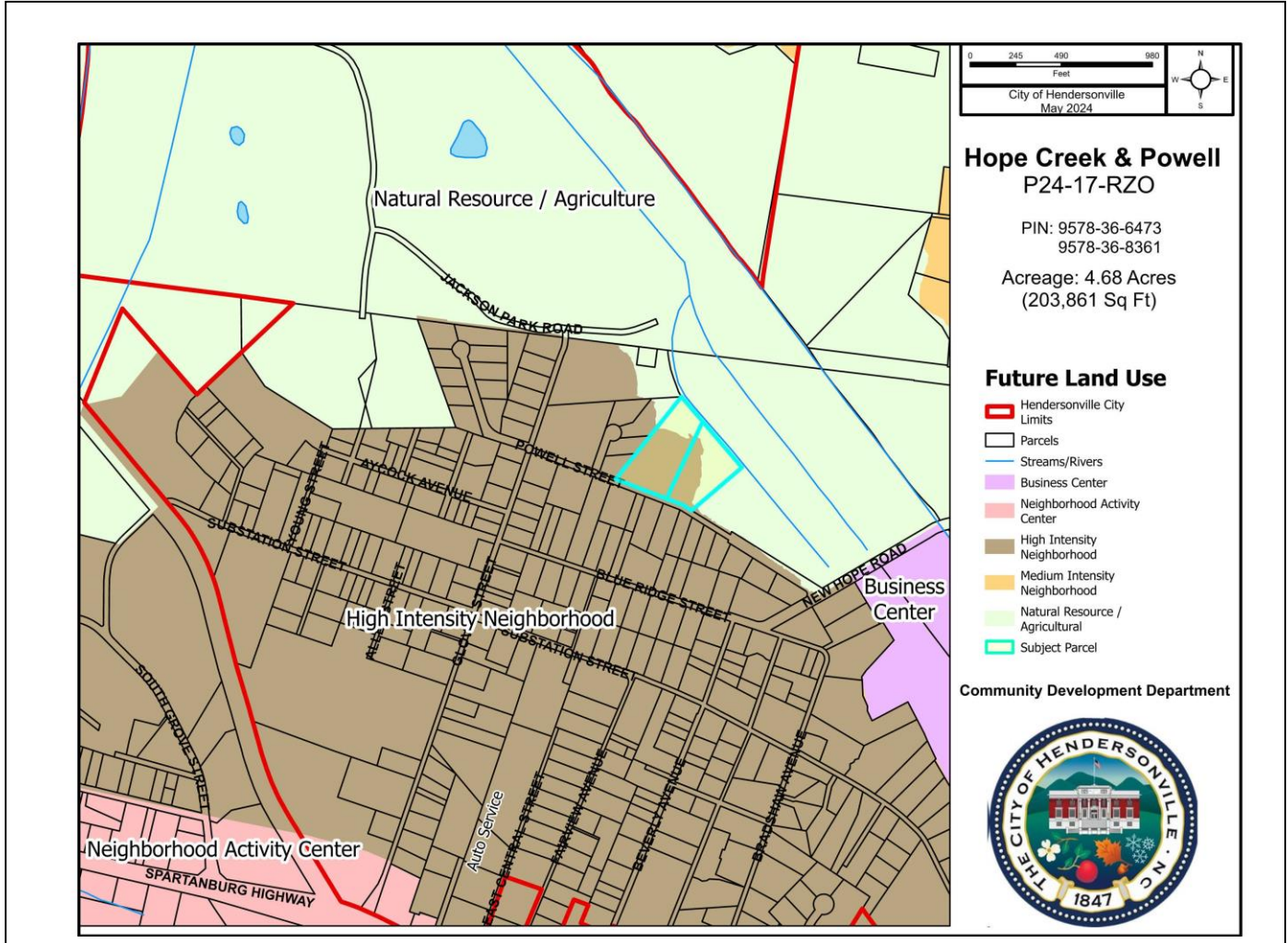


View of ADU on subject property with floodplain in the background.



View of ditch / tributary at the rear of the subject property

FUTURE LAND USE



City of Hendersonville Future Land Use Map

The City's 2030 Comprehensive Plan designates the subject property as High Intensity Neighborhood in the City's Future Land Use Map.

Adjacent parcels to the south are also designated High Intensity Neighborhood. Parcels. Properties to the north are designated as Natural Resource / Agriculture and include Jackson Park and the King Creek / Bat Fork Floodplain.

Other nearby Future Land Use designations include Neighborhood Activity Center located along nearby Spartanburg Highway and the Hendersonville Airport property to the southeast is designated as Business Center.

REZONING ANALYSIS – COMPREHENSIVE PLAN CONSISTENCY (ARTICLE 11-4)

GENERAL REZONING STANDARDS: COMPREHENSIVE PLAN CONSISTENCY

Future Land Use	<p>A portion of the subject property is designated as High Intensity Neighborhood on the <i>Future Land Use Map</i>. Goal LU-7 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. [CONSISTENT]</p>
	<p>Strategy LU-7-1. Locations: <ul style="list-style-type: none"> • Priority infill development areas where high-density development is desirable and/or expected including boulevards and major thoroughfares near neighborhood activity centers [CONSISTENT] </p>
	<p>Strategy LU-7.2. Primary recommended land uses: <ul style="list-style-type: none"> • Single-family attached and multifamily residential, planned residential developments, and open space [CONSISTENT] • Planned Residential Developments [CONSISTENT] • Open Space [CONSISTENT] </p>
	<p>Strategy LU-7-4 Development guidelines: <ul style="list-style-type: none"> • Eight or more units per gross acre [CONSISTENT] • Architectural guidelines to encourage compatibility between different land uses [INCONSISTENT] • Encouragement of walkable neighborhood design [INCONSISTENT] <p>At least 60% open space in new residential developments of greater than 3 acres [INCONSISTENT]</p> </p>
	<p>A portion of the subject property is designated as Natural Resource / Agricultural on the <i>Future Land Use Map</i>. Goal LU-4 Create an interconnected network of green infrastructure that preserves environmentally sensitive areas, protects water resources through low-impact stormwater management, provides floodwater storage, provides community open space and recreational opportunities, and preserves agricultural resources. [CONSISTENT]</p>
	<p>Strategy LU-4.2. Primary recommended land uses: Flood Storage [CONSISTENT]</p>
	<p>Strategy LU-4.3. Secondary recommended land uses: Single-family attached and detached structures [CONSISTENT]</p>
	<p>The subject property is designated as a <i>Priority Infill</i> on the <i>Growth Management Map 8.3a</i>.</p>
	<p>The subject property is primarily designated as a <i>Development Opportunity</i> on the <i>Development Framework Map</i>.</p>
	Land Use & Development
<p>Goal LU-2. Discourage development in areas needed for protection of natural and agricultural resources and protection of citizens from natural hazards.</p>	
<p>Goal LU-3. Promote orderly development, annexation and expansion of Hendersonville’s Extra-Territorial Jurisdiction (ETJ).</p>	
Population & Housing	<p>Strategy PH-1.1. Promote compatible infill development</p>

	Strategy PH 3.2 – Encourage mixed land use patterns that place residents within walking distance of services.
Natural Resources	Strategy NR-1.1 - Discourage and reduce development of structures and impervious surfaces within the FEMA Floodway and 100- Year Floodplain
	Strategy NR-1.2. Protect land adjacent to streams in order to protect water quality, reduce erosion, and protect wildlife habitat.
	Strategy NR-2.1. Encourage clustered development that preserves open space while allowing a return on investment.
Cultural & Historic Resources	No Goals, Strategies or Actions are directly applicable to this project.
Community Facilities	No Goals, Strategies or Actions are directly applicable to this project.
Water Resources	Strategy WR-2.2.- Prevent development of floodplains and stream corridors in order to preserve natural drainage patterns and improve the quality of stormwater runoff.
Transportation & Circulation	No Goals, Strategies or Actions are directly applicable to this project.

REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS	
Compatibility	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property –
	The Barker Heights area is predominantly single-family with a mixture of apartment buildings and civic uses. A nearby apartment complex has a density of 12 units/acre. The proposed small lot single-family zoning is not incongruous with the character of the area.
Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment -
	The rising cost and shortage of housing in Hendersonville continues to be an issue facing the community. One strategy for addressing this issue has been to utilize land within the city core to accommodate infill development in areas served by existing infrastructure.
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 -
	Additional residential development within the City would provide needed housing in a central location placing residents within close distance of recreation, shopping and employment.
Public Facilities	Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment
	The site will be served by City water and sewer service. If annexed, the subject property will be served by City emergency response and public works. Powell St is designated as a local street in the comprehensive transportation plan and is maintained by NCDOT. Hope Creek Ln is a private drive.
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 -
	An unnamed ditched tributary of King Creek runs along the rear property line of the subject property, making the property subject to the Zoning Code Stream Buffer protections. Additionally, a substantial portion of the property is encumbered by Floodplain. Approximately 1.89 Acres of the site is in the 100 Year Floodplain and would be subject to the Zoning Code Floodplain Protection Standards as well as the City’s Flood Damage Prevention Ordinance. The subject property contains no portions of the Floodway.

The petition is found to be **consistent** with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The Goals & Strategies of LU-7 “High-Intensity Neighborhood” calls for primary recommended land uses which align with the proposed R-6 Zoning.

We **[find/do not find]** this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

DRAFT [Rationale for Approval]

- *R-6 zoning aligns with and maintains the primary single-family character of the neighborhood*
- *R-6 zoning allows for a more efficient use of land.*
- *R-6 zoning is less dense than some existing land uses in proximity of the subject property.*

DRAFT [Rationale for Denial]

- *R-6 zoning is out of character with the surrounding R-15 zoning*

The UNC School of Government provides a [Legal Summary on the issue of Spot Zoning](#) (David Owens, May 2023). According to the Legal Summary, Spot Zoning was defined in the “Blades v City of Raleigh” case as follows:

A zoning ordinance, or amendment, which singles out and reclassifies a relatively small tract owned by a single person and surrounded by a much larger area uniformly zoned, so as to impose upon the smaller tract greater restrictions than those imposed upon the larger area, or so as to relieve the small tract from restrictions to which the rest of the area is subjected, is called “spot zoning”.

However, as long as Spot Zoning is not “arbitrary and capricious” and can be deemed reasonable, then it is likely to be upheld under judicial scrutiny. “As a general rule, legislative decision regarding zoning - decisions to adopt, amend, or repeal a zoning ordinance - are presumed to be valid, and the judiciary largely defers to the judgment of local elected officials on such matters [Appeal of Parker]. In *Chrisman v. Guilford County*, the court tested this presumption and stated that the validity of a spot zoning had to be tied to a reasonable basis for supporting the decision. This is the origin of why a “reasonableness statement” accompanies all rezoning motions.

In this case, understanding that spot zoning typically “projects an inharmonious land use pattern” is important to remember [Chrismon], “It is not spot zoning where the difference in the zoning districts is very modest [Owens].

The Legal Summary by Owens goes on to provide criteria for considering the legality of “Spot Zoning”. The additional scrutiny that spot zoning receives is based on the following:

1. The size and physical attributes of the site;
2. The benefits and detriments to the landowner, the neighbors, and the community;
3. How the actual and previously permitted uses of the site relate to newly permitted uses;
4. Any changed conditions warranting the amendment; and
5. Other factors affecting the public interest

Spot Zoning Definition Analysis | Below is an analysis of the Spot Zoning definition as it relates to the proposed rezoning of 60 Hope Creek Ln & 184 Powell St:

- Does the amendment single out and reclassify a relatively small tract?
 - The subject property is 4.68 Acres.
- Is the tract owned by a single person?
 - There is one property owner: Pascual Hernandez
- Is the tract surrounded by a larger area uniformly zoned?
 - The R-15 zoning district associated with the subject property, from a broad perspective, encompasses a contiguous area that is approximately 1,000 Acres. The R-15 district straddles the east and west sides of Mud Creek including large areas of floodplain and Jackson Park. If you eliminate the floodplain and Jackson Park and consider only those properties that share the transportation network west of Mud Creek, the R-15 District is 250 acres.
 - A PRD district is adjacent to the subject property.
 - A Multi-Family Apartment Complex is one parcel removed (0.03 miles) from the subject property.
 - There is a Multi-Family Apartment building on the subject property.
- Does the amendment relieve the small tract from restrictions to which the rest of the area is subjected?
 - Allows for reduced dimensional standards (i.e. lot size, setbacks) and an increase density

Spot Zoning Criteria Analysis | Below is an analysis of the Spot Zoning criteria as it relates to the proposed rezoning of 60 Hope Creek Ln & 184 Powell St:

1. Size and physical attributes of the site:

- The subject property is 4.68 Acres.
- 1.89 acres of the subject property are in the 100-Year Floodplain.

2. Benefits and Detriments to the Landowner, the Neighbors, and the Community:

- The benefit to the landowner would be a density increase from 3.75 Units/Acre to 8.5 Units/Acre (using Minor PRD as max density).
- On a 4.68 Acre site this would allow for 39 units instead of 17 units. There are 8 units on the property currently. Increase in density would allow for better utilization of land given the presence of floodplain.
- Detriments to the neighboring landowners could be that the maximum increase of additional dwelling units would increase associated noise, light and traffic impacts. However, the subject property only has neighbors on one side due to the floodplain.
- The benefit to the community would be an increase in housing units to address housing shortage.
- Many parcels in the surrounding neighborhood do not meet the minimum lot size of 15,000 Sq Ft but would be conforming under R-6.

3. Actual and Previously Permitted Uses of the Site in Relation to Newly Permitted Uses:

- Both districts are primarily single-family/two-family zoning districts with 9,000 Sq Ft difference in minimum lot size for a single-family home.
- As recently as 1997, the site could have been developed at a density of 12 Units/Acre.
- The legal land uses in R-15 and R-6 are identical with minor exceptions. 'Neighborhood Community Center' is a Permitted Use in R-6 but not in R-15. Under Special Uses, Cemeteries are allowed in R-15 not in R-6 and Residential Care Facilities are a Special Use in R-6 not in R-15.

4. Changed Conditions Warranting the Amendment:

- In 1997 the Apartment Complex at the corner of Powell St and Glover St was constructed.
- In the late 1990s, the R-15 "Medium Density" Zoning District was changed from allowing multi-family uses at a rate of 12 Units/Acre to only permitting single-family and two-family residential.

5. Other Factors Affecting the Public Interest.

- Compatibility with Plan – The 2030 Comp Plan Future Land Use Map designates this area as 'High Intensity Neighborhood' which recommends a densities of 8 Units / Acre or greater. R-15 currently allows 3.75 Units/Acre while R-6 would permit 8.5 Units/Acre.
- Compatibility with the Comprehensive Plan is one of the six criteria required by City Ordinance for consideration with rezonings (Section 11-4).

Staff Analysis | Based on this analysis, staff believes this petition would be categorized as Spot Zoning because it benefits a single property owner/household and because it is just two parcels totaling 4.68-acres and surrounded by a larger area that is primarily zoned R-15. However, based on the other considerations, it is staff's opinion that the proposed rezoning would be considered a valid rezoning for the following reasons:

- Changed condition involving a text amendment (September 1997) which reduced the permitted densities in the R-15 district (reduced single-family attached density from 6 units/acre to 3.75 units/acre and eliminated multi-family uses which had been allowed up to 12 units/acre).
- Only marginal difference between the proposed zoning (R-6) and the existing zoning (R-15).
- Permitted uses in R-6 are not out of character with the surrounding area.
- The rezoning would not be considered detrimental to the neighborhood character due to existing densities in the area and the fact that many of the existing lots would be more conforming under R-6 zoning than they are under R-15 zoning.

This "spot zoning analysis" compliments, but does not replace the 6 criteria that are required for consideration according to Section 11-4 of the City's Zoning Code.

<p><u>R-15 Medium Density Residential (Current)</u> Same in both districts Different from proposed district</p>	<p><u>R-6 High Density Residential (Proposed)</u> Same in both districts Different from current district</p>
<p>Permitted Uses:</p> <ul style="list-style-type: none"> • Accessory dwelling units, subject to supplementary standards contained in section 16-4, below • Accessory structures • Adult care homes so long as the use is clearly incidental to the residential use of the dwelling and does not change the essential residential character of the dwelling • Camps • Child care homes so long as the use is clearly incidental to the residential use of the dwelling and does not change the essential residential character of the dwelling • Home occupations • Parks • Planned residential developments (minor), subject to the requirements of Article VII, below • Religious institutions containing no more than 50,000 square feet of gross floor area • Residential dwellings, single-family • Residential dwellings, two-family • Signs, subject to the provisions of article XIII • Telecommunications antennas, subject to supplementary standards contained in section 16-4, below. <p>Special Uses:</p> <ul style="list-style-type: none"> • Bed and breakfast facilities • Cemeteries • Public utility facilities • Schools, primary & secondary, containing no more than 50,000 square feet of gross floor area 	<p>Permitted Uses:</p> <ul style="list-style-type: none"> • Accessory dwelling units, subject to Supplementary Standards contained in Section 16-4, below • Accessory structures • Adult care homes so long as the use is clearly incidental to the residential use of the dwelling and does not change the essential residential character of the dwelling • Camps • Child care homes so long as the use is clearly incidental to the residential use of the dwelling and does not change the essential residential character of the dwelling • Home occupations • Neighborhood community centers • Parks • Planned residential developments (minor), subject to the requirements of Article VII, below • Religious institutions containing no more than 50,000 square feet of gross floor area • Residential dwellings, single-family • Residential dwellings, two-family • Signs, subject to the provisions of Article XIII • Telecommunications antennas, subject to Special Use requirements contained in Section 16-4, below. <p>Special Uses:</p> <ul style="list-style-type: none"> • Bed and breakfast facilities • Public utility facilities • Residential care facilities • Schools, primary & secondary, containing no more than 50,000 square feet of gross floor area

<p align="center"><u>R-5 Medium Density Residential</u> Same in both districts Different from current district</p>	<p align="center"><u>R-6 High Density Residential</u> Same in both districts Different from proposed district</p>
<p>Dimensional Requirements:</p> <p>Minimum Lot Area in Square Feet: 15,000</p> <p>Lot Area per Dwelling Unit in Square Feet: 15,000; 7,500 (for one additional dwelling unit)</p> <p>Minimum Lot Width at Building Line in Feet: 85</p> <p>Minimum Yard Requirements in Feet:</p> <p>Principal Structure:</p> <p align="right">Front: 30 Side: 10 Rear: 15</p> <p>Accessory Structures:</p> <p align="right">Front: 30 Side: 5 Rear: 5</p> <p>Maximum Height in Feet: 35</p>	<p>Dimensional Requirements:</p> <p>Minimum Lot Area in Square Feet: 6,000</p> <p>Lot Area per Dwelling Unit in Square Feet: 6,000; 4,000 (for one additional dwelling unit)</p> <p>Minimum Lot Width at Building Line in Feet: 50</p> <p>Minimum Yard Requirements in Feet:</p> <p>Principal Structure:</p> <p align="right">Front: 20 Side: 8 Rear: 10</p> <p>Accessory Structures:</p> <p align="right">Front: 20 Side: 5 Rear: 5</p> <p>Maximum Height in Feet: 35</p>



PLANNING BOARD RECOMMENDATION

PROJECT #: P24-17-RZO

MEETING DATE: April 11, 2024

PETITION REQUEST: Hope Creek Ln + Powell St - Standard Rezoning (R-15 to R-6)

APPLICANT/PETITIONER: Pascual Hernandez

PLANNING BOARD ACTION SUMMARY:

Staff gave a 15-minute presentation on the request - reviewing the guidance from the Comprehensive Plan as well as the criteria for considering a rezoning. The Planning Board asked questions pertaining to density, the most development that is likely to occur, access to sewer, and the impact of the floodplain. In total Planning Board considered this item for 35 minutes.

PUBLIC COMMENT:

One pre-submitted comments include the following:

Emanuel Acosta, 16 Partner Dr - wrote in opposition to the rezoning.

One person spoke via Zoom during the public hearing:

Ken Fitch, 1046 Patton St - brought up issues related to flooding, endangered species, restoring the natural stream network and impacts within the watershed.

DELIBERATION:

The Planning Board deliberated about the floodplain data, traffic impacts especially during flood events,

MOTION:

Peter Hanley moved that the Planning Board recommend approval providing the following:

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

The Goals & Strategies of LU-7 “High-Intensity Neighborhood” calls for primary recommended land uses which align with the proposed R-6 Zoning

REASONABLENESS STATEMENT:

[Rationale for Approval]

1. R-6 zoning aligns with and maintains the primary single-family character of the neighborhood
2. R-6 zoning allows for a more efficient use of land.
3. R-6 zoning is less dense than some existing land uses in proximity of the subject property.

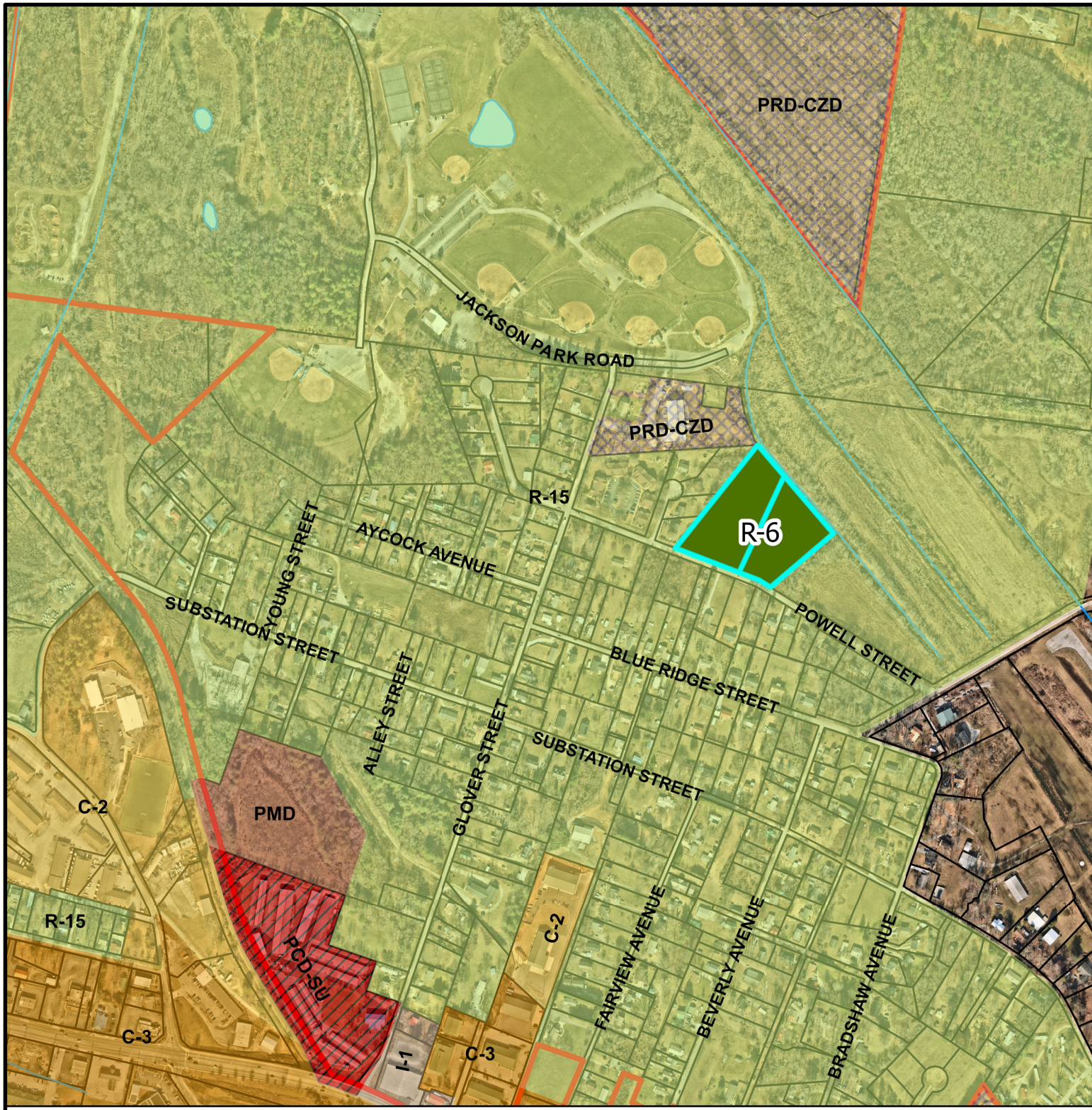
BOARD ACTION

- **Motion/Second:** Hanley / Waters
- **Yeas:** J. Robertson (Chair), Hanley, Flores, Waters, Cromar, Y. Robinson, Whiting
- **Nays:** N/A
- **Absent:** Peacock, B. Robertson
- **Recused:** N/A

Hope Creek & Powell P24-17-RZO

PIN: 9578-36-6473
 9578-36-8361

Acreage: 4.68 Acres
 (203,861 Sq Ft)



Proposed Zoning

- | | |
|------------------------------------------|---------------------------------------------------|
| Hendersonville City Limits | PID Planned Institutional Development |
| Parcels | C-3 Highway Business |
| Streams/Rivers | C-2 Secondary Business |
| Subject Parcel | PCD-SU Planned Commercial Development Special Use |
| R-15 Medium Density Residential | I-1 Industrial |
| Planned Residential Development District | PMD Planned Manufacturing Development |
| PRD-CZD | R-6 High Density Residential |

Community Development Department



Ordinance # ____ - ____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR CERTAIN PARCELS (POSSESSING PIN NUMBERS 9578-36-6473, 9578-36-8361) BY CHANGING THE ZONING DESIGNATION FROM R-15 MEDIUM DENSITY RESIDENTIAL TO R-6, HIGH DENSITY RESIDENTIAL

IN RE: Parcel Numbers: 9578-36-6473, 9578-36-8361
Hope Creek + Powell St (File # P24-17-RZO)

WHEREAS, the Planning Board took up this application at its regular meeting on April 11th, 2024; voting [redacted] 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 May 2nd, 2024, and

WHEREAS, City Council has found that this zoning map amendment is consistent with the City’s comprehensive plan, and that it is reasonable and in the public interest for the reasons stated, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on May 2nd, 2024,

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Numbers: 9578-36-6473, 9578-36-8361, By Changing the zoning designation from R-15 Medium Density Residential to R-6, High Density Residential.
2. Any development of this parcel shall occur in accordance with the Zoning Ordinance of the City of Hendersonville, North Carolina.
3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 2nd day of May 2024.

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

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Zoning Ordinance Map Amendment

Sections 4-1 and 11-1 of the City Zoning Ordinance. The following are required to constitute a complete application for a zoning map amendment: This form and the property owner(s) signature(s), if applicable. Appropriate fees. A survey and/or metes and bounds description of the property. Applications for zoning map amendments are due at least 30 days prior to any Planning Board Meeting.

Date:

Address/Location of Property:

Current Zoning:

Proposed Zoning:

List the adjacent property parcel numbers and uses.

PIN or PID #

Adjacent Property Use:

PIN or PID #

Adjacent Property Use:

PIN or PID #

Adjacent Property Use:

PIN or PID #

Adjacent Property Use:

Applicant Name:

First

Last

Address

Address Line 1

Address Line 2

City

State

Zip Code

Phone

Email

Property Owner Name:

First

Last

Address

P.O Box 2826

Address Line 1

Address Line 2

Hendersonville

City

North Carolina

State

28793

Zip Code

PIN or PID #

9578366473 & 9578368361

Signature

Printed Name:

Pascual

First

Hernandez

Last

Official Use Only:

Date Recieved:

Received By:

Fee Received:

Section 11-4 Standards: The advisability of amending the text of thei Zoning Ordinance or the Official Zoning Map is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or disapprove the proposed amendment to the text of this Ordinance or the Official Zoning Map, the City Council shall consider the following factors among others:

a) Comprehensive Plan Consistency. Consistency with the Comprehensive Plan and amendments thereto.

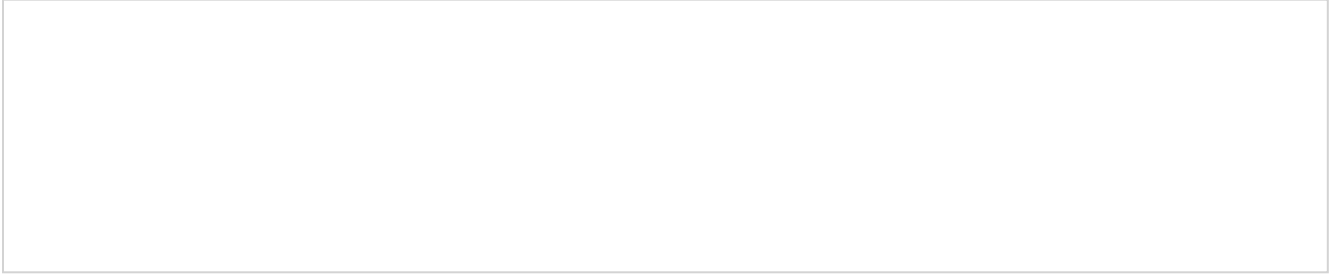
b) Compatibility with surrounding uses. Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.

c) Changed Conditions. Whether and the extent to which there are changed conditions, trends or facts that require an amendment.

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

e) Public facilities. Whether and to the extent which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.

f) Effect on natural environment. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, stormwater management, streams, vegetation, wetlands and wildlife.





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Caitlyn Gendusa **MEETING DATE:** 5/2/2024

AGENDA SECTION: New Business **DEPARTMENT:** Public Works

TITLE OF ITEM: Approval of Sustainability Strategic Plan - *Caitlyn Gendusa, Public Works Superintendent Sustainability Manager*

SUGGESTED MOTION(S):

Motion to approve

SUMMARY:

The Sustainability Strategic Plan outlines measurable goals and actions that blend environmental, social, and economic values to reduce the City's overall impact on the environment while strengthening communities, and ensuring a prosperous future now, and for generations to come. This plan addresses challenges with a path forward on actionable and measurable opportunities to reduce the City’s municipal greenhouse gas emissions and is focused on internal operations. Key areas of focus are energy, transportation, waste management, land management, and water.

BUDGET IMPACT: To be determined

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

If no, describe how it will be funded. A blend of City funds, grants, and rebates will be utilized.

ATTACHMENTS:

Sustainability Strategic Plan

Sustainability Strategic Plan Resolution

Resolution # __-__

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT THE SUSTAINABILITY STRATEGIC PLAN

WHEREAS, the City of Hendersonville City Council adopted Resolution R-21-53 recognizing core values and beliefs that include environmental sustainability as an important consideration for all projects and programs; and

WHEREAS, the Environmental Sustainability Board initiated the creation of this Sustainability Strategic Plan as an essential tool for this board and City at large to ensure we uphold sustainability as a key priority; and

WHEREAS, greenhouse gas emissions increase the frequency of severe weather events including flooding, droughts, and wildfires which can be combated through measures to reduce greenhouse gas emissions; and

WHEREAS, there continue to be opportunities to save Hendersonville taxpayers money and reduce the energy demand of City buildings by improving the energy efficiency of City buildings and seeking opportunities to reduce City fleet fuel usage; and

WHEREAS, the City of Hendersonville acknowledges that to achieve the goals and actions outlined in this Sustainability Strategic Plan, policies, programs, and allocating appropriate funding will be needed to fully implement this Plan; and

WHEREAS, documenting and reporting progress of this Sustainability Strategic Plan in a transparent manner to the Hendersonville community is essential in implementation and ensuring long-term success.

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

1. The Sustainability Strategic Plan, is hereby approved; and
2. The City of Hendersonville intends that this plan shall be a living document, updated at least once every five years or as needed.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _th day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE

Sustainability Strategic Plan 2024



ACKNOWLEDGEMENTS

CITY LEADERSHIP

Mayor Barbara Volk
 Mayor Pro Tem Lyndsey Simpson
 Council Member Jennifer Hensley
 Council Member Debbie O'Neal-Roundtree
 Council Member Jeff Miller
 John Connett, City Manager

CITY STAFF

Public Services
 Brent Detwiler

Public Works
 Tom Wooten Mark Stierwalt
 Caitlyn Gendusa Brandon Mundy
 Andy Brogden

Water & Sewer
 Adam Steurer Kasey Lyons
 Ricky Levi Garrett Demoss
 Chad Freeman Elizabeth Erwin

CITY BOARDS

Environmental Sustainability Board
 Tree Board
 Diversity, Equity, & Inclusion Board

PHOTOGRAPHY

Camera Club of Hendersonville
 Friends of Oklawaha Trail

The City of Hendersonville would like to thank and recognize all community groups and members who gave their time and energy to bring this plan to life.

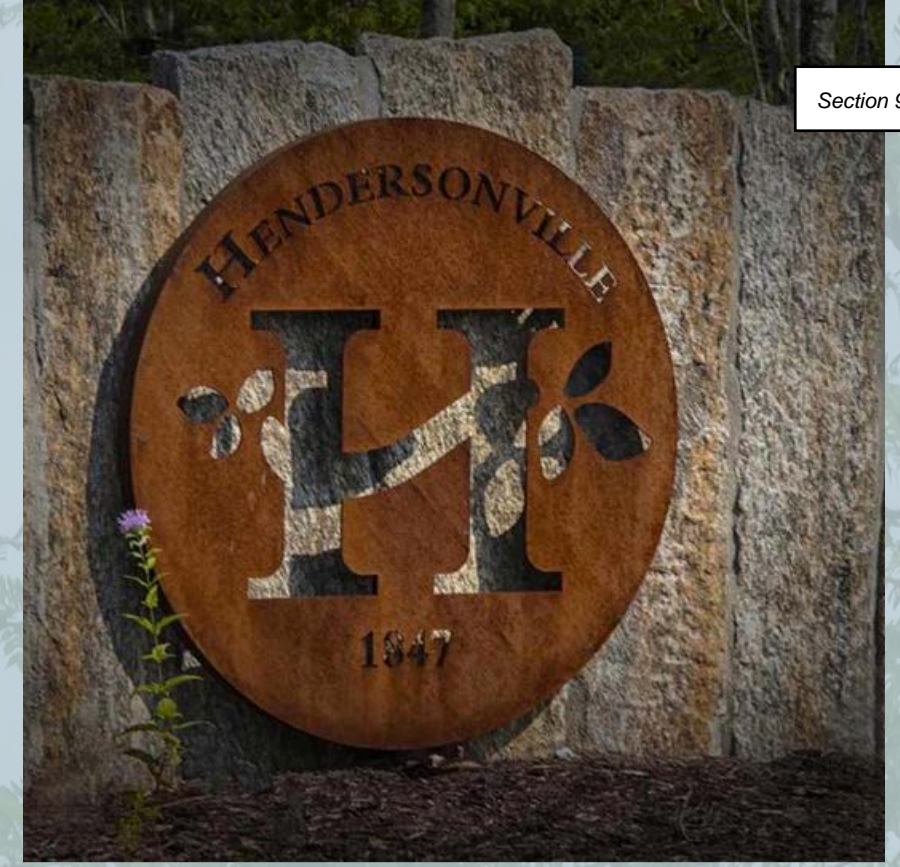


TABLE OF CONTENTS

I. INTRODUCTION

Introduction	4
Opportunity Through Challenges	6
Sustainability Timeline	7
GHG Inventory	9
City Services	12
Community Input	14
Strategic Goal	15
Focus Area Overview	16

II. FOCUS AREAS

Energy	19
Transportation	24
Waste Management	30
Land Management	34
Water	39

III. IMPLEMENTATION 43

IV. COLLECTIVE ACTION 49

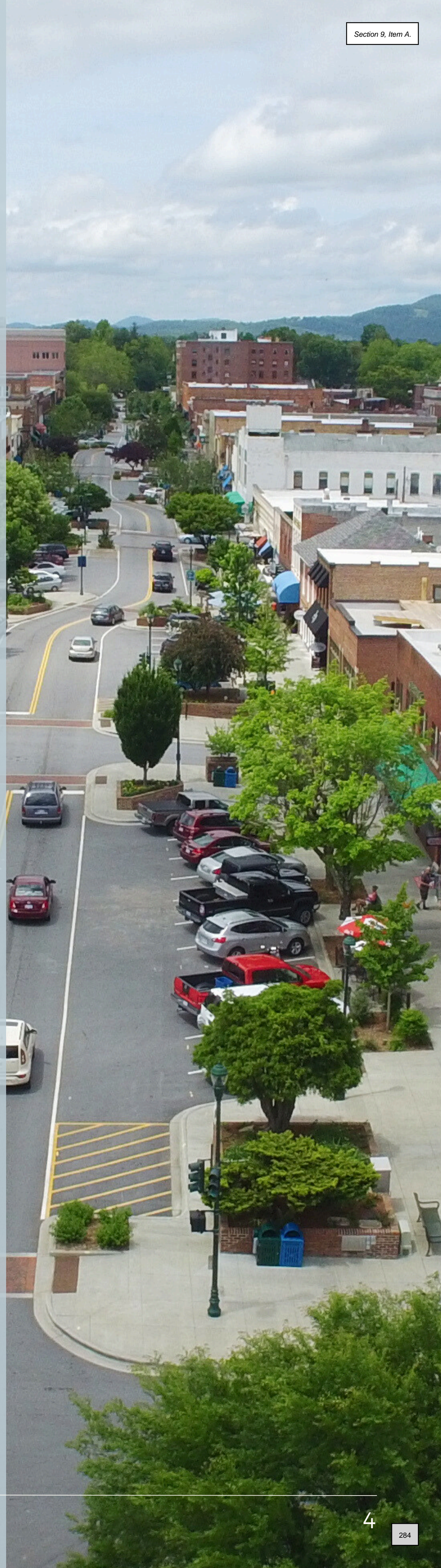


Letter from the Environmental Sustainability Board

What started as an initial goal of this board along with encouragement from our City Council liaison, Lyndsey Simpson, we are pleased to see this plan come to life. The mission of the Environmental Sustainability Board has always been to advise City Council in matters pertaining to environmental sustainability in the City of Hendersonville. A sustainability plan puts to action this mission in a way that ensures long-term success and is a necessary plan for this board and City at large to ensure we uphold sustainability as a key priority.

The inception of this plan began with a subcommittee formed of board members and community advocates who met for over a year in drafting the framework for this plan which included the five referenced focus areas as well as actions on the municipal and community level. Woven throughout are community level actions and resources related to the five focus areas that we hope will excite and encourage our community to take action in implementing more sustainable practices.

It became evident that to bring this plan to fruition and ensure sustainability is a key component to City operations and planning, that a paid staff member position would be essential. We commend this City Council for filling that position and supporting our efforts in the creation of this plan which along with this board of dedicated sustainability advocates, we can see a brighter future for our community and future generations.





City of Hendersonville Sustainability Strategic Plan

The City of Hendersonville's City Council recognizes the following core values and beliefs related to sustainability that should be upheld as stated in Resolution R-21-53:

- The City will evaluate the environmental sustainability of all projects and programs while maintaining a solid relationship with residential and business development;
- The City believes that it is our responsibility to protect all our natural resources and the environment through the implementation of sustainable and responsible projects;
- The City must lead by example by evaluating all city operations to ensure they protect or repair the natural environment and are environmentally sustainable; and
- The City will prioritize the protection of existing tree canopy and the development of greenspaces and parks.

In order to implement these values and beliefs, the City has created this Sustainability Strategic Plan which outlines measurable goals and actions to reduce our overall impact on the environment while strengthening our communities, especially those underserved to ensure we have a prosperous future now, and for generations to come. This plan addresses challenges with a path forward on actionable and measurable opportunities to reduce the City's municipal greenhouse gas emissions, GHG.

The five main focus areas for this plan include:

- Energy
- Transportation
- Waste Management
- Land Management
- Water

Within each of these focus areas are specific recommended actions designed to help reach our strategic goal of 30% reduction in greenhouse gases, GHG by 2035. This plan will be updated every 5 years to ensure our actions are ambitious yet achievable.



A Challenge & Opportunity

The principles of sustainability integrate environmental, social, and economical values into solutions to some of the world's biggest challenges: social inequity, environmental health, air pollution, increasing operational costs and more.

For the City of Hendersonville, our community character and way of life is strongly rooted in the natural environment of the Appalachian mountains. As the population increases, we must look for opportunities to reduce our impact on the environment through integrating sustainability within city planning and operations.

The primary purpose of this Plan is to reduce the overall greenhouse gas emissions for City operations while preserving our environment. While some actions relate more to the community level such as increased bikeability and walkability infrastructure or recycling, this Plan focuses specifically on sustainability goals and actions at the municipal operational level with recommendations for residents, businesses, and community members.

What Does "Sustainability" Mean?

The meaning can vary across different fields and disciplines with three constant principals: economic viability, environmental protection, and social equity. For the City of Hendersonville, we must have smart growth that is both economically sound while respecting our environment for the collective community.



Where We've Come & Where We Are Going

Below is a summary of the history of sustainability in Hendersonville to show how far we have come and what opportunities lie ahead. This is not meant to be an exhaustive list but rather to show a snapshot of key accomplishments.

1991

Hendersonville becomes a Tree City USA member followed by the creation of the Tree Board



2007

Stormwater Division created



2012

Helping Hand Outreach or H2O assistance program started by Water & Sewer Dept. as a way to assist low and moderate-income families unable to pay for a City water and sewer bill



2015

Environmental Sustainability Board created
Hendersonville becomes a Bee City USA member





2024

City Council approves creation of Affordable Housing Steering Committee

2023

Sustainability Division created and first sustainability manager hired



First City electric vehicle purchased

2022

Environmental Sustainability Board initiates City Sustainability Plan



Hendersonville becomes a Caregivers of Mother Earth City

First City hybrid vehicle purchased



2021

City Council passed resolution including sustainability and tree canopy as key priorities

Greenhouse Gas Assessment

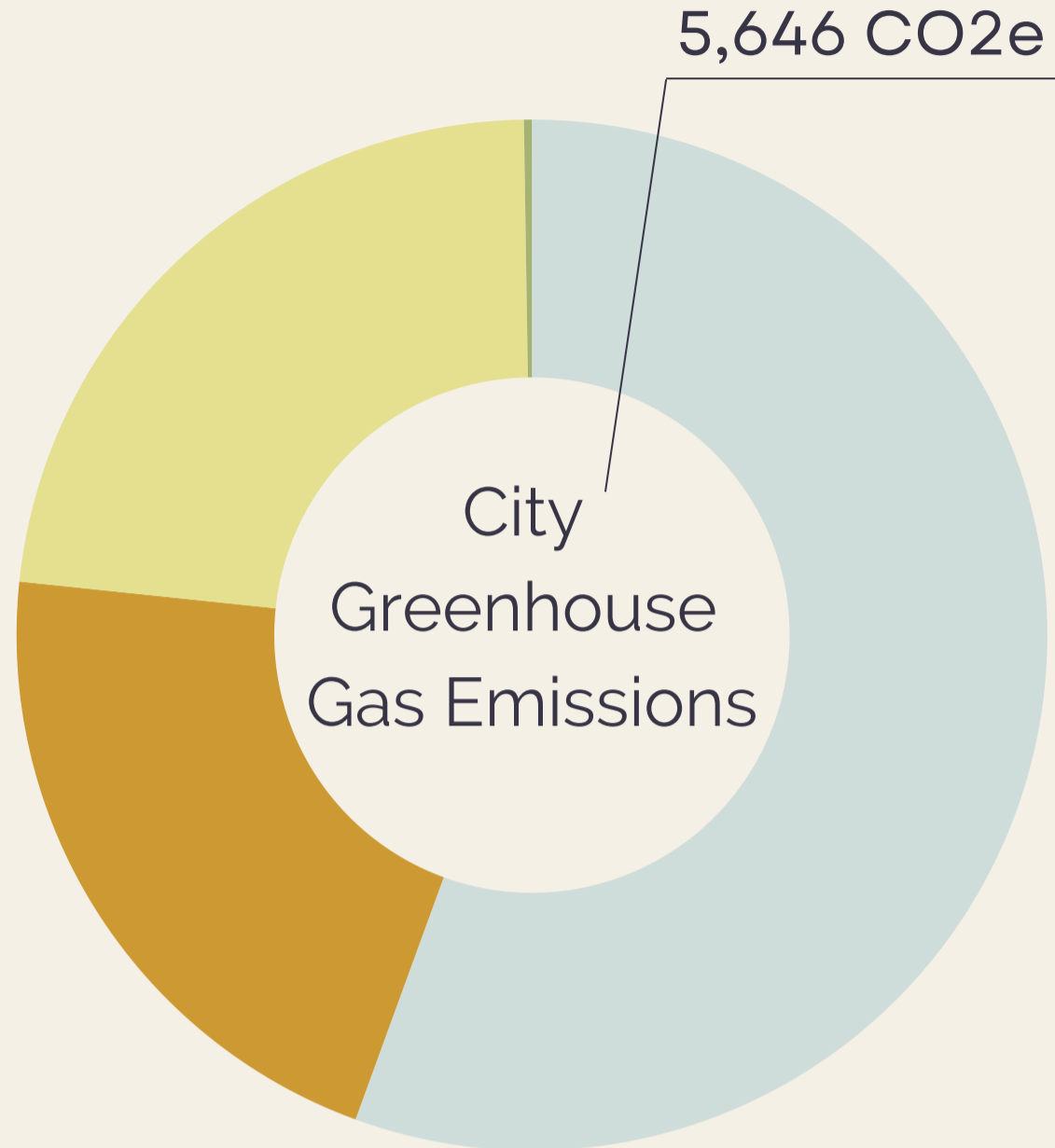
In order to ensure this Plan has measurable results, a greenhouse gas assessment was completed to identify the largest sources of emissions. Assessments like these are commonly used in municipal sustainability planning to provide a benchmark of our starting point and how we would like to improve as we look to the future.

Greenhouse gas emission reduction is a necessary step in ensuring a resilient economy, environment, and community.

GHGs are gases in the earth's atmosphere that trap heat and keep our planet warm enough to sustain life. GHGs include carbon dioxide, methane, nitrous oxide, and fluorinated gases. Since the 1900's, Human activity such as burning fossil fuels has caused a dramatic increase in these gases and the trend has rapidly accelerated in recent years. When too much heat is trapped, overall temperature rises. This results in destructive weather patterns that include flooding, drought, and other natural disasters.

This Sustainability Plan will help the City mitigate these challenges while realizing cost savings and improved quality of life.

For this assessment, 2021 City emissions were used as a benchmark to measure our progress and goals. 2021 is the most recent year where emission factor sets are available for measuring.



- Buildings & Street Lights
- Vehicle Fleet
- Water & Wastewater Treatment Facilities
- Process & Fugitive Emissions

Note:
Water & Wastewater Treatment was calculated for city-wide uses since it is City owned and operated while Buildings & Street Lights and Vehicle Fleet are specific to the municipal operational level.

Solid waste was not included in the GHG assessment since the City does not have tracking on what is produced only for municipal operations. Furthermore, the City does not own or operate the waste transfer station or landfill. Municipal solid waste is also expected to be very small. For informational purposes, the total CO₂e for City-wide solid waste is 2,208 MT CO₂e.

What process was used to create the GHG Assessment?

This assessment was completed through ICLEI: Local Governments for Sustainability, which is a global network of more than 2,500 local and regional governments committed to sustainable urban development. ICLEI's ClearPath model was used to complete a local government operations protocol for the quantification and reporting of greenhouse gas emissions inventories.

What was included in our GHG Assessment?



Buildings & Streets

This sector includes the emissions from energy used to operate City owned buildings, streets, lights (owned and leased), and traffic signals.



Fleet

Included are the emissions from on-road and off-road vehicles used for municipal operations ranging from garbage trucks to administrative vehicles for staff. The specific types of fuel and miles are tracked as well as the vehicle size.



Wastewater & Water

This sector accounts for the emissions from the wastewater treatment process, from pumping water to treating wastewater and drinking water.



Process & Fugitive Emissions

These emissions calculate the amount of methane that is leaking out of pipes during distribution of natural gas.

Solid waste is an important aspect of sustainable practices even though it is not included in the City's GHG assessment based on the reasons found on page 9. As a result, proposed waste reduction actions are included within this strategic plan to ensure we are making strides in reducing the City's solid waste consumption.



How do you measure GHGs?

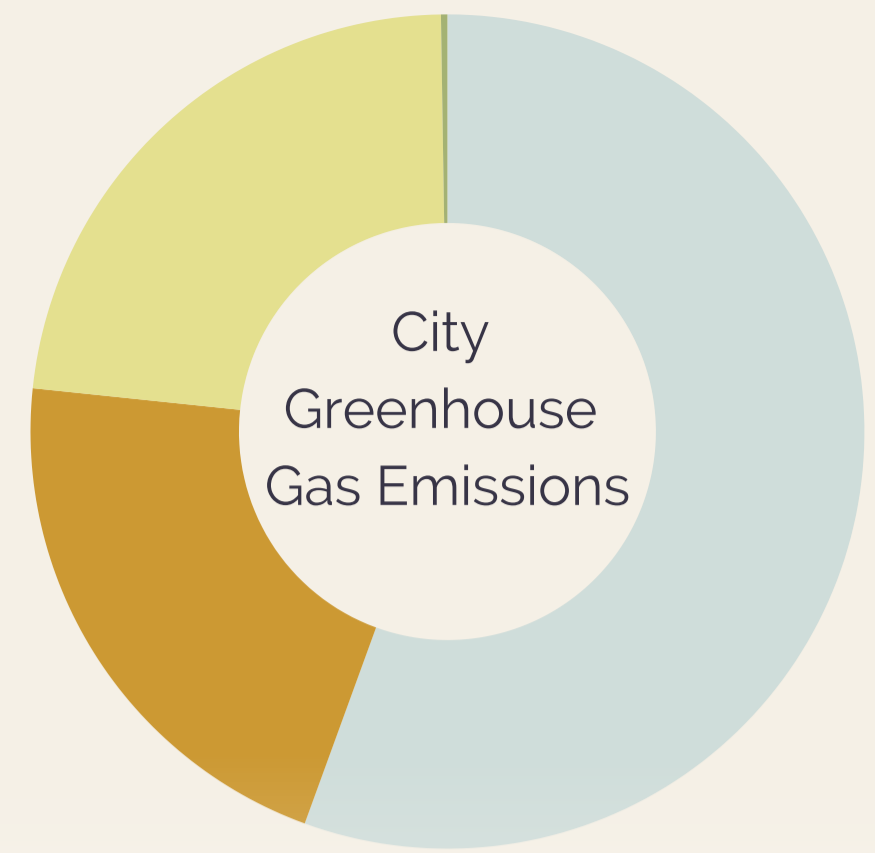
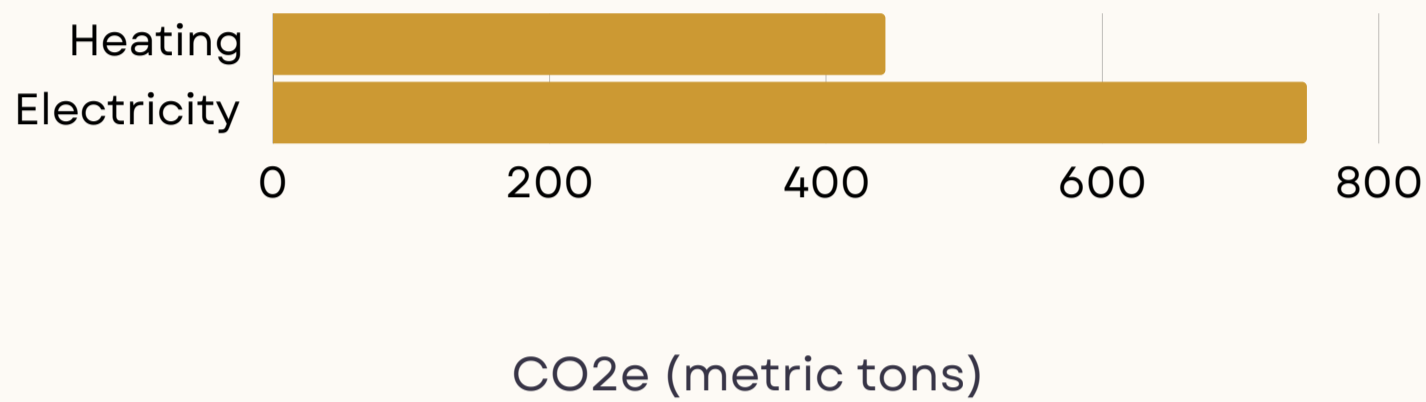
Greenhouse gases are measured in carbon dioxide equivalent otherwise known as CO2e. Various greenhouse gases ranging from carbon dioxide, methane, nitrous oxide, hydrochlorofluorocarbons, and more. These gases are then converted to the amount of carbon dioxide in metric tons that would cause the same amount of atmospheric warming.

Greenhouse Gas Inventory Breakdown

Below is a breakdown of each emissions category and what data was used in the assessment. Under Buildings & Street Lights, heating is derived from Dominion Energy while electricity is from Duke Energy. Under Fleet, off-road vehicles are those that do not operate on main roads such as construction equipment or property maintenance equipment.



Buildings & Street Lights - 1,191 MT CO₂e

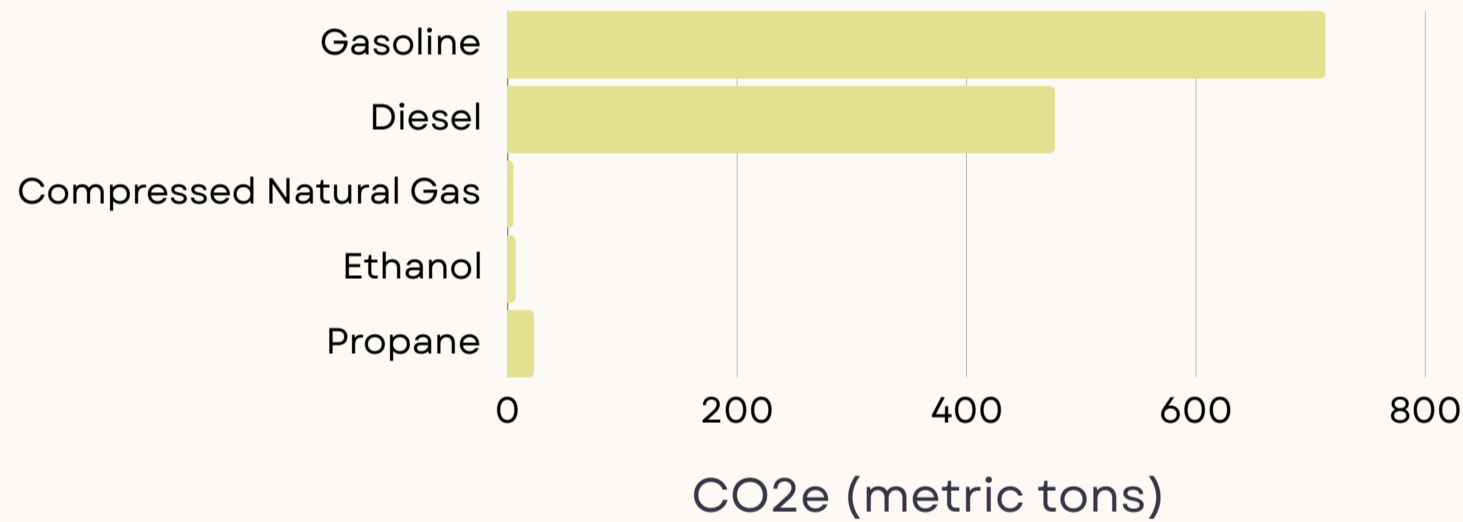


- Buildings & Street Lights
- Vehicle Fleet
- Process & Fugitive Emissions
- Water & Wastewater Treatment Facilities

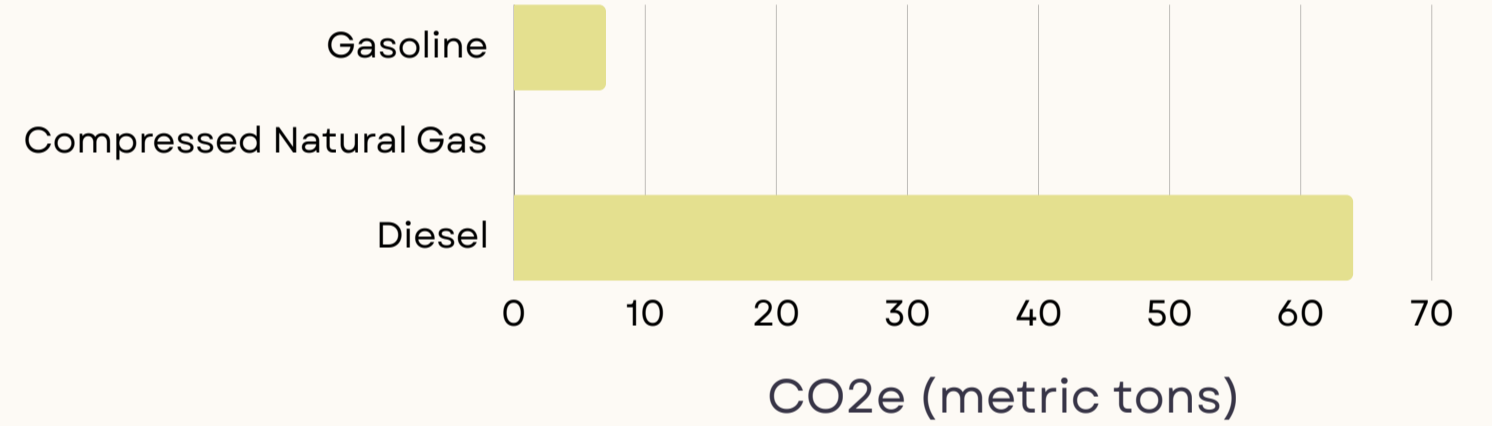


Fleet - 1,304 MT CO₂e

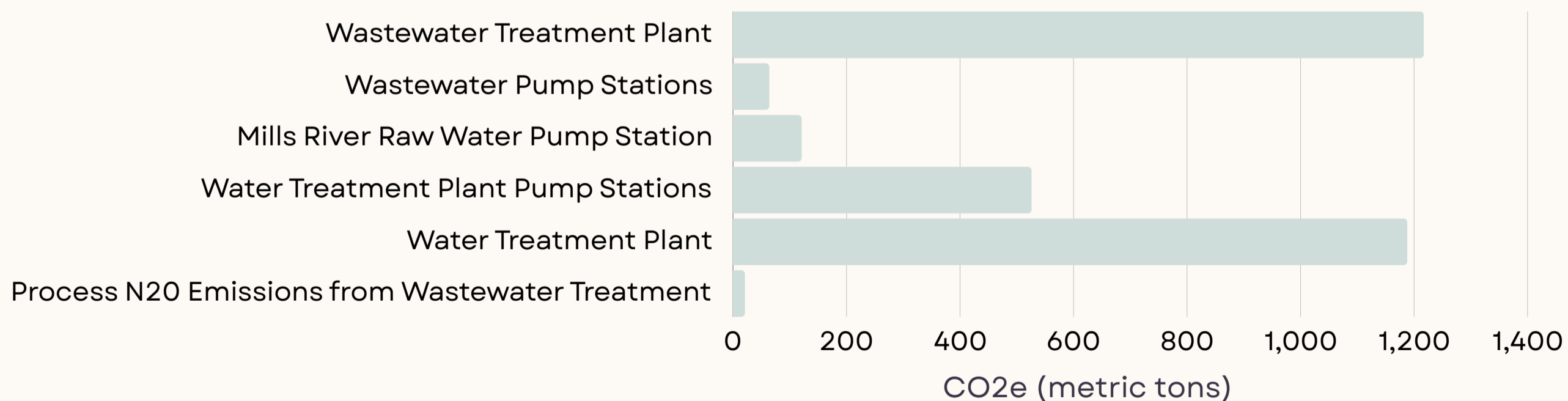
On-road vehicles



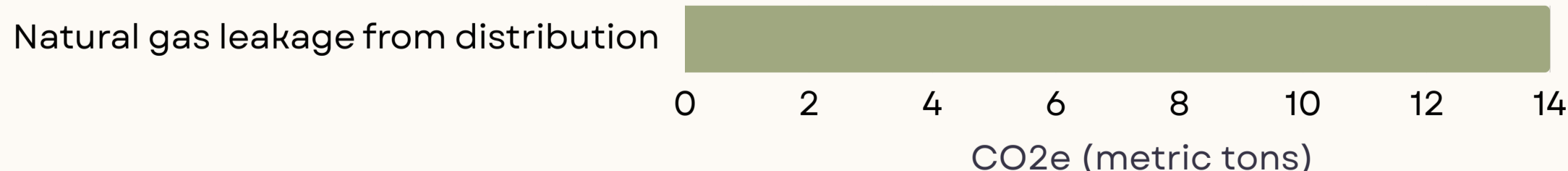
Off-road vehicles



Water & Wastewater - 3,137 MT CO₂e



Process & Fugitive Emissions - 14 MT CO₂e



City Services

To understand the scope of Hendersonville's greenhouse gas footprint, it is important to look at the services our City provides to show the complexities and population served as much to the surprise, the City's services can sometimes extend far beyond the City limits and includes residents, business owners, and more.



Police Department

Tasked with ensuring the safety and wellbeing of our community, the City's Police Department services the municipal limits of Hendersonville responding to calls ranging from traffic safety, assaults, larcenies, drug offences, among others. On occasion, officers will also provide oversight on City events for safety.

Fire Department

The City's Fire Department services our community within the municipal limits of Hendersonville in times of crisis minimizing risk to life, property, and the environment and provides crucial education on fire safety and prevention.



Environmental Services

Formerly known as the City's sanitation department, Environmental Services is a division within the Public Works Department that collects trash, recycling, yard waste, and other materials that is then taken to the Henderson County Transfer Station for processing. This division services City residents and business owners within the municipal limits of Hendersonville.

Streets & Traffic

Streets & Traffic are divisions within the Public Works Department. Work includes maintaining 134 lane miles of City streets while the rest of streets within the City are maintained by N.C. Dept. of Transportation. Also included is snow and ice removal as well as streetlights. The traffic division maintains 42 City owned traffic signals, over 8000 signs and posts, 301 City owned decorative street lights, 175 historic banners, 5 trail emergency phones, 5 electric car charging stations, over 1500 parking spaces, & 27 parking kiosks within the City.



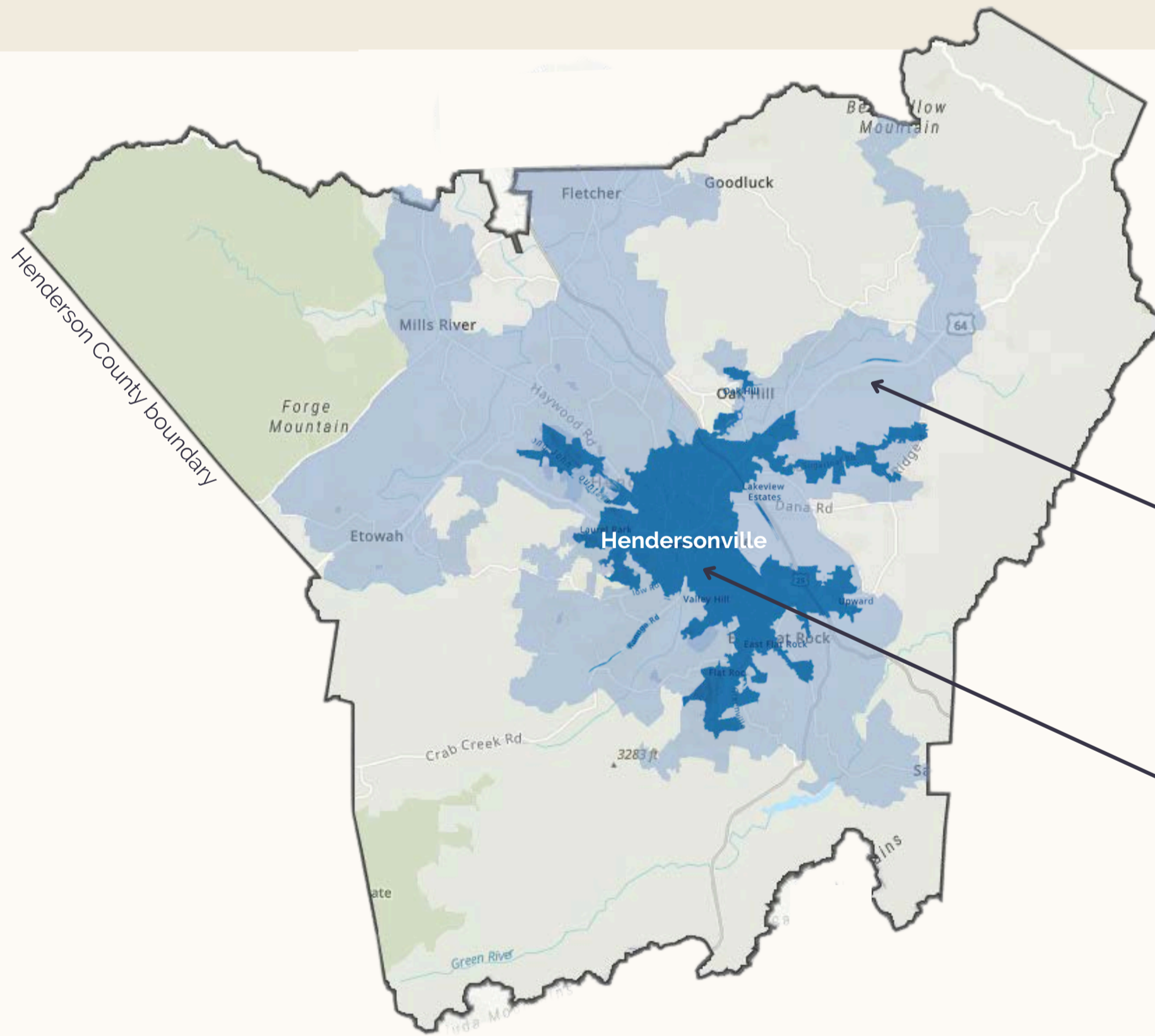


Parks & Cemetary

The Parks division is part of the City's Public Works Department and maintains public parks including: Berkeley Mills Park, Boyd Park, Dr. Martin Luther King Park, King Memorial Park, Lenox Park, Patton Park, Pets' Own Place on Seventh Avenue, Rotary Park, Sullivan Park (Green Meadows), Toms Park as well as the Oklawaha Greenway.

Water & Sewer Department

Hendersonville Water and Sewer provides water service to over 31,000 homes and businesses in Hendersonville and Henderson County as well as sewer service to over 10,000 homes and businesses. Over 72,000 people are being served with water and over 21,000 people receive sewer service. The Department also operates and maintains of over 683 miles of water mains, 54 water pumping stations, 24 water storage tanks, over 180 miles of sewer mains, and 31 sewer pumping stations.



Service Area

This light blue shaded region denotes the water service area which includes Hendersonville, Mills River, Etowah, Fletcher, Laurel Park, and Flat Rock.

This dark blue shaded region denotes the sewer service area which includes parts of Flat Rock and other areas in addition to Hendersonville.

+ more

Additional City services include Community Development, Customer Service, Stormwater, & Sustainability

Community Engagement

While this plan is specifically focused on actions that can be accomplished on the municipal, city operational side, community input, support, and action are integral in ensuring this Plan represents the focuses and goals of our diverse Hendersonville community.

A variety of engagement opportunities and events were completed that included two open houses, four pop-up events, as well as a public input survey. A main focus of the survey component was to gain insight on how actions in this Plan should be ranked based on community priority as well as what potential programs or resources are missing that could help our community adopt more sustainable practices. Key takeaways from these engagement efforts are included below with specific insights related to the five focus areas incorporated in the relevant focus area and implementation sections.

Most Important Focus Area:

- #1 Land Management
- #2 Water
- #3 Energy & Transportation
- #4 Waste Management

82%

Believe the City should take steps to reduce our municipal greenhouse gas emissions.

81%

Would be interested in a yearly sustainability impact report from the City

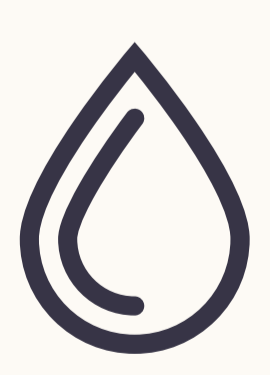
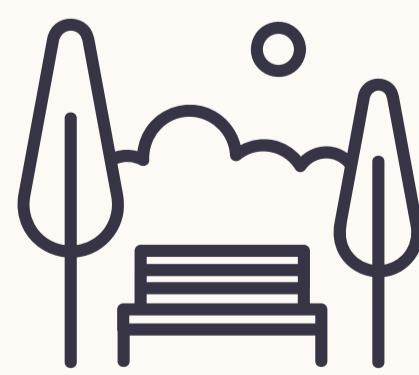
Key Takeaways from Community Input

- Financial savings ranked as top benefit to reducing emissions followed by reducing carbon footprint.
- Majority of participants voted that the Plan should be funded through a hybrid of grant and City funds.
- Affordable housing raised as an important focus area which is addressed in the City's Comprehensive Plan.
- Public transit listed as a focus which while Henderson County handles this area and not the City, there could be improved City and County collaboration on expanding transit options.
- Cost seen as largest barrier preventing community members from implementing sustainability initiatives

Strategic Goal:

30 By 35

By 2035, reduce municipal greenhouse gas emissions by 30% from a 2021 baseline



NOTE: 30% reduction in GHG's would amount to 1,694 metric tons of CO₂e. The United Nations urges communities keep global warming to no more than 1.5°C, as urged for in the Paris Climate Agreement. To achieve this, emissions need to be reduced by 45% by 2030 and reach net zero by 2050. Consider revising this Plan's strategic goal in the future based on City Council and funding priorities.

How do we get there?

Focus Areas help prioritize what actions are needed to reach our strategic goal. While some focus areas have strong GHG emission reduction potential, others provide intrinsic and quality of life benefits. This approach enables us to tackle implementation in a holistic and integrated way bringing the various principles of sustainability to the forefront.



Energy

Energy efficiency and renewable energy progression



Transportation

Electric and low-emission municipal fleet; Bikeability & walkability infrastructure



Waste Management

Recycling, composting, and waste reduction measures



Land Management

Natural resource conservation



Water

Ensuring water quality and efficiency

Overview of Goal Actions

Within each of the five focus areas is an overall goal accompanied by measurable actions. The following table shows the 15 actions needed to reach the City's strategic goal. Actions are sectioned by their applicable focus area including energy, transportation, waste management, land management, and water. Level of investment is also included to indicate the financial capital needed to achieve the action.

Category	Actions	Estimated Initial Investment	Estimated Financial Returns
Energy	Receive 30% of electricity from renewable energy sources.	\$808,000	\$46,600 tax credit Avg.\$21,879/year
Energy	Achieve 10% Energy Savings from Efficiency Upgrades	\$0 for audit +/- \$18,000/building for upgrades	Varies
Energy	Establish Sustainable building policy	\$0	Indirect financial return
Transportation	Increase amount of Level 2 EV charging stations both publicly & for municipal operations	\$5,000-\$15,600/ charging station	Varies
Transportation	Transition to low emission vehicles & reduce fuel use	Propane: \$6,300/vehicle Hybrid: \$5,000 more/vehicle Electric: \$4,500-\$12,000 accounting for federal tax incentive	Propane: 30% less in cost than gasoline; ROI within 2.5-4 years Hybrid: Up to 50% less gasoline use Electric: Varies, typically 60% less/year in gasoline costs
Transportation	Implement Alternative Transportation Plans	\$3,982,900+	N/A
Waste Management	Decrease City-wide Solid Waste by 15%	Unknown / low investment	Estimated \$31,900/year

Sources:

* U.S. Department of Energy [Alternative Fuels Data Center](#)

* [Alliance Auto Gas](#)

* U.S. Department of Energy: [Clean Cities Alternative Fuel Price Report](#)

* Natural Resources Defense Council: Electric vs. Gas Cars

Overview of Goal Actions, *continued*

Category	Actions	Estimated Level of Investment	Return on Investment
Waste Management	Establish City compost program	\$1,500/drop off location \$55/home compost bin	Every ton diverted from landfill results in \$63 savings
Waste Management	Reduce Biosolids landfill waste by 67%	\$12,500,000	\$194,200/year + roughly \$5,400/year in gasoline saved
Land Management	Increase tree canopy on City owned property to 50% & maintain Citywide tree canopy	Approximately \$171-\$351/acre	Indirect financial benefits
Land Management	Build on existing efforts to reduce pesticide & herbicide use	Unknown / larger upfront investment with cost savings once established	Indirect financial benefits
Land Management	Enhance & restore City-owned natural areas and parks	Unknown / larger upfront investment with cost savings in long run	Indirect financial benefits
Water	Increase education and outreach on water conservation & water quality	Estimated \$2,000/year	Varies
Water	Continue protecting and enhancing the water quality City streams and wetlands	Unknown / larger upfront investment with cost savings in long run	Indirect financial benefits

Energy



Overview

Energy is a necessity to power City operations. However, how we go about using energy and what sources of energy is an opportunity for not only reducing emissions but realizing financial savings in the long run.

While the City has limited authority to alter where our energy comes from, ensuring adequate building efficiency and reduced energy costs should be a top priority. In addition, we must look for opportunities to produce the City's own renewable energy where feasible such as solar energy installations on new and renovated municipal buildings while being an advocate for increased renewable energy supply from our utility providers.



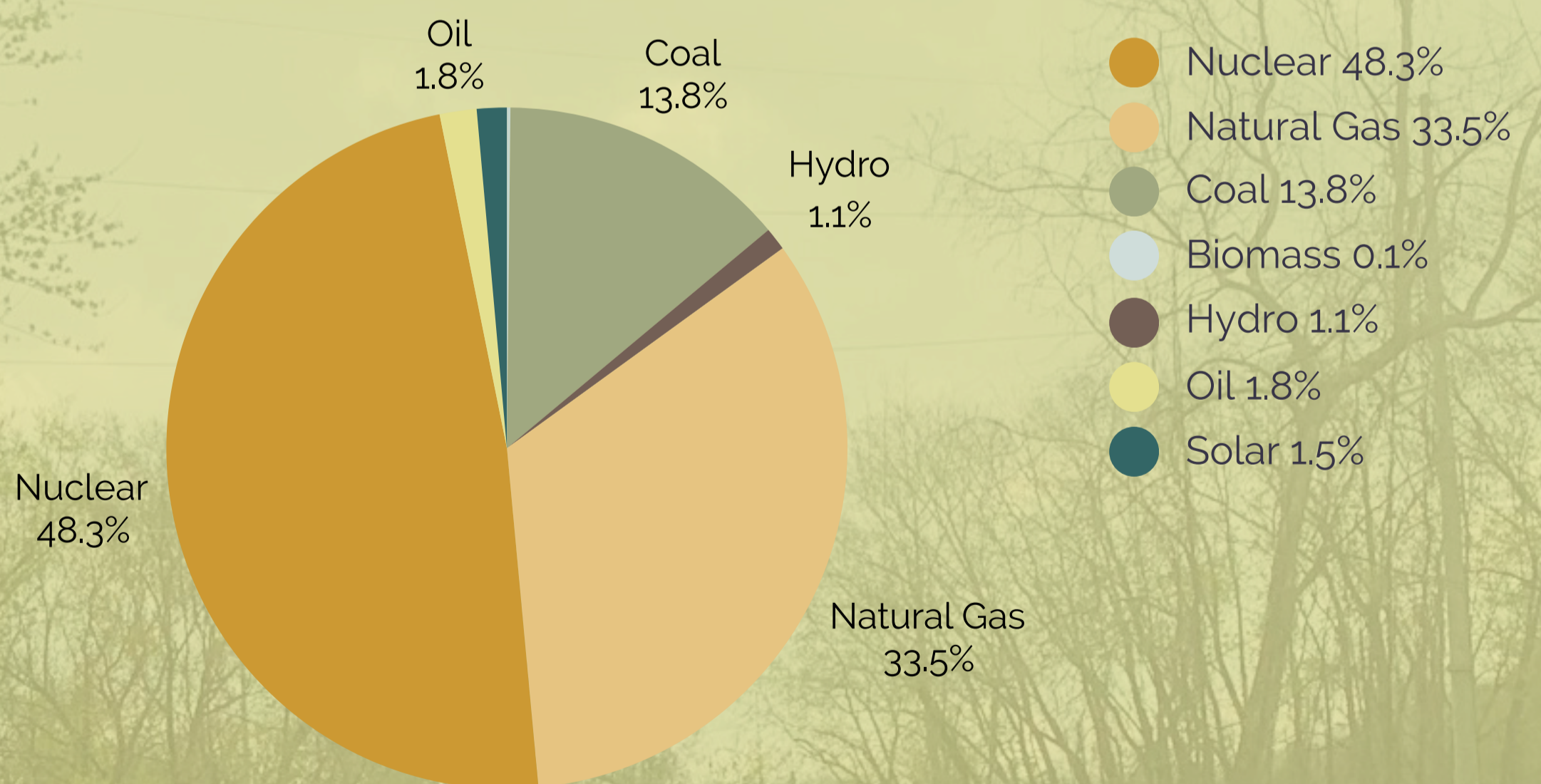
Goal

Reduce energy demand from municipal buildings & increase amount of renewable energy utilized

Actions

- Receive 30% of electricity from renewable energy sources.
- Achieve 10% Energy Savings from Efficiency Upgrades
- Establish sustainable building policy

The City's current energy utility providers are Duke Energy and Dominion Energy both of which have a goal of being carbon neutral by 2050



2022 Utility Power Consumption Breakdown, MWh

Sources:

* Duke Energy and Dominion Energy utility bills

Action

Receive 30% of electricity from renewable energy sources.



Investing in renewable energy sources such as on-site and off-site solar will greatly reduce GHGs while increasing energy independency. As of 2022, Duke Energy sources 2.7% of solar energy with the majority of energy production from nuclear, natural gas, and coal. In order to reach the City's renewable energy goal, off-site as well as on-site opportunities should be considered to ensure we bring about a cleaner, more resilient City.

Strategies to reach this action:

- Explore Duke Energy's Shared Solar Program (pending approval) and advocate for and collaborate with Duke Energy to develop more utility-scale renewable projects in our area.
- Assess current City buildings for roof mount solar, parking lots for solar carports, and park property for ground mount solar to see what is feasible
- Implement a policy to require all new buildings be constructed to accommodate solar panels in the future.
- Include solar as an optional add on for new municipal buildings
- Purchase renewable energy credits, RECs each year until the City's energy utility provider, Duke Energy transitions to more renewable energy sources.
- Leverage Duke's goal of 70% carbon reduction by 2030 in North Carolina to achieve strategic goal while exploring on site-solar and other renewable energy options.

Off-site solar:

A few options exist to increase solar energy including Duke Energy's Shared Solar Program, which is awaiting approval and renewable energy credits, RECs which are readily available. RECs are a certified way to offset energy produced from fossil fuels by purchasing a credit from a renewable energy source which represents one megawatt-hour (MWh) of electricity generated and delivered to the electricity grid from a renewable energy resource. The Shared Solar Program would enable the City to pay for the development and operation of solar facilities (as well as program administration expenses) and in return, receive bill credits for their share of the solar energy generation

On-site solar:

On-site solar options include ground mount, rooftop, canopy, and carport. There is also a requirement with Duke Energy that the maximum power generation at any time for solar cannot exceed the peak demand of the building. Therefore, a building can not be entirely operated by on-site solar.

Sources:

- * 2022 Solar Feasibility Study by RN&M Engineers
- * Environmental America Clean Energy Pathways
- * ICLEI USA ClearPath
- * Collaborative Solar price quote

Proposed Strategy Implementation:

On-Site Solar Project - Firestation 1

The new Fire station located at the crossing of N Church St. and N Main St., will have multiple sustainability features such as heat island reduction with a white roof that reduces the amount of heat absorbed, light pollution reduction by using down-lighting and cut-off fixtures, as well as optimized energy performance. Also included is a solar-ready roof which if approved and installed, would create 48,000 kWh per year.

Cost: \$124,500

- 0.55 cents/kW tax credit
- 6% tax credit for total qualified investment
- \$117,030 initial installation cost +0.55 cent credit/year



On-Site Solar Project - Biosolids Dryer

Estimated to be completed in fiscal year 2025, the new biosolids dryer located on Balfour Road will significantly reduce that amount of biosolids taken to landfill. View page 33 for more information on the system. Up for approval is a rooftop solar installation that would produce 285,479 kWh per year.

Cost: \$660,000 loan

- 0.55 cents/kW tax credit
- 6% tax credit for total qualified investment
- \$620,400 initial installation cost +0.55 cent credit/year

Renewable Energy Credits, REC's

REC's as mentioned on the previous page are a great option if on-site solar projects aren't feasible on the scale needed for GHG reduction, as is the case currently. Therefore, this Plan recommends purchasing renewable energy credits each year to make up for the remainder of the clean energy action until Duke Energy as the City's electricity provider transitions to more renewable energy sources for the grid. As of 2023, Duke Energy has a goal of becoming carbon neutral by 2050, dependent on regulatory approvals.

Cost: \$23,632/year for 3,581 MW/hr

Estimated costs for all solar methods

Ground mount: \$1-\$2/watt
 Roof mount: \$2.50-\$3/watt
 Canopy: \$3-\$4/watt

Carport: \$3.50-\$3.70/watt
 RECs (as of 2021) \$6.60/MWh
 Shared Solar: TBD

Estimated payback period is 18-28+ years with additional net metering power savings for rooftop solar.

Sources:

- * National Renewable Energy Laboratory PV Watts Calculator
- * Collaborative Solar and Pisgah Solar

Action

Achieve 10% Energy Savings from Efficiency Upgrades



Ensuring energy efficiency begins with assessing the City's current buildings to see what opportunities are available for upgrading or retrofitting to decrease energy usage and associated emissions. Many municipal buildings within Hendersonville are several decades old and are now built to outdated energy and water standards. This is a tremendous opportunity to not only reduce emissions but also to realize financial savings from upgrades.

Strategies to reach this action:

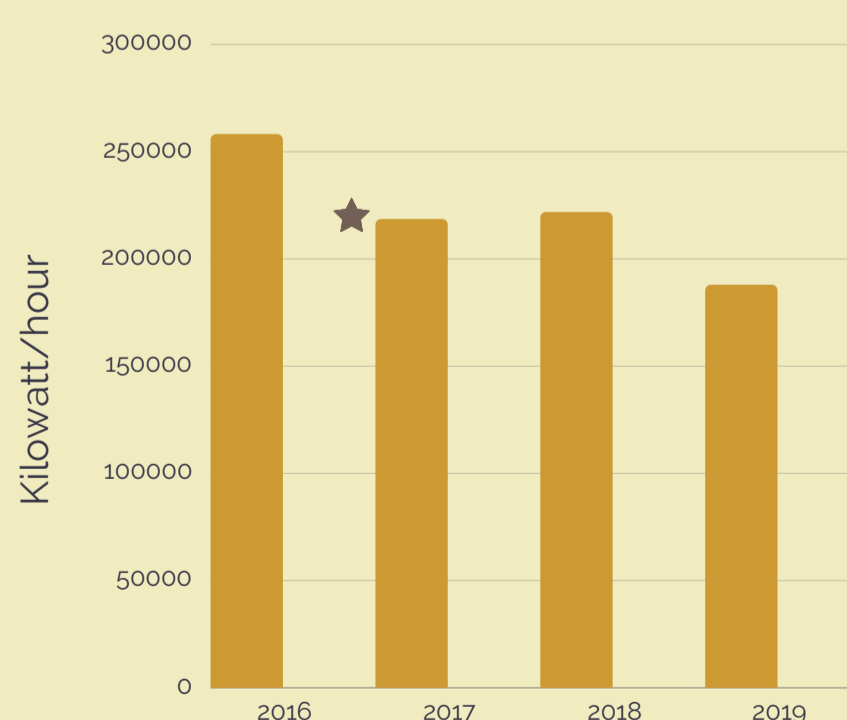
- Assess building energy performance through tools such as the ENERGY STAR® Portfolio Manager® and completing energy audits through free services offered by Waste Reduction Partners and Duke Energy's Virtual Energy Assessment.
- Complete audits at least every five years and consider tracking Energy Use Intensity (EUI) every year.
- Consider opportunities for building automation such as automatic light shut off or HVAC reduction over periods of infrequent need such as weekends and overnight.
- Implement energy efficiency recommendations from Water Treatment Facility Master Plan.

Energy efficiency wasn't taken into consideration for North Carolina's building code until 1978. Buildings constructed prior did not include energy standards.

Estimated costs:

At City Hall alone, estimated costs for implementing energy and water efficiency recommendations were \$28,700 with \$3,800 in cost savings per year and a 0.1-5.4 year payback period. This represents one example of the energy and cost savings by upgrading existing municipal buildings. In this example, lighting upgrades were free of charge due to Duke Energy's rebate program. While a majority of the upgrades will not be free, there is oftentimes a minimal payback period when looking at the biggest energy saving upgrades. A key outlier is Water and Wastewater Treatment facilities which can have significantly higher price points and will require more funding.

Energy Efficiency Upgrade Case Studies



City Operations Center

In the first year after converting all lighting in the City's Operations Center to LED, over \$2,700 was saved in 2017.

★ After conversion

Water Treatment Plant

the City's Water & Sewer Department replaced their high-service pumps and motors with high efficiency motors at the Water Treatment Plant. Monthly power use has dropped by 8% or 377,145 kWh while water production has increased by 2.5%.

Sources:

- * U.S. Office of Energy Efficiency & Renewable Energy Building Energy Codes Program
- * 2018 Waste Reduction Partners Energy Audits
- * ICLEI USA ClearPath

Action

Establish Sustainable Building Policy



Throughout this Sustainability Strategic Plan, policy implementation will be essential to ensure our goals are efficiently met. Standard policies provide a clear understanding of what minimum requirements must be met for municipal buildings and other sustainability practices to minimize emissions.

Often called “green building design,” many features like orientation of the building, roof material, appliances and fixtures chosen, as well as other design and construction plans determine how the building will affect the environment. By making more environmentally friendly choices for our municipal buildings, we can minimize negative environmental impacts while saving money in the long term.

Currently, there is no City policy specifying minimum sustainability or green building measures that all buildings must include. Establishing and implementing a policy with these standards will provide a multitude of emission reduction and cost saving benefits.

Strategies to reach this action:

- Consult best practices from Leadership in Energy and Environmental Design (LEED) and Energy Star standards
- Policy requirements should be rigorous but not cost prohibitive with long term cost analysis planning in mind.
- Ensure policy is updated at least every 5 years to meet new technology improvements.

Estimated costs to implement:

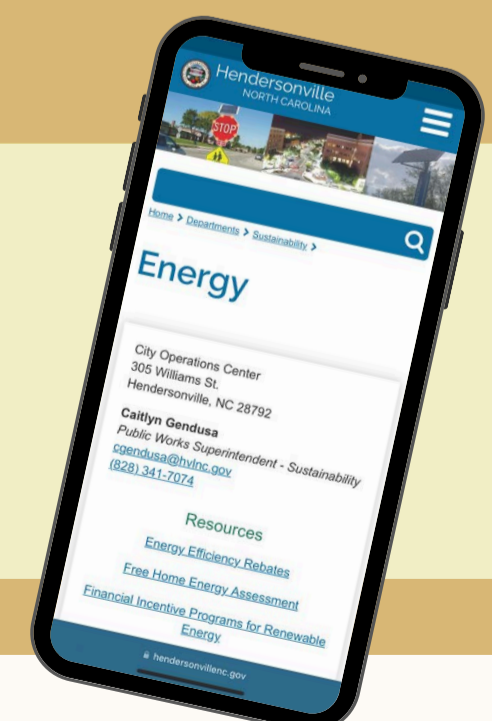
There are no direct costs. Policies should be updated at least every five years to ensure they are up to date with new technology and improvements.

Community Level

Ensuring your home is as energy efficient as feasible will bring about greenhouse gas as well as financial savings. Below are resources and tax breaks available for energy conservation:

- **Energy utility programs** such as Duke Energy's Energy Wise initiative where customers set an energy reduction goal and receive financial savings for the energy they save. Also available is a Shared Solar program where customers can subscribe to solar kilowatts for their energy.
- **Complete your own home energy audit** - Duke Energy also offers a free energy efficiency starter kit for customers. Start your own energy audit by first looking at your energy bill to see how much energy your home is consuming each month. From there, investigate ways to reduce this consumption. A few options include a smart thermostat, switching to LED bulbs, or ensuring your home has proper insulation. Take advantage of free energy incentives from your utility company and watch the savings come!

Interested in learning more? Visit www.hvlnc.gov/sustainability/energy to view more resources as well as initiatives the City has taken on sustainable energy practices.



Transportation



Overview

Transportation is the second highest emitter of GHG for the City. Changing the types of fuels as well as reducing mileage where possible will be key in reducing transportation emissions for the City. In 2021, the majority of fuel related emissions came from gasoline (56%), and diesel (42%). Remaining emissions came from low-emission fuel such as propane and compressed natural gas at a combined 2% as well as ethanol at less than 1%. To reach the City's emission reduction goals, a combination of hybrid, electric, propane, compressed natural gas, and other sustainable fuel options should be prioritized. In addition, reducing idling time will be essential through education and considering investing in idle mitigation technologies.

Increased biking and walking options are also key elements to a sustainable active transportation system for Hendersonville by reducing the number and length of drives needed. In 2018, a bicycle plan was created for the City with a pedestrian plan expecting to be finalized in 2023. Funding and implementing the plan's recommendations will be important to ensure residents, business owners, and employees are able to safely travel within the City without the need for an automobile.

Goal

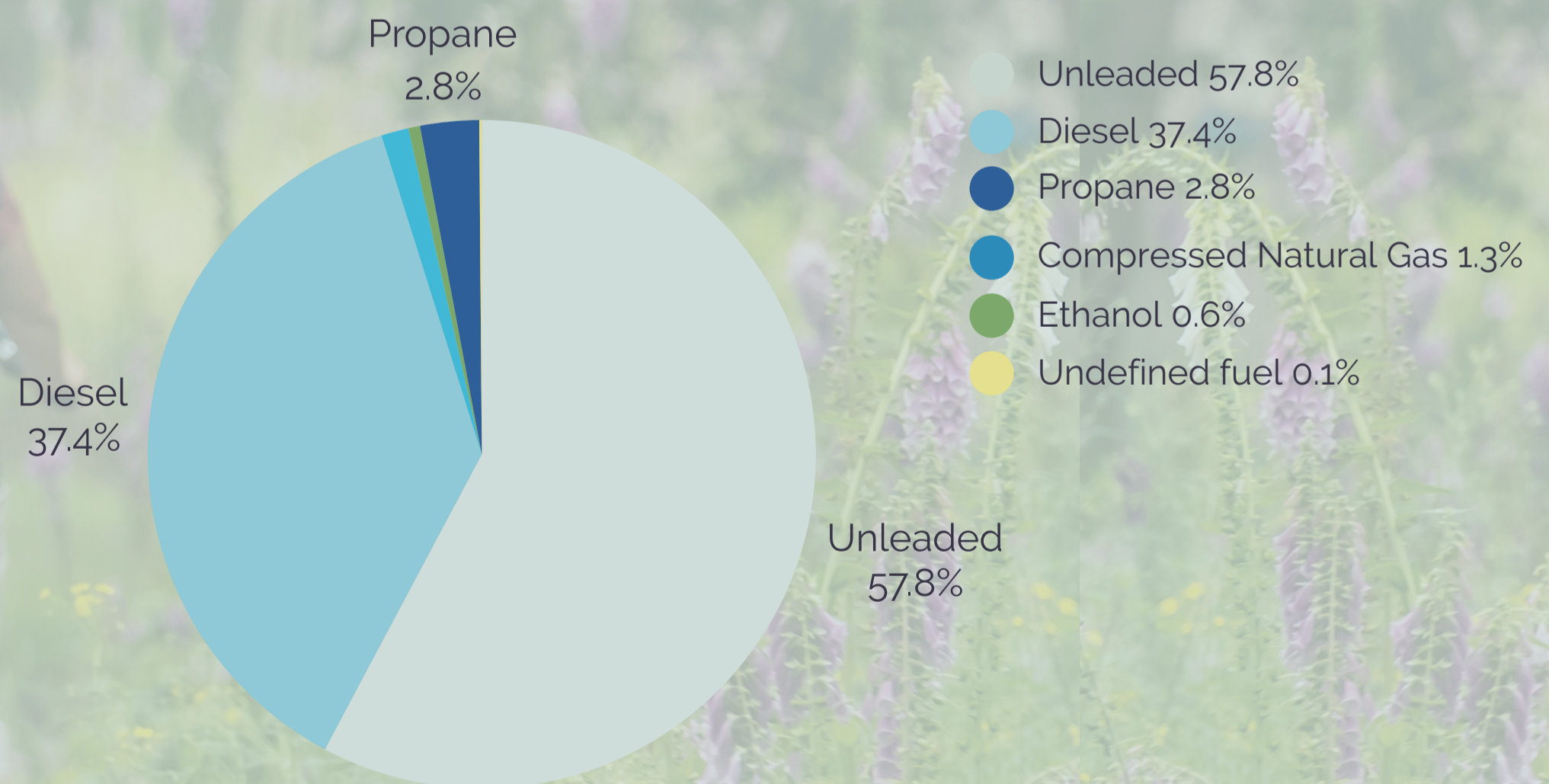
Transition to electric and low emission vehicles and fuel while ensuring there is a robust and safe walkable and bikeable city.

Actions

- Increase amount of Level 2 EV charging stations both publicly & for municipal operations
- Reduce City fleet fuel usage by 40%
- Implement alternative transportation plans

2017 Municipal Vehicle Fuel

Majority of the City's fuel consumption comes from unleaded gasoline followed by diesel. Propane fuel is used for lawnmowers and other property maintenance equipment. The 0.1% undefined fuel was not properly recorded with the fuel use



Action

Increase amount of Level 2 EV charging stations both publicly & for municipal operations



Expanding electric vehicle charging infrastructure will be key to encourage residents, business owners, and employees to purchase reliable electric vehicles. In addition, the City is able to transition more quickly to an electric fleet for municipal uses if adequate charging stations are available. The 2021 International Green Construction Code specifies that no less than 4% of parking spaces (or no less than 8% of designated employee only parking spaces) where 20 or more on-site vehicle parking spaces are provided shall be electric vehicle spaces. To the best of the City's ability, these best practices should be prioritized. Installing charging stations can be exorbitantly high in cases where the necessary conduit and electrical capacity wasn't included in the initial parking plans. Thus, at a minimum, all new municipal parking lots should be required to include conduit and electrical capacity for installing electric vehicle charging stations in the future.

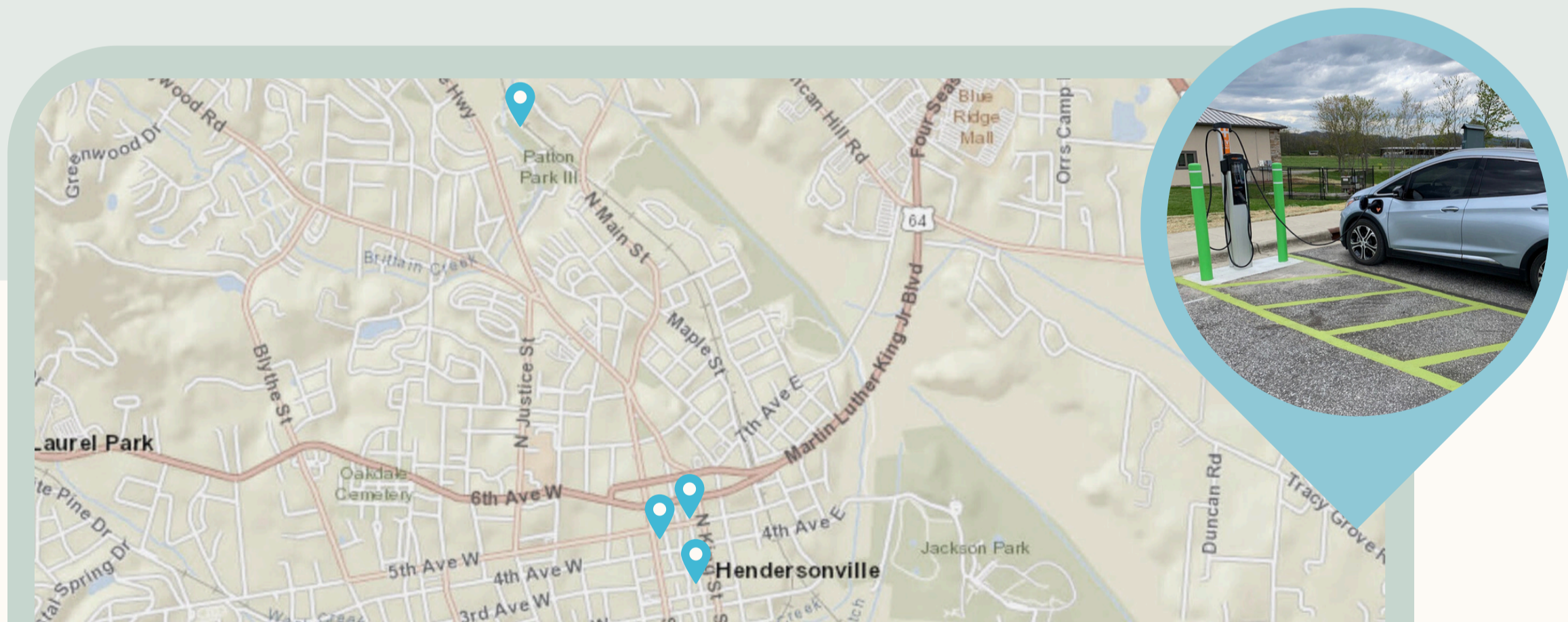
Strategies to reach this action:

- Consider creating a standard policy for all new and renovated municipal parking areas for including conduit and electrical capacity for electric vehicle charging stations
- Prioritize municipal charging stations for departments that have the greatest reliance on fuel to ease the transition to electric vehicles
- Improve radius of publicly assessable charging stations to offer a greater range for drivers

Estimated costs to implement:

As of 2022, the estimated cost for an electric vehicle charging station, warranty, and networking services is \$12,000-\$15,600 for a level 2 dual port system. Chargers for municipal operations are estimated at \$5,000/charger.

Note this estimate does not include the potential additional cost if stations are being installed where the necessary conduit and electrical capacity wasn't included in the initial parking lot construction.



Current City Operated Level 2 Electric Vehicle Charging Stations

- Parking Deck - 2 spaces available
- Azalea Lot - 1 space available
- Dogwood Lot - 2 spaces available
- Patton Park Duke Energy - 2 spaces available

Sources:

* International Green Construction Code

* Level 2 dual port electric vehicle charging station quotes from JF Petroleum Group, Blink, and State Contracts

Note: A level 2 charging station charges an electric car 5 to 7 times faster or up to 3 times faster for a plug-in hybrid compared to a level 1 charger.

Action

Transition to low emission vehicles & reduce fuel use



Transitioning the City's fleet to more sustainable vehicle options such as hybrid, propane, and/or electric provide a cost-effective way to reduce or eliminate transportation related emissions like carbon monoxide, carbon dioxide, and nitrogen oxide as well as non-regulated emissions including aromatic hydrocarbons, benzene, and sulfur dioxide.

When looking at the transition of City fleet to zero or low emission fuels, some departments aren't able to utilize electric options such as portion of our Police Department which has roughly 75% of vehicles as take-home options. Other City vehicles, such as our Water & Sewer Department require long distance routes that may not be viable due to the limited range of an electric vehicle. Propane or hybrid vehicles provide more reassurance for longer range vehicles.

Propane

Propane also releases 60-70% fewer smog hydrocarbons than gasoline. The cost of propane is also lower than gasoline and is produced domestically, reducing gasoline price fluctuations resulting from overseas production. Traditional gasoline or diesel vehicles can be converted to propane while still keeping the ability to run on gasoline in emergency situations.

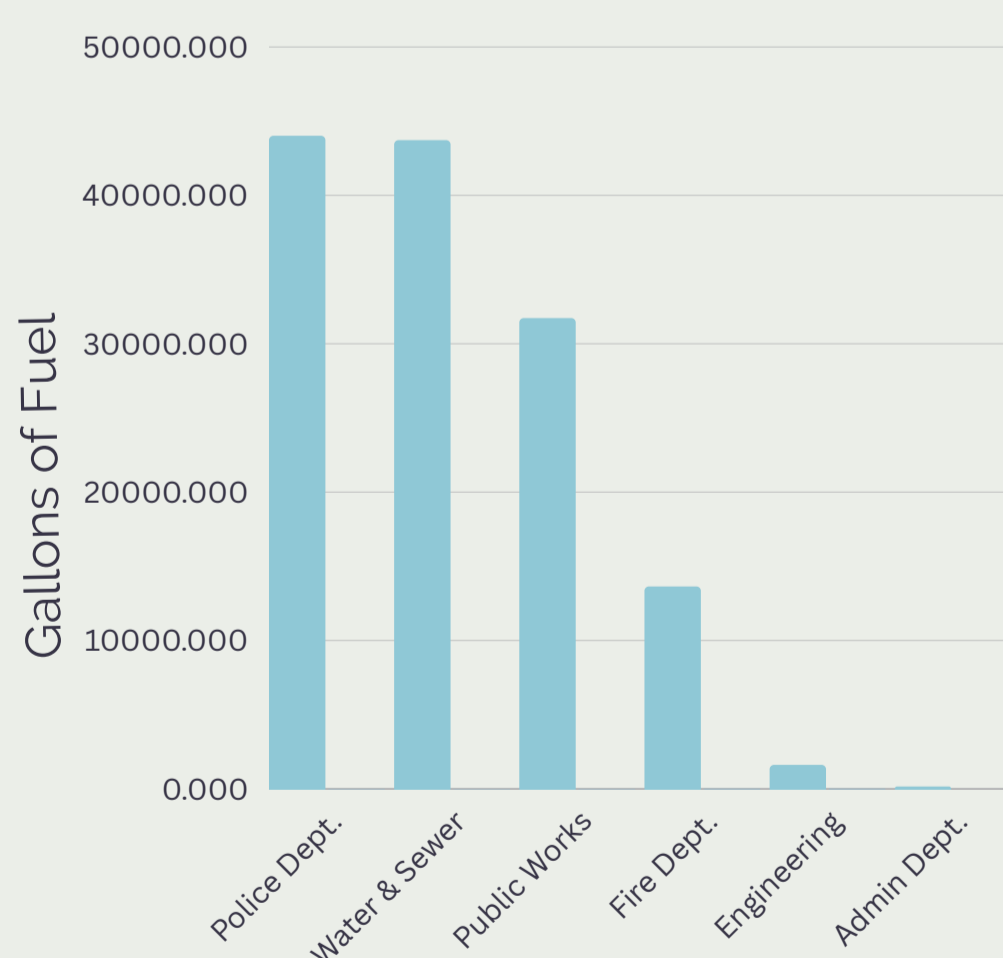
Hybrid

Hybrid vehicles emit less greenhouse gases and cost less to run than gasoline vehicles in the long-run. These vehicles also recharge while braking and through the motor, so there is no need to plug in to gain a charge. Hybrids are able to fill up on gasoline while running on battery power. Idling is another aspect of municipal fleet that contributes to vehicle emissions that can be greatly reduced by hybrid vehicles as battery power is used instead of gasoline when the vehicle is turned on.

Electric

Electric vehicles while more expensive initially result in significant cost savings over the lifetime of the vehicle. Many municipal vehicles are easily able to transition to electric with the prioritization on vehicles that have a shorter repeating route and primarily those that don't require a significant load such as the City's administrative staff.

Municipal Fuel Consumption by Department



Sources:

- * ICLEI ClearPath
- * Southwest Research Institute
- * U.S. Department of Energy Alternative Fuels Data Center

Fuel is required to ensure the City provides reliable and safe services to our residents and business owners. Some departments naturally will use more fuel than others such as our Police Department and Water & Sewer Department. Prioritizing these departments for alternative fuel and low-emission vehicles while ensuring reliability and safety is an important step in a more sustainable transportation system for the City.

To convert fuel to low emission sources, there are a few options to consider. As of 2019, the Police Department and Water & Sewer Department each absorb roughly 30% of the total fuel municipal fuel consumption. In addition, all City divisions should consider transitioning to hybrid or electric vehicles where possible to ensure progress is made towards reaching this goal.

By transitioning 15% of Police Department fuel to electricity and accounting for a 50% fuel reduction on the remaining 85% from hybrid vehicles, this would amount to 222 MT CO₂e reduced. Coupled with converting all Water & Sewer vehicles to propane, 50 MT CO₂e will be reduced. This amounts to a total of 272 MT CO₂e reduction. Further reduction is feasible dependent on the adoption of electric vehicles and availability of renewable propane.

Strategies to reach this action:

- Assess municipal fleet to gauge which vehicles are the best candidate for hybrid, propane, or electric conversion/replacement while prioritizing those vehicles that utilize the most fuel/year.
- Partner with businesses that offer a pilot propane conversion trial to ensure success once implemented; complete cost analysis of cost savings for hybrids.
- Investigate technologies available to increase efficiency and fuel savings for existing vehicles with long idle times such as idle mitigation systems.
- Promote and provide increased education to staff on existing idling policy.
- Implement a sustainable fleet procurement policy for vehicle purchasing and a long term fleet replacement program. Consider resources like the Electrification Coalition Toolkit specifically designed for cities as reference.
- Consider an electric vehicle pilot program for other departments to test.
- Pursue grant funding such as Diesel Emissions Reduction Act (DERA) Funding for replacing diesel vehicles.
- Consider starting with transitioning administrative vehicles to electric. This would amount to 6% of Police Department administrative fuel use for example.

What are other municipalities doing?

Waynesville, NC

Waynesville converted 31 police and public works vehicles to run on propane. One issue found is ensuring drivers fill up on propane and not gasoline since the vehicle has a dual-fuel system. This can be addressed by setting gasoline fueling limits for staff and on refueling cards.

Boone, NC

The town recently purchased its first electric bus and has multiple electric vehicles used for admin and parking services.

Cary, NC

The town has a mix of hybrid and electric fleet including an electric garbage truck which gets four miles a gallon, twice that of normal trucks.



Weaverville, NC

Nearly all of the town's Police Department fleet is hybrid or electric.

Travelers Rest, SC

The city recently started a pilot program for electric patrol vehicles. Officers have reported the vehicles run faster and have spent zero dollars in maintenance costs in the first year with an estimated 4-5 years ROI.

Raleigh, NC

Raleigh has converted all their police vehicles to hybrid or propane and recent started a renewable propane program.

Wilmington, NC

The city's council adopted a goal that by 2050, their fleet will be entirely made up of electric vehicles.

Sources:

* Blossman Autogas

* City of Hendersonville Vehicle Use Policy

Hendersonville Propane Conversion

Initially as a way to save money for other projects, the City's Property Maintenance Department converted 12 lawnmowers from gasoline to propane back in 2020.



Estimated costs to implement:

Propane:

The estimated cost of converting a vehicle to propane is \$6,300 with an estimated return on investment of 2.5-4 years. Greatest financial savings are from using vehicles with higher miles driven each year and lower mpg's.

Hybrid:

The estimated cost of a hybrid vehicle is roughly \$5,000 more per vehicle than what is currently used. There is an average \$0.12/mile in cost savings by driving a hybrid.

When the City's Police Department replaced a patrol vehicle with a hybrid, gasoline use dropped by 50%.

Electric:

Electric vehicles cost an average of \$12,000 more than gasoline vehicles. While the initial cost of electric vehicles is more expensive, there is an average \$0.14/mile difference in cost savings as well as lower maintenance costs since oil changes, valve adjustments, belt replacements, and other costs aren't needed with a non-gasoline fueled vehicle. Ensuring adequate charging stations is also a necessity for this transition.

Large scale electric vehicle replacements for diesel vehicles such as firetrucks, garbage trucks and other similar vehicles cost an estimated \$500,000 more than non-diesel vehicles. However, federal funding is available for 80% of the total cost.

Community Level

Consider purchasing an electric or hybrid vehicle next time you are in the market for a car. While initially more expensive, both provide significant long-term cost savings. Tax credits are also available to offset the initial cost. Many travels around Hendersonville can also be done with a bicycle which is the most environmentally friendly transportation option to choose, in addition to walking. Construction for the Ecusta Trail will also bring about extended multi-modal transportation options to visit Hendersonville all the way to Brevard.

City Council Member Spotlight

Hendersonville's own Mayor, Barbara Volk, owns a Chevrolet Volt plug-in hybrid, one of the first hybrid cars available. Mayor Volk says most of her driving is on battery power, which emits zero pollutants - I'm pleased that I can do at least a little toward making our mountain air easier to breathe."



Sources:

- * U.S. Department of Energy [Alternative Fuels Data Center](#)
- * [Alliance Auto Gas](#)
- * U.S. Department of Energy: [Clean Cities Alternative Fuel Price Report](#)

Waste Management



Overview

Waste management includes the prevention of waste to reduce the resources and associated emissions from disposing. When this waste is taken to a landfill, methane is released, a gas that is ten times more damaging than carbon dioxide. Waste also negatively impacts our creeks and streams resulting in build up of trash that alters water flow and migratory patterns for fish and aquatic life.

Waste conversion is an important strategy for managing the City's waste by looking at ways to turn what would have otherwise been destined for a landfill into a usable product such as composting, recycling, mulch, and even fertilizer.

Hendersonville is fortunate to have a robust recycling, trash, and yard debris pick up service. All City waste is taken to Henderson County's transfer station which offers hard to recycle and composting drop off services in addition to trash and recycling. There are more opportunities available for the City to increase services offered to our residents along with a need for increased recycling and plastic reduction.

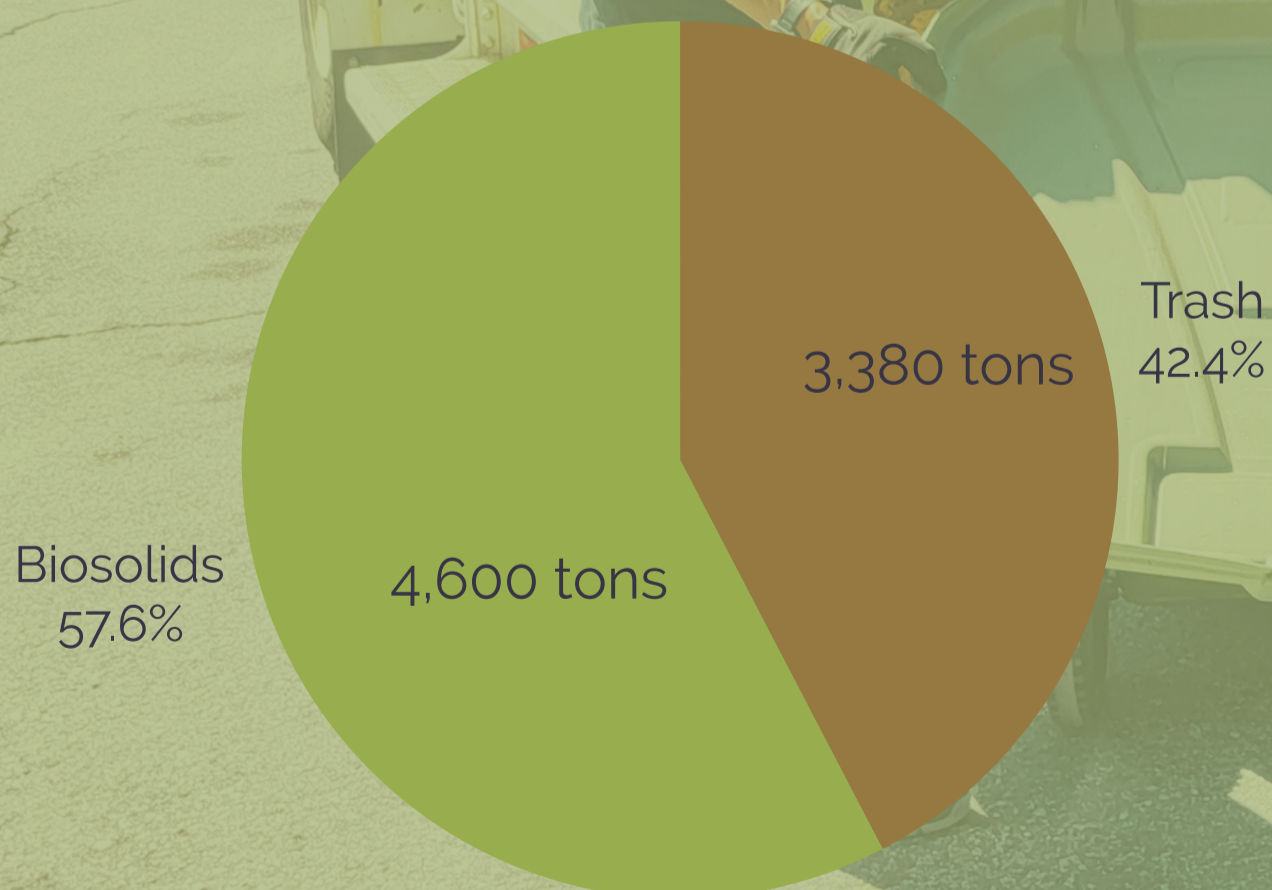
Goal

Reduce the amount of solid waste sent to the landfill through recycling, composting, and other waste reduction efforts

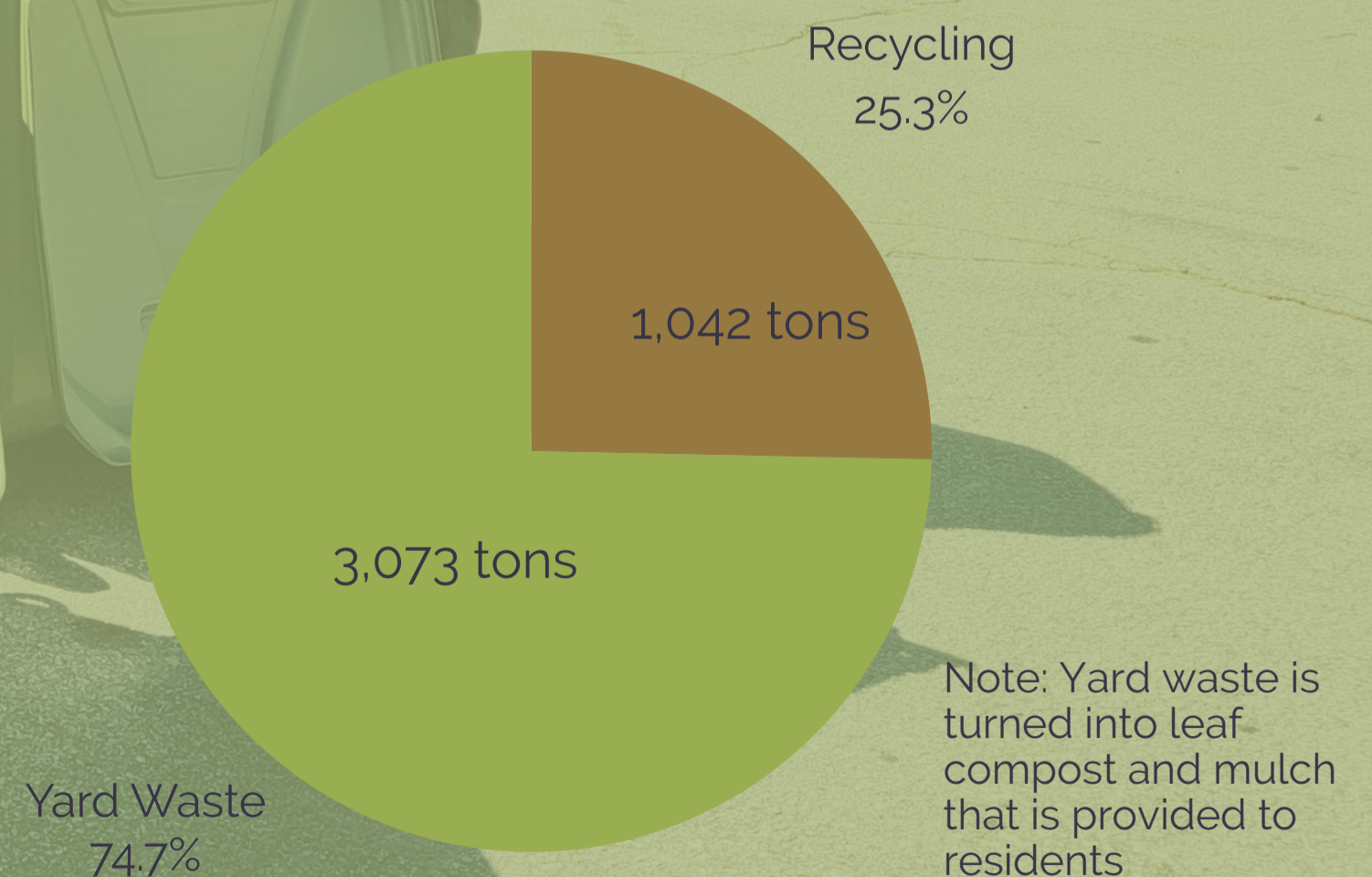
Actions

- Decrease City-wide Solid Waste by 15%
- Establish City compost initiatives
- Reduce biosolids landfill waste by 67%

2019 Landfill Consumption



2019 Recycling & Yard Waste



Action

Decrease City-wide Solid Waste by 15%



The primary principal of waste management is first reducing the amount of municipal solid waste sent to a landfill. Solid waste requires transportation related fuel costs and emissions as trash is transported from Henderson County's Transfer Station to two landfills in SC. In addition, methane is released by food waste since this material is in an anaerobic environment not containing oxygen to properly decompose.

The City is fortunate to have a robust recycling, trash, and brush curbside pick-up program in part through Henderson County's Transfer Station which accepts what many municipalities do not. As a community, we must assess the waste we produce and seek opportunities to reduce our trash footprint through reducing, switching to reusable options instead of single-use.

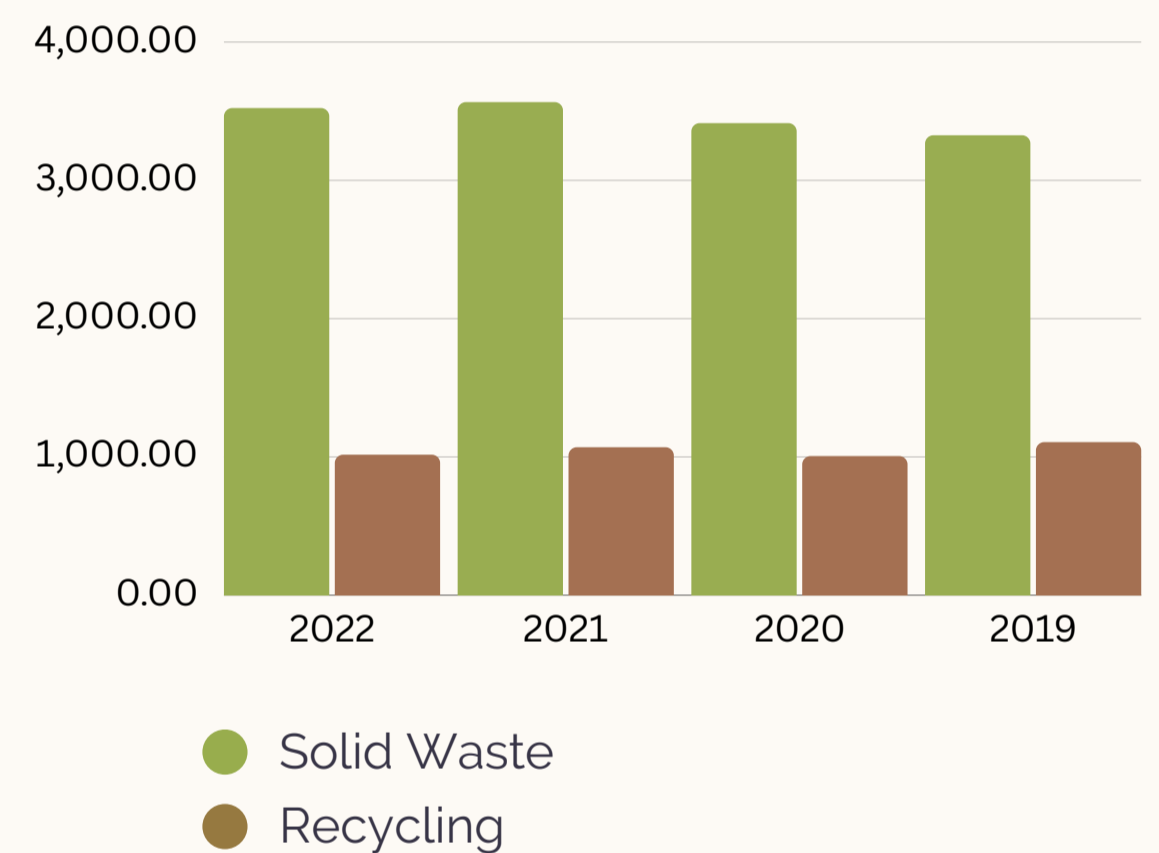
Strategies to reach this action:

- Coordinate with Henderson County to ensure the existing recycling and disposal services are maintained or improved with the City's efforts and goals in alignment with Henderson County's Solid Waste Management Plan.
- Create an internal policy for single-use plastic, waste reduction, and purchasing for municipal City operations and events
- Increase educational resources and programs for residents and business owners on waste reduction

Estimated costs to implement:

In 2021, 3,380 tons of solid waste was taken to Henderson County's Transfer Station. Using the current rate of \$63/ton and goal of decreasing total solid waste by 15%, this would amount to \$31,941/year in savings.

Tons of Trash & Recycling Produced Per year

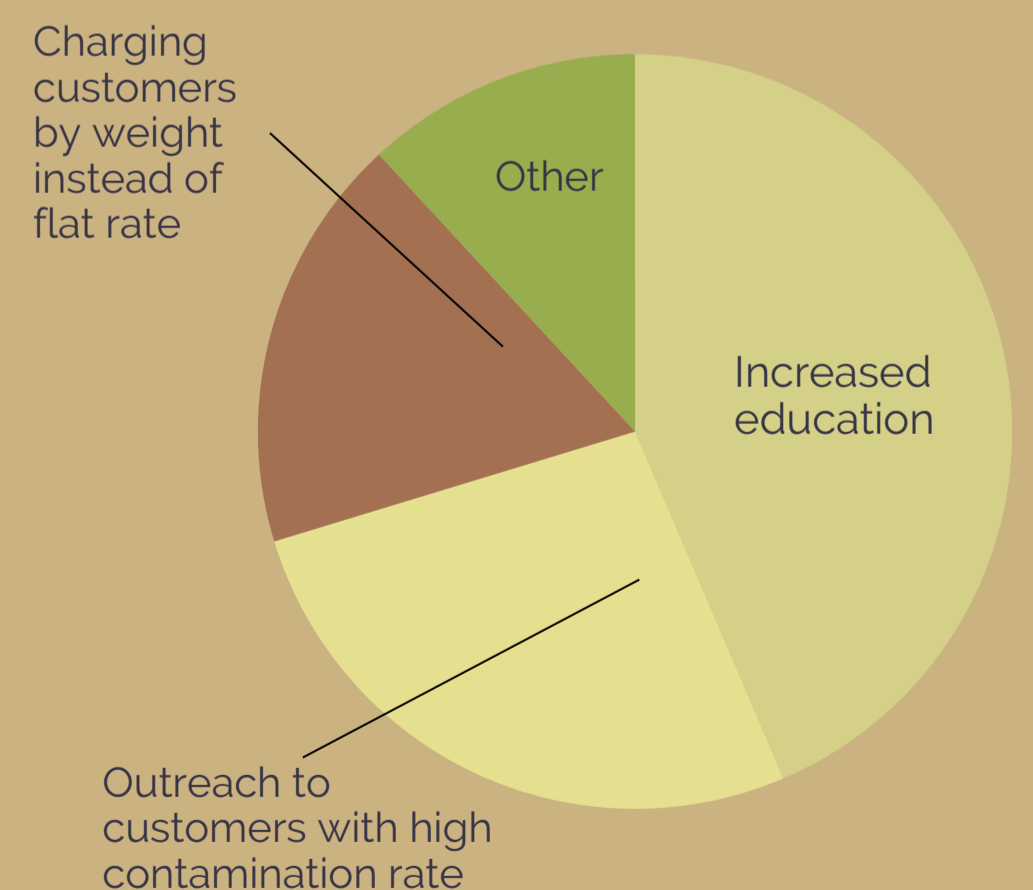


Community Level

Community engagement is essential in the City's waste reduction goal. This not only contributes to a cleaner environmental but also is a more responsible use of City funds. Below are a few ways to reduce waste in your own home:

- Review the City's Environmental Services Guide to see what is and isn't acceptable for trash and recycling
- Opt for reusable products instead of disposable where possible
- Compost your foodwaste. There are many options for homeowners as well as renters. Henderson County also has a discounted compost bin program for County and City residents.

Survey Result: What would be most effective at reducing landfill waste?



Sources:

* U.S. Census Bureau, American Community Survey (ACS)
 Environment America Research & Policy Center: Trash in America

Action

Establish City compost initiatives



Food waste is the single greatest contributor to landfill waste which emits methane, a greenhouse gas more than 25 times as potent as carbon dioxide. An estimated 24% of landfill waste is food waste. Moreover, an estimated 25% of food is thrown away before it ever reaches our mouths.

Composting provides a low cost and value adding way to reduce landfill waste. Food scraps or "green" items and "brown" items such as dry leaves, newspaper, and plant clippings are mixed in a roughly 1 to 1 ratio to create compost. Once these materials break down, compost can be used as a soil amendment while reducing food waste and yard debris picked up by the City's Environmental Services Division. Various municipalities have different compost programs for their own operations and for residents and businesses. Low cost and accessible options for Hendersonville are incentivizing at-home compost bins and designated compost drop off locations.

Strategies to reach this action:

At-home compost bins

- Collaborate with Henderson County's compost program to strategize ways to increase at-home compost bins for City residents.
- Reduce perceived barrier of entry by providing educational opportunities to residents.

Compost drop-off locations

- Partner with existing community locations such as the Brooklyn Community Garden and other City parks and greenspaces to install compost drop-off locations while encouraging more visitors to enjoy City amenities.
- Prioritize low maintenance composting systems, such as the one shown on this page that do not require an external provider to transfer the food waste to a secondary location for processing. Partners should be defined to ensure maintenance and success of program.
- Minor introductory training should be available for community members who opt into the free program to ensure compost isn't contaminated while providing an educational opportunity for residents and businesses to reduce their food waste.

Estimated costs to implement:

Wholesale at-home compost bins are approximately \$55 each. Most municipalities with a similar program have residents pay half the cost of the bin. Bins are also offered during certain times of the year to maximize savings by buying in bulk at one time.

Compost drop-off locations would require a highly efficient low maintenance composter with a covered structure. Estimate cost for a composter is \$350-\$500 not including the cost of a covered structure for bins and signage.

Sources:

* U.S. Food & Drug Administration Food Loss & Waste

* U.S. Environmental Protection Agency

Survey Results: Top actions for increasing composting participation

- Increased education on how to compost
- 80% interested in composting drop-off locations
- 67% interested in free or discounted compost bins specifically for City residents

What are other nearby municipalities doing?

Compost drop-off locations

in partnership with Buncombe County, the City of Asheville offers a free food scrap drop-off program. In the first year, 51 tons of food waste were collected. Similarly, Durham has started a food waste collection pilot program for curbside pickup.

At-home compost bins

Greensboro, Cary, Wake County, and Henderson County all offer subsidized compost bins to residents.

Action

Reduce Biosolids landfill waste by 67%



1 Biosolids are treated & processed at Wastewater Treatment Facility

Currently, the City's Water & Sewer Department dewater biosolids produced at Hendersonville's Wastewater Treatment Plant to 18% solids, or on average 82% water. This material is then transported to Haywood County to a privately owned and maintained landfill at \$104/ton. We also dewater our Water Treatment Facility residuals and transport them to the Wastewater Treatment Facility with the same final destination. Over the past couple of years, the cost to do this has almost doubled in cost for both treatment facilities.

With the new biosolids thermal drying system, we will have the ability to increase the solids content from ~18% to ~85-90% thus reducing the amount of water that we are paying to landfill. The second part of this project is to generate a much more sustainable final product that no longer needs to go to a landfill but can instead be used as a soil amendment in both residential and commercial applications. This project is slated to begin engineering design and permitting in FY2024 with construction beginning some time in FY2025 at a cost of ~\$12,500,000.



2 Biosolids are then dewatered to approximately 18% solids & 82% water

Strategies to reach this action:

In 2025, our Water & Sewer Department will begin construction installing a Biosolids Thermal Drying System at the City's Waste Water Treatment Facility.

Currently, the City pays to take this waste to a landfill. The new thermal drying system will reduce the amount of biosolid weight by about 67%, reducing the amount needed to be taken to a landfill. The ultimate goal is to have zero biosolids transported to a landfill.



Estimated costs to implement:

This project is slated to begin engineering design and permitting in fiscal year 2024 with construction beginning in fiscal year 2025 at a cost of around \$12,500,000 from City funds.

3 Lastly, biosolids are transferred to Haywood County landfill

3,263 total gallons of diesel fuel/year
4,600 tons of landfill waste in 2021



View of wastewater treatment plant

Land Management



Overview

A resilient natural environment is critical to our community's quality of life. We rely on scenic openspace for recreation and enjoyment. Our tree canopy provides shade and habitat for wildlife as well as reducing CO2 emissions. Hendersonville has long been an advocate for integrating sustainable land management practices into the City such as becoming a Bee City USA member, Caregivers of Mother Earth City, and a Tree City. However, more work is needed to ensure we are proactively preserving and enhancing pollinator biodiversity, maintaining and expanding our tree canopy, and being stewards of our natural environment.

Goal

Increase and enhance Hendersonville's green spaces while improving tree canopy cover, protecting biodiversity, promoting outdoor recreation, and improving the overall health and character of our City.

Actions

- Increase tree canopy on City property to 50%
- Maintain and expand Citywide tree canopy
- Build on existing efforts to reduce pesticide & herbicide use
- Enhance & restore City-owned natural areas and parks

Community Level

In addition to getting involved in the City's current Bee City USA, Caregivers of Mother Earth, and Mayor's Monarch Pledge commitments, community gardens play an important role in bringing residents and visitors together to not only improve the natural environment around us but by fostering connections and quality of life benefits. The first community garden in Hendersonville was started by a few dedicated residents who came together with City Council support to designate City-owned property for the Brooklyn Community Garden, located in the historic 7th Avenue District. This exemplifies the key role community members play in creating more public spaces where discovery and healthy eating can bring a community together.



Note: To learn more about Hendersonville's commitment to being a Bee City USA, Caregivers of Mother Earth, and Tree City member, please visit hendersonvillenc.gov/sustainability/land-management

Actions

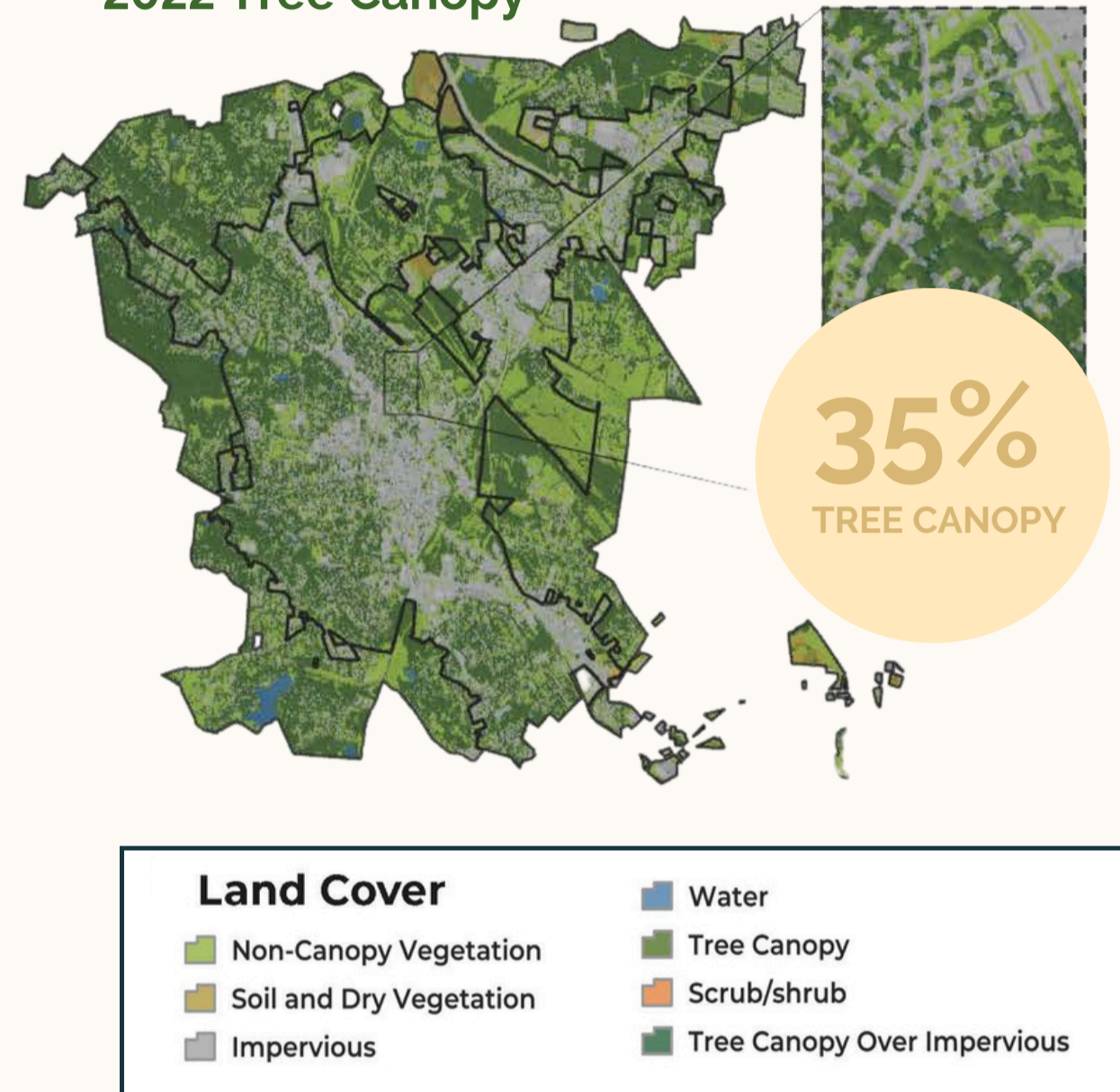
Increase tree canopy on City owned property to 50% & maintain Citywide tree canopy



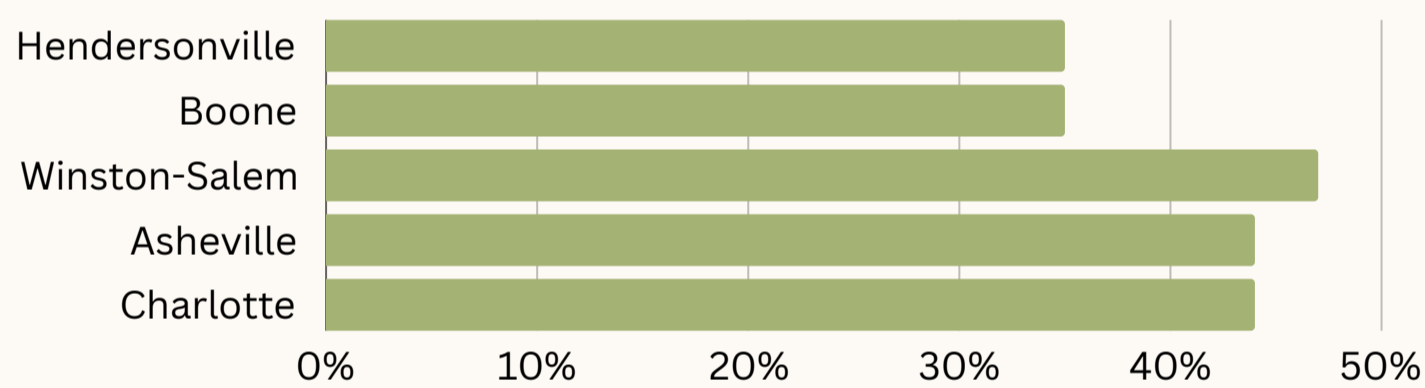
Hendersonville's tree canopy has long been a priority and an integral attribute of our community character since the City became a Tree City member in 1991. Furthermore, the City Council recognizes the need to protect tree canopy as stated in Resolution R-21-53 as a core value and belief related to sustainability. While the City's tree canopy coverage dropped a mere 2% from 2014 to 2022, Hendersonville has a relatively low tree canopy percentage compared to other municipalities in North Carolina. Trees provide numerous ecosystem and community benefits including providing shade, decreased crime, erosion prevention and air purification. In just one year, a mature tree will absorb more than 48 pounds of carbon dioxide from the atmosphere and release oxygen in exchange.

A major driver of loss in forest canopy is due to development. While Hendersonville is certainly not opposed to development, there needs to be smart growth that encourages developers to integrate trees and other natural vegetation into the planning of the development. Furthermore, residents play a vital role in increasing our tree canopy since 35% of land conducive for tree planting is located on residential properties. To properly manage our natural environment and keep our tree centric community character intact, a collaborative approach with developers, residents, and businesses is essential.

2022 Tree Canopy



Tree canopy percentages of other municipalities:



Out of 79 North Carolina cities and towns, 22 have completed tree canopy surveys. Of that number, 41% had canopies 50% or more while 36% had canopies 41-49%. Only 23% had canopies 40% or less.

Trees provide significant quality of life benefits including:

- Reduction in cooling electric costs
- Provides shade which can increase the amount of time community members spend in City greenspace & parks as well as encouraging walking and biking
- Absorbs CO2 out of the atmosphere
- Studies have even shown trees in a neighborhood lead to lower crime rates.

Estimated costs to implement:

Approximately \$171-\$351/acre for medium to high caliper trees.

Sources:
 Arbor Day Foundation
 City of Hendersonville 2023 Tree Canopy Cover Assessment
 U.S. Forest Service

Strategies to reach this action:

- Consider expanding Tree Board's responsibilities as a key partner in ensuring success of tree canopy improvement.
- Ensure success of Tree Canopy Ordinance.
- Prioritize planting of larger caliper trees that provide a greater shade and carbon capturing potential
- Consider annual City goal of tree planting/year
- Strategize areas on City parks and other City-owned greenspace for tree planting.
- Promote and consider increased funding for the Tree Board's Neighborwoods program with prioritization of plantings in low-income and minority neighborhoods as well as areas deemed "nature deficient" in 2023 Tree Canopy Cover Assessment.

78% Of survey respondents think tree canopy is important

Action

Build on existing efforts to reduce pesticide & herbicide use

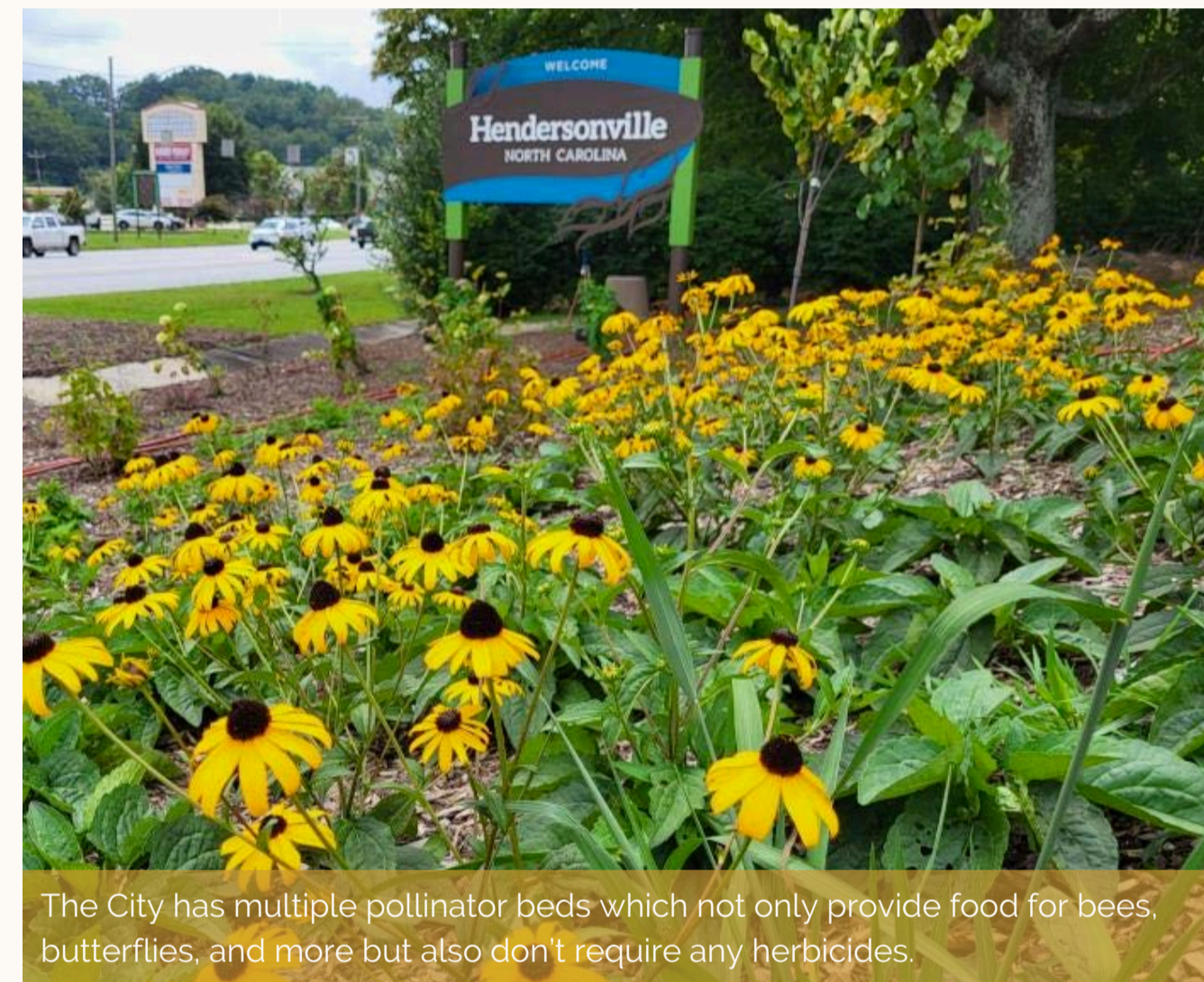


Pest and weed management is essential for maintaining Hendersonville's landscaping. By controlling weeds and other noxious species, invasive plants and safety risks can be reduced while ensuring trails are well marked and are accessed safely. Apart from essential uses, spraying synthetic pesticides and herbicides are often used as a first resort without considering the larger picture of an integrative approach to pest and weed management.

Currently, the City has an integrated pest management plan which includes promoting tree health by proper pruning, soil & nutrient management, pest management, and routine monitoring. In addition, the City's Public Works Department routinely removes and treats invasive species and promotes the use of native species where feasible. No invasive species are ever planted. Pesticides are not used within pollinator habitat areas. By building on these existing efforts while seeking opportunities to decrease chemically and maintenance intensive laws in our parks, we can protect biodiversity and ensuring the City maintains a reputation of attractive and well-maintained landscaping.

Strategies to reach this action:

- Design City public landscaping that requires less maintenance, water and pesticides such as using drought tolerant species or native plants
- Design City landscaping that eliminate the need for synthetic pesticides such as low maintenance pollinator meadows or rain gardens for example
- Regularly evaluate alternative products to be used instead of synthetic pesticides such as neem oil or diatomaceous earth.
- Increase training opportunities for Property Maintenance staff such as N.C. State Extension's Organic Lawn Care: A Guide to Organic Lawn Maintenance and Pest Management for North Carolina
- Update and facilitate training to staff on integrated pest management plan.

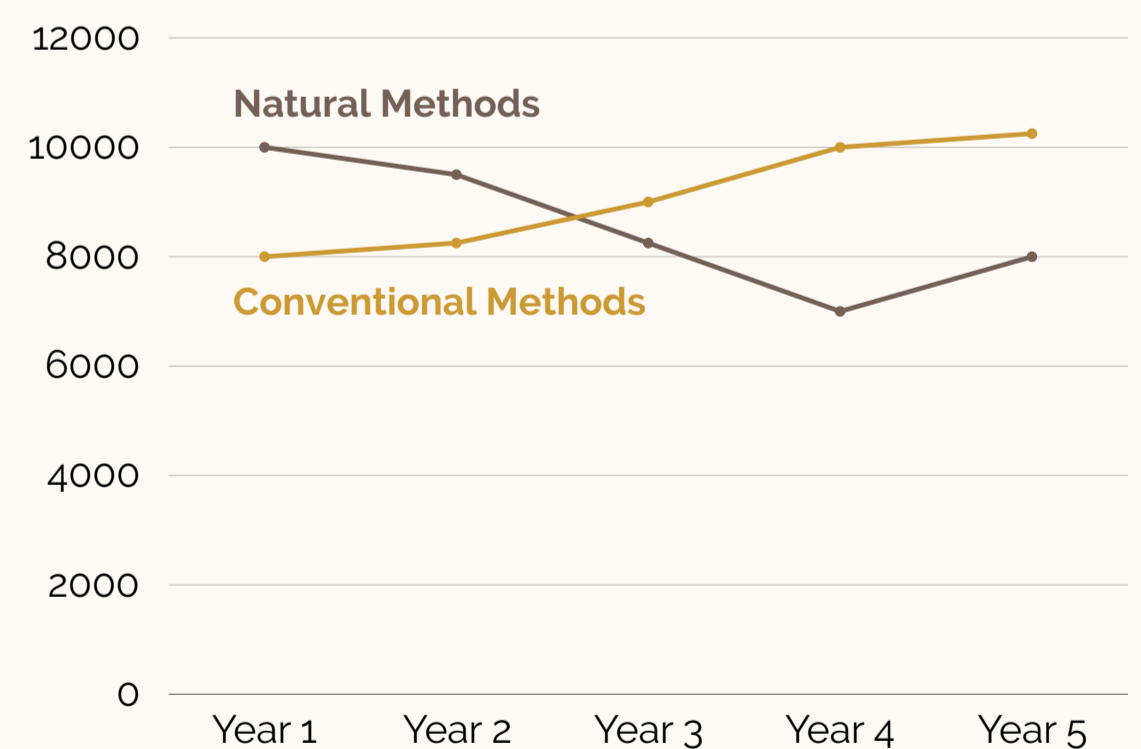


The City has multiple pollinator beds which not only provide food for bees, butterflies, and more but also don't require any herbicides.

Estimated costs to implement:

Reports from Harvard University, non-profit organization, Grassroots Environmental Education, and Connecticut's Department of Energy and Environmental Protection all found that initial costs of an organic approach was more expensive. However, once the program is established, costs are expected to decrease or stay the same as the previous chemical-based program. Examples of initial costs include training, purchasing equipment, and improving soil health. Once established, landscape maintenance will require less water and fertilizers as well as other maintenance costs.

Grassroots Environmental Education found that an organic turf management approach results in savings greater than 25% over chemical management, shown in the figure to the right.



A Comparison of Costs for Conventional and Natural Turf Programs Over A Five-Year Period
Grassroots Environmental Education

Sources:

Osborne, Charles and Wood, Doug. 2010. A cost comparison of Conventional (Chemical) Turf Management and Natural (Organic) Turf Management for School Athletic Fields.
Harvard Facilities Operations Maintenance. 2009. Harvard Yard Soils Restoration Project—Summary Report.

Connecticut Department of Energy and Environmental Protection. 2019. Organic Lawn Care: Your neighbors will "go green" with envy!

Action

Enhance & restore City-owned natural areas and parks



Hendersonville's parks and open spaces are increasingly more important as population and development increases. The quality of our natural environment as well as maximizing the quality of life benefits our parks and open space brings is an opportunity for engaging more residents and community members to enjoy green spaces and recreation. Many quality of life benefits and amenities can be found by enhancing our existing greenspaces to include edible landscaping, land restoration & invasive species removal, and community gardening, among others.

Strategies to reach this action:

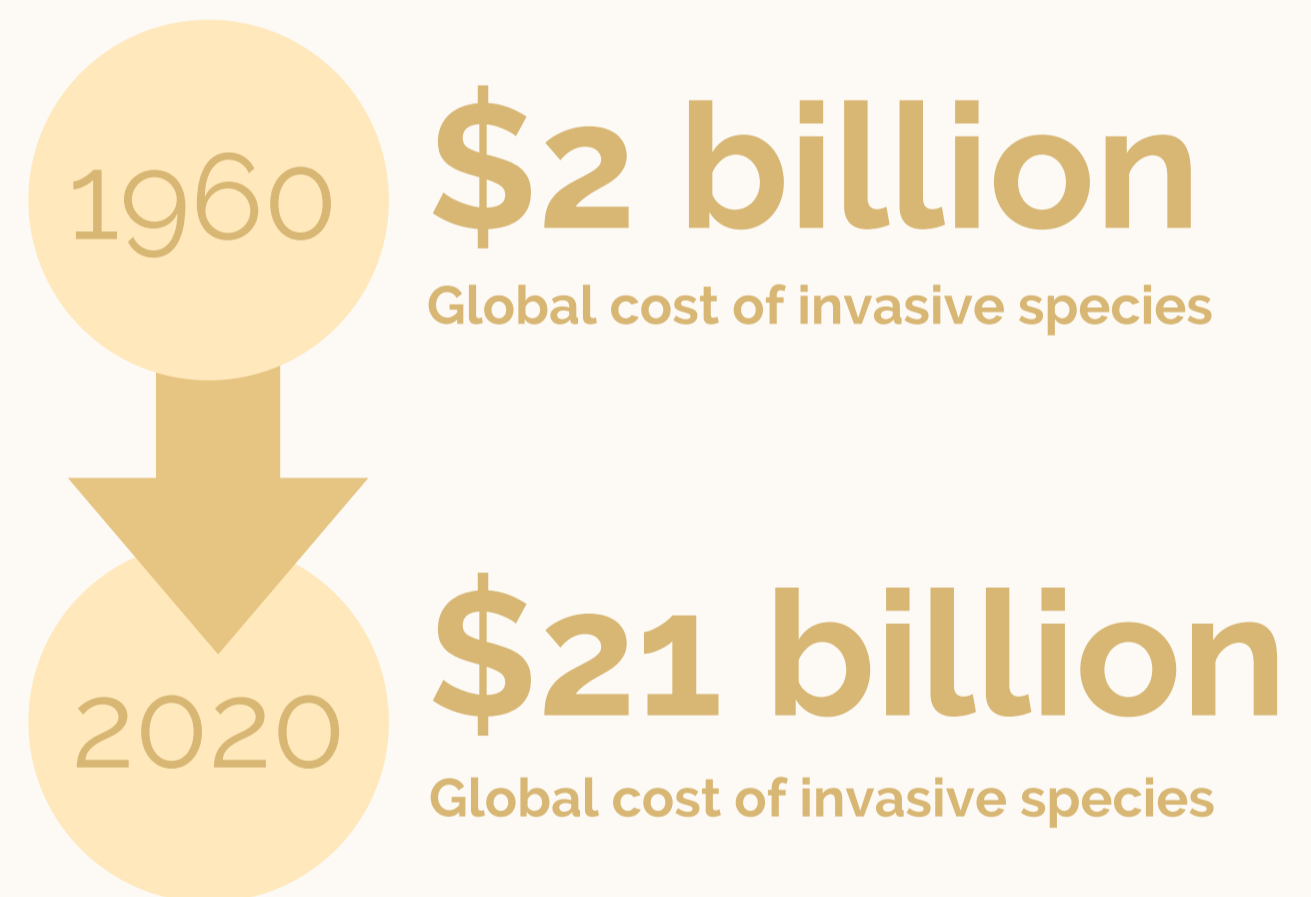
Land restoration

- Partner with land conservation organizations such as Conserving Carolina to identify areas of invasive species and degraded land and restore City property and parks.
- Increase participation in City's Adopt-a-Trail/Park program for maintaining pollinator beds and reducing spread of invasive plants.
- Consider increased funding for invasive species removal on City-owned land.
- Consider serving as a host for an AmeriCorps Project Conserve volunteer to expand invasive species removal efforts.

Estimated costs to implement:

A study in the journal Science of the Total Environment found that in the 1960s, annual costs of managing invasive species were \$2 billion. By 2010 to 2020, these costs were \$21.08 billion per year.

While costs are difficult to decipher from the complexity of the issue, staff time is expected to increase initially. However, as most are aware, invasive species can quickly spread resulting in an even bigger area of damage in the long run to manage.



72%

Of survey respondents believe we should have more pollinator & native landscaping on City property



Large patch of Kudzu, a non-native invasive species by Sullivan Park's new bird sanctuary.

Community landscaping

Community landscaping is a method of designing parks and greenspaces that meet the needs of community members while enhancing community benefits. This can include edible landscaping and community gardens as well as adding picnic tables, and benches, among others. These quality of life strategies bring amount multiple co-benefits such as providing food for low income and other disadvantaged communities from edible landscaping. Meanwhile, community gardening provides an avenue for collaboration of multiple ages to learn where food comes from and the importance of a local food system. Benches, tables, and other amenities encourage community members to stay for longer durations at City parks. Strategies for community landscaping include:

- Seek opportunities for including community gardens in existing and new City parks. Henderson County's widely successful Bountiful Harvest Community Garden has a waitlist each year of members wanting to join a community garden which highlights the need for this initiative.
- Seek opportunities to connect City community to natural resources
- Partner with the Tree Board to plant edible fruit trees on City parks, greenspaces, and especially in low-income communities while securing dedicated staff and community volunteers for maintenance.
- Increase public input on parks and greenspace planning to better understand community needs.

Estimated costs to implement:

\$40/tree

\$25,000/community garden

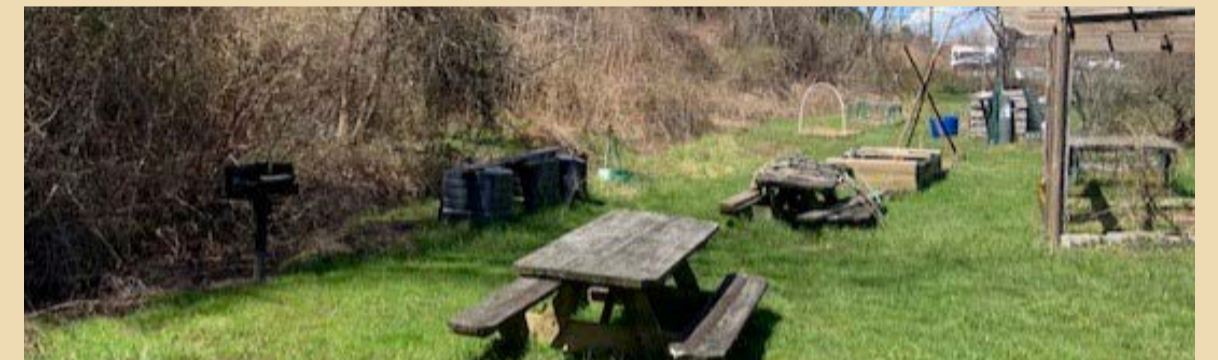
\$1,500/bench or picnic table

NOTE: 48% of survey participants would rent a garden plot for \$10-\$40/year.

While costs range, grant funding is typically more common for community level projects, especially those that include strengthening underserved communities.

Spotlight on Current Success

Located adjacent to Sullivan Park in the historic 7th Avenue district, this community garden was started in 2011 with a partnership between the City of Hendersonville and a few dedicated community members to use City land for a community garden in the Green Meadows community. Upcoming improvements include an expansion, blueberry and bee houses, pollinator plantings, and picnic tables, among others.



View of current project area prior to updates.

What are other municipalities doing?

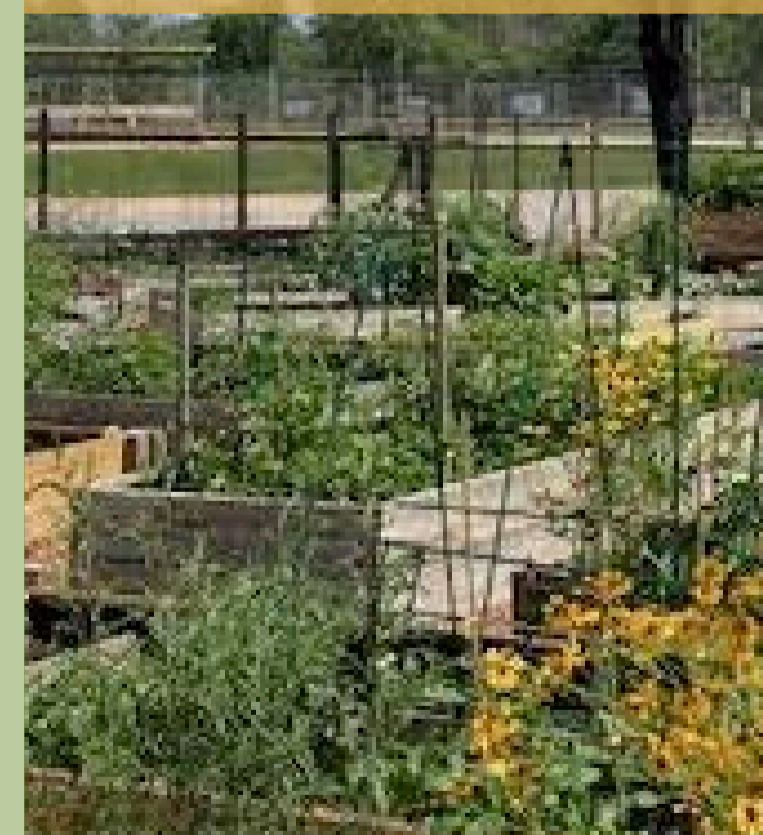
The City has an "Asheville Edibles Map" which shows where fruit trees and community gardens are located. Five edible parks are also located within the City.

Asheville



The Bountiful Harvest Community Garden is a partnership between the County and Master Gardener volunteers where community members who might not have land can obtain space to garden. It is also a place of fellowship and learning. Currently, the garden has 35 plots including one bed dedicated to food donations to area non-profits who work with those in need.

Henderson County



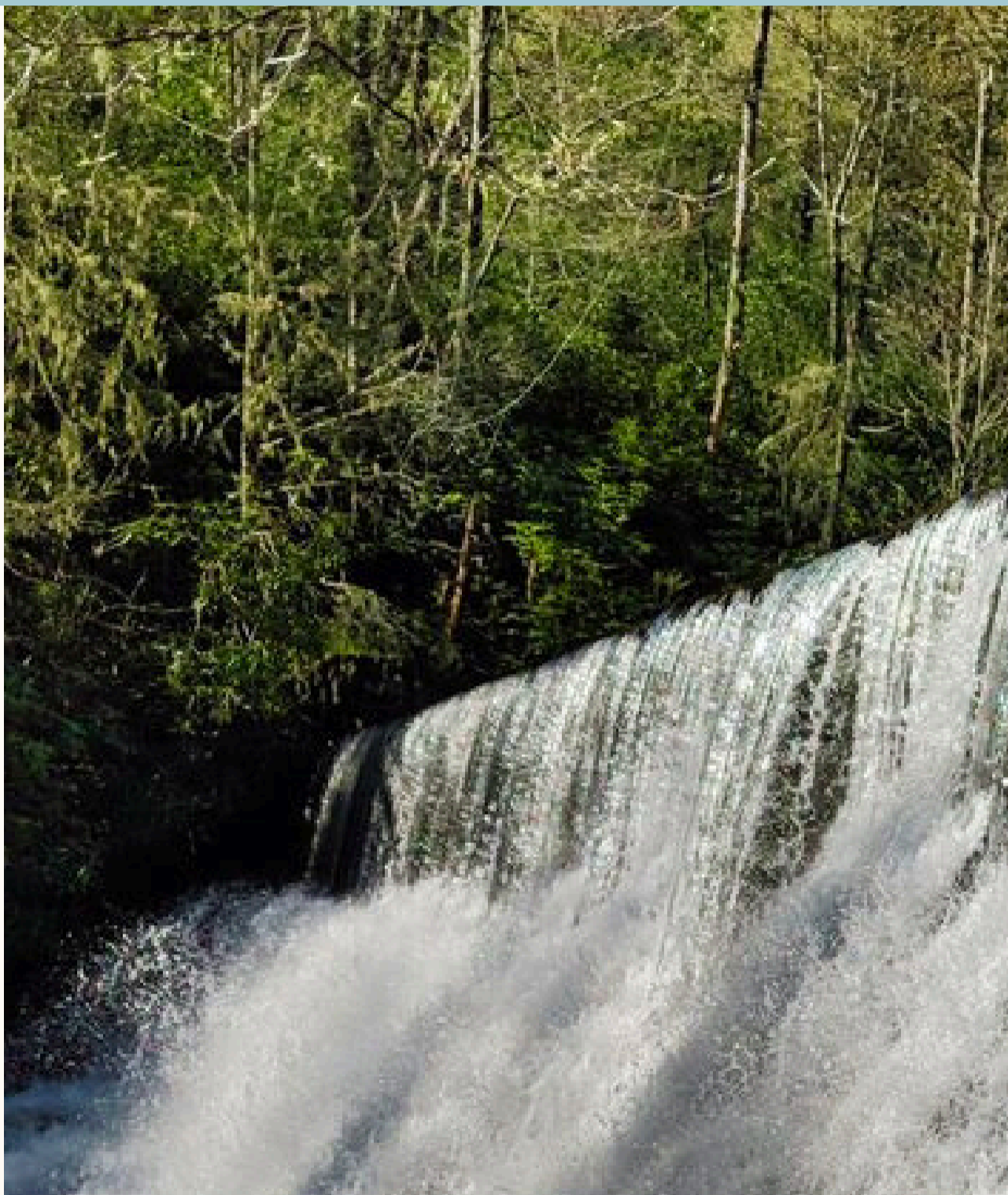
Sources:
Science of the Total Environment: Economic costs of biological invasions in the United States

Water



Overview

We must ensure there is a safe and reliable drinking water supply for the Hendersonville community while preserving and protecting natural aquatic resources. Conserving water results in energy savings and decreased emissions from water treatment. Protecting the City's natural environment also leads to an increased quality of life for our community and a resilient water supply. The City is fortunate to have a Stormwater Division that handles runoff and flood hazards as well as a Water & Sewer Department that provides safe and reliable drinking water.



Goal

Ensure safe and reliable drinking water supply for all citizens while preserving and protect natural aquatic resources.

Actions

- Increase education and outreach on water conservation & water quality
- Protect and enhance the water quality of the City's streams and wetlands

Community Level

Residents, businesses, and other community members can have a tremendous impact in improving the water quality and quantity for Hendersonville. The City has a water rebate program aimed at reducing the cost barrier for replacing low efficiency water fixtures and appliances with updated options that can reduce your water bill in return. Other best management practices include:

- Irrigating in the early morning before 7am and in the evening after 7pm to reduce water evaporation;
- Turning off water while brushing your teeth,
- Taking shorter showers over baths
- Washing your hair as needed, not daily
- Do laundry and dishes only when you have a full load
- Periodically check for leaks
- Sign up for aqua hawk which is a free service for City water customers that offers information about your water usage, potential leaks, and costs.



Action

Increase education and outreach on water conservation & water quality

In addition to increasing water efficiency in municipally owned buildings, there are a multitude of opportunities to encourage residents and the Hendersonville community to improve water quality and water conservation. Currently, the City has programs such as the Stormwater Division's rainbarrel program, the Water & Sewer Department's rebate for customers that replace inefficient water fixtures with low flow and more efficient models as well as AquaHawk and leak test kits to prevent unnecessary water loss. All these programs provide residents and customers opportunities to take action in reducing their water usage. An evident theme from the public input outreach completed for this Plan was a desire from the City's community to have increased education on water conservation as well as on the other Plan's focus areas.

99%

Of surveyed participants think conserving water is important

Strategies to reach this action:

- Strategize ways to reduce water consumption for municipal buildings to serve as example to residents
- Expand current Water & Sewer rebate program
- Increase education to residents and customers on currently available water conservation programs to take advantage of
- Increase event engagement opportunities such as stream cleanup days, live staking, and stream restoration and beautification efforts to demonstrate the importance of riparian buffers and water quality

Estimated costs to implement:

- Water conservation rebate programs typically refund up to \$100 for replacements and save customers \$29-\$176/year for residential customers and \$269-\$803/year for commercial customers depending on the fixtures replaced.
- The City's rain barrel program subsidizes \$24 of the \$100 total cost for a rain barrel.
- Leak detection and educational efforts result in increased staff time but not an additional cost.



Water Quality Hendersonville's new tap water branding and campaign, "Mountains on Tap" not only promotes the quality of its water source but also educates consumers about the affordability of tap water. By showcasing the natural beauty of the mountains of western North Carolina as the source of their tap water, Hendersonville is creating a unique and memorable brand that can help attract visitors and promote the city's water resources.

Water Equity Hendersonville Water and Sewer and the Interfaith Assistance Ministry started this program in 2012 as a way for our customers to voluntarily assist low and moderate-income families in our community when they are unable to pay for a City water and sewer bill or may be unable to pay for a water and/or sewer connection to City-owned utilities.



Sources:

* Waste Reduction Partners

Action

Continue protecting and enhancing the water quality City streams and wetlands

We cannot have a reliable water supply or healthy natural environment without ensuring water quality is a top priority. By nature of living in an urban environment, there are many water quality impacts from development such as erosion, sedimentation, altering water flow and land topography, among others. These factors hinder the water quality of our watershed and streams with impacts most often felt by the most vulnerable communities. To mitigate these impacts, we can implement comprehensive stormwater planning, green infrastructure, strengthen stormwater regulations, and foster collaborative partnerships while maximizing resource efficiency, reducing pollution, and enhancing the overall sustainability of our water system.

Short term strategies to reach this action:

- Implement a comprehensive stormwater management plan that includes strategies and goals for reducing runoff, implementing green infrastructure practices (such as rain gardens, bioswales, and permeable pavements), and improving water quality.
- Keep up to date stormwater policies and regulations for runoff control, erosion prevention, and sediment management
- Increase education and enforcement of mitigating pollutants in waterways.
- Foster Collaborative Partnerships: Collaborate with neighboring municipalities, local organizations, and environmental agencies to share resources, knowledge, and best practices related to stormwater management and water quality.

The City is currently working on a comprehensive stormwater master plan. The primary focus is developing an asset management plan and identifying capital projects to complete over the next 5 years.

Long term strategies to reach this action:

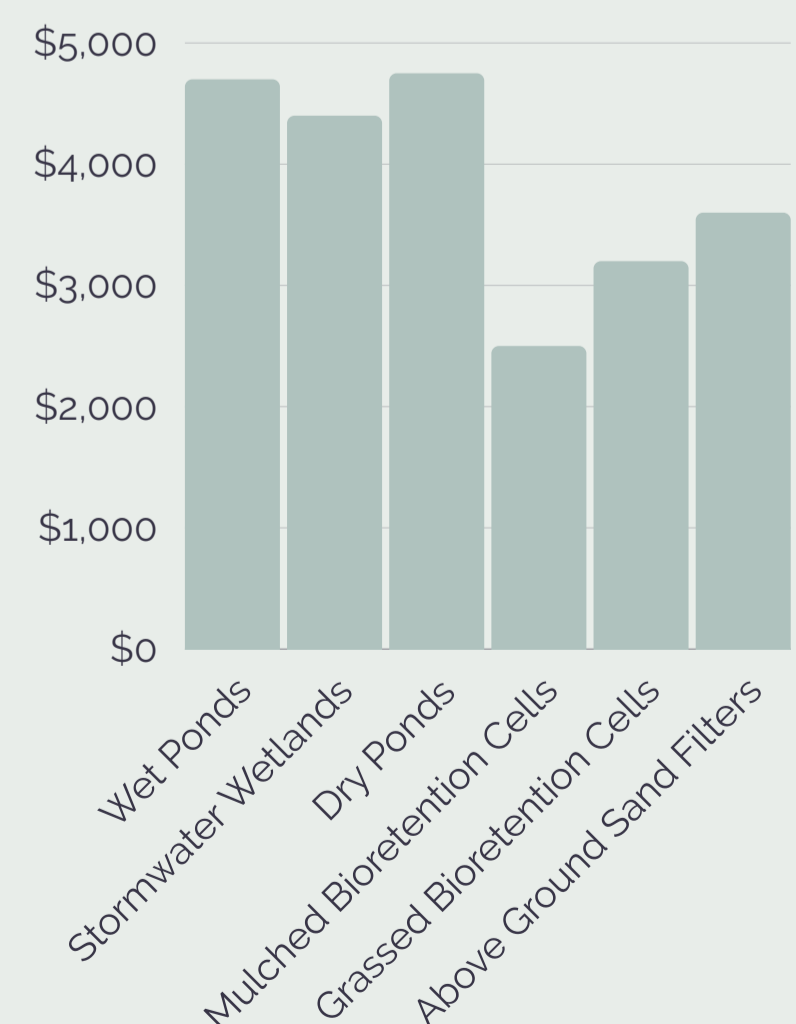
- Establish integrated water management systems at the municipal level with other water-related initiatives, such as wastewater treatment and water conservation programs. This involves adopting a holistic approach that considers the entire water cycle, from stormwater collection to water treatment and reuse.
- Establish monitoring programs to assess the effectiveness of stormwater management initiatives over time. Regularly evaluate the performance of infrastructure, measure water quality indicators, and gather feedback from stakeholders to make data-driven decisions and identify areas for improvement.
- Develop strategies to adapt to changing precipitation patterns and extreme weather events. This may involve conducting vulnerability assessments, updating stormwater infrastructure designs, and incorporating climate resilience into long-term planning.

Cost Savings:

- New pipe infrastructure: \$450/linear foot
- Estimated increase of 1% in property value from tree planting: \$5,210/home based on June 2023 average home price
- Reduced irrigation needs

Estimated costs:

Majority of costs are indirect since the strategies listed above are based on policy work. The chart to the right lists the average annual routine maintenance costs for stormwater improvements.



Sources:

* Sacramento State University Environmental Finance Center

* N.C. State University; Costs of Maintaining Stormwater Control Measures

City Stream Restoration Projects Completed

2016

Water & Sewer Department

As a result of streambank erosion and degradation of riparian zones impacted from development over the years, the City's sanitary sewer infrastructure was threatened by these streams at twelve different locations. The resulting stream restoration project renewed the protection of the existing sanitary sewer infrastructure through a combination of live plantings and bioengineering while enhancing the overall health of the stream. The total cost for this project was ~\$2,900,000.

2021

Water & Sewer Department

Similar to the 2016 project above, the integrity of existing sanitary sewer infrastructure has been threatened by nearby streams at several different locations. These streams, also impacted by development and redevelopment over the years had significant bank erosion and degradation of riparian zones, are encroaching on sewer pipes and/or manholes. The goal of this project is to protect the existing sanitary sewer infrastructure through a combination of live plantings and bioengineering and enhance the overall health of the stream. The estimated cost of this project is currently ~\$600,000.

Current

Stormwater Division

This project will complete final design, permitting, and construction activities for the restoration of 2,359 linear feet, LF of stream, 1,556 LF of streambank restoration along Mud Creek, 8.5 acres of wetland restoration, and an additional 9.2 acres of riparian floodplain restoration to provide ecological enhancement and stormwater treatment. Funds will also be used for the implementation of flood reduction activities and additional land acquisition to further improve climate resiliency and stormwater management in the flood-prone and impaired Mud Creek and Johnson Ditch watersheds. Total cost: ~\$1.9 million.

View of completed work of Water & Sewer's 2021 stream restoration project

Implementation

The completion and adoption of this Sustainability Strategic Plan by City Council is just the start. In order for this Plan to be successful, actions and goals need to be achieved by having a robust and well thought out implementation strategy. Relevant departments should be considered as key stakeholders in the evaluation of action plans to ensure buy in and success. Funding is also an essential component of implementation with the majority of community members voting that the Plan should be funded through a hybrid of grants & city funds. Actions have been evaluated based on involved departments, timeframe, cost, return on investment, GHG reduction potential, and any co-benefits.

Priorities

While all actions are essential to implement for the Plan's success, those actions which members of the public voted as most important are highlighted. In addition, for optimal greenhouse gas emission reduction, **priority actions for the Wastewater Treatment Plant, pumps, and other associated infrastructure should be held as top priority with total greenhouse gas emissions comprising over 40% of the City's total emission footprint.** For the transportation sector, the Police Department and Water & Sewer Department should be top priority for sustainability vehicle upgrades as these departments comprise 64% of the City's total fuel consumption.

Ranking Criteria

Below is a legend on each criteria with the implementation guide in the following pages.

Focus Areas



Timeframe

Ongoing: actions that will involve a continual process instead of an end point.
Immediate: actions that require a relatively short amount of time and minimal resources to complete.
Short-term: actions that will be achieved within 1-3 years.
Medium-term: actions that will be achieved within 4-6 years.
Long-term: actions that will be achieved within 7-10+ years.

Cost

\$ < \$50,000; costs feasible through Capital Improvement Budget
 \$\$ \$51,000-\$100,000; costs potentially through Capital Improvement Budget or grant funding
 \$\$\$ \$101,000-\$500,000; costs requiring Capital Improvement Budget and grant funding
 \$\$\$\$ \$501,000-\$1M+, funding would require significant grant funding and Capital Improvement Budget

Involved Department(s) and Boards

Specified are the City departments and boards that are integral to achieving the proposed actions. Many actions require departmental changes to the typical way of operating that should be driven by a collaborative approach. Actions denoting boards rely on advising and sometimes implementation assistance.

GHG Reduction Potential (MTCO2e)

Estimated metric tons of carbon dioxide equivalent by action implementation. For more information on how carbon dioxide equivalent is determined, please see page 7.

Return on Investment

Estimated cost returns from implementing actions. Also included are non-monetary returns.

Community Priority

★ Actions voted as a top priority based on public input survey responses.

Co-Benefits



Equity & Inclusion: Actions address disproportionate burden of greenhouse gas emissions & leads to quality of life improvements for underserved and low income communities.




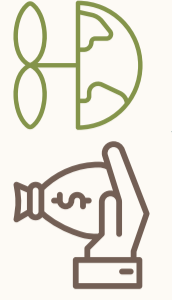



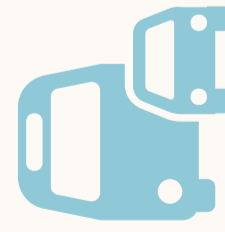


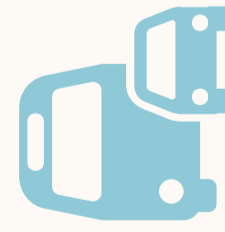




Environmental Quality: Action improves air and water quality while building a resilient ecosystem.



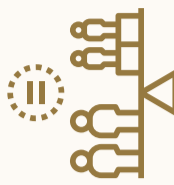







Economic Vitality: Action provides strong net cost (cost - savings) and/or may have a high initial cost but results in significant long-term cost savings.



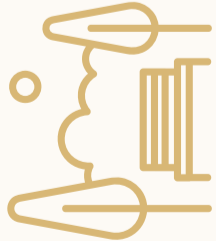
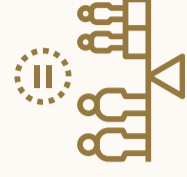




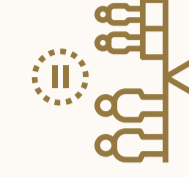




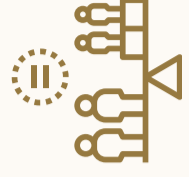

Category	Actions	Involved Department(s) and Boards	Timeframe	Cost	Return on Investment	GHG Reduction Potential (MTCO2e)	Co-Benefits
	Receive 30% of electricity from renewable energy sources.	Public Works; Building Maintenance, Water & Sewer & Sustainability	Medium-term	\$\$\$\$	Varies (\$184,000+ by 2035)	1,159	
	Achieve 10% Energy Savings from Efficiency Upgrades	Public Works; Building Maintenance & Sustainability; and Water & Sewer	Ongoing	Varies	Varies (Estimated energy reduction of 5% - 10%, or 10%-15% for non-LED buildings)	433	 
	Establish Sustainable building policy	Public Works; Building Maintenance & Sustainability	Short-term & Ongoing	N/A	Indirect return on investment	Indirect GHG reduction	
	Increase Level 2 EV charging stations	Public Works; Street Maintenance, Fleet Maintenance & Sustainability	Medium-term	\$\$	Varies; typically saving over 50% on fuel costs	Varies	 
	Transition to low emission vehicles & reduce fuel use	Public Works; Fleet Maintenance & Sustainability	Long-term	\$\$\$\$	Varies (\$90,979+)/year	Varies (272+)	 

Sources:
 2022 Solar Feasibility Study by RN&M Engineers
 ICLEI USA ClearPath
 Waste Reduction Partners 2018 energy audits on City Hall & City Operations Buildings
 Level 2 dual port electric vehicle charging station quotes from JF Petroleum Group, Blink, and State Contracts

Note: GHG reduction potential related to renewable energy does not include Duke Energy's net zero by 2050 goal which would drastically reduce overall GHG emissions if adopted.

Category	Actions	Involved Department(s) and Boards	Timeframe	Cost	Return on Investment	GHG Reduction Potential (MTCO2e)	Co-Benefits
	Implement Alternative Transportation Plans	Public Works; Streets & Sustainability	Long-term	\$\$\$\$	Unknown / also provides Intrinsic benefits	Unknown	 
	Decrease City-wide Solid Waste by 15%	Public Works; Building Maintenance & Sustainability	Long-term	\$	\$31,941/year	331 (note this number represents entire City-wide GHG reduction)	 
	Establish City compost program	Sustainability	Short-term	\$	\$51,105	529.73 (note this number represents entire City-wide GHG reduction)	 
	Reduce Biosolids landfill waste by 67%	Water & Sewer	Medium-term	\$\$\$\$	\$320,528 /year/ ROI varies with landfill cost savings in 40 years	N/A (no established methods from ICLEI to calculate CO2e)	

Sources:
 Ford Hybrid Utility Calculator utilizing Police Department vehicles for the estimate which comprise 32.6% of the City's total fuel consumption
 ICLEI USA ClearPath
 City of Hendersonville 2017 Bicycle Plan

Category	Actions	Involved Department(s) and Boards	Timeframe	Cost	Return on Investment	GHG Reduction Potential (MTCO2e) /yr	Co-Benefits
	Increase citywide tree canopy to 45%	Public Works & Tree Board	Long-term	\$\$\$	Unknown / also provides Intrinsic benefits	492 MT CO2 (note this number represents entire City-wide GHG reduction)	 
	Build on existing efforts to reduce pesticide & herbicide use	Public Works Property Maintenance	Long-term	Unknown	Unknown / estimated 25% in savings	N/A	
	Enhance & restore City-owned natural areas and parks	Public Works; Property Maintenance	Long-term	\$	Unknown	N/A	 
	Increase education and outreach on water conservation & water quality	Water & Sewer, Stormwater, & Sustainability	Ongoing	\$	Varies	N/A	
	Continue protecting and enhancing the water quality City streams and wetlands	Stormwater	Ongoing	\$\$\$	Indirect return on investment	Indirect GHG reduction	 

Sources:
 ICLEI USA ClearPath
 U.S. Food & Drug Administration Food Loss & Waste
 U.S. Environmental Protection Agency Greenhouse Gases Equivalencies Calculator - Calculations and References

Planning

Ensuring equity and social sustainability relies on forward thinking planning to make necessary improvements in the areas of affordable housing, smart infrastructure development and reducing sprawl. These focuses are addressed in the **2024 City of Hendersonville Comprehensive Plan**. This plan will be Hendersonville's strategy for how growth and development is managed over the next 20+ years. The plan will be used as a tool for prioritizing resources and future planning efforts.

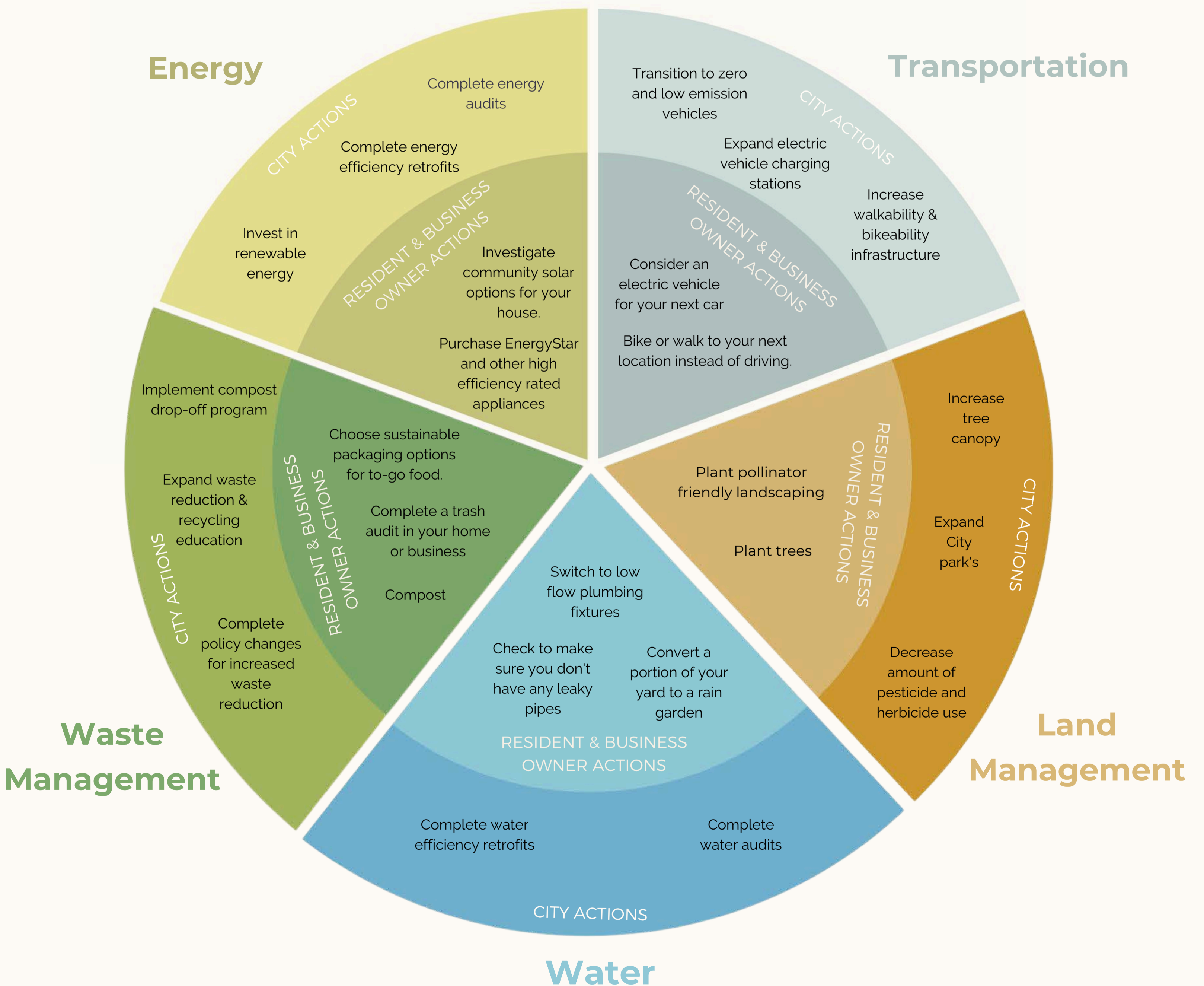
Additionally, planning efforts oftentimes rely on County and State partnerships as the City of Hendersonville can only control what is within our jurisdiction and authority. This particularly comes into play when considering street and infrastructure improvements.



Collective Action

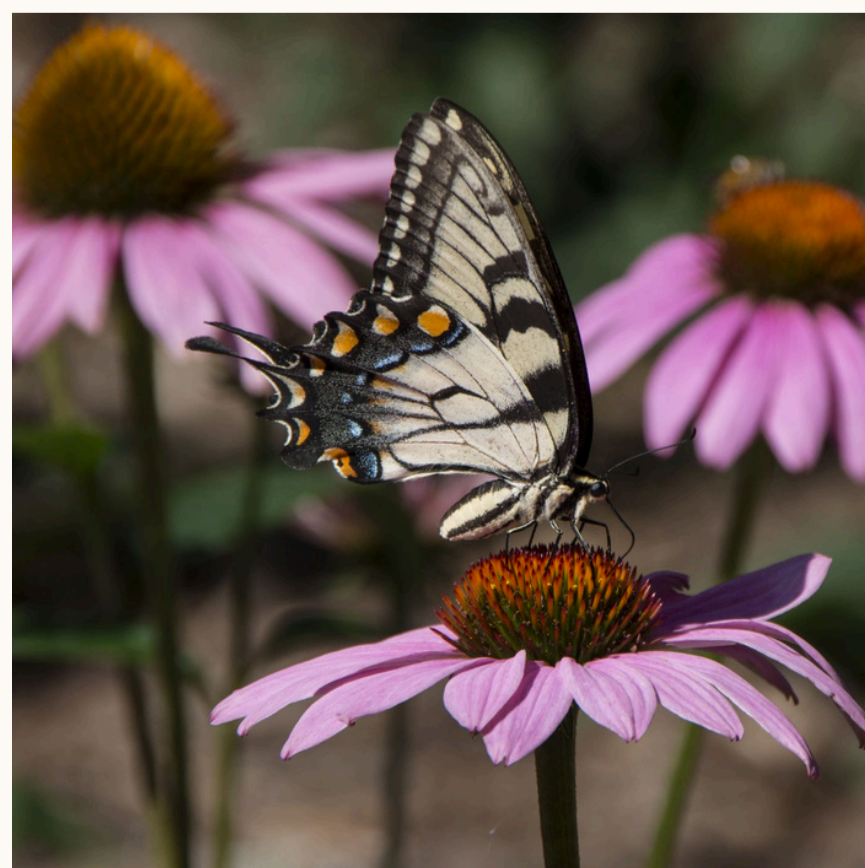
The integral role of community cannot be overstated. Many of the actions throughout this Plan require community participation such as waste reduction, water, and land management. Other areas such as sustainable energy and transportation will only be able to grow and lead to significant emission reductions if we as a collective community engage and advocate for an entire systems approach to sustainability within Hendersonville.

Throughout this Plan, community recommendations for each focus area category were specified as a starting point for individualized engagement and sustainability improvements in the residential and commercial sectors. As the Sustainability Strategic Plan moves towards implementation, consider the impact of collective actions as a driving force towards an even better Hendersonville.





City of Hendersonville
Sustainability Strategic Plan
hendersonvillenc.gov/sustainability





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Caitlyn Gendusa **MEETING DATE:** 5/2/2024
AGENDA SECTION: New Business **DEPARTMENT:** Public Works
TITLE OF ITEM: Approval of Environmental Sustainability Board's Sustainability Station -
Virginia Tegel, Environmental Sustainability Board Member

SUGGESTED MOTION(S):

Motion to approve

SUMMARY:

Spearheaded by the Environmental Sustainability Board, the purpose of this project is to demonstrate multiple sustainability practices community members can implement at their own homes with a focus on composting. The site will also offer the City’s first small scale community compost drop-off location which will enable residents and the Hendersonville community to reduce their overall solid waste.

BUDGET IMPACT: \$2,500

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

If no, describe how it will be funded.

ATTACHMENTS:

Sustainability Station Overview



Environmental
Sustainability Board
City of Hendersonville, NC

Sustainability Station

Virginia Tegel, Board member

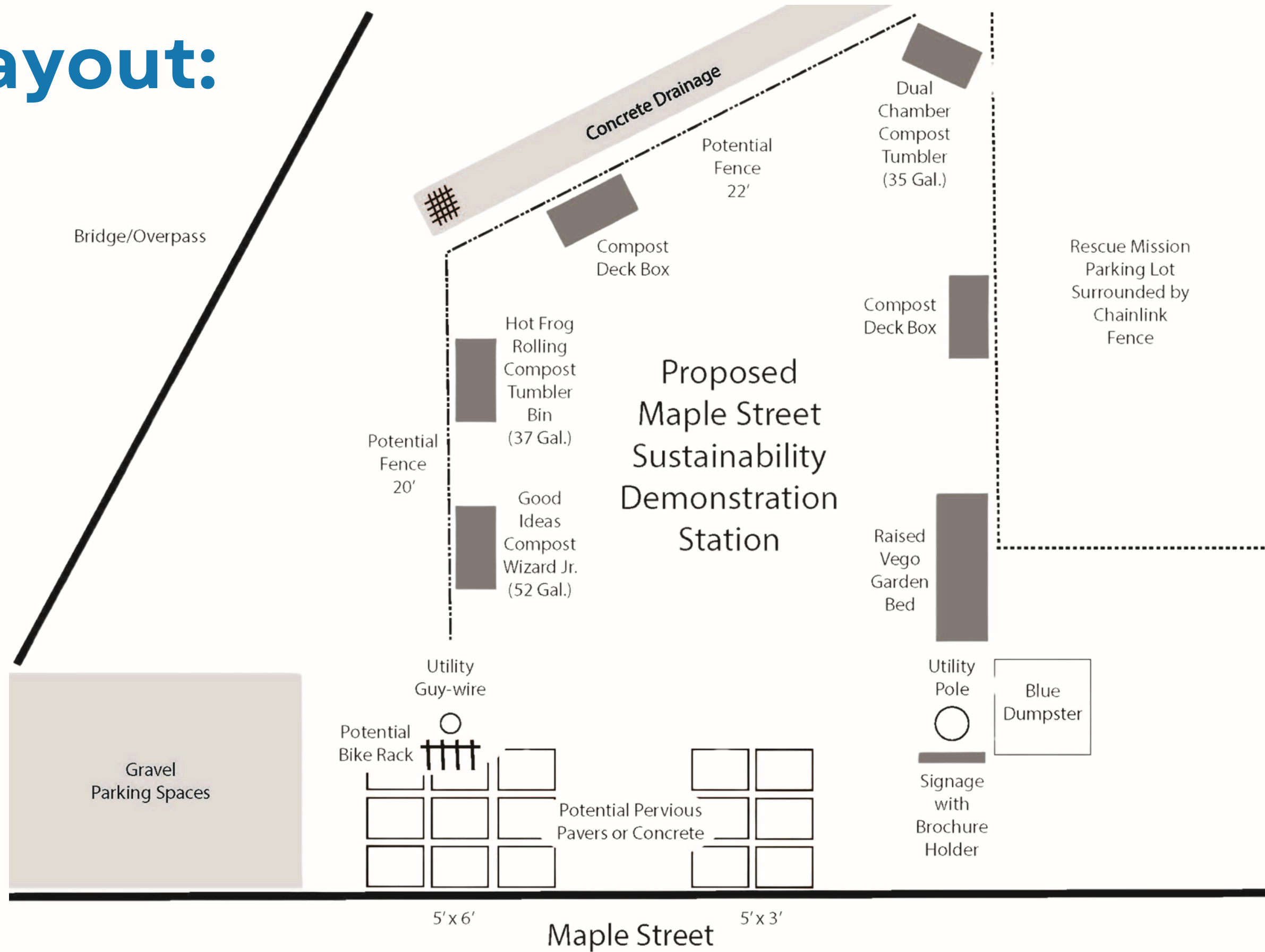
Overview:

- Spearheaded by the Environmental Sustainability Board
- Purpose: Demonstrates multiple sustainability practices community members can implement at their own homes with a focus on composting
- Will offer the City's first small scale community compost drop off location
- Addresses recent Sustainability Strategic Plan survey feedback which showed 81% of respondents voted they are interested in City compost programs

Site Location:



Proposed Layout:



QUESTIONS?



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 5/2/2024
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: Resolution of Support for The Lofts at Chadwick – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that the City Council adopt the resolution supporting the low income tax credit application for The Lofts at Chadwick.

SUMMARY:

WDT Development, LLC is applying for low income tax credits for their 60 unit senior housing project on Greenville Highway. There is a critical need for affordable housing units in Hendersonville. The City Council ask staff to develop a resolution of support for this project.

BUDGET IMPACT: \$ NA

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Resolution of Support

Resolution # __ - ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SUPPORT THE FEDERAL TAX CREDIT APPLICATION FOR THE LOFTS AT CHADWICK DEVELOPMENT

WHEREAS, WDT Development, LLC has submitted a federal tax credit application to the North Carolina Housing Finance Agency for The Lofts at Chadwick, Application #APP24-0031; and

WHEREAS, The Lofts at Chadwick consists of sixty (60) senior low income multi-family housing units on Greenville Highway; and

WHEREAS, the Bowen Research Report indicates that Henderson County has 99.8% occupancy rate for multi-family projects, 453 families on rental housing wait lists and 42.8% of renters are cost burdened; and

WHEREAS, the City Council has a core belief that it must pursue and provide opportunity for responsible growth in order to generate affordable housing options and reduce the impacts of high cost of living within our community.

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

1. The City Council supports WDT Development, LLC’s application for federal tax credits and requests that the North Carolina Housing Finance Agency give the application serious consideration for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 5/2/2024
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: Community Development Block Grant Update – Angie Beeker, City Attorney

SUGGESTED MOTION(S):

NA

SUMMARY:

City Attorney Angie Beeker will provide and update regarding the Community Development Block Grant Program for the Ashe Street neighborhood

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. TBD

ATTACHMENTS:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 5/2/2024
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: Resolution Authorizing City Manager to Execute Funding Agreement with Pisgah Legal for Homeless Services – *Angie Beeker, City Attorney*

SUGGESTED MOTION(S):

I move that City Council adopt the resolution authorizing the City Manager to execute a funding agreement with Pisgah Legal for Homeless Services.

SUMMARY:

City staff would like to contract with Pisgah Legal for homeless services. Pisgah Legal will provide an attorney and social worker to assist our homeless/crisis population with minor legal issues (identification, eviction, disability paperwork, social security, etc.) This is a two year pilot program utilizing funds allocated to the City under the ARP legislation.

BUDGET IMPACT: \$330,000

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Proposed Resolution

Resolution # __-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH PISGAH LEGAL SERVICES FOR A PILOT PROGRAM FOR HOMELESS SERVICES

WHEREAS, the City of Hendersonville received ARP SLRF funds, and through the revenue replacement allowance was able to supplant City operational funding, freeing up City funds to be used for ARP purposes;

WHEREAS, Pisgah Legal Services, is a nonprofit corporation providing legal services on a free or reduced fee basis to persons in need; and

WHEREAS, the City wishes to partner with Pisgah Legal Services for a pilot program to provide legal support services to the homeless population and other persons in crisis to assist them in getting needed services and support in the City of Hendersonville through a dedicated attorney and social worker position;

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

1. The City Manager is authorized to negotiate and enter into contract with Pisgah Legal Services for a 2 year pilot program to provide legal support services to the homeless population and other persons in crisis to assist them in getting needed services and support in the City of Hendersonville through a dedicated attorney and social worker position in an amount not to exceed \$330,000.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** EnterTextHere

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Approval of Resolution Authorizing City Manager and City Attorney to Execute a Purchase Contract for Scott Property on Grove Street – *Angie Beeker, City Attorney*

SUGGESTED MOTION(S):

I move that the City Council adopt the resolution authorizing the City Manager and City Attorney to execute a property purchase contract for the George Scott Property on Grove Street.

SUMMARY:

Mike Huffman has negotiated the purchase of a portion of George Scott and Jack Scott’s property for floodplain mitigation. The purchase will be funded utilizing grant fund and stormwater funds. Th

BUDGET IMPACT: \$615,000

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Resolution

Purchase Contract

Resolution # __ - ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL APPROVING A PROPERTY PURCHASE FOR THE LOWER MUD CREEK RESTORATION PROJECT

WHEREAS, the City of Hendersonville was awarded a grant of \$1,120,929 by the North Carolina Land and Water Fund (the “Fund”), a division of the Department of Natural and Cultural Resources for the lower Mud Creek Restoration Project (the “Project”); and

WHEREAS, a purpose of the grant is the acquisition of properties required for the Project; and

WHEREAS, staff has negotiated a contract for the purchase of a +/- 22.05 acre parcel off of South Grove Street, said parcel being shown as Lot 1 on Exhibit A, attached hereto and incorporated herein by reference, said Lot 1 being hereinafter referred to as the “Subject Property”) in the amount of \$615,000; and

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

1. The Contract for Purchase and Sale of Real Property between the City of Hendersonville, Jack M. Scott, and Geroge R. Scott for the Subject Project, in the amount of \$615,000.00 is approved as presented.
2. The City Manager is authorized to enter execute the contract, with such changes as he deems appropriate, in consultation with the City Attorney, provided such changes do not place any financial obligation on the City beyond that contemplated by the terms of the Contract as presented.
3. The Mayor, City Manager, City Attorney, and City Clerk are authorized to execute such other contracts, and deeds and any and all other documents, and to take any and all actions, reasonably necessary to carry out the terms of the approved Contract, including but not limited to making conveyances and reasonable expenditures for costs and expenses, including reasonable closing costs, title policy costs and reasonable due diligence costs, for the purposes stated herein.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of May, 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

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

CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS CONTRACT to sell and purchase real property (the "Contract") is made and entered into as of the ____ day of _____, 2024, by and between Jack M. Scott, aka Jack Moses Scott (hereinafter "J Scott,"), an unmarried man, having an address of 525 S. Grove St., Hendersonville, NC 28792, and George R. Scott, an unmarried man, having an address of 514 S. Grove St., Hendersonville (hereinafter "G Scott"), J Scott and G Scott collectively hereinafter referred to as "Sellers," and the City of Hendersonville, a North Carolina Municipal Corporation (hereinafter "City" or "Buyer").

WITNESSETH

WHEREAS, Sellers are the owners of a +/- 9.65 acre parcel of land located on S. Grove Street, Hendersonville, NC, being that 9.65 acre tract shown on Exhibit A, attached hereto and incorporated herein by reference, having acquired such property by way of the deed recorded in Book 3904 at Page 50 of the of the Henderson County Registry, having a tax PIN of 9568-96-6744 (hereinafter "9.65 acre tract"); and

WHEREAS, J Scott is the owner of a +/- 7.68 acre parcel of land located on Substation Street, Hendersonville, NC, being that +/- 7.68 tract shown on Exhibit A, attached hereto and incorporated herein by reference, having acquired such property by way of that deed recorded in Deed Book 3638 at page 645 of the Henderson County Registry, having a tax PIN of 9578-06-4293 (hereinafter "7.68 acre tract"); and

WHEREAS, G Scott is the owner of a +/- 9.07 acre parcel of land located on S. Grove Street, Hendersonville, NC, being that +/- 9.07 tract shown on Exhibit A, attached hereto and incorporated herein by reference, having acquired such property by way of that deed recorded in Deed Book 3280 at page 349 of the Henderson County Registry, having a tax PIN of 9568-96-9488 (hereinafter "9.07 acre tract"); and

WHEREAS, the City has requested and the Sellers have agreed to sell to the City a portion of each of the 9.65 acre tract, the 7.68 acre tract, and the 9.07 acre tract, the portions of each tract to be recombined and conveyed as a single +/- 22.05 acre parcel, said +/- +/- 22.05 acre parcel being shown as LOT 1 on the attached Exhibit B, Exhibit B being attached hereto and incorporated herein by reference, said LOT 1 shown on Exhibit B being hereinafter referred to as the "Subject Property,"; and

WHEREAS, J Scott will retain a portion of the 7.68 acre tract, the retained portion being shown and identified on Exhibit B, attached hereto and incorporated by reference, as LOT 3. The City has requested and J Scott has agreed to convey to the City a 30' wide easement across LOT 3, the 30' easement being shown as "Proposed 4,157.21 +/- SQ. FT. 30' ACCESS RIGHT-OF-WAY," on Exhibit B. The 30' wide easement will be granted for the purpose of ingress and egress by the City to the Subject Property, by the City's successors and assigns, and by the general public

as permitted by the City, and for the construction, maintenance, repair and operation of utilities by the City, including but not limited to water, sewer, and stormwater. The 30' wide easement shall be appurtenant to LOT 1 shown on Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the Sellers will retain title to LOT 2, LOT 2 being shown on Exhibit B, attached hereto and incorporated herein by reference, and the City has requested and Sellers have agreed to convey to the City an exclusive 14' wide easement across the existing 14 foot wide ingress and egress strip shown as crossing the +/- 9.65 acre tract on Exhibit A, and being also shown as crossing LOT 1 and LOT 2 on Exhibit B, as "14 FOOT INGRESS AND EGRESS STRIP DESCRIBED IN D.B. 1348 P. 92 TRACT 2-2 (the "14' wide ingress and egress strip"), Exhibits A and B being incorporated herein by reference. The 14' wide easement granted across the 14' wide ingress and egress strip will be granted for the purpose of ingress and egress by the City to the Subject Property, by the City's successors and assigns, and by the general public as permitted by the City, and for the construction, maintenance, repair and operation of utilities by the City, including but not limited to water, sewer, and stormwater, and for the construction and maintenance of streambank repair measures of Mud Creek in the City's discretion. The 14' wide easement shall be appurtenant to LOT 1 shown on Exhibit B, attached hereto and incorporated herein by reference; and

WHEREAS, the 14' wide ingress and egress strip continues across that property owned by Flashback Furniture, LLC, and described in Deed Book 1125 at Page 629 of the Henderson County Registry (tax parcel number 9568-96-1309). City has requested and Sellers have agreed to convey and assign to the City any interest Sellers have in and to said 14 foot ingress and egress strip crossing said Flashback Furniture, LLC, property;

AGREEMENT

For the considerations hereafter set forth, Sellers agree to sell and City agrees to buy the Subject Property on the following terms and conditions:

- 1. **WHEREAS CLAUSES.** The Whereas clauses above are incorporated herein as part of this Agreement.
- 2. **SUBJECT PROPERTY.** As used herein, "Subject Property" refers to that +/- 22.05 acre parcel being shown as LOT 1 on the attached Exhibit B, Exhibit B being attached hereto and incorporated herein by reference. The City agrees to purchase and the Sellers agree to sell and convey fee simple marketable title to the Subject Property to the City.

As a specific condition precedent to the City being obligated to purchase and close on the Subject Property Sellers shall be obligated to obtain and record a quitclaim deed from R&R FC, LLC, a North Carolina limited liability company to Sellers for LOT 1, the form of the

quitclaim deed and legal description contained in said quitclaim deed to be approved by the City prior to the quitclaim deed being signed on behalf of R&R FC, LLC, and recorded.

3. EASEMENT ACROSS LOT 3. As additional consideration for the purchase price being paid for the Subject Property by the City, J Scott agrees to convey to the City a thirty foot (30') wide permanent and exclusive easement and a twenty foot (20') construction easement running along and with, and adjacent to, the 30' wide permanent easement (the permanent and construction easements collectively referred to as the "Lot 3 easement") across LOT 3, said LOT 3 being shown on Exhibit B, attached hereto and incorporated herein by reference. The Lot 3 easement conveyed to the City shall contain the following terms and conditions:

- a. The Lot 3 easement is for the following purposes:
 - i. Providing ingress and egress to the Subject Property to the City, the City's successor and assigns, and invitees, for all purposes, including but not limited to all activities on Subject Property;
 - ii. Construction, maintenance, repair and operation of any utilities by or on behalf of the City, including but not limited to water, sewer, and stormwater; and
 - iii. Providing a public access to the Subject Property as determined in the sole and absolute discretion of the City.
- b. The Lot 3 easement to be conveyed to the City is the easement shown and identified on Exhibit B, attached hereto and incorporated by reference, as "PROPOSED 4,157.21 +/- SQ. FT. 30' ACCESS RIGHT OF WAY."
- c. The Lot 3 easement shall be appurtenant to and run with the Subject Property.
- d. The City may construct an access road within the Lot 3 easement and if constructed, such access road will be constructed and maintained at the sole cost and expense of the City.
- e. The Lot 3 easement may be gated by the City at the sole discretion of the City.
- f. The 20' wide construction easement located within the Lot 3 easement shall be effective during such times as any construction, installation, maintenance, or repair activity is occurring on the Subject Property, including a reasonable period of time before and after such activities for set up and clean up, provided that the total width of the construction easement and the permanent easement may not exceed 50'.

4. EASEMENT ACROSS LOT 2. As additional consideration for the purchase price being paid for the Subject Property by the City, Sellers agree to convey to the City a fourteen foot (14') wide permanent and nonexclusive easement and a construction easement twenty foot (20') wide running along and with the 14' wide permanent easement (collectively referred to as the "Lot 2

easement”) across LOT 2, said LOT 2 being shown on Exhibit B, attached hereto and incorporated herein by reference. The Lot 2 easement conveyed to the City shall contain the following terms and conditions:

- a. The Lot 2 easement is for the following purposes:
 - i. Providing ingress and egress to the Subject Property to the City, the City’s successor and assigns, and invitees, for all purposes, including but not limited to all activities on the Subject Property;
 - ii. Construction, maintenance, repair and operation of any utilities by or on behalf of the City, including but not limited to water, sewer, and stormwater; and
 - iii. Providing a public access to the Subject Property as determined in the sole and absolute discretion of the City;
 - iv. Such streambank construction, maintenance, repair, and/or restoration activities along Mud Creek as the City may elect to conduct.
- b. The Lot 2 easement to be conveyed to the City is the easement shown and identified on Exhibit B, attached hereto and incorporated by reference, as “14’ INGRESS AND EGRESS STRIP DESCRIBED IN D.B. 1348 P 92 TRACT 2-2.”
- c. The Lot 2 easement shall be appurtenant to and run with the Subject Property.
- d. The City may construct an access road within the Lot 2 easement and if constructed, such access road will be constructed and maintained at the sole cost and expense of the City.
- e. The Lot 2 easement may be gated by the City at the sole discretion of the City.
- f. The 20’ wide construction easement located within the Lot 2 easement shall be effective during such times as any construction, installation, maintenance, or repair activity is occurring on the Subject Property or occurring within the 14’ wide ingress and egress strip, including a reasonable period of time before and after such activities for set up and clean up, provided that the total width of the construction easement and the permanent easement may not exceed 34’.

Sellers shall also assign to the City any interest of the Sellers in and to the 14’ ingress and egress strip that continues across that property owned by Flashback Furniture, LLC, and described in Deed Book 1125 at Page 629 of the Henderson County Registry (tax parcel number 9568-96-1309).

5. PURCHASE PRICE OF SUBJECT PROPERTY TOGETHER WITH EASEMENT ACROSS LOTS 2 AND 3, SECURITY DEPOSIT AND EXAMINATION PERIOD FEE.

- a. Purchase Price. The total purchase price for the Subject Property, including the easement described in paragraphs 3 and 4 above, shall be SIX HUNDRED FIFTEEN THOUSAND AND NO/100S DOLLARS (\$615,000.00).
- b. Earnest Money Deposit and Examination Period Fee. The City shall pay to the Escrow Agent, Sherri Brewer, the sum of \$10,000 as an earnest money deposit and Examination Period fee (reference paragraph 9 below) for the Subject Property. In the event the City elects to terminate this Agreement during the Examination Period, the Sellers shall be entitled to retain \$5,000 as compensation for the Examination Period, and the City shall be entitled to a reimbursement of the remaining \$5,000 deposited. In the event the City elects to terminate this Agreement outside of the Examination Period, or otherwise elects not to purchase the Subject Property outside of the Examination Period, the Sellers shall be entitled to retain the entire \$10,000 earnest money deposit and Examination Period fee as their sole and exclusive remedy under this Agreement. No other remedy shall be available at law or in equity to the Sellers for any failure to close by the City. In the event the City closes on the purchase of the Subject Tract, the entire \$10,000 shall be credited against the Purchase Price at closing.

6. EFFECTIVE DATE. This Agreement is being signed by City Manager, John Connet, on behalf of the City as an indication of the City's intent to purchase the property, and not to bind the City under the terms of this Agreement. Therefore, this Agreement shall not be binding upon the City until it has been approved and ratified by City Council. The Effective Date of this Contract shall be the date of the last to occur of the signing by all parties to this Contract or the approval by City Council.

7. CLOSING. Closing of the transfer of the Subject Property shall occur on or before sixty (60) days after the expiration of the Examination Period at such place and in such manner as may be mutually acceptable to the parties. At closing Sellers shall also deliver an Easement Deed, in form acceptable to the City, conveying or assigning to the City those easements described in paragraphs 3 and 4 above, such conveyance or assignment to be consistent with the terms of this Agreement.

8. TRANSFER OF TITLE TO SUBJECT PROPERTY. At closing, Sellers shall deliver to Buyer a GENERAL WARRANTY DEED for the Subject Property in recordable form, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, lis pendens, monetary liens and judgments, and free of other encumbrances or defects that would materially affect the value of the Subject Property, including those which would be revealed by a current and accurate survey of the Subject Property, except: (1) ad valorem taxes for the current year; (2) utility easements and unviolated covenants, conditions or restrictions; and (3) such other liens, encumbrances or defects as may be specifically approved by the City in writing. The deed shall be made to the **City of Hendersonville, a North Carolina municipal corporation.**

9. EXAMINATION PERIOD. As used in this Contract, "Examination Period" shall mean that period of time after the Effective Date to a date which is sixty (60) days after the Effective Date. Sellers hereby grant permission to the City and the City's agents to enter the Subject Property for purposes of conducting such due diligence examination and testing as deemed necessary by the City to determine the suitability of the properties for use by the City. Such right of examination includes, but is not limited to, the right to conduct surveys, studies, environmental testing and soil boring samples, and other geotechnical exploration, provided that at the conclusion of such testing the City shall restore the Subject Property to as near to their pre-testing condition as is reasonable. The City may terminate this Agreement during the Examination Period at the City's sole and absolute discretion for any reason or for no reason.

10. TITLE EXAMINATION. The City may, at its expense, cause a title examination to be made of the Subject Property before the end of the Examination Period. In the event such title examination shall reveal that J Scott's, G Scott's, or Sellers' title to any portion of the Subject Property is not fee simple marketable and insurable at regular rates, then City shall have the right to terminate this Contract, and shall be entitled to a refund of \$5,000 of the earnest money deposit.

11. POSSESSION. Exclusive Possession of the Subject Property and the Lot 2 easement and the Lot 3 easement shall be delivered by the Sellers at Closing. The City shall be entitled to exclusive possession of the entirety of the Subject Property and the Lot 2 easement and the Lot 3 easement upon closing. This paragraph shall survive closing.

12. SUBJECT PROPERTY CONVEYED "AS IS." Except as otherwise provided herein, the Subject Property and improvements, if any, are conveyed and accepted "as is" with all faults existing as of the date of the expiration of the Examination Period. Sellers make no representations or warranties as to the condition of the Subject Property, or suitability for any purpose. However, in the event that (1) the Subject Property is not in the same condition at closing as it is on the expiration of the Examination Period; (2) LOT 2 is no longer in a suitable condition for the construction or use of the Lot 2 easement; (3) LOT 3 is no longer in a suitable condition for the construction or use of the Lot 3 easement; or (4) a title defect arises affecting the Subject Property, or LOT 2 or LOT 3, rendering the title to any of them unmarketable, or rendering any of their use for the City's intended purposes impractical, then upon the occurrence of event(s) numbered (1), (2) (3) or (4), the City shall have no obligation to close on the purchase the Subject Property, the City shall have no further obligations under this Agreement, and the City shall be entitled to a refund of \$5,000 of its security deposit and due diligence fee.

13. RISK OF LOSS. Prior to closing, risk of loss shall be upon the Sellers.

14. CLOSING COSTS. Buyer shall pay the following closing costs: recording fees, costs of title search, title insurance, survey, and any inspection costs. Seller shall pay deed preparation

costs, and excise taxes due on the sale. Each party shall pay its own attorney's and consultant's fees.

15. PRO-RATIONS. Ad Valorem taxes for current year (2024) for the Subject Property shall be pro-rated between the parties on a calendar year basis as of the Closing Date. If the Sellers' share for that year has not been paid, the Sellers' share will be withheld from the Purchase Price and paid by the Buyer. If the taxes have been paid, Buyer shall reimburse Seller for Buyer's share at closing. If the then current year's taxes have not been determined, pro-rations shall be estimated based on the prior year's taxes (or other best available information as to value), withheld from Seller and paid by Buyer. Any unpaid taxes and penalties for prior years, and liens of any kind encumbering the Subject Property shall be withheld from Sellers' proceeds at closing.

16. BROKERAGE COMMISSION. Both Buyer and Sellers represent to each other that there have been no brokers involved in this transaction. Each party agrees to indemnify and hold harmless the other parties from and against any and all claims, demands and costs arising out of alleged brokerage commissions, if any.

17. DEFAULT. If Seller should default City may pursue any remedies it has in law or equity, including specific performance.

18. NOTICES. Unless otherwise provided herein, all notices and communications required to be given shall be in writing and be deemed given by (i) personally delivered with written acknowledgment of receipt, (ii) deposit in the United States mail, postage prepaid, certified or register mail, return receipt requested, or (iii) sent by a nationally recognized overnight courier, to the following address (provided that either party may change its notice address by notice to the other):

IF TO BUYER: City of Hendersonville
Attn: John Connet, City Manager
160 6th Avenue East
Hendersonville, North Carolina 28792

IF TO J SCOTT: Jack M. Scott
525 S. Grove St.
Hendersonville, NC 28792

IF TO G SCOTT: George R. Scott
514 S. Grove St.
Hendersonville, NC 28792

19. APPLICABLE LAW. This Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. The sole and exclusive venue for any litigation hereunder shall be a State or Federal court having jurisdiction in Henderson County, North Carolina.

20. ENTIRE AGREEMENT. This Contract contains the entire understanding and agreement between the parties, and supersedes all prior oral or written agreements between the parties. No amendment to this Contract shall be effective unless the same is in writing and signed by the parties hereto.

21. BINDING EFFECT. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

22. TIME OF THE ESSENCE. Time is of the essence with respect to all time periods and dates for performance of this Contract.

23. COUNTERPARTS. This contract may be executed in one or more counterparts. Signed facsimiles shall constitute originals.

24. AUTHORITY. Seller and Buyer represent to each other that each is authorized to enter into and perform its obligations under this Contract.

25. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

26. AUTHORIZATION TO DISCLOSE INFORMATION. Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Subject Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

27. REMOVAL OF SELLER'S PROPERTY. Seller shall remove from the Subject Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

28. AFFIDAVIT AND INDEMNIFICATION AGREEMENT. Seller shall furnish at Closing an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Subject Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Subject Property as

described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

29. ASSIGNMENT. This Agreement may not be assigned by either party without the consent of the other parties to this Agreement, and if assigned, this Agreement shall be binding upon the assignee and assignee's heirs and successors.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed effective as of the date set forth above.

Dated Signed: 4-11-2024

JACK SCOTT, SELLER
[Signature] (Seal)

Dated Signed: 4/11/24

GEORGE SCOTT, SELLER
[Signature] (Seal)

CITY OF HENDERSONVILLE

ATTEST:

Jill Murray, City Clerk
(SEAL)

By: _____
John F. Connet, City Manager
Date Signed: _____

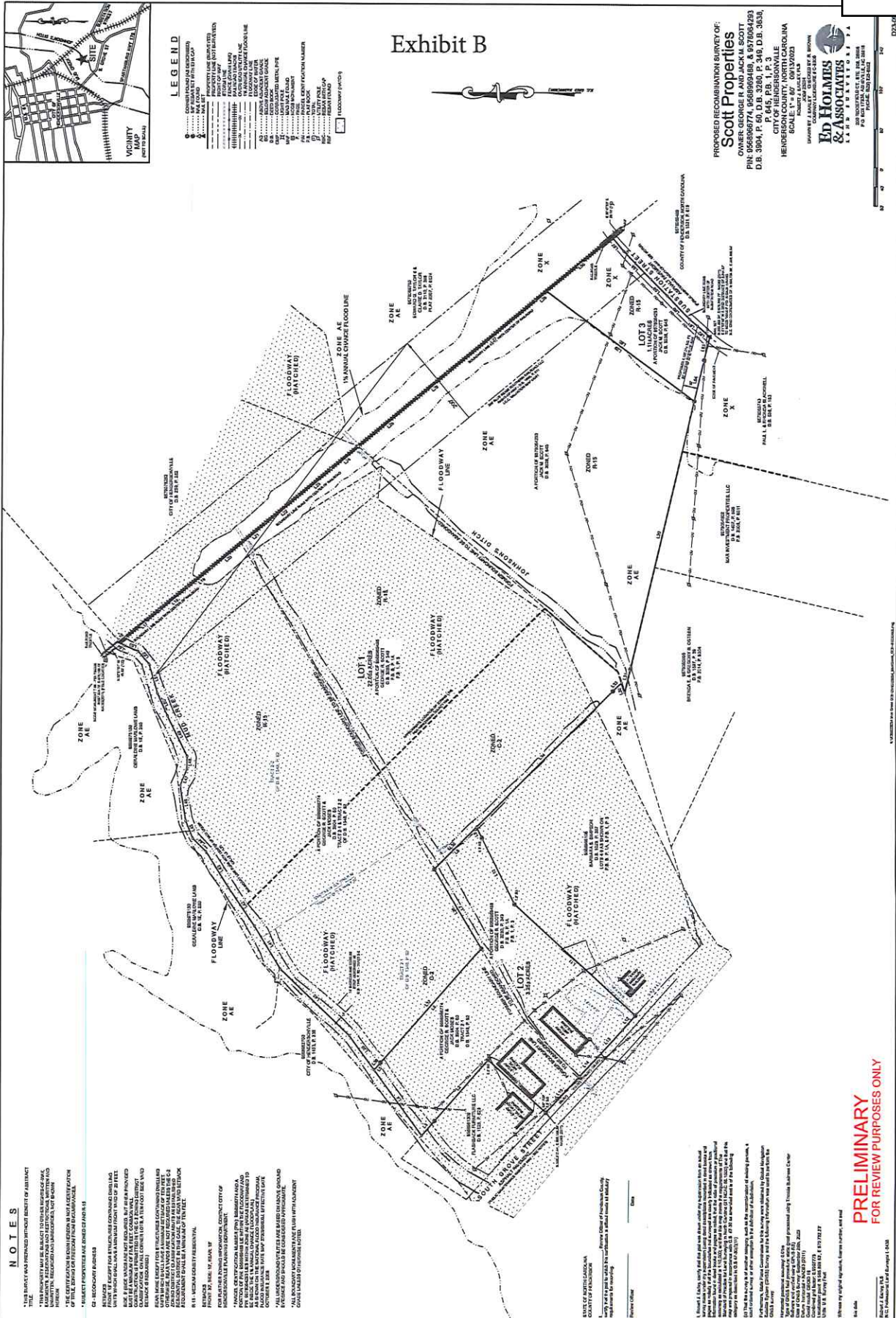
APPROVED AS TO FORM:

THIS INSTRUMENT HAS BEEN PREAUDITED IN THE MANNER REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT:

Angela Beeker, City Attorney

John Buchanan, Finance Director

Exhibit B



PROPOSED RECONSTRUCTION SURVEY OF:
Scott Properties
 0565086774 0566890488 & 0570042923
 P. 645, P.B. 1, P. 3
 HENDERSON COUNTY, NORTH CAROLINA
 SCALE: 1" = 60' 000' (1/2000)
 DRAWN BY: J. J. JONES, L.S. 10001
 COUNTY LICENSE NO. 15358
ED HOLMES & ASSOCIATES
 L.L.P.
 10000 W. HUNTER DRIVE, SUITE 200
 RICHMOND, VA 23261-1000
 PHONE: (804) 771-1000
 FAX: (804) 771-1001
 WWW.EDHOLMES.COM

NOTES

1. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE REQUIREMENTS OF THE NORTH CAROLINA SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING.
2. THE SURVEY WAS CONDUCTED ON THE DATE(S) INDICATED ON THE SURVEY PLAN.
3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND HIS ASSISTANTS.
4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING.
5. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING.
6. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING.
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9. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING.
10. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT AND THE RULES OF THE BOARD OF SURVEYING AND MAPPING.

STATE OF NORTH CAROLINA
 COUNTY OF HENDERSON
 I, J. J. JONES, a duly qualified and licensed Professional Surveyor in the State of North Carolina, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the property and as the same appears on the original survey plan as filed with me for record in the office of the Register of Deeds for the County of Henderson, North Carolina, on this 15th day of October, 2011.

Witness my official signature, before me, on this day of October, 2011.

Notary Public for North Carolina
 J. J. JONES, Notary Public
 My Commission Expires on 10/15/2015
 My Commission No. is 15358

PRELIMINARY
 FOR REVIEW PURPOSES ONLY



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 5/2/2024
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration
TITLE OF ITEM: Review of Public Comment Policy – Angie Beeker, City Attorney and Allison Justus, Communications Manager

SUGGESTED MOTION(S):

NA

SUMMARY:

Angie and Allison will review the current Public Comment Policy to ensure that it is consistent with desire of the City Council.

BUDGET IMPACT: \$

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Public Comment Policy



CITY OF HENDERSONVILLE

Policy Name:	City of Hendersonville Public Comment Policy	Date Adopted by Council:	
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1. OVERVIEW

In 2005, the North Carolina General Assembly, through the passage of § 160A-81.1. **Public comment period during regular meetings.**, required that each municipality in North Carolina provide a period for general public comments at least once per month at a regular meeting of the council. In addition to this general comment period, there are many other opportunities for the Council to receive comments from the public including public hearings and presentations. The City of Hendersonville recognizes the importance of receiving comments from the public.

1.1 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 any City Council or Board or Commission meetings please contact the City Clerk.

2. PURPOSE

2.1 The City of Hendersonville Public Comment Policy is designed to give the public an opportunity to express their views, comments or opinions to the City Council. It is a time for City Council members to listen to the public. The following rules have been established to maintain order and decorum when council is receiving public comments. Furthermore, these rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally.

3. DECORUM AT COUNCIL MEETINGS

3.1 In order to provide for the maintenance of order and decorum in the conduct of the meeting, the presiding officer may declare “out-of-order” any person who fails to comply with this policy. The presiding officer shall caution any such person to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the speaker(s) from the meeting.

3.2 Speakers will address comments to the entire City Council as a whole and not one individual member. Discussions between speakers and members of the audience will not be permitted during the public comment period.

3.3 Speakers shall be civil and courteous in their language and presentation. Insults, personal attacks, accusations, profanity, vulgar language, inappropriate gestures, or other

inappropriate behavior will not be tolerated. Any person, making impertinent, or slanderous remarks, or who shall become boisterous, while addressing the City Council may be considered disorderly by the City Council and may be expelled at the discretion of the presiding officer.

3.33.4 Notwithstanding any other provisions herein to the contrary, the presiding officer may impose time limitations on any speaker or presenter in order to manage the orderly and timely progression of the meeting.

4. RULES GOVERNING THE TIME, PLACE AND MANNER FOR RECEIVING GENERAL PUBLIC COMMENT PERIOD AT COUNCIL MEETINGS (N.C.G.S. § 160A-81.1) This section is intended for Public Comment Period Only

- 4.1 The general public comment period shall be reserved as an item of business on the agenda for the City Council regular meeting, which is currently held on the first Thursday of each month at 5:45 p.m. in the Assembly Room of the City Operations Building located at 305 Williams St. Hendersonville NC, 28792. Speaker comments during the general public comment period may be on any agenda item or topic of public interest other than public hearings.
- 4.2 The public comment period is not intended to require the City Council and/or any staff to answer any impromptu questions. Council members may ask a speaker to clarify information in order to better understand the speaker’s comments. The city council will not take action on an item presented during the public comment period. Upon completion of the public comment period and when appropriate, the city council may summarize the comments heard from citizens and the city council members may refer inquires made during the public comment period to the City Manager to address as appropriate. If necessary, the item may be added to the agenda of a future meeting, thereby providing the staff an opportunity to research the item and provide data to city council for consideration and review.
- 4.3 The presiding officer reserves the right to alter comment period time limits. Generally, aA total of fifteen (15) minutes will be set aside at the beginning of each meeting for general comments on a first come, first served basis according to the sign-up sheet and order of any digital meeting participation. Speakers will be ~~limited-allotted up~~ to four (4) minutes each in the discretion of the presiding officer. No time may be yielded or transferred from one speaker to another. Speakers will be asked to identify themselves and will address the City Council from the podium or virtually. Speakers appearing in person will be given first opportunity to speak. Speakers commenting via a digital platform such as Zoom will be given instructions at the appropriate time. Each speaker will be concise and avoid repetition. In order to avoid repetition and delay, groups of people supporting the same position are encouraged to designate a spokesperson for the group.
- 4.4 The City of Hendersonville City Council shall have a "Council Comment" period for follow up or addressing issues that arise from the public comment section. This shall be a

point of response from Council Members to respond to comments that have been not to debate with the public.

- 4.5 No digital photos or media will be accepted for general comments. Citizens may submit general written comments ~~or materials for consideration which comply with guidelines outlined in Section 8| Security~~ through the City’s website portal for “General Public Comments”~~or by emailing them to the Clerk no later than noon on the meeting day.~~
- 4.6 Speakers who have prepared written materials that they want distributed to the council related to the item they plan to discuss during the general public comment period, shall provide nine (9) copies of those documents to the City Clerk prior to the start of the meeting. The Clerk shall distribute the copies to the Mayor and City Council Members, Attorney, and City Managers and retain one copy for the record. All materials submitted are considered public records as defined in § 132.1

5. PUBLIC HEARING COMMENT PERIOD

- 5.1 Comments for public hearings during City Council meetings will be accepted at the appropriate time on the meeting agenda as well as through the City’s website. Comments must pertain to the subject matter of the public hearing. The presiding officer may establish time limitations on both the duration of the public hearing and the time allotted to each speaker, provided that all factions are given a reasonable opportunity to be heard.
- 5.2 Public comments may be submitted electronically (“digital comments”) through the City’s website portal for “Public Hearing Public Comments” in advance for public hearings and may include short handouts and up to five (5) photos or one (1) 90 second video. Digital materials will be provided to City Council in the same format as received. Materials received will not be printed. All digital ~~comments-submissionsand~~ must comply with guidelines outlined in **Section 8| Security**. Digital Materials complying with security requirements such as PowerPoint presentations, handouts, photos and videos should be provided to city staff by 8:00 AM the day before the scheduled meeting as outlined in **Section 8| Security**.
- 5.3 Speakers who have prepared written materials that they want distributed to the council related to the item they plan to discuss during the public hearing comment period, shall provide nine (9) copies of those documents to the City Clerk prior to the start of the meeting. The Clerk shall distribute the copies to the Mayor and City Council Members, Attorney, and City Managers and retain one copy for the record. All materials submitted are considered public records as defined in § 132.1

6. PUBLIC COMMENTS DURING SPECIAL CALLED AND EMERGENCY MEETING

- 6.1 Because subjects of Special and Emergency meetings are often regulated by law, there will be no Public Comment Period reserved on agendas of Special and Emergency meetings; however, like regular monthly meetings, these meetings are open for public attendance except as otherwise prohibited by law. The public are welcome to send comments to the City Clerk in advance that will be distributed to council members.

7. REQUESTING PRESENTATIONS TO CITY COUNCIL

- 7.1** The Mayor and City Manager will review all presentation requests for consideration by Council. Some requests may be resolved administratively without council action. The ability to request to make a presentation to City Council shall not be considered as a general, limited or designated public forum. The decision of whether or not to receive a public presentation shall be in the sole discretion of the Mayor and City Manager and the City Council.
- 7.2** Persons requesting to make a presentation to the City Council must contact the City Clerk no later than 10 days prior to the Council meeting in which the presentation request is being made. Approved presentations will be placed on the earliest meeting agenda. All presentation materials must comply **Section 8| Security** and are considered public records as defined in **§ 132.1**

8. SECURITY

- 8.1** To preserve the integrity of the City's computer databases, networks and operations, no USB devices or links to materials will be accepted. Digital presentation requests & materials may be emailed to the City Clerk in Microsoft Word, Power Point, or other attachment format such as PDF or JPG no later than 8:00 AM the day before the meeting.
- 8.2** ~~Digital photo or video submissions that are expected to be shown in the speaker's presentation will be limited to five (5) pictures and/or one video of two minutes.~~ Pictures and videos must be submitted according to the requirements in 8.1. If the format of the pictures or videos is not compatible with the City's computer system, the speaker will be requested to re-format their submissions prior to the presentation. These submissions must be properly labeled in a manner that is easily identifiable and become the property of the City upon submission.
- 8.3** Speakers who have prepared written materials that they want distributed to the council related to the item they plan to discuss during the general or public hearing comment period, shall provide nine (9) copies to the Clerk prior to the start of the meeting.
- 8.4** The City of Hendersonville staff will control digital public presentations and electronic participation at all times during City Council meetings and may, without notice, end any electronic presentation or electronic participation that has become compromised.

9. REMOTE MEETINGS

- 9.1** **Defined** § 166A-19.24 authorizes any public body to conduct remote meetings in accordance with the rules set out in the act, as well as with the provisions of the open meetings law. "Remote meeting" is defined as: An official meeting, or any part thereof, with between one and all of the members of the public body participating by simultaneous communication. "Simultaneous communication" is defined as: Any communication by

conference telephone, conference video, or other electronic means. “Official meeting” and “public body” are defined as set out in the open meetings law.

- 9.2** Public comment at remote meeting must adhere to the guidelines as permitted in North Carolina General Statutes Article 33C-Meetings of Public Bodies and as adopted by Resolution #20-0432 of the City Council of the City of Hendersonville in addition to the requirements of this Policy.

**FISCAL YEAR 2023 - 2024 (FY24)
BUDGET AMENDMENTS**

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	Completed	Corrected	REVISED BUDGET
			Proposed	Denied	
010-1525-522001	Chemicals	17,500	-	1,500	16,000
060-1525-531225	Training	4,000	1,500	-	5,500
010-1010-519104	Prof Services ENG	10,000	-	10,000	-
010-1010-534000	Non-Capital Equipment	73,600	-	12,529	61,071
010-1010-519200	Contracted Services	320,850	22,529	-	343,379
010-1525-521001	Supplies and Materials	44,228	-	1,000	43,228
010-1525-531225	Training	5,500	1,000	-	6,500
020-2102-554001	Capital Outlay- Equipment	7,000	-	7,000	-
020-2102-521020	Janitorial Supplies	3,300	-	3,300	-
020-2102-519200	Contracted Services	198,106	-	7,976	190,130
020-2102-534000	Non-Capital Equipment	37,500	18,276	-	55,776
060-7155-524060	R&M Lines	132,500	-	7,000	125,500
060-7055-519200	Contract Services	120,000	7,000	-	127,000
010-1010-524020	R&M Equipment	5,000	-	3,000	2,000
010-1010-534000	Non-Capital Equipment	61,071	3,000	-	64,071
010-1556-524040	R&M Streets	655,913	-	75,550	580,363
010-1556-554001	Capital Outlay- Equipment	-	75,550	-	75,550
010-1008-531255	Bank Services Charges	31,000	-	6,000	25,000
010-1008-519200	Contracted Services	8,100	6,000	-	14,100
060-1008-531255	Bank Services Charges	125,000	-	37,500	87,500
060-1008-531260	Credit Card Fees	80,000	35,000	-	115,000
060-1008-531200	Postage	2,650	2,000	-	4,650
060-1008-52010	Office Supplies	7,500	500	-	8,000
010-0000-534999	Contingency	39,963	-	15,000	24,963
010-1300-531700	Liability & Property Insurance	97,378	7,500	-	104,878
010-7455-531700	Liability & Property Insurance	-	7,500	-	7,500
067-7555-521040	Construction Repair and Supplies	49,000	-	6,500	42,500
067-7555-531700	Liability & Property Insurance	669	6,500	-	7,169
010-1300-521001	Supplies & Materials	121,645	-	15,000	106,645
010-1300-521100	Uniforms	69,800	-	15,000	54,800
010-1300-531225	Training/Travel	91,479	-	15,000	76,479
010-1300-554002	Capital - Vehicles+Equipment	-	45,000	-	45,000

DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER
CDL Training	yes	adjustment	3/26/2024
CDL Training	yes	adjustment	3/26/2024
VC3 MSA	yes	adjustment	3/26/2024
VC3 MSA	yes	adjustment	3/26/2024
VC3 MSA	yes	adjustment	3/26/2024
Training and test - Kevin	yes	adjustment	3/27/2024
Training and test - Kevin	yes	adjustment	3/27/2024
Brian Request	yes	adjustment	3/27/2024
Brian Request	yes	adjustment	3/27/2024
Brian Request	yes	adjustment	3/27/2024
Brian Request	yes	adjustment	3/27/2024
Chad- Water Line Install project	yes	adjustment	4/4/2024
Chad- Water Line Install project	yes	adjustment	4/4/2024
Clickshare for Jay	yes	adjustment	4/5/2024
Clickshare for Jay	yes	adjustment	4/5/2024
Powell Bill	yes	adjustment	4/15/2024
Powell Bill	yes	adjustment	4/15/2024
Finance Clean up - Krystal	yes	adjustment	4/15/2024
Finance Clean up - Krystal	yes	adjustment	4/15/2024
Finance Clean up - Krystal	yes	adjustment	4/15/2024
Finance Clean up - Krystal	yes	adjustment	4/15/2024
Finance Clean up - Krystal	yes	adjustment	4/15/2024
Finance Clean up - Krystal	yes	adjustment	4/15/2024
Lawsuit	yes	adjustment	4/17/2024
Lawsuit	yes	adjustment	4/17/2024
Lawsuit	yes	adjustment	4/17/2024
Lawsuit	yes	adjustment	4/17/2024
Lawsuit	yes	adjustment	4/17/2024
HPD Vehicle Temp adjustment	yes	adjustment	4/18/2024
HPD Vehicle Temp adjustment	yes	adjustment	4/18/2024
HPD Vehicle Temp adjustment	yes	adjustment	4/18/2024
HPD Vehicle Temp adjustment	yes	adjustment	4/18/2024



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Buchanan **MEETING DATE:** 5/2/2024

AGENDA SECTION: Staff Reports **DEPARTMENT:** Finance

TITLE OF ITEM: Cash and Investment Report, John Buchanan, Finance Director

SUGGESTED MOTION(S):

N/A

SUMMARY:

	12/31/2023	3/31/24
U.S. Treasuries	\$0.00	\$3,953,732.79
Agencies	499,125	499,125.00
Commercial Paper	0	\$0.00
NCCMT Mutual Fund	10,594,093.91	6,759,589.03
NCCMT Cash Fund	842,249.25	7,958,009.20
Wells Fargo H&W	53,568.53	58,700.80
Wells Fargo Operating Account	5,591,128.63	6,615,485.77
Total	\$19,680,934.35	\$25,844,642.59
Undisbursed Restricted Proceeds		
2019 Revenue Bond	\$236,816.51	\$239,921.61
2022 Revenue Bond	\$750,962.14	\$760,802.20
2023 Revenue Bond	\$4,413,652.23	\$4,332,930.54
2021 LOB	\$2,125,759.94	\$2,153,650.94
2022 IFC Fire Station	\$9,787,637.88	\$6,419,319.86
2023 City Hall/Ops Construction	\$4,906,641.49	\$4,163,240.38
2024 Vehicle Loan	\$1,208,790.37	\$1,219,172.31
2024 Powell Bill	\$519,585.19	\$526,402.78

BUDGET IMPACT: \$

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

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

ATTACHMENTS:

Agenda Item Summary

Investment Detail

CITY OF HENDERSONVILLE
FIRST CITIZENS CUSTODIAN ACCOUNT

INVESTMENT REPORT

MAR 24

Investment Name	Rating	Cusip	Price	Coupon	YTM	Purchased Date	Issued Date	Maturity Date	Callable	Cost Basis	Coupon Date
TREASURY AND FEDERAL AGENCIES											
Federal Home Loan Bks Cons Bds	FHL	3130ALLN2	99.825	0.50%	0.50%	3/24/2021	3/24/2021	3/24/2026	NO	499,125.00	
US Treasury Bill Due 06/25/2024	UST	912797KG1	98.305	0.00%	0.00%	2/25/2024	2/25/2024	6/25/2024	NO	1,966,107.78	
US Treasury Note Dtd 09/30/22 Due 9/30/27	USN	91282CFM8	99.936	4.13%	4.16%	9/30/2022	2/30/2024	9/30/2027	NO	999,359.38	
US Treasury Note Dtd 02/25/23 Due 02/15/26	USN	91282CGL9	98.827	4.00%	4.05%	2/15/2023	2/15/2024	2/15/2026	NO	988,265.63	
TOTAL TREASURY AND FEDERAL AGENCIES										4,452,857.79	
COMMERCIAL PAPER/CASH EQUIVALENT											
TOTAL COMMERCIAL PAPER/ CASH EQUIVALENT										0.00	
OTHER INVESTMENTS (MUNI/BABS/)											
TOTAL OTHER INVESTMENTS (MUNI/BABS/)										0.00	
Total Securities										4,452,857.79	
NC Capt Management	Cash									6,759,589.03	
Total Security - Cost Basis										11,212,446.82	

Portfolio Allocation - by Security Type				% of Total Cash		Portfolio Allocation - by Maturity Date:		
Fannie Mae	FNMA		-	0.00%	FY24	\$	1,966,107.78	
Federal Home Loan bank	FHLB	1,498,484.38	7.61%	FY25	\$	-		
Freddie Mac	FHLMC	-	0.00%	FY26	\$	1,487,390.63		
Federal Farm Credit Bank	FFCB	\$ -	0.00%	FY27	\$	-		
US Treasury Note	USTN	-	0.00%	FY28	\$	999,359.38		
US Treasury Note	USTN	-	0.00%					
US Treasury Bill	USTB	-	0.00%					
Total GOVERNMENT AGENCIES		\$ 1,498,484.38						\$4,452,857.79
Commercial Paper	ing	-	0.00%					
MUNI/OTHER		-						
Cash		6,759,589.03						
		\$ 8,258,073.41						
		2,954,373.41						