CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792 Thursday, May 04, 2023 – 5:45 PM

AGENDA

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

April 12, 2023 Regular Meeting

April 26, 2023 Second Monthly Meeting

- B. May 2023 Budget Amendments Adam Murr, Budget Manager
- C. May 2023 Capital/Grant Project Ordinances and Reimbursement Resolutions Adam Murr, Budget Manager
- <u>D.</u> Annexation: Certificate of Sufficiency- Clear Creek Road (City of Hendersonville) (C23-30-ANX) *Tyler Morrow, Planner II*
- E. Special Event: Immaculata Fall Fest Jamie Carpenter, Downtown Manager
- F. Resolution to Create a Four-Way Stop at Half Moon Trail and Foxtail Ct./Brookstone Ct., *Tom Wooten, Director of Public Works*
- G. Annexation: Certificate of Sufficiency- Blue Ridge Commerce Center (C23-38-ANX) Tyler Morrow, Planner II
- <u>H.</u> Utility Extension Agreement for the Chimney Crossing Villas *Brendan Shanahan, Project Division Manager*
- <u>I.</u> Utility Extension Agreement for the Seasons at Cane Creek Phase 2 *Brendan Shanahan*, *Project Division Manager*
- J. NCDOT EB-5860 (Blythe St Multi-Use Path) Design Agreement Approval, City Project #21042
 Brent Detwiler, City Engineer

- K. NCDOT EB-5963 (S Grove St Sidewalk) Design Agreement Approval, City Project #21043 Brent Detwiler, City Engineer
- L. 2023 Installment Financing Contract (IFC) Adam Murr, Budget Manager

6. PRESENTATIONS

- A. Proclamation-Lung Cancer Awareness Mayor Volk
- B. Proclamation-Foster Care Awareness Month Mayor Volk
- C. Proclamation of 2023 Drinking Water Week– Kasey Lyons, Environmental Compliance Technician
- D. Quarterly MVP Recipients John Connet, City Manager
- E. Introduction of Arts Council Executive Director Eric Kerchner John Connet, City Manager
- F. New Fats Oils and Grease (FOG) Management Policy Lee Smith
- G. Special Appropriations Jenny Floyd, Budget & Mgmt. Analyst

7. PUBLIC HEARINGS

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

8. UNFINISHED BUSINESS

9. NEW BUSINESS

A. Pollinator Bed Partnership – Lyndsey Simpson, Council Member

10. CITY COUNCIL COMMENTS

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

12. CLOSED SESSION

A. Closed Session – *John Connet, City Manager*

13. ADJOURN

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



MINUTES

April 12, 2023

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

<u>Present:</u> Mayor Barbara G. Volk, Mayor Pro Tem Lyndsey Simpson and Council Members:

Dr. Jennifer Hensley, Debbie O'Neal-Roundtree, and Jerry A. Smith Jr., J.D.

Staff Present: City Manager John F. Connet, Assistant City Manager Brian Pahle, City Attorney Angela

Beeker, City Clerk Jill Murray, Communications Manager Allison Justus, Budget Manager

Adam Murr, and others

Absent Council Member Debbie O'Neal Roundtree left the meeting at 6:22 p.m.

1. CALL TO ORDER

Mayor Volk called the meeting to order at 5:47 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.

Jeff Groh addressed City Council regarding questioning the need for the Diversity, Equity and Inclusion Committee and the hiring of Ahkirah Consulting Firm to implement a DEI strategy and how it's related to Marxism.

Jim Bailes addressed City Council regarding DEI consulting and the contract for \$147,000. If the City isn't currently having a problem then we're putting the cart before the horse and should not move forward with the contract.

Andrew Clark addressed City Council regarding disabled veterans and thanked the City of Hendersonville for supporting the veteran population of this community.

Candler Willis addressed City Council regarding diversity and inclusion and by implementing such, we are replacing one kind of discrimination with another.

Vickie Amatto addressed City Council regarding DEI and asked if there is any proof that this is actually needed in this City and if there are reports showing that it is needed.

Lynne Williams addressed City Council via Zoom electronic software regarding thanking the City for hiring the Sustainability Manager, Caitlyn. She also voiced her support for hiring a diversity and inclusion consultant and opposes raising the price of the plots at Oakdale Cemetery.

4. CONSIDERATION OF AGENDA

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

5. CONSENT AGENDA

A. Adoption of City Council Minutes - Jill Murray, City Clerk

March 2, 2023 Regular Meeting March 9-10, 2023 Staff Retreat March 22, 2023 Second Monthly Meeting

B. Resolution to Accept Funding for the Water Treatment Facility AIA Master Plan – Adam Steurer, Utilities Engineer

Resolution #R-23-26

FOR THE PURPOSE OF THE WATER TREATMENT FACILITY AIA MASTER PLAN

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

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$ 400,000 to perform an Asset Inventory and Assessment Master Plan study detailed in the submitted application, and;

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

WHEREAS, the City of Hendersonville desires to accept the grant funds, and authorize the execution of the grant funding agreement.

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

- 1. The City of Hendersonville does hereby accept the American Rescue Plan (ARP) offer of \$400,000.
- That the City of Hendersonville does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.
- 3. That John Connet, City Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the 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 12th day of April, 2023.

/s/Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

- C. Henderson County Tax Adjustments— Amanda Lofton, Deputy Tax Collector
- **D.** Justification for the Sole Source Purchase of Large Water Meter Chamber Registers *Adam Steurer, Utilities Engineer*

Resolution #R-23-27

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE PURCHASE OF LARGE WATER METER CHAMBER REGISTERS

WHEREAS, the City utilizes its Automated Metering Infrastructure (AMI) system to read water meters and subsequently bill its customers based on individual water consumption. The City standardized its AMI system to Sensus metering equipment when the AMI system was installed approximately 10 years ago. Only Sensus metering equipment is compatible with the City's AMI system.; and

WHEREAS, large diameter water meters, meters sized 1.5 inches in diameter and greater, have chamber registers with batteries that have a lifespan of 10 years. Therefore, the large diameter meters that were installed during the initial AMI system installation have reached the end of their useful life and require replacement. The large diameter meter chamber registers will be provided by Ferguson Enterprises as the sole authorized Sensus Distributor for the State of North Carolina to ensure the equipment will be properly supported and warranted. The chamber registers once received will be replaced by City staff; 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.

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

- 1. A soul-source purchase of large water meter chamber registers manufactured by Sensus from Ferguson Enterprises, the sole authorized dealer in the state of North Carolina, is authorized in the amount of \$519,425.07.
- 2. Staff is authorized to approve change orders which cumulatively do not exceed the available project budget of \$525,00.00.

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

Attest: /s/Jill Murray, City Clerk

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

E. Amending and Combining the Service Recognition Guidelines and Active Employee Service Awards – Jennifer Harrell, HR Director

F. Engineering Services for the WTF 15-MGD Filter Expansion Project – Adam Steurer, Utilities Engineer

Resolution #R-23-28

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ENTER INTO A CONTRACT FOR ENGINEERING SERVICES FOR THE WTF 15-MGD FILTER EXPANSION PROJECT

WHEREAS, the City owns and operates a water treatment facility (WTF) that has a current permitted capacity of 12 million gallons per day (mgd); and

WHEREAS, the City intends to install one additional dual-media filter and associated piping, instrumentation, and appurtenances, which will increase the WTF's permitted capacity to 15 mgd; and

WHEREAS, City Staff have performed a qualifications-based selection, determined Hazen and Sawyer, D.P.C. as most qualified, and have received and negotiated a scope of work and fee from Hazen and Sawyer, D.P.C. to provide Engineering Services to support the project.

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

- 1. Hazen and Sawyer, D.P.C. is most qualified to provide professional engineering services for the project, as recommended by Staff.
- 2. The scope of engineering services from Hazen and Sawyer, D.P.C is approved in the amount of \$287,000.
- 3. The City Manager is authorized to execute an agreement with Hazen and Sawyer, D.P.C. consistent with the terms of this Resolution, as approved by the City Attorney.

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

- G. 7th Avenue Pup Crawl Special Event Application Jamie Carpenter, Downtown Manager
- H. Walk to End Alzheimer's Special Event Application Jamie Carpenter, Downtown Manager
- I. Resolution Approving Design, Bidding, and Construction Engineering and Inspection for the Repairs to the Exterior of City Hall Tom Wooten, Director of Public Works

Resolution #R-23-29

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SELECT AN ENGINEERING FIRM TO PROVIDE DESIGN, BIDDING, AND CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE REPAIRS TO THE EXTERIOR OF CITY HALL PROJECT AND DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE SELECTED FIRM

WHEREAS, the City plans to design, bid, and complete repairs to the exterior of City Hall; and

WHEREAS, City Staff performed a qualification-based selection, and determined SKA Consulting Engineers, INC as the most qualified; and

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

- 1. SKA Consulting Engineers, INC is most qualified to provide design, bidding, and construction engineering and inspection services, as recommended by Staff.
- 2. The City Manager is directed to negotiate a contract for Design, Bidding, and Construction Engineering and Inspection services with SKA Consulting Engineers INC consistent with the terms of this Resolution, as approved by the City Attorney.

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

J. Memorandum of Understanding (MOU) with Henderson County for Construction Related Activities Along Edwards Park and the VFW Site – Angela S. Beeker, City Attorney

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH HENDERSON COUNTY TO PROVIDE FOR SHARED PARKING, CONSTRUCTION AND ACCESS EASEMENTS FOR EDWARDS PARK AND THE VFW SITE

WHEREAS, the City of Hendersonville acquired the property known as Edwards Park for the purpose of developing a new park and putt-putt facility ("Edwards Park Property"); and

WHEREAS, Henderson County acquired the former VFW property ("VFW Property")located adjacent to the Edwards Park Property; and

WHEREAS, the City and the County have agreed to grant certain permissions, shared parking, and easements to facilitate the development of both properties; and

WHEREAS, a draft Memorandum of Understanding to provide for the permissions, shared parking and easements has been prepared and presented to City Council for its consideration ("MOU");

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

- 3. The MOU is approved as presented. .
- 4. The Assistant City Manager is authorized to execute the MOU with such changes as he deems appropriate to carry out the intent of the MOU, in consultation with the City Attorney.
- 5. The Mayor, City Clerk, and City Attorney are authorized to take such further actions as may be needed to carry out the terms of the MOU, including the execution of such easements and other documents as may be necessary.

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

K. 2045 Comprehensive Plan Consultant Contract – Lew Holloway, Community Development Director

Resolution #R-23-31

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SELECT A CONSULTANT TEAM TO PROVIDE PROFESSIONAL COMMUNITY PLANNING SERVICES FOR THE 2045 COMPREHENSIVE PLAN PROJECT AND DIRECT THE CITY MANAGER TO NEGOTIATE A CONTRACT WITH THE SELECTED FIRM

WHEREAS, the City of Hendersonville advertised a request for proposals for community planning services to complete the 2045 Comprehensive Plan for the City of Hendersonville and;

WHEREAS, the City included certain add-alternates to the request for proposals including the following: 1) Preparation of a Downtown Masterplan; 2) Preparation of a Comprehensive Transportation Plan; and 3) Rewrite of the City's Zoning Ordinance; and

WHEREAS, the Bolton Menk/Cole Jenest Stone team was determined, following internal review, to qualify for the interview round and further was the consensus top choice among the interview team; and

WHEREAS, the Planning Board reviewed the proposal review process and affirmed the results of the process recommending that the City Council pursue a contract with the Bolton Menk team for the completion of the 2045 Comprehensive Plan; and

WHEREAS, Staff supports the recommendation, and also recommends that 1) the initial scope of work for the contract include the Preparation of a Downtown Masterplan as part of the Comprehensive Plan scope of work, and 2) the contract includes the possibility of adding the Preparation of a Comprehensive Transportation Plan and Rewrite of the City's Zoning Ordinance to future scopes of work under the contract; and

WHEREAS, The Friends of Downtown Hendersonville have pledged \$50,000 to the City of Hendersonville in support of the Downtown Masterplan add-alternatives;

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 a contract in an amount not to exceed \$236,400 for the 2045 Comprehensive Plan community planning project with Cole Jenest Stone/Bolton and Menk on behalf of the City in consultation with the City Attorney, upon such terms and conditions as he deems appropriate, including but not limited to:
 - a. Determining the initial scope of work;
 - b. Breaking the scope of work into Phases if appropriate, and
 - c. Including, within the initial scope of work or as an amendment in the future, the ad alternates.
 - d. Amending the contract in the future to amend the scope of work or activate future phases, including the Preparation of a Comprehensive Transportation Plan and the Zoning Ordinance rewrite;

Provided, however, that the following conditions shall apply:

- a. The contract and any amendment(s) entered now or in the future shall only obligate the City to budgeted and available funds as of the date of the contract or any such amendment.
- 2. If negotiations fail, the City Manager is directed to negotiate a contract with the next most qualified firm based on the review and interview recommendations;

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

L. Resolution to Remove On-Street Parking Restrictions on North Oak Street between 9th Avenue West and 7th Avenue West – Tom Wooten, Director of Public Works

Resolution #R-23-32

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO REMOVE ON-STREET PARKING RESTRICTIONS ON NORTH OAK STREET

WHEREAS, on street parking is presently prohibited in certain areas along North Oak Street; and

WHEREAS, the City Council instructed staff to review these on-street parking restrictions along North Oak Street following a request by a resident; and,

WHEREAS, after investigating and considering many alternatives, staff recommends removing the existing parking restrictions on North Oak Street between 7th Avenue West and 9th Avenue West,

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

- 1. The existing on-street parking restrictions on North Oak Street between 7th Avenue West and 9th Avenue West are hereby removed.
- 2. Staff is requested to monitor the impacts of removing these restriction, and if there are additional issues, to bring other recommendations to City Council for consideration;

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

M. Approval of Fiscal Year 2023 Audit Contract – John Buchanan, Finance Director

Resolution #R-23-33

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SELECT MAULDIN & JENKINS AS AUDITOR FOR FISCAL YEAR 2023

WHEREAS, according to North Carolina General Statute 159-34, each unit of local government and public authority shall have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant or by an accountant certified by the Local government Commission as qualified to audit local government accounts and;

WHEREAS, according to North Carolina General Statute 159-34, the auditor should be selected by and shall report directly to the governing board; and

WHEREAS, Staff issued a Request for Proposal from qualified auditors in 2021 and recommended Mauldin & Jenkins be selected as auditor, which was authorized by Council in Resolution 21-27; and

WHEREAS, Mauldin & Jenkins satisfactorily completed the fiscal year 2021 and 2022 annual audit;

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

- 1. City Council selects Mauldin & Jenkins LLC as auditor for the fiscal year 2023 annual audit.
- City Council directs the Finance Director to submit the completed LGC-205 Contract to Audit Accounts to the Local Government Commission.
- 3. City Council authorizes the City Manager to sign the Mauldin & Jenkins LLC Engagement Letter.

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

N. Approval of Capitalization Threshold for Leases and Subscription-based Information Technology Agreements – John Buchanan, Finance Director

Resolution #R-23-34

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL APPROVING A CAPITALIZATION THRESHOLD POLICY FOR LEASES AND SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS

WHEREAS, the Governmental Accounting Standards Board (GASB) issued Statement 87 requiring lease agreements to be recognized in the City's financial statements and Statement 96 requiring subscription-based informational technology arrangements (SBITA) to be recognized in the City's financial statements;

WHEREAS, setting a reasonable capitalization threshold below which liabilities and right-of-use assets for leases and SBITAs are not recorded can reduce the time and cost of applying the guidance while not materially affecting financial reporting; and

WHEREAS, staff has reviewed guidance and analyzed relevant data and believes that a threshold of \$100,000 with respect to compliance with GASB Statements 87 & 96 is reasonable when applied to the present value of a payments for leases and SBITAs

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that: the City of Hendersonville does hereby adopt \$100,000 as the capitalization threshold for leases and subscription-based information technology agreements in compliance with GASB Statement 87 and GASB Statement 96.

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

O. April 2023 Capital/Grant Project Ordinances and Reimbursement Resolutions-

Jennifer Floyd, Budget & Management Analyst

Resolution #R-23-35

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 GROVE ST SIDEWALK DESIGN (PROJECT #21043), ORDINANCE #O-23-25 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$31,000.

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 12th day of April, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

Resolution #R-23-36

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 STORMWATER MASTER PLAN PROJECT (#G2216), ORDINANCE #O-23-24 (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 \$400,000.

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

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

Resolution #R-23-37

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 BLYTHE ST SIDEWALK DESIGN (PROJECT #21042), ORDINANCE #0-23-23 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$24,000.

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 12th day of April, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

Resolution #R-23-38

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 SULLIVAN PARK STORMWATER PROJECT (#G2129), ORDINANCE #O-23-26 (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 \$310,000.

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 12th day of April, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

Resolution #R-23-39

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 LOWER MUD CREEK STORMWATER PROJECT (#G2306), ORDINANCE #O-23-27 (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 \$3,018,165.

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 12th day of April, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

Ordinance #O-23-23

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF BLYTHE ST SIDEWALK DESIGN AND CONSTRUCTION

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

Section 1: The project authorized is a City project described as the Blythe Street Sidewalk Design project.

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

	Account Codes				Total
				Account Name	Budget
Fund	Dept.	Account	Project		
410	1014	550102	21042	Capital Outlay- Fees and Service	\$24,000

Total I Toject IIppi opilation	Total Project Appropriation	\$24,000
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Section 3: The following revenues are anticipated to be available for the project:

	Account Codes			Account Name	
Fund	Dept.	Account	Project		Total Budget
410	0000	470100	21042	Transfer In (From 010)	\$24,000

Section 4: The Finance Director is hereby directed to maintain within the General 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.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12^h day of April 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

Ordinance #O-23-24

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE STORMWATER MASTER PLAN PROJECT, #G2216

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 Stormwater Master Plan Project, #G2216.

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

	Account Codes			Account Name	Total Budget
Fund	Dept.	Account	Project		_
301	7555	519200	G2216	Contracted Services	\$400,000

Total Proje	ect Appropriation	\$400,000

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

	Account Codes			Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2216	Grant Revenue (NCDWI)	(\$400,000)

Total Project Appropriation	(\$400,000)

Section 4: The Finance Director is hereby directed to maintain within the Stormwater Fund, General 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 Stormwater Fund and 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.

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

Attest: /s/Jill Murray, City Clerk

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

Ordinance #O-23-25

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF GROVE ST SIDEWALK DESIGN

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

Section 1: The project authorized is a City project described as the Grove Street Sidewalk Design Project.

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

	Account Codes		Account Name	Total Budget	
Fund	Dept.	Account	Project		
410	1014	550102	21043	Capital Outlay- Fees and Service	\$31,000

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

Account Codes				Account Name	
Fund	Dept.	Account	Project		Total Budget
410	0000	410001	21043	Transfer In	\$31,000

Total Project Appropriation	\$31,000

Section 4: The Finance Director is hereby directed to maintain within the General 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.

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

Ordinance #O-23-26

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE SULLIVAN PARK STREAMBANK RESTORATION PROJECT, #G2129

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 Sullivan Park Streambank Restoration Project, #G2129.

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

	Acco	ount Codes		Account Name	Total Budget
Fund	Dept.	Account	Project		
467	7555	550103	G2129	Capital Outlay - CIP	\$428,000
<u> </u>			ı		

Total Project Appropriation	\$428,000
v AA A	

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

Account Codes			Account Name	Total Budget	
Fund	Dept.	Account	Project		

467	0000	470100	G2129	Transfer in (from 067, FY23)	(\$65,000)
467	0000	470100	G2129	Transfer in (from 067, FY24)	(\$53,000)
467	0000	420050	G2129	Grant Revenue (WRDG)	(\$70,000)
467	0000	420050	G2129	Grant Revenue (NC319)	(\$240,000)

Total Project Appropriation (\$428,000)

Section 4: The Finance Director is hereby directed to maintain within the Stormwater Fund, General 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 Stormwater Fund and 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.

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

P. April 2023 Budget Amendments – Adam Murr, Budget Manager

TO MAYOR & COUNCIL - April 12, 2023

FISCAL YEAR 2023

Form Number - 04122023-03

BUDGET AMENDMENT

NID	204
MI)	301
	ND

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
301-0000-420050-G2216	Grant Revenue (NCDWI)	-	400,000	-	400,000
301-7555-550102-G2216	Capital Outlay - Services and Fees	-	400,000	-	400,000
FUND 301	TOTAL REVENUES	-	400,000	-	-
FOND 301	TOTAL EXPENDITURES	-	400,000	-	-

An FY23 budget amendment reflecting the creation of a grant project ordinance (GPO) for the Stormwater Master Plan Project, #G2216. The project will be funded by \$400,000 in grant revenue from the NC Department of Water Infrastructure to complete a stormwater master plan.

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

TO MAYOR & COUNCIL - April 12, 2023

FISCAL YEAR 2023

Form Number - 04122023-04

BUDGET AMENDMENT

FUND 080

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
080-0000-470900	Fund Balance Appropriation		2,000		2,000
080-3101-532100	Grant Expense		2,000	•	2,000
FUND 080	TOTAL REVENUES	-	2,000	-	-
FOND 080	TOTAL EXPENDITURES	-	2,000	-	-

An amendment increasing Fund Balance Appropriation for the Health and Wellness Fund, also increasing Grant Expense for use on wellness initatives.

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

TO MAYOR & COUNCIL - April 12, 2023

FISCAL YEAR 2023 Form Number - 04122023-05

BUDGET AMENDMENT

FUND 010 | 410

DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
Local Sales & Use Tax	5,408,691	24,000		5,432,691
Transfer Out (to 410, #21042)	954,800	24,000	-	978,800
TOTAL REVENUES	-	24,000	-	5,432,691
TOTAL EXPENDITURES	-	24,000	-	978,800
Transfer In (from 010, FY23)	-	24,000		24,000
Capital Outlay- Fees and Services	-	24,000		24,000
TOTAL REVENUES	-	24,000	-	24,000
TOTAL EXPENDITURES	-	24,000	-	24,000
	Local Sales & Use Tax Transfer Out (to 410, #21042) TOTAL REVENUES TOTAL EXPENDITURES Transfer In (from 010, FY23) Capital Outlay- Fees and Services TOTAL REVENUES	DESCRIPTION OF ACCOUNT BUDGET	DESCRIPTION OF ACCOUNT BUDGET INCREASE	DESCRIPTION OF ACCOUNT BUDGET INCREASE

An amendment that includes a Transfer In and Increase in Capital Outlay- Fees and Services to cover DOT Match for Blythe St. sidewalk design in FY23, project #21042.

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

TO MAYOR & COUNCIL - April 12, 2023

FISCAL YEAR 2023 Form Number - 04122023-06

BUDGET AMENDMENT

FUND 010 | 410

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-410001	Local Sales & Use Tax	5,432,691	31,000	-	5,463,691
010-0000-598901	Transfer Out (to 410, #21043)	978,800	31,000	-	1,009,800
FUND 010	TOTAL REVENUES	-	31,000	-	5,463,691
FOND 010	TOTAL EXPENDITURES	-	31,000	-	1,009,800
410-0000-470100-21043	Transfer In (from 010, FY23)	-	31,000	-	31,000
410-1014-550102-21043	Capital Outlay- Fees and Services	-	31,000	-	31,000
FUND 410	TOTAL REVENUES	-	31,000	-	31,000
FUND 410	TOTAL EXPENDITURES	-	31,000	-	31,000

An amendment that includes a Transfer In and Increase in Capital Outlay- Fees and Services to cover DOT Match for Grove St. sidewalk design in FY23, project #21043.

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

TO MAYOR & COUNCIL - April 12, 2023

FISCAL YEAR 2023 Form Number - 04122023-07

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470030	Insurance Proceeds	27,150	5,255		32,405
010-1560-521001	Supplies and Materials	54,385	5,255	-	59,640
FUND 010	TOTAL REVENUES	-	5,255	-	-
FOND 010	TOTAL EXPENDITURES		5,255	-	-

An amendment reflecting the receipt of an insurance reimbursement check. Funds are to be used to increase public works supply budget.

/s/John Connet, City Manager /s/Jill Murray, City Clerk TO MAYOR & COUNCIL - April 12, 2023

FISCAL YEAR 2023 Form Number - 04122023-08

BUDGET AMENDMENT

FUND 010 | 410

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470900	Fund Balance Appropriation	1,959,090	265,529	-	2,224,619
010-0000-598901	Transfer Out	954,800	265,529	-	1,220,329
FUND 10	TOTAL REVENUES	1,959,090	265,529	-	2,224,619
(Fire Station #1)	TOTAL EXPENDITURES	954,800	265,529	-	1,220,329
410-0000-470100-19019	Transfer In (from 010)	172,079	93,450	-	265,529
410-0000-420050-19019	Grant Revenue (Stormwater)	70,000		-	70,000
410-0000-470010-19019	Bond Proceeds (2022 Installment Financing)	13,723,443	-	31,500	13,691,943
410-1002-550102-19019	Capital Outlay - Services and Fees	-		-	-
410-1002-550103-19019	Capital Outlay - CIP	13,965,522	93,450	31,500	14,027,472
FUND 410	TOTAL REVENUES	13,965,522	93,450	31,500	14,027,472
(Fire Station #1)	TOTAL EXPENDITURES	13,965,522	93,450	31,500	14,027,472
410-0000-470010-19019	Bond Proceeds (2022 Installment Financing)	652,204	-	-	652,204
410-1002-550103-19019	Capital Outlay - CIP	652,204		-	652,204
FUND 410	TOTAL REVENUES	652,204	-	-	652,204
(Temp. Fire Station)	TOTAL EXPENDITURES	652,204	-	-	652,204
410-0000-460090-21019	Contribution (Henderson County)	100,000	-	-	100,000
410-0000-460090-21019	Contribution (Other Agencies)	17,500	-	-	17,500
410-0000-470010-21019	Bond Proceeds (2022 Installment Financing)	2,126,353	31,500	-	2,157,853
410-1002-550103-21019	Capital Outlay - CIP	2,243,853	31,500	-	2,275,353
FUND 410	TOTAL REVENUES	2,243,853	31,500	-	2,275,353
(Edwards Park)	TOTAL EXPENDITURES	2,243,853	31,500	-	2,275,353
410-0000-470010-19021	Bond Proceeds (2022 Installment Financing)	1,500,000	-	-	1,500,000
410-1400-550103-19021	Capital Outlay - CIP	1,500,000	-	-	1,500,000
FUND 410	TOTAL REVENUES	1,500,000	-	-	1,500,000
(Replace HFD Ladder)	TOTAL EXPENDITURES	1,500,000	-	-	1,500,000
410-0000-470010-19020	Bond Proceeds (2022 Installment Financing)	800,000	-	-	800,000
410-1400-550103-19020	Capital Outlay - CIP	800,000	-	-	800,000
FUND 410	TOTAL REVENUES	800,000	-	-	800,000
(Replace HFD Engine)	TOTAL EXPENDITURES	800,000	-	-	800,000
2022 Installment Financing	Subtotal	18,802,000			
Other Financing Sources Sul	ototal				453,029

Total Project Revenues (19019, 19020, 19021, and 21019)	19,255,029
Total Project Appropriation (19019, 19020, 19021, and 21019)	19,255,029

A budget amendment reflecting a poriton of construction materials testing, demolition, and site preparation work being completed at Edwards Park to better fit the agreed upon contracts for the projects.

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

INCREASE 3,261,800	rm Number - (REVISED BUDGET
	DECREASE	
		BUDGET
3,261,800		
1	-	4,511,80
-	1,261,800	697,29
2,000,000	-	2,075,00
3,261,800	1,261,800	
2,000,000	-	
2,000,000	-	2,000,00
2,000,000	-	2,000,00
2,000,000	-	
2,000,000	-	
	2,000,000 000 for Council's	

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

Q. NCDOT EB-5860 (Blythe St Multi-Use Path Design Agreement Approval, City Project #21042 — Brent Detwiler, City Engineer REMOVED

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

S. Resolution Approving Parks Master Plan and Greenway Master Plan Consultant – Tom Wooten, Director of Public Works

Resolution #R-23-40

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENT WITH DESIGN WORKSHOP FOR PARKS AND GREENWAY MASTERPLAN

WHEREAS, the City Council has identified parks as a high priority and budgeted funds for the Parks and Greenway Master Plan as part of the 2024 fiscal year budget; and,

WHEREAS, the Public Works Department has solicited proposals in an effort to hire a reputable and responsible Vendor to complete the master plan. Eight proposals were submitted and evaluated. The two highest ranked firms, Design Workshop and Equinox were interviewed, and Design Workshop was selected as the vendor submitting the best proposal representing the best value for the city, that is most advantageous to the city and best meets the needs of the city considering proposed methodology and process, and other factors deemed relevant by the city; and,

WHEREAS, Staff are recommending that the Master Plan be awarded to Design Workshop; and

WHEREAS, the Public Works Department requested that the City Manager be authorized to negotiate and enter into a contract with Design Workshop;

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

- 1. Development of the Parks and Greenway Masterplan is hereby awarded to Design Workshop.
- 2. The City Manager is authorized to negotiate and enter into an agreement with Design Workshop on behalf of the City in such form and with such provisions as he may deem appropriate for the preparation of a Parks and Greenway Master Plan, after consultation with the City Attorney, in an amount not to exceed \$125,000. Such authority includes, but is not limited to dividing the Plan development into phases that will occur over more than one fiscal year. Provided however that any future phases that would cause the contract amount to exceed \$125,000 shall be contingent upon additional funding for the Plan development being approved by City Council through the adoption of, or an amendment to, the annual budget ordinance or a project ordinance.
- 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 12th day of April, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

T. Downtown Office Least Agreement – Jamie Carpenter, Downtown Manager

Resolution #R-23-41

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

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

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

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

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

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

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

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

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

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

6. PRESENTATIONS

A. Proclamation – Abuse Prevention Month & Week of the Young Child - Mayor Barbara G. Volk

Mayor Barbara G. Volk presented a proclamation recognizing Abuse Prevention Month & Week of the Young Child.

B. Earth Day Proclamation - Mayor Barbara G. Volk

Mayor Barbara G. Volk presented a proclamation recognizing Earth Day.

C. Recognition of the North Carolina Apple Festival Board as Hendersonville's, North Carolina Main Street Champions- Jamie Carpenter, Downtown Manager

Jamie presented an award to the North Carolina Apple Festival Board of Directors as Hendersonville's Main Street Champion..

D. ESB Sustainability Hero Award – *Environmental Sustainability Board*

Kelly Pahle presented Mike Huffman with the first ever ESB Sustainability Hero Award.

E. ISO Presentation – *Brian Pahle, Assistance City Manager*

Assistant City Manager Brian Pahle thanked the City Council and the public for investing in the Fire Department in the last five years. In August, 2017, we received our last ISO rating which was a three with 34/50 points. Now we have a score of five, with 42/50 points, an eight-point improvement. Some of those areas include the hiring of 15 firefighters, 3 battalion chiefs, 1 deputy chief, 1 admin assistant, 1 training officer, purchasing 4 new fire trucks, constructing fire station one and purchasing land for fire station three, a total tangible investment of over \$20 million dollars that this community has made in the fire service in the past five years so I just wanted to thank Council and John Connet for moving us forward. I also want to commend the staff, some of whom are here tonight.

Chief James Miller said great news, we've made huge strides over the last fifteen years. Fifteen years ago, we were a 5, five years ago we were a 3 and now we're amongst the very very few which is a number 1. We truly are the best of the best. I'd like to thank City Council for backing us and the water department as well, obviously water is a huge part of what we do. The insurance looks at our communications division, that's ten percent of our grade. They look at how our dispatch system works, our 911 system, 50% of the grade is the fire department, the men and women taking the calls, training classes, educating, keeping up truck maintenance etc. In the entire state of North Carolina, there are 1,295 departments and we are one of 27 that is a number one. We play bigger than we are. We're a little city playing like a big city. Out of 45,000 departments in the United States, there are 411 that are a grade one so this means a lot and we appreciate your continued support.

F. City Academy Graduates – LuAnn Welter, HR

Mayor Volk introduced the City Academy Graduates and LuAnn Welter handed out certificates and badges to the following: Tyler Morrow, Community Development, Faith Lee, Finance, Katie Sanborn, Finance Customer Service, Justin Ward, Fire, Jill Murray, Administration, Deborah Sholl, Engineering, Jennifer Case, Public Works Administration, Gary Davis, Public Works Property Maintenance.

G. North Carolina International Public Management Association – HR Award– Jennifer Harrell, HR Director

Jennifer Harrell said the City of Hendersonville and the Human Resources Department were recently recognized for their wellness program by the North Carolina International Public Management Association- Human Resources. The award was presented for excelling in Organizational Development and Leadership by introducing innovative and creative programs and achieving high standards in select categories.

The City's wellness mission is to encourage and support a culture of wellness that engages our workforce and improves the health and well-being of our employees. The program is designed to get employees active by encouraging fitness, preventive measures, education and volunteer opportunities. Jennifer presented the award to LuAnn Welter.

H. Employee Recognition—John Buchanan, Finance Director

John Buchanan said we would like to recognize Logan Hickey for receiving the Gold Star Agency Award for the contract repository he created on the City SharePoint site. The Gold Star Award is sponsored by the North Carolina Department of Administration's Procurement and Contract Division and honors procurement professionals and their agencies for outstanding public procurement in five core categories, strategic sourcing, contract management, compliance, business systems, and procurement education. This is the first year of the award program and we are grateful for the State's recognition of Logan's efforts.

I. Employee Recognition – John Buchanan, Finance Director

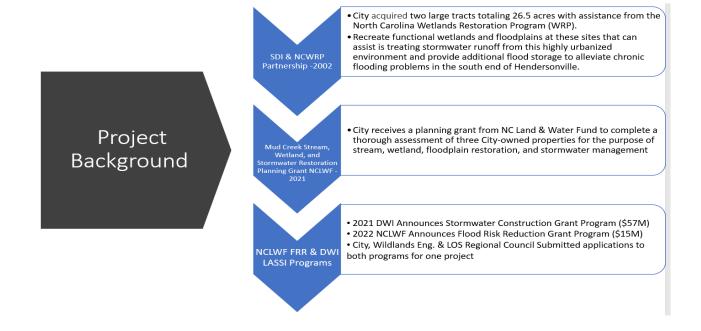
John Buchanan said we would like to recognize Jesse Ivens for earning the Certified Local Government Finance Officer certificate sponsored by the North Carolina Government Finance Association. This program is designed to enhance the public finance profession in North Carolina. Certification is achieved through a combination of professional experience, continuing educational requirements, and successful completion of four examinations in the public finance field:

- Governmental Accounting
- Financial Planning and Budgeting
- Cash Management and Investments
- Financial Management

We congratulate him on his achievement!

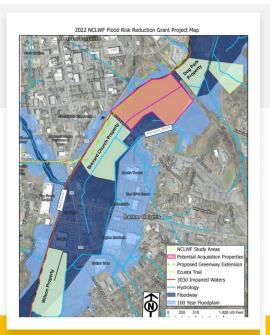
J. Presentation on Mud Creek Stormwater Grants - Mike Huffman, Stormwater Administration

Mike Huffman updated City Council on the Mud Creek Stormwater Grants.



Mud Creek Stream, Wetland, and Floodplain Restoration **Planning**

- Evaluate 2 vacant parcels, totaling 27 acres, along Mud Creek that were prioritized and preserved for the purpose of water resource restoration
- Assess whether the acquisition of additional properties would facilitate holistic solutions to water resources challenges and restoration efforts and/or enhance connectivity to existing and proposed park and greenway systems
- These vacant sites present many opportunities for restoring ecological services through floodplain reconnection, wetland restoration, stream realignment, riparian vegetation restoration, and innovative stormwater treatment



Mud Creek Project Sites





Phase 2 - Brevard Church



















Funding Opportunities

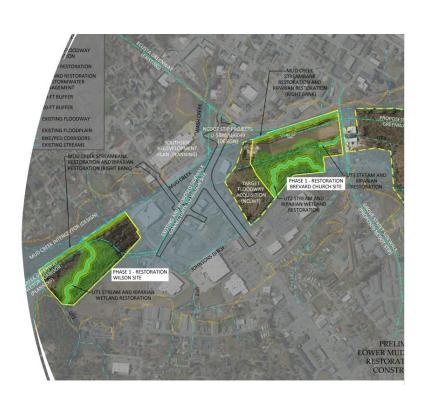
- · NC Land and Water Fund Flood Risk Reduction Program
- reduce flood risks through the design, implementation, and preservation of naturebased infrastructure
- Additional consideration given to projects delivering other ecosystem services or public benefits
- NC Division of Water Infrastructure Stormwater **Construction Grant** Program
- \$57M (\$5M/Applicant)
- Development and implementation of stormwater control measures (SCMs) for quantity and quality control purposes utilizing nature-based solutions.

Funding Results

- NC Land and Water Fund Flood Risk Reduction Program
- 3rd Highest Ranked Application
 - 19 applications received
- Awarded \$1,120,929
- NC Division of Water Infrastructure Stormwater Construction Grant Program
- Highest Scoring Application (Tied)
 - 82 applications received
- Awarded \$1,897,236

Division of Water
Infrastructure –
Stormwater Construction
Grant Overview

- Complete final design, permitting and construction activities
- 2,359 LF of first-order stream restoration
- 1,556 LF of streambank restoration along Mud Creek
- 8.5 acres of wetland restoration
- 9.2 acres of riparian floodplain restoration



DWI Construction Grant Budget

Activity	DWI Funded	City Funded	Total Cost
Engineering/Design	\$279,120	\$93,040	\$372,160
Administration	\$56,228	\$6,248	\$62,476
Construction	\$1,561,888	\$0	1,561,888
Total Project Cost	\$1,897,236	\$99,288	\$1,996,524



NCLWF Flood Risk Reduction Grant Overview

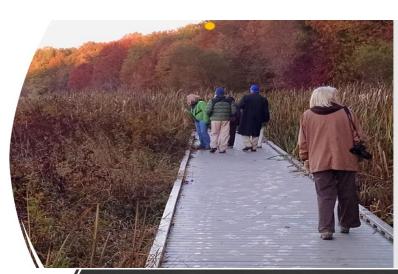
- Assessment of watershed hydrology and hydraulics
- Acquisition of 14 additional acres of Floodway/Floodplain property
- Implement ecological restoration and flood storage on the Wilson and Brevard Church sites
- Berm removal and a flood control structure on acquisition sites

NCLWF Flood Risk Reduction Grant Budget

Activity	NCLWF Funded	Matching Funds	Total Cost
Design/Permitting	\$61,982	\$372,160	\$434,142
Acquisition	\$609,100	\$10,000	\$619,100
Construction	\$359,861	\$1,561,888	\$1,921,749
Project Admin (Monitoring/Maintenance /Education)	\$89,986	\$62,476	\$152,462
Total Project Cost	\$1,120,929	\$2,006,524	\$3,127,453

Additional Project Benefits

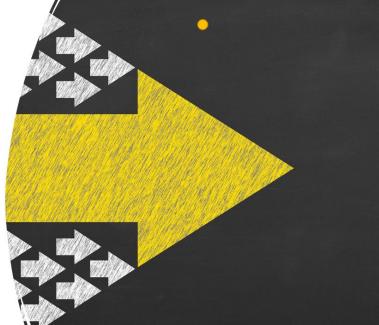
- Greenway/Open Space Connectivity
 - Above the Mud
 - Ecusta
- Public Greenspace
- Passive Recreation
- Climate Resiliency
- Environmental Education Opportunities



Future Phases

Currently assessing other grant programs for potential funding of future phases

- NC319
- NCLWF
- Water Resource Development Grant
- · Golden Leaf Flood mitigation



PUBLIC HEARINGS

A. Rezoning: Standard Rezoning-Upward Crossing Rezoning (P23-07-RZO) – *Matt Manley, AICP/Planning Manager*

Matt Manley explained that the City of Hendersonville is in receipt of an application for a Standard Rezoning from Chris Cormier of Carolina Specialties Construction [Applicant] and Satis Patel of Upward Road Hospitality [Owner]. The applicant is requesting to rezone the 1.5 acre subject property (PIN: 9588-21-9113) located at Upward Crossing Rd, from Planned Commercial Development Conditional Zoning District (PCD) to Commercial Highway Mixed Use (CHMU). If rezoned, there will not be a binding site plan, list of uses or conditions placed on the site. All permitted uses within the CHMU 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 March 9th, the Planning Board voted 7-0 to recommend approval of the petition.

The City Attorney confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 6:53 p.m.

There were no comments.

The public hearing was closed at 6:53 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: 9588-21-9113) from PCD (Planned Commercial Development Conditional Zoning District) to CHMU (Commercial Highway Mixed Use) based on the following:

- 1. The petition is found to be <u>consistent</u> with the City of Hendersonville 2030 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:
- 1. The Future Land Use designation of Regional Activity Center recommends restaurants & Community/Regional Services as primary land uses and the location of the subject property aligns with the goals and strategies of LU-9.
- 2. We [find] this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:
 - 1. The CHMU Zoning District features Design Standards
 - 2. The CHMU Zoning District permits a mix of uses including those that are consistent with the interstate-oriented development occurring in this area.
 - 3. The subject property is located in a "Priority Growth Area"

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-23-28

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL NUMBERS: 9588-21-9113 BY CHANGING THE ZONING DESIGNATION FROM PCD (PLANNED COMMERCIAL DEVELOPMENT CONDITIONAL ZONING DISTRICT) TO CHMU (COMMERCIAL HIGHWAY MIXED USE)

IN RE: Parcel Numbers: 9588-21-9113

(File # P23-07-RZO)

WHEREAS, the City is in receipt of a Zoning Map Amendment application from Chris Cormier of Carolina Specialties Construction [Applicant] and Satis Patel of Upward Road Hospitality [Owner].

WHEREAS, the Planning Board took up this application at its regular meeting on March 9th, 2023; 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 called meeting on April 12th, 2023, and

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

- Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Number: 9588-21-9113 from PCD (Planned Commercial Development Conditional Zoning District) to CHMU (Commercial Highway Mixed Use)
- 2. Any development of the parcels shall occur in accordance with the Zoning Ordinance of the City of Hendersonville, North Carolina.
- 3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 12th day of April, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

B. Rezoning: Standard Rezoning-Hillview Blvd Rezoning (P23-18-RZO) Matthew Manley, AICP/Planning Manager-REMOVED

C. Street Closure: Order to Close Portion of N. Wall Street (C23-16-SCL) – Tyler Morrow, Planner II

Tyler Morrow explained that the City has received an application from TJF Enterprises, LLC to close a portion of N. Wall Street between PIN 9568-78-7052 and PINs 9568-78-8039, 9568-78-8036, 9568-78-8044, 9568-78-8042, 9568-78-8041, and 9568-77-8957. General Statute 160A-299 outline procedures and provides the City with authority for permanently closing streets and alleys. Whenever there is a proposal to permanently close any street or public alley, the City Council shall first adopt a resolution declaring its intent to close the street or alley and shall set a date for a public hearing. This step was completed at your March 2nd, 2023 regular session of City Council. At the public hearing to be held at your April 12th 2023 regular session of City Council, any person may be heard on the question of whether the closing would be detrimental to the public interest or the property rights of any individual.

The City Attorney confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 6:57 p.m.

David Adams introduced himself as one of the managers that requested the closing and said he is happy to answer any questions.

The public hearing was closed at 6:58 p.m.

Council Member Jerry A. Smith Jr., J.D. moved that City Council adopt an order permanently closing a portion of N. Wall Street between PIN 9568-78-7052 and PINs 9568-78-8039, 9568-78-8036, 9568-78-8044, 9568-78-8042, 9568-78-8041, and 9568-77-8957 as petitioned by TJF Enterprises, LLC. A unanimous vote of the Council followed. Motion carried.

ORDER #O-23-29

ORDER TO PERMANENTLY CLOSE A PORTION OF A RIGHT-OF-WAY LYING BETWEEN PIN 9568-78-7052 AND PINS 9568-78-8039, 9568-78-8036, 9568-78-8044, 9568-78-8042, 9568-78-8041, AND 9568-77-8957

(Petition from TJF Enterprises, LLC)

NORTH CAROLINA HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

WHEREAS, North Carolina General Statue Section §160A-299 authorizes a city council to permanently close any street or public alley way within its corporate limits or area of extraterritorial jurisdiction and provides a procedure for the closing such streets or alleyways; and

WHEREAS, TJF Enterprises, LLC, owner, has petitioned the City of Hendersonville City Council to close a portion of a right-of-way that abuts property described in a deed recorded in the Henderson County Registry in Deed Book 948 at page 520, having PIN of 9568-78-7052.

WHEREAS, on March 2nd, 2023, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close a portion of this street and setting April 12th, 2023 as the date of a public hearing regarding such closure; and

WHEREAS, the aforementioned resolution has been published once a week for four successive weeks prior to the public hearing in the Hendersonville Times-News (a newspaper of general and regular circulation in Hendersonville and Henderson County) and a copy thereof has been sent by certified mail to all owners of property adjoining the street as shown on the county tax records; and

WHEREAS, notice of the closings and of the public hearing has been posted in at least two places along the streets; and

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the twelfth day of April, 2023.

NOW, THEREFORE, the City Council of the City of Hendersonville does hereby make the following findings of fact:

- 1. The closing of the street portion hereafter described are not contrary to the public interest.
- 2. No individual owning property in the vicinity of the streets or in the subdivision in which it is located would be deprived by the closing of such streets of reasonable means of ingress and egress to his property.

1. The following portions of streets are permanently closed and no longer existent as of the effective date of this order:

Being all of that real property described as "Existing 10' alley (To be Closed & maintained as 10' Utility Easement)" as shown on that plat recorded in Plat Book_____ at Page_____ of the Henderson County Registry [to be inserted at recording]

Description of a portion of N. Wall Street

to be closed under NCGS 160A-299

Beginning at the most NE corner of the

TJF Enterprises LLC property described in D.B. 948, PG. 520;

Said beginning point being located N 36°24'02" E a distance of 204.42' from a point having NCGS Gridiron "Post Office 2" coordinates of N: 587993.34 and E: 967676.32, and proceeding thence from said beginning point N 82°06'29" E a distance of 4.98' to a point; N 82°06'29" E a distance of 4.98' to a point;

thence S 07°52'22" E a distance of 95.02' to a point;

thence S 08°15'00" E a distance of 41.95' to a point;

thence S 81°41'57" W a distance of 4.68' to a point;

thence S 81°41'57" W a distance of 4.81' to a point;

thence N 08°10'52" W a distance of 137.04' to a point;

which is the point of beginning.

Having an area of 1,320 square feet, hereinafter "Closed Portion of N. Wall Street"

- 2. The City herewith reserves all right, title, and interest in and to any utility infrastructure including water, sewer, and stormwater infrastructure within the closed portion of N. Wall Street, as well as an easement over, upon, across, under and through the closed portion of N. Wall Street for the placement, construction, and maintenance of public utilities including waterlines, sewer lines, stormwater management, and underground telecommunications facilities including cables, wires, and/or conduit.
- 3. The City Clerk shall forthwith cause a certified copy of this order to be filed in the Office of the Register of Deeds of Henderson County.

This order shall take effect the 12th day of April, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

D. Annexation: Public Hearing – 7 Bridgette Loop Road (Lynnwood Cabins LLC) (C23-19-ANX) – Tyler Morrow, Planner II

Tyler Morrow explained that the City of Hendersonville has received a petition from Lynnwood Cabins LLC for contiguous annexation of PIN 9569-14-9568 located on Bridgette Loop Road and Haywood Road that is approximately 3.06 acres. On March 2nd, 2023, City Council accepted the City Clerk's Certificate of Sufficiency for the petition submitted by Lynnwood Cabins LLC and set April 12th, 2023, as the date for the public hearing.

The City Attorney confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 7:00 p.m.

There were no comments.

The public hearing was closed at 7:00 p.m.

Council Member Lyndsey Simpson moved that City Council adopt an ordinance of the City of Hendersonville to extend the Corporate Limits of the City as a contiguous annexation, to annex that property owned by Lynnwood Cabins LLC, identified as PIN 9569-14-9568, finding that the standards established by North Carolina General Statute 160A-31 have been satisfied and that the annexation is in the best interest of the City. A unanimous vote of the Council followed. Motion carried.

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO EXTEND THE CORPORATE LIMITS OF THE CITY AS A CONTIGUOUS ANNEXATION

IN RE: Petition for Contiguous Annexation

Parcel Number: 9569-14-9568

7 Bridgette Loop Road Annexation (File# C23-19-ANX)

WHEREAS, The City of Hendersonville has been petitioned by Lynnwood Cabins LLC (Diane Newman, Member Manager), pursuant to North Carolina General Statutes (NCGS) 160A-31, as amended, to annex the area described herein below; and

WHEREAS, the City Clerk has investigated and certified the sufficiency of said petition; and,

WHEREAS, a public hearing on the question of this annexation was held at 305 Williams Street (City Operations Center), Hendersonville, NC at 5:45 pm, on the 12th day of April 2023, after due notice by publication as provided by law on Sunday, March 19, 2023 and Sunday, March 26, 2023; and

WHEREAS, the City Council further finds the areas described therein meets the standards of N.C. G.S. 160A-31.

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

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

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

1: By virtue of the authority granted by N.C.G.S. 160A-31, as amended, the following described contiguous area is hereby annexed and made part of the City of Hendersonville as of the 12th day of April 2023.

Being all of that real property consisting of PIN 9569-14-9568 described in the plat recorded in Book 2023-____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9569-14-9568 being described by metes and bounds as follows:

Beginning at an existing iron pin at the southeast corner of Lot 27 of Lynnwood Subdivision, as shown on a plat filed in Plat Cabinet B, at Slide 158, in the Henderson County Registry;

Running with the existing Hendersonville city limits for the following five calls:

South 06 degrees 45 minutes 14 seconds West 11.01 feet to an existing pin;

Thence South 64 degrees 19 minutes 43 seconds East 241.17 feet to an existing iron pin;

Thence South 21 degrees 01 minutes 28 seconds West 179.75 feet to an existing iron pin;

Thence South 25 degrees 10 minutes 06 seconds West 364.83 feet to an existing iron pin along NC Highway 191 (Haywood Rd.)

Thence North 49 degrees 12 minutes 56 seconds West 79.98 feet along Haywood Road (NC 191) to an existing iron pin;

Thence, leaving Haywood Road (NC 191) and departing from the existing Hendersonville City limits, North 06 degrees 31 minutes 42 seconds East 185.36 feet to an existing iron pin;

Thence North 54 degrees 52 minutes 25 seconds West 311.62 feet to a calculated point at the corner of Lynnwood Circle (SR #1349);

Thence North 86 degree 12 minutes 56 seconds East 143.22 feet to an existing iron pin;

Thence North 22 minutes 52 degrees 12 seconds East 223.02 to an existing iron pin

Thence running South 75 degrees 49 minutes 58 seconds East 70.49 feet to an existing iron pin, the point and place of beginning, containing 3.06 acres, more or less.

- 2: Upon and after the twelfth day of April 2023, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A- 58.10, as amended.
- 3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Henderson County Board of Elections, as required by G. S. 163-288.1.

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

E. Street Closure: Order to Close Portion of Laws Avenue (C23-01-SCL) – *Tyler Morrow*, *Planner II*

Tyler Morrow explained that the City has received an application from Danny Huggins, Sara Huggins and Katheryn Enloe Writesel to close an unopened and unimproved portion of Laws Avenue between PINs 9568-18-1100, 9568-18-1372, 9568-18-3257 and 9568-18-3133. General Statute 160A-299 outlines procedures and provides the City with authority for permanently closing streets and alleys. Whenever there is a proposal to permanently close any street or public alley, the City Council shall first adopt a resolution declaring its intent to close the street or alley and shall set a date for a public hearing. This step was completed at your March 2nd, 2023 regular session of City Council. At the public hearing to be held at your April 12th, 2023 regular session of City Council, any person may be heard on the question of whether the closing would be detrimental to the public interest or the property rights of any individual.

The City Attorney confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 7:03 p.m.

There were no comments.

The public hearing was closed at 7:03 p.m.

Council Member Dr. Jennifer Hensley moved that City Council adopt an order permanently closing an unopened and unimproved portion of Laws Avenue between PINs 9568-18-1100, 9568-18-1372, 9568-18-3257 and 9568-18-3133 as petitioned by Danny Huggins, Sara Huggins and Katheryn Enloe Writesel. A unanimous vote of the Council followed. Motion carried.

ORDER #O-23-31

ORDER TO PERMANENTLY CLOSE, AN UNOPENED, UNIMPROVED PORTION OF A RIGHT-OF-WAY LYING BETWEEN PINS: 9568-18-1100, 9568-18-1372, 9568-18-3257 and 9568-18-3133

(Petition from Danny Huggins, Sara Huggins and Katheryn Enloe Writesel)

NORTH CAROLINA HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

WHEREAS, North Carolina General Statue Section §160A-299 authorizes a city council to permanently close any street or public alley way within its corporate limits or area of extraterritorial jurisdiction and provides a procedure for the closing such streets or alleyways; and

WHEREAS, Danny Huggins, Sara Huggins and Katheryn Enloe Writesel, owners, have petitioned the City of Hendersonville City Council to close a portion of unimproved right-of-way that abuts property described in a deed recorded in the Henderson County Registry in Deed Book 838 at page 55, Deed Book 1383 at page 679, Deed Book 1180 at page 721, and Deed Book 1107 at page 27 having PINs of 9568-18-1100, 9568-18-1372, 9568-18-3257 and 9568-18-3133.

WHEREAS, on February 8^{th} , 2023, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close a portion of this street and setting April 12^{th} , 2023 as the date of a public hearing regarding such closure; and

WHEREAS, the aforementioned resolution has been published once a week for four successive weeks prior to the public hearing in the Hendersonville Times-News (a newspaper of general and regular circulation in Hendersonville and Henderson County) and a copy thereof has been sent by certified mail to all owners of property adjoining the street as shown on the county tax records; and

WHEREAS, notice of the closings and of the public hearing has been posted in at least two places along the streets; and

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the twelfth day of April, 2023.

NOW, THEREFORE, the City Council of the City of Hendersonville does hereby make the following findings of fact:

1. The closing of the street portion hereafter described are not contrary to the public interest.

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3. No individual owning property in the vicinity of the streets or in the subdivision in which it is located would be deprived by the closing of such streets of reasonable means of ingress and egress to his property.

IN CONSIDERATION THEREOF, IT IS HEREBY ORDERED:

1. The following portions of streets are permanently closed and no longer existent as of the effective date of this order:

Being all of that real property described as "Unopened Portion of Laws Avenue to Be Closed" as shown on that plat recorded in Plat Book_____ at Page____ of the Henderson County Registry [to be inserted at recording]

Description of a portion of Laws Avenue

to be closed under NCGS 160A-299

Beginning on a 3/4" iron pipe, said iron pipe standing S 83°36'39" E 73.23' from the northwestern most corner of the Huggins property as described in Deed Book 838, Page 055, and continuing thence from said beginning point thus established, N 06°41'02" E 20.00' to a point, thence N 06°41'02" E 9.25' to a 3/4" iron pipe, said pipe marking the southwestern corner of the Enloe property as described in Deed Book 1388, Page 679, and continuing thence S 87°40'12" E 258.20' to a point, thence S 02°29'48" E 20.98' to a 1/2" iron pipe, thence N 87°25'58" E 124.94' to a 3/4" iron pipe, thence N 87°25'58" E 10.47' to a 1/2" iron pipe set, thence S 04°16'22" 24.84' to a point, thence S 04°16'22" 20.00' to a 1/2" iron pipe, thence S 85°45'15", passing through a 1/2" iron pipe at 67.39', a total distance of 150.00' to a 1/2" iron pipe, thence N 65°55'09" W 35.00' to a 1/2" iron pipe, thence N 65°42'22" W 41.74' to a point, thence N 83°28'54" W 182.52' to the point and place of beginning. Containing 0.37 Acres (16213 SF) and being an unopened portion of "Laws Avenue" as shown on survey by Associated Land Surveyors & Planners, PC bearing job number S-22-753, herein after "closed portion of Laws Avenue".

- 2. The City herewith reserves all right, title, and interest in and to an easement over, upon, across, under and through the closed portion of Laws Avenue for the placement, construction, and maintenance of public utilities including waterlines, sewer lines, stormwater management, and underground telecommunications facilities including cables, wires, and/or conduit.
- 4. The City Clerk shall forthwith cause a certified copy of this order to be filed in the Office of the Register of Deeds of Henderson County.

This order shall take effect the 12th day of April, 2023.

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

Counsel]; and, First Tryon Advisors [Financial Advisors].

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

Budget Manager, Adam Murr, explained that the City of Hendersonville has determined it is in the best interest of the City to contract with a bank to finance the renovations and improvements to the City Hall and City Operations Center, complete 7th Avenue Streetscape improvements/enhancements, and certain other related matters. The resolution authorizes the City Manager and Staff, Special Counsel, and Financial Advisor to negotiate financing for the projects, not to exceed \$8,000,000.00 in accordance with NCGS160A-20 and also authorizes an application to the Local Government Commission (LGC) and approval of the Financing Team: Parker Poe [Special

The City Attorney confirmed this public hearing has been advertised in accordance with North Carolina General Statutes. The public hearing was opened at 7:05 p.m.

There were no comments.

The public hearing was closed at 7:05 p.m.

Council Member Jerry Smith moved that City Council adopt the Resolution of the City council of the City of Hendersonville, North Carolina, Authorizing the Negotiation of an Installment Financing Contract and Providing for Certain Other Related Matters thereto as presented. A unanimous vote of the Council followed. Motion carried.

Resolution #R-23-42

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

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

WHEREAS, the City Council of the City (the "City Council") hereby determines that it is in the best interest of the City to (1) enter into an installment financing contract (the "Contract") with a financial institution to be determined (the "Bank") in order to pay the costs of (a) renovations and improvements to City facilities and infrastructure, including City Hall and the City Operations Center (collectively, the "2023 Projects") and (b) entering into the Contract and (2) in order to provide security for the City's obligations under the Contract, grant to the Bank a security interest under a deed of trust, security agreement and fixture filing (the "Deed of Trust") on all or a portion of the sites of the 2023 Projects and improvements thereon as may be required by the Bank;

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

WHEREAS, the City Council hereby determines that the 2023 Projects are essential to the City's proper, efficient and economic operation and to the general health and welfare of its inhabitants; that the 2023 Projects will provide an essential use and will permit the City to carry out public functions that it is authorized by law to perform; and that entering into the Contract and Deed of Trust is necessary and expedient for the City by virtue of the findings presented herein;

WHEREAS, the City Council hereby determines that such cost of the 2023 Projects exceeds the amount that can be prudently raised from currently available appropriations, unappropriated fund balances and non-voted bonds that could be issued by the City in the current fiscal year pursuant to Article V, Section 4 of the Constitution of the State;

WHEREAS, although the cost of financing the 2023 Projects pursuant to the Contract and the Deed of Trust is expected to exceed the cost of financing the 2023 Projects pursuant to a bond financing for the same undertaking, the City hereby determines that the cost of financing the 2023 Projects pursuant to the Contract and Deed of Trust and the obligations of the City thereunder are preferable to a general obligation bond financing or revenue bond financing for several reasons, including but not limited to the following: (1) the cost of a special election necessary to approve a general obligation bond financing, as required by the laws of the State, would result in the expenditure of significant funds; (2) the time required for a general obligation bond election would cause an unnecessary delay which would thereby decrease the financial benefits of the 2023 Projects; and (3) insufficient revenues are produced by the 2023 Projects so as to permit a revenue bond financing;

WHEREAS, the City Council hereby determines that the estimated cost of financing the 2023 Projects pursuant to the Contract and the Deed of Trust allows the City to finance the 2023 Projects at a favorable interest rate currently available in the financial marketplace and on terms advantageous to the City and reasonably compares with an estimate of similar costs under a bond financing for the same undertaking as a result of the findings delineated in the above preambles;

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

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

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

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

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

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

WHEREAS, a public hearing on the Contract, the Deed of Trust and the 2023 Projects, after publication of a notice with respect to such public hearing, was held on April 12, 2023 and approval of the LGC with respect to entering the Contract must be received; and

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

Section 1. Authorization to Negotiate the Contract and the Deed of Trust. That the City Manager, the Assistant City Manager and the Finance Director (the "Authorized Officers"), individually or collectively, with advice from the City Attorney, Special Counsel and the City's financial advisor, are hereby authorized and directed to negotiate on behalf of the City (1) the financing of the 2023 Projects for a principal amount of approximately \$8,000,000 under the Contract to be entered into with the Bank in accordance with the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended, and (2) the provision of a security interest under the Deed of Trust in the City's fee simple interest on all or a portion of the sites of the 2023 Projects, together with all improvements and fixtures located thereon, as may be required by the Bank providing the funds to the City under the Contract to secure the City's obligations thereunder.

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

- Section 3. Approval of the Financing Team. Parker Poe Adams & Bernstein LLP has been retained by the City to serve as special counsel and First Tryon Advisors been retained to serve as financial advisor. The Authorized Officers, with advice from the City Attorney and Special Counsel, are hereby authorized to retain the assistance of other professionals as they deem necessary and desirable to carry out the intention of this Resolution.
- Section 4. *Ratification*. All actions of the City and its officials, whether previously or hereafter taken in effectuating the proposed financing as described herein, are hereby ratified, authorized and approved.
- Section 5. *Repealer*. All motions, orders, resolutions and parts thereof in conflict herewith are hereby repealed.
 - Section 6. *Effective Date*. This Resolution is effective on the date of its adoption.

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

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

7. UNFINISHED BUSINESS

There was no unfinished business.

8. NEW BUSINESS

A. Tree Ordinance Study Committee – John Connet, City Manager

Glenn Lange spoke about tree canopy loss and the need to discuss it further. Council Member Smith added that he and Council Member Simpson have discussed it and they would like to form a study committee to look at current tree ordinances.

Council Member Lyndsey Simpson moved that City Council appoint a limited purpose committee, the Tree Ordinance Study Committee, to study and recommend ordinance provisions related to the preservation of the tree canopy within the City of Hendersonville, to consist of the following people:

Glenn Lange (Tree Board)
Mary Davis (Tree Board)
Mark Steirwalt (Staff - PW)
Lyndsey Simpson (Jerry Smith Alt.)
Virginia Tegel (ESB)
Neil Brown (Planning)
Lew Holloway (Staff - Community Dev.)
Daniel Heyman (Staff - Legal)
Steve Dozier (Business Advisory)
Susan Frady (At-large)
Caitlyn Gendusa (Staff - Sustainability)

A unanimous vote of the Council followed. Motion carried.

B. Resolution to Adopt a ten-foot Right-of-Way for Wall Street – Tom Wooten, Public Works Director

Tom Wooten explained that the City of Hendersonville has received a request from TJF Enterprises, LLC to accept a 10 foot right of way through their property, known as Wall Street, into our street maintenance program. Staff have no objections to this dedication and request that City Council adopt the attached Resolution.

Council Member Dr. Jennifer Hensley moved that the City of Hendersonville City Council to adopt the resolution accepting the Right of Way from TJF Enterprises, LLC as described and shown on the final plat. A unanimous vote of the Council followed. Motion carried.

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHROZING ACCEPTANCE OF A TEN-FOOT RIGHT OF WAY INTO THE CITY STREET SYSTEM

WHEREAS, TJF ENTERPRISES, LLC, a North Carolina limited liability company, has submitted a request to the City to accept a ten-foot right of way through their property, having PIN # 9568-78-7052; and,

WHEREAS, City Council previously closed the old road within the same parcel that was not accessible to the public and need the new ten-foot right of way for a dedicated public road; and,

WHEREAS, TJF Enterprises, LLC has approve a resolution and offered the ten-foot right of way for dedication and acceptance by the City of Hendersonville; and

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

The City of Hendersonville accept the ten-foot right of way from TJF Enterprises, LLC as presented.

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

C. City Hall/Ops Renovation Bid Approval – Brian Pahle, Assistant City Manager
Brian Pahle explained that we have bids in hand for the City Hall/Ops Renovation. A bid came in at \$4.2 million dollars and this is within our budget and this resolution would authorize the city manager to award the contract to H&M Construction and begin negotiations for a contract.

Council Member Jerry Smith moved that the 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 City Hall and Ops Renovations Project. A unanimous vote of the Council followed. Motion carried.

Resolution #R-23-44

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT WITH H&M CONSTRUCTORS FOR THE CITY HALL AND CITY OPERATIONS CENTER RENOVATIONS PROJECT

WHEREAS, the City Council approved THE CITY HALL AND CITY OPERATIONS CENTER RENOVATIONS PROJECT as part of the budget, the "Project"; and;

WHEREAS, the City Manager's Office has solicited proposals in an effort to hire a reputable and responsible vendor(s) to perform the Project; and

WHEREAS, H&M Constructors has submitted the lowest certified responsive and responsible bid in the best interest of the City, and references indicate that they are a responsible vendors, able to complete the Project within the bid or price stated, and within the time frames requested; and

WHEREAS, the City Manager's Office is recommending that the Project be awarded to H&M Constructors and the Agreement be approved; and

WHEREAS, the City Manager's Office has requested that the City Manager be authorized to negotiate and enter into a contract with H&M Constructors for a not to exceed amount;

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

- 1. The Project is awarded to H&M Constructors in the amount not to exceed \$4,221,000.00.
- The City Manager is authorized to negotiate and enter into an agreement with H&M Constructors
 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 12th day of April, 2023.

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

D. 2023 Water & Sewer Revenue Bond -Adam Murr, Budget Manager

Adam Murr explained that the City of Hendersonville has determined it is desirable to finance certain improvements related to: the Fleetwood Utility Improvement Project, the Long John Mountain Property Acquisition Project, the Church Street Sewer Project, the I-26 Utility Project, the 2023 AMI Meter Project, the North Fork Improvement Project, and the Vactor Truck Project. The not to exceed amount for the projects, plus the cost of issuance and contingency is \$9,000,000. The City is not required to hold a public hearing for revenue bond issuances.

Staff recommends the City Council adopt the resolution, drafted by Special/Bond Counsel, Parker Poe Adams & Bernstein, LLP. The resolution directs Staff and Special Counsel to negotiate financing and apply to the Local Government Commission for approval of Contracts.

Council Member Lyndsey Simpson moved that the City Council adopt the Resolution of the City Council of the City of Hendersonville, North Carolina Directing the Application to the Local Government Commission for Approval of a Water and Sewer System Revenue Bond and Certain Related Matters. A unanimous vote of the Council followed. Motion carried.

Resolution # R-23-45

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF A WATER AND SEWER SYSTEM REVENUE BOND AND CERTAIN RELATED MATTERS

WHEREAS, the City Council (the "City Council") of the City of Hendersonville, North Carolina (the "City") hereby determines that it is desirable to finance certain improvements to its water and sewer system (the "Water and Sewer System");

WHEREAS, the City Council is considering the issuance of a not to exceed \$9,000,000 Water and Sewer System Revenue Bond, Series 2023 (the "2023 Bond") to (1) finance improvements to the City's water and sewer system, including, without limitation, (a) the replacement, improvement and maintenance of water and sewer mains, pipes and pump stations, (b) the replacement and installation of water meters, (c) improvements to a water intake reservoir, (d) payments to the North Carolina Department of Transportation related to the adjustment, relocation and improvements of certain city-owned water and sewer lines completed by the North Carolina Department of Transportation and (e) the acquisition of equipment (collectively, the "2023 Projects") and (2) pay the costs of issuing the 2023 Bond; and

WHEREAS, the City has retained (A) Parker Poe Adams & Bernstein LLP, as bond counsel for the 2023 Bond, (B) First Tryon Advisors, as financial advisor for the 2023 Bond and (C) The Bank of New York Mellon Trust Company, N.A., as trustee for the 2023 Bond and (D) Stantec Inc., as feasibility consultant (collectively, the "Financing Team"); and

WHEREAS, on approval by the Local Government Commission of North Carolina (the "Commission") of the City's application for the 2023 Bond, the Commission will sell the 2023 Bond on behalf of the City to a financial institution to be selected by the City through a request for proposal process (the "Lender");

WHEREAS, the City Council wants the Finance Director of the City to file with the Commission an application for its approval of the 2023 Bond, on a form prescribed by the Commission, and (1) request in such application that the Commission approve (A) the negotiation of the sale of the 2023 Bond to the Lender, (B) the City's use of the Financing Team in connection with the issuance of the 2023 Bond; and (2) state in such application such facts and to attach thereto such exhibits in regard to the 2023 Bond and to the City and its financial condition, as may be required by the Commission, and to take all other action necessary to the issuance of the 2023 Bond.

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

- **Section 1.** That the 2023 Bond is to be issued by the City in an aggregate principal amount not to exceed \$9,000,000 for the purpose of providing funds to (1) finance the 2023 Projects and (2) pay the costs of issuing the 2023 Bond, all as will be set out in the documents attached to the City's application to the Commission. The 2023 Projects are necessary to meet the needs of the users of the Water and Sewer System and to assure that the Water and Sewer System remains in full compliance with all state and federal requirements for the provision of water and sewer services.
- **Section 2.** That the City Manager, the Assistant City Manager and the Finance Director, with advice from the City's financial advisor and bond counsel, is hereby authorized and directed to select the Lender through the request for proposal process.
- **Section 3.** That the Financing Team is hereby approved in connection with the issuance by the City of the 2023 Bond, and the Mayor, the City Manager, the Assistant City Manager and the Finance Director, in consultation with the Commission, are each hereby authorized to retain other persons or organizations as may be necessary and appropriate to carry out the intention of this Resolution.
- **Section 4.** That the Finance Director of the City with advice from the City Manager, the Assistant City Manager, the City Attorney, the financial advisor and bond counsel, is hereby authorized, directed and designated to file

an application with the Local Government Commission of North Carolina for its approval of the issuance of the 2023 Bond.

Section 5. That the City Council finds and determines and asks the Commission to find and determine from the City's application and supporting documentation:

- (a) that the issuance of the 2023 Bond is necessary or expedient;
- (b) that the not to exceed stated principal amount of the 2023 Bond will be sufficient but is not excessive, when added to other money available to the Water and Sewer System, to finance the 2023 Projects;
- (c) that the Water and Sewer System as now constituted, and as it will be constituted after the completion of the 2023 Projects, is feasible;
- (d) that the City's debt management procedure and policies are good; and
- (e) that the 2023 Bond can be marketed at a reasonable interest cost to the City.

Section 6. That the City Council requests that the Commission sell the 2023 Bond through negotiation to the Lender on such terms as may be agreed on but at an interest rate not exceeding 5.50%.

Section 7. That the Mayor, the City Manager, the Assistant City Manager, the City Attorney, the Finance Director and the City Clerk, as their respective designees, individually or collectively, are each hereby authorized to do any and all other things necessary to complete the steps necessary for the authorization and sale of the 2023 Bond.

Section 8. That this Resolution is effective on the date of its adoption.

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

/s/Barbara G. Volk, Mayor Attest: /s/Jill Murray, City Clerk

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

9. CITY COUNCIL COMMENTS

Council Member Lyndsey Simpson reminded everyone that Hendo Earth Fest is on April 22nd from 10-3 downtown. Also, I am excited to say that the Kiwanis Splash Pad Project was awarded another \$50,000 from the TDA Grant Program so that project is slowly picking up steam and I am really excited to see where this goes and hopefully we can schedule a ground-breaking soon.

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

City Manager Connet said your cash and investment report is attached to your agenda and I want to congratulate City Council on conducting a large amount of business tonight.

12. CLOSED SESSION

A. Closed Session – John Connet, City Manager

At 7:26 p.m. Council Member Lyndsey Simpson moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) and (6) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, And the public body and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee. A unanimous vote of the Council followed. Motion carried.

At 7:32 p.m. Council Member Lyndsey Simpson moved that City Council return to open session. A unanimous vote of the Council followed. Motion carried.

13. ADJOURN

There	being no	further	business,	the meeting	was	adjourned	at 7:32	p.m.	upon	unanimous	assent	of
the Co	ouncil.											

Barbara G. V	olk, Mayor
	0111, 1·141 <i>j</i> 01

Jill Murray, City Clerk



MINUTES

April 26, 2023

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

<u>Present:</u> Mayor Barbara G. Volk, Mayor Pro Tem Lyndsey Simpson and Council Members:

Dr. Jennifer Hensley, Debbie O'Neal-Roundtree and Jerry A. Smith Jr., J.D.

Staff Present: City Manager John F. Connet, Assistant City Manager Brian Pahle, City Clerk Jill Murray, City

Attorney Angela Beeker, Communications Manager Allison Justus, Budget Manager Adam

Murr and others.

1. CALL TO ORDER

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

2. CONSIDERATION OF AGENDA

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

3. CONSENT AGENDA

- A. 2023 Water and Sewer Revenue Bond Adam Murr, Budget Manager
- **B.** 2023 Installment Financing Contract (IFC) Adam Murr, Budget Manager
- C. Henderson County Tax Adjustments Amanda Lofton, Deputy Tax Collector

Council Member Dr. Jennifer Hensley moved to approve the consent agenda as presented. A unanimous vote of the Council followed. Motion carried..

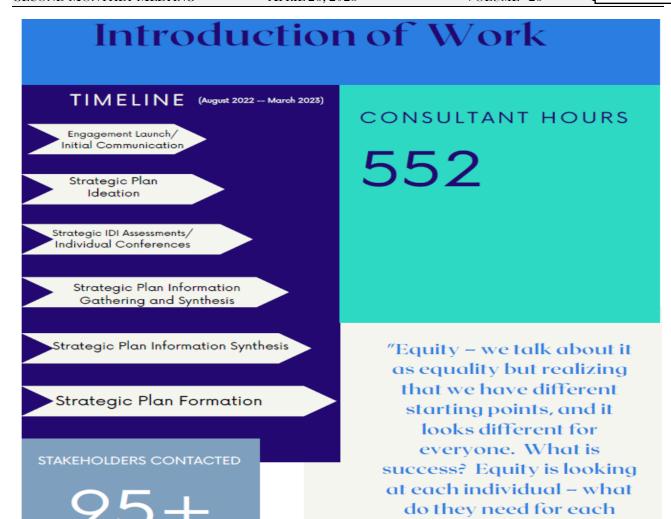
4. PRESENTATIONS

A. Presentation of Diversity, Equity & Inclusion Strategic Plan - Bahiyyah Greer, Ahkirah Consulting

City Manager Connet said Ahkirah Consulting has competed the draft Diversity, Equity, and Inclusion Strategic Plan and Bahiyyah Greer is here to present it to City Council.

person to succeed."

 HENDERSONVILLE COMMUNITY MEMBER, October 2022



Community Listening Sessions

These sessions were personal community conversations aimed to amplify and support the experiences and identities of Hendersonville community-members. Sessions and content questions were framed to capture the experiences and sentiments of Hendersonville community members who held various identities.

IDENTITIES	THEMES RAISED			
LATINX	 store owners need cultural sensitivity, especially Uptown invest in those who have been traditionally marginalized 	 care and community safety are important outreach is important 		
FAITH/RELIGIOUS	 Hendersonville is more political than religious a quality standard of living is important. 	 MLK day is the only time different religious groups come together religious affiliation is oftentimes conflated with political affiliation 		
AFRICAN- AMERICAN	 Hendersonville needs more organizations that represent people of color opportunities for children to express themselves/afterschool programs 	 affordable housing, and equal job opportunity for all citizens community gentrification recognition of implicit bias by city administration, teachers, etc. 		
LGBTQ	 recognition and acknowledgement is difficult physical/social safety is a consistent concern 	 unsure if Hendersonville is ready to accept all people inclusivity, fairness, equal treatment and justice for all people 		

DEI Environmental Survey

An environmental audit that allowed **City of Hendersonville Administrative Departments** to provide information and perspectives on each Department's programmatic practices, cultural perspectives, organizational support and other human considerations.

Survey Category:

Work Environment

Pick three words to describe the BEST THING about your work environment.

WORST THING about your work environment.

Pick three words to describe the

Key Findings

Key Findings

Words like "positive environment", a "good team", "flexibility" and "openness" were most often used.

Interpersonal problems and work conditions were the most common responses, along with stress and dullness of the work.

Key Summary

Key Findings

In my humble opinion, this is more

important in my work environment..

Hendersonville employees
value positivity and openness
at work. Unsurprisingly, the
biggest concern is the
interpersonal problems that
can break up their good team
dynamics. Emphasis is on
hearing everyone's
perspective over harmony.

The order of rankings from most important to least important:

Everyone's perspective is heard >

Everyone's needs are met >

Everyone "gets along" in workplace harmony

DEI Environmental Survey

An environmental audit that allowed **City of Hendersonville Administrative Departments** to provide information and perspectives on each Department's programmatic practices, cultural perspectives, organizational support and other human considerations.

Survey Category:

Work Culture

Can you pick three words to describe the office/department culture you experienced when you FIRST started your role?

How would you describe your CURRENT office/department culture?

Key Findings

Key Findings

By far the most common response was "positive environment," followed by "negative environment" and "apprehension".

Encouragingly, "a positive environment" was an even more common descriptor of the current culture, and "growth" increased as well.

If you were trying to hire a person with the right "cultural fit" for your

office/department, what kind of

person would they be?

Key Summary

Key Findings

Again, city employees clearly value a positive work environment, and colleagues that bring a positive attitude to work. More people cite positive culture as a characteristic of work culture now than when they started. When conflict arises, it's not likely to be swept under the rug. The risk is that conflict won't resolve because of serial conflicts and cross-complaints. Conflict is less likely to be based on previous disagreements, differing values or ego than on differences of opinion and differences in problem solving approaches.

City employees think new colleagues will fit in if they're "motivated", "competent", "open", and "have a positive attitude".

Abkin

DEI Environmental Survey

An environmental audit that allowed **City of Hendersonville Administrative Departments** to provide information and perspectives on each Department's programmatic practices, cultural perspectives, organizational support and other human considerations.

Survey Category: Work Relationships

I work in an environment where everyone shares hardships and successes in the same way.

Key Findings

Several respondents disagreed with this statement, and the answers clustered around the low end of the agreement part of the scale.

Key Summary

Although not a prerequisite, a prior relationship with a city employee is an extremely common position for job applicants, as over half of respondents knew at least one city employee at time of hire. Employees overall agree that others care about them and are understanding of errors, mistakes, and differences of opinion. There's slightly less agreement with the notion that everyone shares hardships and successes the same way.

I work in an environment where differences of opinion are valued and welcomed.

Key Findings

All respondents reported at least some level of agreement that differences of opinion are valued in their environment.

BEFORE accepting your current position, about how many people did you know who worked for the City of Hendersonville?

Key Findings

More than half of respondents knew at least one city employee before being hired. The second most common response acknowledged knowing "ten or more" people before being hired.

DEI Environmental Survey

An environmental audit that allowed **City of Hendersonville Administrative Departments** to provide information and perspectives on each Department's programmatic practices, cultural perspectives, organizational support and other human considerations.

Survey Category:

5r

On a ten-star scale, to what degree have you received the TRAINING needed to perform your job well? To be conservative, 1-4 is Low, 5-8 is Medium, 9-10 is High.

Key Findings

Only one respondent rated training support as "low" (with a 4 out of 10). The majority of respondents cited medium support, and over a third found a high-level of training support.

Work Support

On a ten-heart scale, to what degree have you received the COUNSELING and COACHING needed to perform your job well? To be conservative, 1-4 is Low, 5-8 is Medium, 9-10 is High.

Key Findings

Again, just over a third of respondents scored coaching support as high, but about a fifth of employees said there is a low degree of the counseling and coaching they need to perform their job well.

Key Summary

Job training is a strength in city government, with the vast majority of respondents citing a medium or high degree of training support. Counseling or coaching is a potential area of improvement, with many respondents citing a low degree of the coaching they need to perform well.

DEI Environmental Survey

An environmental audit that allowed **City of Hendersonville Administrative Departments** to provide information and perspectives on each Department's programmatic practices, cultural perspectives, organizational support and other human considerations.

Survey Category: Public Engagement

Do you think that most city residents understand the specific challenges faced by your office/department?

If a city resident wished to meet with you today IN-PERSON, how many people would that resident first need to communicate with before a face-to-face meeting was held?

Key Findings

Almost no respondent believes that city residents understand the specific challenges faced by their office or department.

Key Findings

The vast majority of employees are accessible directly or with a single intermediary step. Only a few require two people as intermediaries before an in-person meeting.

Key Summary

There is a low level of visibility for residents to see many city employees' work. Unsurprisingly then, employees feel that residents don't know much about what they do, and still less about their struggles and difficulties. On a positive note, respondents note a high-level of proximity, as city employees are fairly accessible to residents fairly quickly.

If a city resident wished to meet with you this week IN-PERSON, how much time would it take before a face-to-face meeting was held?

Key Findings

About a third of employees are accessible within a day, another third within two days, and everyone within four days.

DEI Change/Growth Questionnaire

A conversation-based analysis that allowed **City of Hendersonville Administrative Departments** to identify internal and external factors which influence and effect departmental performance. This questionnaire was used as an analysis tool to assist The City of Hendersonville with establishing DEI metrics and the Strategic Plan.

Questionnaire Category: Strengths and Achievements

Please share one thing that your department does very well.

What advantages does your department have?

Key Findings

Customer Service and Teamwork stand out. Respondents take pride in their department's commitment to helping and serving others.

Key Findings

The overwhelming theme more than three quarters of respondents identified was that people are the big advantage their department has. Creativity, skill, and experience were all identified as strengths.

Key Summary

City employees are proud to provide high quality services to constituents. They believe people are the City's greatest strength, citing their competence, teamwork, creativity, and responsiveness.

Above all, they seek to help and serve others.

What do city residents say that your department does well?

Key Findings

A few departments don't know what city residents would say they do well, but most emphasize communication, responsiveness, and service.

60

DEI Change/Growth Questionnaire

A conversation-based analysis that allowed **City of Hendersonville Administrative Departments** to identify internal and external factors which influence and effect departmental performance. This questionnaire was used as an analysis tool to assist The City of Hendersonville with establishing DEI metrics and the Strategic Plan

Questionnaire Category:

What do city residents say that your department does not do well?

Key Findings

Some residents complain about service provision, particularly speed of service. The most common theme was communication, both hearing from the community and communicating quickly with others. It is possibly concerning to see a few "unknown" responses.

Key Summary

Residents want better, faster service. A key area of improvement is handling information better, from documentation of institutional knowledge to better communication. Breaking down silos will help. The common thread throughout: more staffing.

Current Weaknesses

If a resident did complain about your department's service, what would they likely say?

Key Findings

Residents are most likely to complain about poor communication (didn't hear, no follow up) or service issues, especially speed of service.

If you could take a moment and reflect. What *obstacles* are currently faced by your department?

Key Findings

Staffing (and to a lesser extent budget) are the key obstacles faced by stakeholders. Difficulty working across silos is presenting an obstacle to some.

6b

DEI Change/Growth Questionnaire

A conversation-based analysis that allowed **City of Hendersonville Administrative Departments** to identify internal and external factors which influence and effect departmental performance. This questionnaire was used as an analysis tool to assist The City of Hendersonville with establishing DEI metrics and the Strategic

Questionnaire Category: Opportunities and Areas for Improvement

In what areas do you feel your department could use additional training?

Key Findings

A common theme was People Skills like dealing with inclusion, conflict, change, and stress. The most common was Leadership and Management Training.

Key Summary

Some departments report opportunities to provide more and better service with increased staffing. Current staff will benefit from additional training, especially in leadership and people skills. Extra productivity can be unlocked with streamlined processes and communication.

Is there a need within your department that no one is meeting?

Key Findings

Staffing is the leading need, including training existing staff, followed by outreach. On a positive note, it's nice to see a number of "No" or "Not Sure" answers.

How have you noticed your department changing over the years?

Key Findings

By far the most common theme is growing staff to meet growing needs of a growing population.
Some departments have steady or increased workloads with reported staffing shortfalls.

DEI Change/Growth Questionnaire

A conversation-based analysis that allowed **City of Hendersonville Administrative Departments** to identify internal and external factors which influence and effect departmental performance. This questionnaire was used as an analysis tool to assist The City of Hendersonville with establishing DEI metrics and the Strategic

Questionnaire Category:

What do you think may cause your department problems in the future?

Key Findings

Staffing and budget top the list of potential future problem areas. Several respondents indicate concerns about growth beyond capacity, while others are concerned about retention.

Key Summary

A growing population with growing needs have some worried about service quality, budget, staffing, and employee retention. Regulatory demands are an increasing burden in some areas. Technological change may leave some employees behind and hamper department effectiveness.

Potential Threats

Are there any changes to departmental standards, policies, or legislation that may negatively impact your department?

Key Findings

About half of respondents did not identify a change to standards, policies, or regulations with negative impacts. Three respondents mentioned external state, federal, or other regulations and standards. Two mentioned internal practices they'd like to streamline.

Are there any technological changes in your field that could threaten your department's success?

Key Findings

About half of respondents did not identify any threat from technological changes. Others mentioned the need for training and adapting to keep up.

6d

<u>Administration</u>

Hiring

A panel led by the City Manager conducts interviews

HR and the individual supervisor onboard employees

Referrals come from City Council members and other word-of-mouth

Marketing

Administration has no specific marketing policy. Rather, it defers to the city policy, and communicates through the communications team. Information goes out through social media, website, press releases, and newspapers as needed, at least weekly.

Guide to Interpersonal Interactions

HR Personnel Policy guides interactions in the City Manager's Office

HR created this document and it can be found online

EVERYONE is beholden to this document

Conflict Resolution



01 Supervisors attempt solution

02 City Manager and department heads

Take it to HR; utilize Employee Network

Complaint Resolution



Complaints are addressed in kind

City Manager or Department responds directly





Personnel policies are available online

For Further Consideration

Are there any opportunities missed by not having a formal complaint process?

What are other avenues of recruitment besides City Council and employee referrals?

Section 5, Item A.

Water & Sewer

liring

The Utility Director does the hiring for Water & Sewer

Depending on position, HR does the onboarding

Referrals come from word-of-mouth



Marketing

Water & Sewer has no specific marketing policy or established schedule for disseminating information. The Department communicates with residents through HR as issues arise or policies change.

Guide to Interpersonal Interactions

HR Personnel Policy guides Water & Sewer interpersonal interactions

HR created this document and it can be found

EVERYONE is beholden to this document

Conflict Resolution



01 Informal Resolution is preferred

02

Escalate according to Personnel Policy

Complaint Resolution



Complaints are assigned to management

The operations manager responds in-kind





Accountability structure is on website, though could be clearer

For Further Consideration

How is Informal conflict resolution taught, modeled, and managed?

What are other avenues of recruitment besides word-of-mouth referrals?

Communications

Hiring

Department Manager alongside HR hries employees

The Department Manager onboard employees

All referrals are directed to the City's website (Join Our Team page)

Marketing

The department utilizes Facebook profanity filters and has a social media policy currently being updated in consultation with Legal Counsel. Communications engages on many social platforms and apps regularly and issues traditional press releases.

Guide to Interpersonal Interactions

Guidance comes from HR (including internal Grievance Policy)

HR created this document and it can be found online or accessed internally

EVERYONE is beholden to this document

Conflict Resolution



Mana Mana

Manager attempts solution

02

Transfer to HR Department

*

note: this is a two-person Departmen

Complaint Resolution



Not all complaints need to be addressed

Communications responds to or refers service queries and other particular issues





Policies are available online

For Further Consideration

How will the marketing company be replaced? In-house? New vendor?

Are there communities underserved by the high-tech communications (social media, apps, etc)?

Police

Hiring

Hiring is collaboration between HR and PD

Onboarding is handled by HR: all. PD: officers. Ms. Justus: civilians.

Referrals come from word-of-mouth, trade magazines, other departments



Marketing

Hendersonville PD has no specific marketing policy or established schedule for disseminating information. Communications handles PD marketing through HPD app, Facebook, and the website. Information is disseminated as needed.

Guide to Interpersonal Interactions

General Orders are created by police chiefs and updated by the current chief These policies are available on city and PD

EVERYONE is beholden to this document, with specific rules for different types of employees

Conflict Resolution



01 Attempt one-on-one resolution

02 Supervisor gets involved

Take it to HR; utilize counseling

Complaint Resolution



There is a formal complaint process

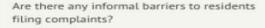
Support Services Bureau Captain responds directly





Policies are communicated online and in the Citizen's Advisory Group

For Further Consideration



How does Hendersonville PD present a positive public image as part of outreach and recruitment?

Finance

Hiring

A finance supervisor does their own hiring

The Finance Department onboards new employees with HR help

Referrals come from word-of-mouth and official postings

Marketing

Finance has no specific marketing policy or established schedule for disseminating information. The Department communicates with residents through the website and other means as needed, at least quarterly.

Guide to Interpersonal Interactions

HR Personnel Policy guides interactions among Finance employees

HR created this document and it can be found online

EVERYONE is beholden to this document

Conflict Resolution



01 Supervisors attempt solution

02 City Manager and department heads

Take it to HR; utilize Employee Network

Complaint Resolution



Finance attempts sameday complaint response

Supervisor responds directly, and might escalate to City Manager or City Council





Policies are available

For Further Consideration

How might the supervisor benefit from more direct collaboration in hiring?

What are other avenues of recruitment besides word-of-mouth and official announcements?

Planning

Hiring

A panel of leaders and an HR representative hire in Planning

Onboarding is conducted by HR, including New Hire Day

Referrals are informal from City employees, sometimes internal first



Marketing

The Department has no specific marketing policy. Downtown markets events through radio, social media, email, and in-person outreach. Planning uses a listsery as well.

Guide to Interpersonal Interactions

HR Personnel Policy guides interactions in Planning

HR created this document and it can be found online

EVERYONE is beholden to this document

Conflict Resolution



01 Attempt to make relationship work

02 Take it to the department head

Involve HR

Complaint Resolution



Complaints are addressed in kind or through code enforcement process

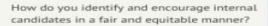
Responsible employee responds accordingly





Policies are available online (FAQ) and by request

For Further Consideration



O

How will you get resident and developer buy-in for your new vision and mission?

Fire Department

Hiring

Joint effort between HR and Fire Department Administration

HR and Fire Department
Administration onboard employees

Referrals come from postings, word of mouth, conferences, and social media

Marketing

The department has no specific marketing policy. Rather, it defers to the city policy, and communicates through the communications team. The emphasis is on Facebook and flyers to share events and Fire Prevention Messages as needed, at least monthly.

Guide to Interpersonal Interactions

The Administrative Chain of Command is maintained by the Deputy Chief It can be found online and in print at each station

EVERYONE is beholden to this document

Conflict Resolution



01 One-on-One Conversation

02 Involve Department Supervisor

If all else fails, take it to HR

W

Complaint Resolution



Complaints are addressed within one week

Fire Marshall or Deputy Chief responds directly





Department vision, mission and values are online

For Further Consideration

How to communicate about policies, personnel, and decision-making online

How to ensure as diverse a pool of applicants as possible in networking, wordof-mouth, and at conferences

Engineering

Hiring

A panel of four department leaders conduct interviews and hire

The Engineering Department onboards new employees

Referrals come from word-of-mouth, trade magazines, other departments



Marketing

Engineering has no specific marketing policy or established schedule for disseminating information. The Department communicates with residents via phone, email, and the website.

Guide to Interpersonal Interactions

HR Personnel Policy guides interactions in the Engineering Department

HR created this document and it can be found

EVERYONE is beholden to this document

Conflict Resolution



Section 5, Item A.

Start one-on-one

Involve department supervisors and/or...

03 Take it to HR

Complaint Resolution



Complaints are addressed in kind after info collection

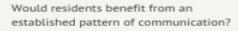
Engineering responds through Service Excellence Committee or Communications team





Personnel policies are available upon request

For Further Consideration



Are there stable, commonly-requested policies that could be published?

Public Works

Hiring

Department leaders and HR hire

Onboarding proceeds from HR to job-specific onboarding

Referrals come from Public Works and other City staff

Marketing

Public Works has no specific marketing policy or established schedule for disseminating information. The Department communicates with residents through the Public Information Officer, utilizing social media, press releases, and the website.

HR Personnel Policy guides interactions in Public Works

HR created this document with department input. It can be found online

EVERYONE is beholden to this document

Conflict Resolution 🔟



Starts with crew leader

Supervisor and possibly superintendent

Department Head gets involved

Complaint Resolution



Complaints are addressed in timely fashion

Responsible staff are assigned specific complaints





Policies and updates are available on website, RAVE, and by request

For Further Consideration

What have you learned about hiring as you've collaborated with HR? Would other departments benefit from those leassons?

What are other avenues of recruitment besides City Council and employee referrals?

Human Resources

Hiring

Jessica Pomerleau, Retention Officer, does the hiring

Ms. Pomerleau and other department personnel onboard

Referrals come primarily from wordof-mouth



Marketing

Neither the City nor the Human Resources Department have a stated marketing policy. Marketing is handled by a consultant company in Greenville. HR disseminates information as needed, and advertises jobs widely in diverse venues

Guide to Interpersonal Interactions

HR Personnel Policy guides interactions in the City Manager's Office

HR created this document and it can be found online

EVERYONE is beholden to this document

Conflict Resolution



01 Resolve through open dialogue

02

Continue following grievance policy

*

Note: this is HR, so no escalation to HR

(d)

Complaint Resolution



No complaints on radar at this time

HR responds directly and appropriately





Policies are available online

For Further Consideration

Are there opportunities for recruiting and partnership with Historically Black Colleges and Universities and other Minority-Serving Institutions?

Absent complaints, how can HR proactively identify opportunities to improve?

Procedural focus on diversity, equity and inclusion

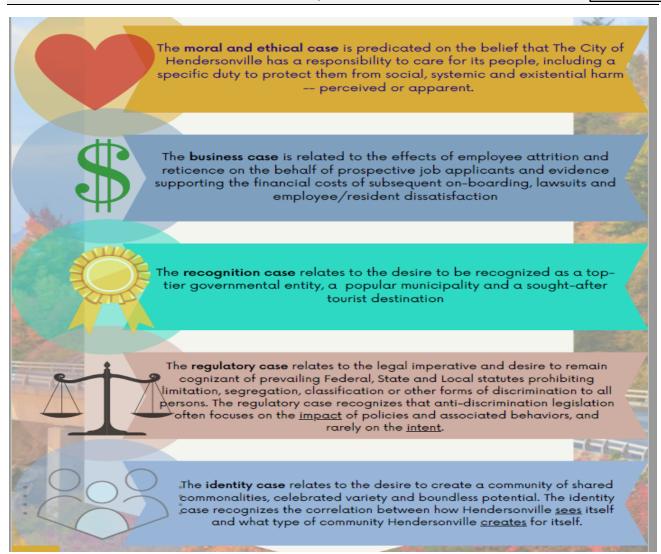
Considerations for why a procedural focus on diversity, equity and inclusion is important for The City of Hendersonville

For The City of Hendersonville, overarching government priorities include maintaining responsiveness to expanded growth and changing demographics, budgetary challenges to increased hiring, the creation of clear and efficient processes for resident-impacted mandates, and bolstering community outreach and engagement

There is extensive indication from the information provided in the preceding section that procedures and policies which support diversity, inclusion and equity-based perspectives intersect with each of these overarching government priorities.

Accordingly, AHKIRAH Legal and Diversity Consultants has identified several top DEI organizational priorities as determined by detailed assessments of leadership perspectives and department summaries.

These priorities can also be broken down into five key categories, which we have articulated as the moral and ethical case, the business case, the recognition case, regulatory case, and the identity case



Accountability

How are residents made aware of the accountability structure and decisionmaking of your department?

website	phone 2	email 1
unsure 3	verbal 1	
	in-person 1	

Recommended scope and objectives for diversity, equity and inclusion efforts

Consideration should be given to the steps required to locate information on departmental websites. Is the information accessible with minimal website exploration? Does the website information rely heavily on written English text instead of virual imagent (income pictures etc.) to direct users?

of visual imagery (icons, pictures, etc.) to direct users?

For departments that have no formal structure to inform residents on accountability and decision-making within the department, consider creation of visual organizational charts and prominently feature them in departmental messaging

For all forms of verbal communication, consider interoffice practices that inforr
residents of an employee's title (and role), and explain the responsibility that
employee has to address a particular issue/question/grievance.

Inclusion

Equity

 Consideration should be given to expand departmental communication beyond written and spoken American English.



17c

How does your department communicate information to city residents? What platform(s) do you use? (List as many as you like.)



Recommended scope and objectives for diversity, equity and inclusion efforts

For Social Media communication, consider prioritizing the use of imagery that showcases various presenting identities, abilities and statuses (diverse ages, races

Equity

For website communication, consideration should be given to the steps required to locate information on departmental websites. Is the information accessible with minimal website exploration? Does the website information rely heavily on written English text instead of visual imagery (icons, pictures, etc.) to direct users?

For all forms of communication, consider the identities, values and needs of the

Diversity

residents who engage with the department on each platform. Look for indications of homogeneity and groupthink within respondent populations. Examine ways to reframe messaging or platform to engage with currently unengaged residents.



Complaint **Process**

What process does your office follow to receive and respond to resident complaints?



Recommended scope and objectives for diversity, equity and inclusion efforts

Diversity

• Regarding ad hoc and other informal processes to receive resident complaints, consider creating a formalized system to receive, track, manage and store resident complaints. Before a response is provided, check for affinity bias (the tendency to favor people who share similar interests, backgrounds, and experiences with us), attribution bias (perceptual errors that lead to biased interpretations of one's social world) or confirmation bias (the tendency to pay attention to information that confirms an individual's beliefs) in how the complaint is received and recorded.

Regarding responses to resident complaints, responses made directly from departmental leadership is commendable if consideration of power and privilege dynamics are acknowledged within the communication. Acknowledgement of leadership's ability to wield force, authority, or influence over any resident response or resolution, and the impact that has on how a response is received, should be top of mind.

Diversity



If I worked with you in your department, and I really didn't get along with you, what's the easiest way to deal with our conflict?

- Supervisor then HR
- One-on-one then supervisor then HR
- Supervisor
- HR
- Informal



Recommended scope and objectives for diversity, equity and inclusion efforts

Equity

Regarding interdepartmental conflict, it is important to consider and understand that cognitive bias is the basis for most conflict. Cognitive bias is a condition in which humans make a systematic error in judgment due to their failure to interpret information correctly. It is an error in reasoning that occurs when an individual misinterprets information about the world (and people) around them. This significantly influences their decision-making abilities and perceived options for resolution.

When attempting to resolve a conflict, consider the pervasiveness of actor-observer bias, which is a type of cognitive bias which involves understanding the difference between how we explain other's actions and how we explain our own actions.

When attempting to resolve inter-departmental conflicts, consider the pervasiveness of the false consensus effect, which is a tendency to overestimate how much other people agree with one's own beliefs, attitudes or values.

Inclusion



Department 50.00% ar 10.00%

Departmental mission, vision, values

Does your department have any documentation related to its purpose, mission, vision or core values?

logos 5	general images ²	event flyers
What kind of imagery and language are used in communication to city		
residents?	no images ²	photos 1

Recommended scope and objectives for diversity, equity and inclusion efforts

Diversity

Regarding established and codified purpose, mission, vision and value statements for each department, consider framing each statement to acknowledge and support underrepresented groups the department is committed to serving.

Diversity

Each statement should acknowledge underrepresented populations both within the department (employees) and externally (the Hendersonville community). Every department will have a different mix of groups depending on its level of community engagement, particular specialty/service, and goals.

Inclusion

Regarding the use of imagery in photo, flyer and general communication to residents, consider prioritizing the use of imagery that showcases various presenting identities, abilities and statuses (diverse ages, races, gender identities, etc.)

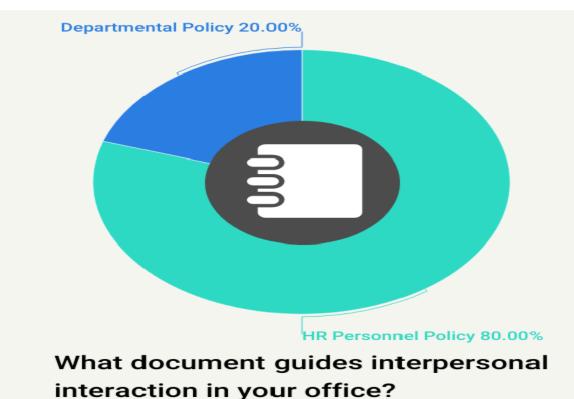


48

Hiring and Onboarding Department plus HR 50.00% Department 20.00% HR 20.00% Leader 30.00% Department plus HR 60.0 Who in your office does the Who does the onboarding?

Recommended scope and objectives for diversity, equity and inclusion efforts

To assist in the process of hiring from an inclusive framework, when reviewing job applications, consider the pervasiveness of attentional bias, which occurs when an individual's perception is influenced by selective factors. This is the tendency to focus on a particular piece of information (i.e. familiarity, college major) while ignoring additional information contained within an application.
To assist in the process of hiring from an inclusive framework, when interviewing new job applicants, consider the pervasiveness of the halo effect, which is a tendency to be influenced by one's initial impression or the external features of another. Initial impressions can be established from superficial presentation and from reputational information.



Recommended scope and objectives for diversity, equity and inclusion efforts

Diversity

 Regarding a diversity, equity and inclusion (DEI) policy contained within the HR Personnel Policy, consider an actionable policy instead of an inactive statement of acknowledgement.
 The DEI policy should be its own separate, inviolable, standalone policy that employees understand to represent the priority that The City of Hendersonville places on engineering behaviors that support diversity, equity and inclusion — and not simply as statements of belief belief.

Inclusion

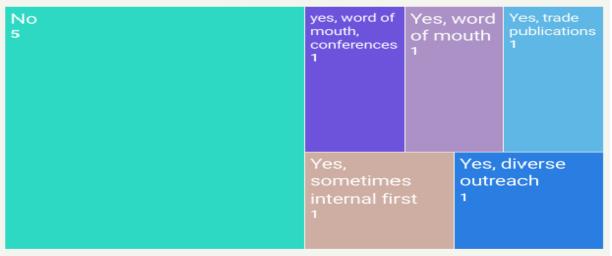
Diversity

belief.
To ensure consistent interpretation of the DEI policy's language, consider including additional dimensions of diversity that reflect the values of The City of Hendersonville, such as sexual orientation, familial status, political affiliation, socioeconomic status and veteran status.
DEI policies are of great interest to external stakeholders, such as job applicants, job transferees and corporate developers. For these audiences, their first impression of The City is often via its website. For this reason, consider conspicuously placing the actionable DEI policy on The City's Human Resources website and "Employment Opportunities" page.

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Outreach

Is it possible for a person to hear about a job opportunity with the City outside of the ways mentioned earlier?



Recommended scope and objectives for diversity, equity and inclusion efforts

Diversity

Local government-based practices that foster increased diversity, equity and
inclusion-based behaviors are dependent upon robust community engagement and
outreach. Another way of examining this critical challenge is by asking, "How can we
create a community that values individuals of intellectual, social and cultural variety
with limited opportunity to connect with these people?" Simply stated, community
outreach is vitality important.

Inclusion

outreach is vitality important.

Considerations for fostering community engagement through outreach include establishing mentorship programs for underrepresented groups, developing a pipeline of diverse talent – starting with entry-level and junior employees, and sponsorship and support by identity-based Employee Resource Groups (ERG)



Recommended scope and objectives for diversity, equity and inclusion efforts

Equity

Regarding the mechanism and platform by which residents receive information, consideration should be given to the technological accessibility and capabilities of residents. Is the information provided accessible to residents with assistive technology needs? How many steps are required to locate information on departmental websites. Is the information accessible with minimal website exploration? Does the website information rely heavily on written English text instead of visual imagery (icons, pictures, etc.) to direct users?

of visual imagery (icons, pictures, etc.) to direct users?

Consideration should be given to expand departmental communication beyond written and spoken American English.



Referrals

How do referrals originate within your office?

word-of-mouth

media

Recommended scope and objectives for diversity, equity and inclusion efforts

Equity

- backgrounds and experiences, underlie each referral, and how that may ultimately contribute to entrenched homogeneity within the workforce.

 Consideration should be given to how confirmation bias, which is the tendency to pay attention to information that confirms an individual's beliefs while ignoring any information to the contrary, may inform a candidate's initial and ultimate decision to apply, and subsequently influence job expectations and workforce culture.

 Although word-of-mouth referrals are not ill-advised, to create an intellectually, racially, experientially and culturally diverse workforce, examination should be given to assigning unmerited value to candidates based upon established circles of familiarity.

Recommendations for future leadership efforts and resource allocation

> The City of Hendersonville Employee-Led **DEI Leadership Committee**

<u>Purpose</u>

The purpose of the Hendersonville Employee-Led DEI Leadership Committee is to promote a safe, equitable, diverse and inclusive environment where all differences and identities are respected, valued and included and where representation is celebrated and encouraged. The committee will foster organizational change, establish a focusedframework towards issues of diversity and inclusion and the promotion of The City of Hendersonville DEI Strategic Plan.

<u>Membership</u>

The inaugural committee will be composed of twelve members. Six department heads will be advanced from the following departments: Police, Water and Sewer, Human Resources, Planning & Community Development & Communications and Finance, and six staff members will be advanced from Fire, Administration, Legal, Parks, Public Works & Engineering.

Members shall serve a minimum term of one year and a maximum of three years. The committee will seek to maintain a balance of department heads and staff members (50/50 ratio) which will be reviewed on an annual basis. To ensure that the committee is representative of all who work for the city of Hendersonville, city employees who are non-members will be invited to attend meetings, though they will not participate in committee voting.

The DEI Committee will have two co-chairs elected from its members: one department head and one staff person.

Recommendations for future leadership efforts and resource allocation

The City of Hendersonville Employee-Led DEI Leadership Committee

Goals

The Committee's goals are the following:

To protect and celebrate diversity, equity and inclusion through a variety of mechanisms including workshops, social gatherings, cultural events and training.

To create a work environment that fosters respectful and inclusive communications among all employees of The City of Hendersonville and promote best practice engagement in welcoming and supporting members of diverse communities.

To make suggestions to city administration that support, educate and discuss issues and topics related to DEI, including guest presentations and educational resources.

To facilitate communications between and among all staff to share ideas and recommendations and to assist in finding consensus when it comes to DEI goals and needs.

Recommendations for future leadership efforts and resource allocation

The City of Hendersonville Employee-Led DEI Leadership Committee

Responsibilities

To act as DEI ambassadors across the city government, and cocoordinate the overall DEI program.

To set and review measurable DEI objectives and actively monitor progress against DEI Key Performance Indicators on an annual basis (see attached)

To assist in the review and commitment of DEI commitments, purpose and goals.

To create opportunities for employees to have meaningful engagements with co-workers and to promote cultural inclusivity and equity in the workplace. For example, "First Fridays with DEI", cross-department lunch and learn sessions.

To provide feedback to city administration on issues of culture, inclusivity and diversity in the workplace. Including recommendations and support for short- and long-term strategies to meet The City's current and future workforce needs. For example, providing feedback on effective recruitment, hiring and retention practices.

Recommendations for future leadership efforts and resource allocation

The City of Hendersonville Employee-Led DEI Leadership Committee

Responsibilities

To formulate recommendations for the development of new policies and practice initiatives to support DEI efforts or modification of policies that may be negatively impacting diversity, inclusivity and equity efforts.

To identify opportunities for the city to engage with the broader community to promote DEI efforts. For example, community volunteer activities.

To serve as a communications vehicle across city government by helping to develop the tone and method of internal messaging to staff on committee activities and efforts. For example, the dissemination of a DEI-focused internal newsletter.

To conduct a self-assessment each year of committee effectiveness that describes accomplishments relative to developed goals, including identifying challenges and barriers encountered and recommendations for solutions.

THEORY OF ACTION

What is a "Theory of Action"?

A theory of action is a hypothesis about what will happen when a set of strategies is implemented. Developing a theory of action requires using critical judgment about which strategic actions will lead to what desired results. It is the process of connecting what we plan to do with what we hope to get.

Why Create a Theory of Action?

Many local governments face an overwhelming number of challenges and limited resources, including limited time. As a result, we often generate lists of strategies and responses to a problem, but we don't often develop a core approach to hold these strategies together.

Developing a theory of action pushes us to **prioritize** and **go deep** with a few intentional strategies which are usually more productive than simply doing a whole bunch of things.

A theory of action helps us become intentional. In the process of creation, we're pushed to articulate **why** we're taking a set of actions and to name the results and impact we expect.

B. Stantec Presentation on 2023 W& S Rate Study - Adam Murr, Budget Manager

The City of Hendersonville has partnered with Stantec's Financial Services Team to complete a water and sewer rate study and system development fee analysis. Stantec's Financial Services Team specializes in utility financial management and has provided their services to over 30 communities in the State of North Carolina alone. Stantec also maintains a robust national and international consulting presence. The City and Stantec have worked together in recent months to collect relevant data and metrics to support the rate study. At this time, Stantec will provide an overview presentation on the rate study process, opportunities for guidance, and desired outcomes.

Nearing the end of the study, Stantec will provide an update on findings and recommendations to be considered by City Council upon budget adoption at the 06/03/2023 regular meeting of the City Council.

Financial Assumptions

Operating Expenditures

- FY 24 budget used as a starting point for modeling
- Annual inflation by expenditure type to develop a 10-year forecast

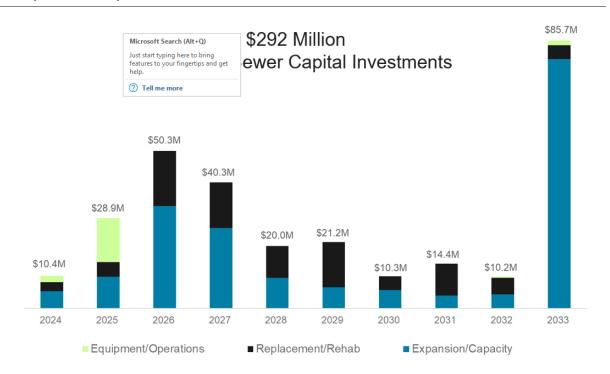
Capital Expenditures

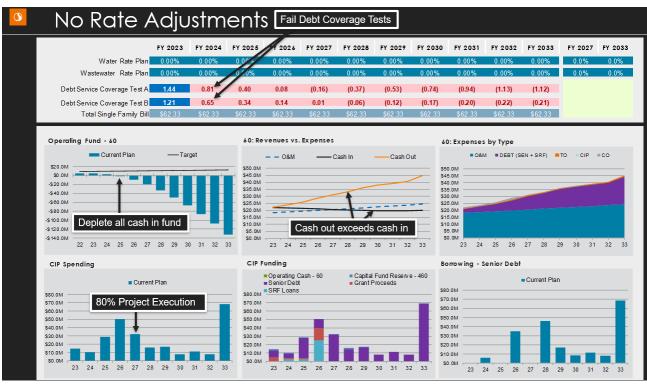
- Annual payment of existing debt service (FY 24 payment of \$3.9M)
- Ten-year capital plan
 - o Funded with a blend of future borrowing and cash

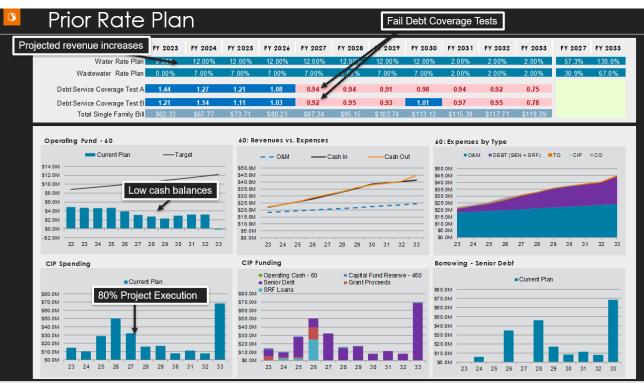
Revenues

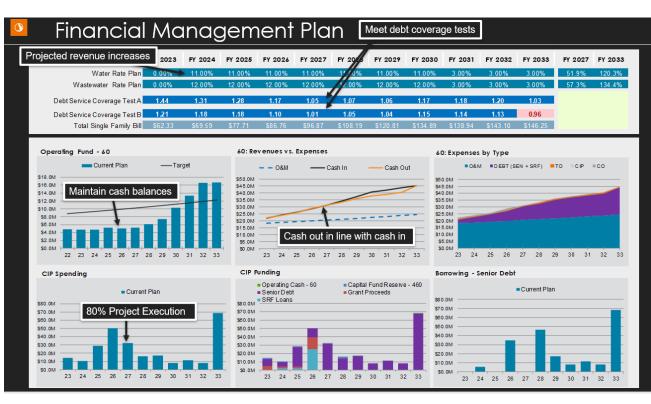
- FY 24 budget used for non-rate revenue (assumed to remain flat over forecast period)
- Growth in customers at 0.5% inside City and 1.0% outside annually
- · User rates adjusted as part of financial plan

Capital Improvement Plan







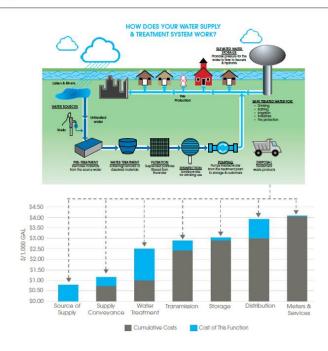


- Revenue increases from rates are required in FY 24 to meet debt coverage and cash balances
- · Recommended adjustments

Water revenue increase: 11.00%Sewer revenue increase: 12.00%

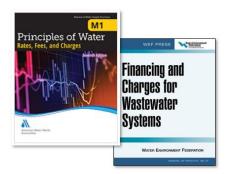
- · Customer bill impacts will vary based on rate structure recommendations
- Future revenue increases will be required at similar levels
- Financial plan should be evaluated annually based on capital spending, growth, & other factors

Cost of Service

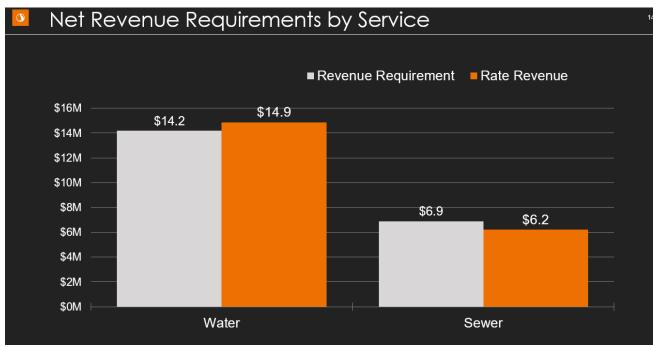


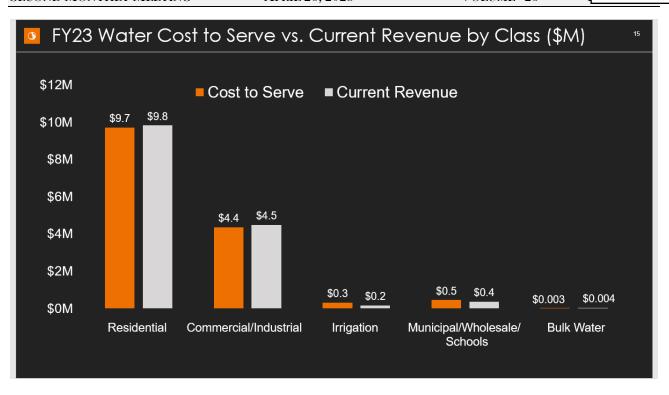
Goal: Determine the equitable distribution of revenue to be recovered by customer class based on the **cost to serve** each class

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Use of Industry Standard Approaches





Cost of Service Summary

- Modest misalignment between water and sewer costs and revenue generated (~ 3% of revenues)
 - Recommend balancing of water and sewer cost of service and revenues over time
 - o Financial plan reflects this balancing
- Customer class cost of service is closely aligned with recovery by class
 - Rate structure modifications designed to fully align with the cost of service



City's Current Water Rates

Water Base Charges	Insid	de City	Outside City				
3/4"	\$8	.32	\$11.23				
1"	\$9	.71	\$13.11				
1.5"	\$13	3.15	\$17.75				
2"	\$17	7.55	\$23.69				
3"	\$27	7.88	\$37.64				
4"	\$42	2.60	\$57.51				
6"	\$79	9.40	\$107.19				
8"	\$12	3.56	\$166.81				
Public Schools							
Base Charge Per Acct	\$8.32						
All Usage	\$4.48						

Water Volumetric Rates (per 1,000 gallon)	Inside City	Outside City					
Residential							
0 to 6,000 gal.	\$4.48	\$6.05					
6,001 to 14,000 gal.	\$4.93	\$6.65					
14,001 gal. and over	\$5.60	\$7.56					
Commercial/Industrial							
0 to 40,000 gal.	\$4.48	\$6.05					
40,001 to 200,000 gal.	\$4.28	\$5.78					
200,001 gal. and over	\$3.80	\$5.13					
Irrigation							
0 to 40,000 gal.	\$5.60	\$7.56					
40,001 gal. and over	\$6.10	\$8.06					
Municipal/Wholesale	\$4.48						
Bulk Water	\$7.56						

City's Current Sewer Rates

20

Sewer Base Charges	Inside City	Outside City
3/4"	\$8.92	\$13.38
1"	\$11.25	\$16.88
1.5"	\$17.05	\$25.58
2"	\$24.03	\$36.05
3"	\$40.44	\$60.66
4"	\$63.89	\$95.84
6"	\$122.45	\$183.68
8"	\$192.75	\$289.13

Sewer Volumetric Rates (per 1,000 gallon)	Inside City	Outside City
Residential / Commercial		
All Usage	\$6.33	\$9.50
Public Schools		
Base Charge Per Acct	\$8.9	2
All Usage	\$6.3	3
Municipal		
Base Charge Per Acct	\$8.9	2
All Usage	\$9.5	0

Rate Structure Recommendations

Water and Sewer Base Charge

- o Increase the portion of revenues collected from base charge
- o Scale fixed charges consistent with industry standards

Residential / Irrigation Water Rates

- o Modify the tier quantities and differences in pricing between tiers
 - Creation of a "life-line" tier increased customer bill control / affordability
 - Enhance conservation incentive aligns with cost of service

Commercial / Industrial Water Rates

o Move to a uniform rate in FY 2024

Water Base Charges

Recommended FY 24 Water Base Charges

Meter Size	Inside City Account Charge	Inside City RTS Charge	Inside City Total Base Charge	Outside City Total Base Charge
3/4"	\$6.73	\$3.23	\$9.96	\$12.95
1"	\$6.73	\$5.39	\$12.12	\$15.75
1.5"	\$6.73	\$10.77	\$17.50	\$22.76
2"	\$6.73	\$17.24	\$23.97	\$31.16
3"	\$6.73	\$37.71	\$44.44	\$57.77
4"	\$6.73	\$64.65	\$71.38	\$92.79
6"	\$6.73	\$145.46	\$152.19	\$197.84
8"	\$6.73	\$172.39	\$179.12	\$232.86

FY 23 Base Charges

Inside City	Outside City
\$8.32	\$11.23
\$9.71	\$13.11
\$13.15	\$17.75
\$17.55	\$23.69
\$27.88	\$37.64
\$42.60	\$57.51
\$79.40	\$107.19
\$123.56	\$166.81

Recommended base charges along with recommend volumetric rates would generate a 11% increase in water revenues

Water Volumetric Rates: Life-line Tier

Addition of an initial quantity of water for basic indoor water needs at a lower rate



Life-line Tier = 3,000 gallons

Residential Water Usage Tiers **Current Monthly Water Tiers** Tier 1 Tier 2 Tier 3 0 - 6,000 gallons 6,000 - 14,000 14,000 gallons and Above **Recommended Monthly Water Tiers** Tier 1 Tier 2 Tier 3 Tier 4 0 - 3,000 3,000 - 6,000 6,000 - 9,000 9,000 gallons and Above

40,001 gal. and over

Bulk Water

Municipal/Wholesale/Public Schools

\$13.68

\$5.01

\$9.77

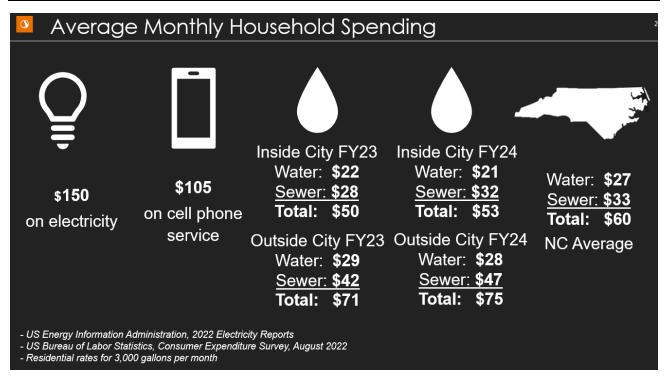
Water Volumetric Rates Water Volumetric Rates **Rate Differential Inside City Outside City** (per 1,000 gallon) Residential 0 to 3,000 gal. 0.75 \$3.76 \$4.89 Addition of 3,001 to 6,000 gal. 1.00 \$5.01 \$6.51 Life-line Tier / 6,001 to 9,000 gal. 1.25 \$6.26 \$8.14 Enhanced Conservation 9,001 gal. and over 1.50 \$7.52 \$9.77 Commercial/Industrial 0 to 50,000 gal. 1.00 \$5.01 \$6.51 Transition to 50,001 to 100,000 gal. 1.00 \$5.01 \$6.51 Uniform Rates 100,001 gal. and over 1.00 \$5.01 \$6.51 Irrigation 0 to 40,000 gal. 2.00 Enhanced \$10.02 \$13.03 Conservation

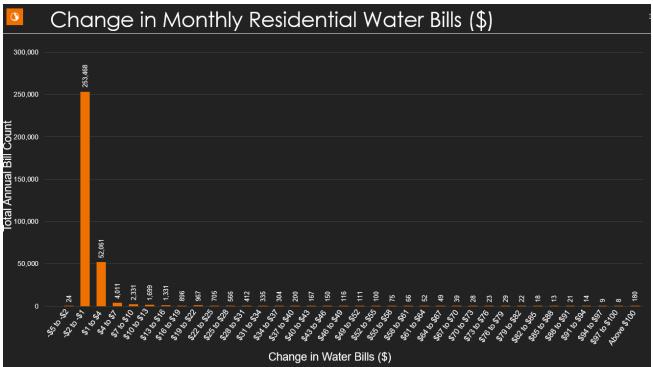
\$10.52

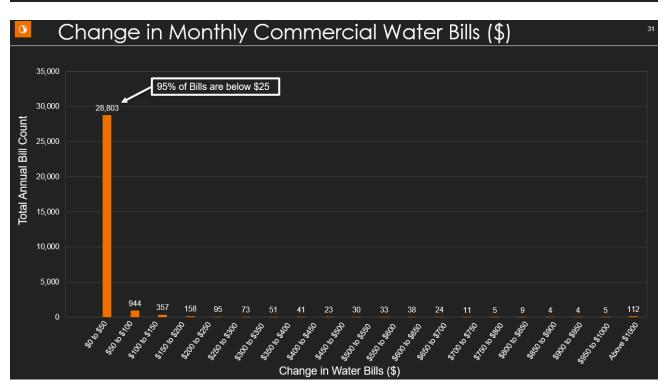
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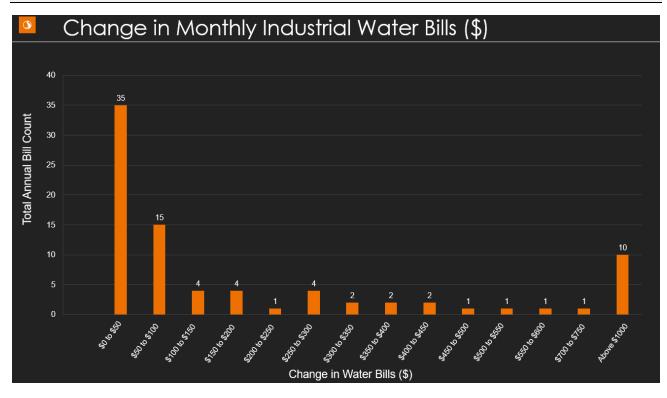
Sewer Base Charges Recommended FY 24 Sewer Base Charges FY 23 Base Charges Outside City Total Base Inside City Total Base Inside RTS Charge Inside City **Outside City** Meter Size Account Chard \$8.92 \$13.38 3/4" \$7.60 \$3.56 \$11.16 \$16.74 1" \$7.60 \$5.93 \$13.53 \$20.30 \$11.25 \$16.88 1.5" \$7.60 \$11.87 \$19.47 \$29.20 \$17.05 \$25.58 2" \$18.99 \$26.59 \$39.88 \$7.60 \$24.03 \$36.05 3" \$7.60 \$41.54 \$49.14 \$73.71 \$40.44 \$60.66 4" \$7.60 \$71.21 \$78.81 \$118.22 \$63.89 \$95.84 \$251.74 6" \$7.60 \$160.23 \$167.83 \$122.45 \$183.68 8" \$197.50 \$296.25 \$7.60 \$189.90 \$192.75 \$289.13 Recommended base charges along with recommend volumetric rates would generate a 12% increase in sewer revenues

Recommended FY 24 Se	wer Rates		FY 23 Sewer Rates								
Sewer Volumetric Rates (per 1,000 gallon)	Inside City	Outside City	Sewer Volumetric Rates (per 1,000 gallon)	Inside City	Outside City						
Residential / Commercial			Residential / Commercial								
All Usage	\$6.88	\$10.32	All Usage	\$6.33	\$9.50						
Wholesale / Municipal			Wholesale / Municipal								
All Usage	\$1	0.32	All Usage	\$9.50							
Public Schools			Public Schools								
Base Charge Per Acct	\$11.1	16	Base Charge Per Acct	\$8.92							
All Usage	\$6.8	8	All Usage	\$6.3	\$6.33						
Municipal			Municipal	_							
Base Charge Per Acct	\$11.1	16	Base Charge Per Acct \$8.92								
All Usage	\$10.3	32	All Usage	\$9.50							







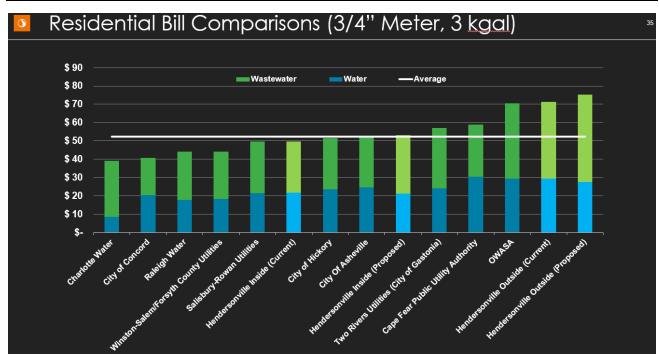


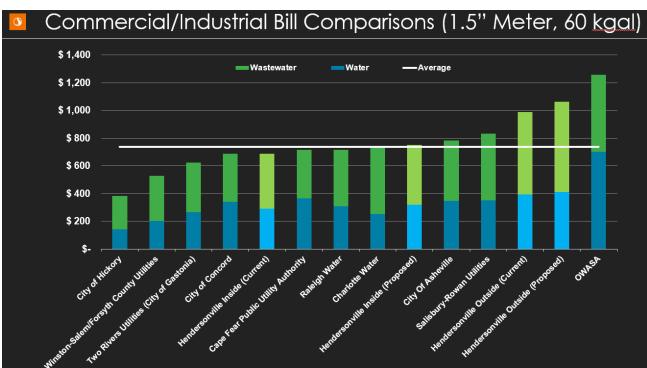
Sample Residential Monthly Bills (3/4") - Inside

					Water Bill	(Insi	ide)		Sewer Bill (Inside)							Total Bill (Inside)							
Meter Size	Usage (gal)	Cur	rent Bill	Pr	oposed Bill	\$ (Change	% Change	Cu	rent Bill	Pro	oposed Bill	\$	Change	% Change	Cu	rrent Bill	Pro	posed Bill	\$ (Change	% Change	
3/4	1,000	\$	12.80	\$	13.72	\$	0.92	7.2%	\$	15.25	\$	18.04	\$	2.79	18.3%	\$	28.05	\$	31.76	\$	3.71	13.2%	
3/4	2,000	\$	17.28	\$	17.48	\$	0.20	1.2%	\$	21.58	\$	24.92	\$	3.34	15.5%	\$	38.86	\$	42.40	\$	3.54	9.1%	
3/4	3,000	\$	21.76	\$	21.24	\$	(0.52)	-2.4%	\$	27.91	\$	31.80	\$	3.89	13.9%	\$	49.67	\$	53.04	\$	3.37	6.8%	
3/4	4,000	\$	26.24	\$	26.25	\$	0.01	0.0%	\$	34.24	\$	38.68	\$	4.44	13.0%	\$	60.48	\$	64.93	\$	4.45	7.4%	
3/4	5,000	\$	30.72	\$	31.26	\$	0.54	1.8%	\$	40.57	\$	45.56	\$	4.99	12.3%	\$	71.29	\$	76.82	\$	5.53	7.8%	
3/4	6,000	\$	35.20	\$	36.27	\$	1.07	3.0%	\$	46.90	\$	52.44	\$	5.54	11.8%	\$	82.10	\$	88.71	\$	6.61	8.1%	
3/4	7,000	\$	40.13	\$	42.53	\$	2.40	6.0%	\$	53.23	\$	59.32	\$	6.09	11.4%	\$	93.36	\$	101.86	\$	8.50	9.1%	
3/4	8,000	\$	45.06	\$	48.80	\$	3.74	8.3%	\$	59.56	\$	66.20	\$	6.64	11.2%	\$	104.62	\$	115.00	\$	10.38	9.9%	
3/4	9,000	\$	49.99	\$	55.06	\$	5.07	10.1%	\$	65.89	\$	73.09	\$	7.20	10.9%	\$	115.88	\$	128.15	\$	12.27	10.6%	
3/4	10,000	\$	54.92	\$	62.58	\$	7.66	13.9%	\$	72.22	\$	79.97	\$	7.75	10.7%	\$	127.14	\$	142.54	\$	15.40	12.1%	
3/4	11,000	\$	59.85	\$	70.09	\$	10.24	17.1%	\$	78.55	\$	86.85	\$	8.30	10.6%	\$	138.40	\$	156.94	\$	18.54	13.4%	
3/4	12,000	\$	64.78	\$	77.61	\$	12.83	19.8%	\$	84.88	\$	93.73	\$	8.85	10.4%	\$	149.66	\$	171.34	\$	21.68	14.5%	
3/4	13,000	\$	69.71	\$	85.13	\$	15.42	22.1%	\$	91.21	\$	100.61	\$	9.40	10.3%	\$	160.92	\$	185.73	\$	24.81	15.4%	
3/4	14,000	\$	74.64	\$	92.64	\$	18.00	24.1%	\$	97.54	\$	107.49	\$	9.95	10.2%	\$	172.18	\$	200.13	\$	27.95	16.2%	
3/4	15,000	\$	80.24	\$	100.16	\$	19.92	24.8%	\$	103.87	\$	114.37	\$	10.50	10.1%	\$	184.11	\$	214.53	\$	30.42	16.5%	
3/4	16,000	\$	85.84	\$	107.67	\$	21.83	25.4%	\$	110.20	\$	121.25	\$	11.05	10.0%	\$	196.04	\$	228.92	\$	32.88	16.8%	
3/4	17,000	\$	91.44	\$	115.19	\$	23.75	26.0%	\$	116.53	\$	128.13	\$	11.60	10.0%	\$	207.97	\$	243.32	\$	35.35	17.0%	
3/4	18,000	\$	97.04	\$	122.71	\$	25.67	26.5%	\$	122.86	\$	135.01	\$	12.15	9.9%	\$	219.90	\$	257.72	\$	37.82	17.2%	
3/4	19,000	\$	102.64	\$	130.22	\$	27.58	26.9%	\$	129.19	\$	141.89	\$	12.70	9.8%	\$	231.83	\$	272.12	\$	40.29	17.4%	
3/4	20,000	\$	108.24	\$	137.74	\$	29.50	27.3%	\$	135.52	\$	148.77	\$	13.25	9.8%	\$	243.76	\$	286.51	\$	42.75	17.5%	

Sample Residential Monthly Bills (3/4") – Outside

				1	Water Bill (Out	side)		Sewer Bill (Outside)							Total Bill (Outside)						
Meter Size	Usage (gal)	Cur	rent Bill	Pro	posed Bill	\$	Change	% Change	Cu	rrent Bill	Pro	posed Bill	\$	Change	% Change	Cu	rrent Bill	Pro	posed Bill	\$	Change	% Change
3/4	1,000	\$	17.28	\$	17.84	\$	0.56	3.2%	\$	22.88	\$	27.06	\$	4.18	18.3%	\$	40.16	\$	44.90	\$	4.74	11.8%
3/4	2,000	\$	23.33	\$	22.72	\$	(0.61)	-2.6%	\$	32.37	\$	37.38	\$	5.01	15.5%	\$	55.70	\$	60.10	\$	4.40	7.9%
3/4	3,000	\$	29.38	\$	27.61	\$	(1.77)	-6.0%	\$	41.87	\$	47.70	\$	5.84	13.9%	\$	71.24	\$	75.31	\$	4.07	5.7%
3/4	4,000	\$	35.42	\$	34.12	\$	(1.30)	-3.7%	\$	51.36	\$	58.02	\$	6.66	13.0%	\$	86.78	\$	92.14	\$	5.36	6.2%
3/4	5,000	\$	41.47	\$	40.64	\$	(0.84)	-2.0%	\$	60.86	\$	68.34	\$	7.49	12.3%	\$	102.33	\$	108.98	\$	6.65	6.5%
3/4	6,000	\$	47.52	\$	47.15	\$	(0.37)	-0.8%	\$	70.35	\$	78.66	\$	8.31	11.8%	\$	117.87	\$	125.82	\$	7.95	6.7%
3/4	7,000	\$	54.18	\$	55.29	\$	1.12	2.1%	\$	79.85	\$	88.99	\$	9.14	11.4%	\$	134.02	\$	144.28	\$	10.26	7.7%
3/4	8,000	\$	60.83	\$	63.44	\$	2.60	4.3%	\$	89.34	\$	99.31	\$	9.97	11.2%	\$	150.17	\$	162.74	\$	12.57	8.4%
3/4	9,000	\$	67.49	\$	71.58	\$	4.09	6.1%	\$	98.84	\$	109.63	\$	10.79	10.9%	\$	166.32	\$	181.21	\$	14.88	8.9%
3/4	10,000	\$	74.14	\$	81.35	\$	7.21	9.7%	\$	108.33	\$	119.95	\$	11.62	10.7%	\$	182.47	\$	201.30	\$	18.83	10.3%
3/4	11,000	\$	80.80	\$	91.12	\$	10.32	12.8%	\$	117.83	\$	130.27	\$	12.44	10.6%	\$	198.62	\$	221.39	\$	22.77	11.5%
3/4	12,000	\$	87.45	\$	100.89	\$	13.44	15.4%	\$	127.32	\$	140.59	\$	13.27	10.4%	\$	214.77	\$	241.48	\$	26.71	12.4%
3/4	13,000	\$	94.11	\$	110.66	\$	16.56	17.6%	\$	136.82	\$	150.91	\$	14.10	10.3%	\$	230.92	\$	261.58	\$	30.65	13.3%
3/4	14,000	\$	100.76	\$	120.43	\$	19.67	19.5%	\$	146.31	\$	161.23	\$	14.92	10.2%	\$	247.07	\$	281.67	\$	34.59	14.0%
3/4	15,000	\$	108.32	\$	130.21	\$	21.88	20.2%	\$	155.81	\$	171.55	\$	15.75	10.1%	\$	264.13	\$	301.76	\$	37.63	14.2%
3/4	16,000	\$	115.88	\$	139.98	\$	24.09	20.8%	\$	165.30	\$	181.88	\$	16.58	10.0%	\$	281.18	\$	321.85	\$	40.67	14.5%
3/4	17,000	\$	123.44	\$	149.75	\$	26.30	21.3%	\$	174.80	\$	192.20	\$	17.40	10.0%	\$	298.24	\$	341.94	\$	43.71	14.7%
3/4	18,000	\$	131.00	\$	159.52	\$	28.52	21.8%	\$	184.29	\$	202.52	\$	18.23	9.9%	\$	315.29	\$	362.04	\$	46.74	14.8%
3/4	19,000	\$	138.56	\$	169.29	\$	30.73	22.2%	\$	193.79	\$	212.84	\$	19.05	9.8%	\$	332.35	\$	382.13	\$	49.78	15.0%
3/4	20,000	\$	146.12	\$	179.06	\$	32.94	22.5%	\$	203.28	\$	223.16	\$	19.88	9.8%	\$	349.40	\$	402.22	\$	52.82	15.1%





System Development Fees

- Fees charged for new connections joining the water and wastewater system and connections requiring additional system capacity
- Intended to recover the cost of constructing water and wastewater capacity, "growth pays for growth"
- Fees are applied based on units of service (representing potential demand on utility system / large user vs. small user)
- · Fees are legislated in North Carolina
 - o Public Water and Sewer System Development Fee Act (NC General Statutes Chapter 162A Article 8) approved July 2017

VOLUME 26

System Development Fee Considerations

- SDFs allow community to recover at least a portion of cost of constructing system infrastructure
- Lack of SDFs places full cost of infrastructure on user rates
- SDFs have potential impact on development but are very common in North Carolina
- Requirements and limitations on the use of SDFs given legislation
 - o Separate tracking of revenues from SDFs
 - o Limitations on use of proceeds depending on approach

Approach / Methodologies

Methodology	Description	Appropriate For
Buy-In Method	Fees are based on cost of constructing existing utility system	System with ample existing capacity to sell
Incremental Cost Method	Fees are based on planned growth- related capital improvements	System with limited or no existing capacity to sell
Combined Method	Fees are based on cost of existing system and planned capital improvements	System with existing capacity to sell and with planning growth-related capital projects

Recommend the use of the combined-in method for water and sewer SDFs for City

Combined Method SDF Calculation

Value of System - Credit System Development Fee = System Capacity

1) Value of Utility System

- Depreciated value of current assets in place, escalated to current replacement cost
- Plus: The value of future planned capital projects that will add capacity to the system (10-Year Capital Plan)

2) Credits

- · Outstanding principal on existing utility debt
- NPV of principal on future debt over planning period (must equal at least 25% of expansion capital projects, if not additional credit required
- Donated/contributed and non-core system assets

3) System Capacity

Total capacity in the utility system measured in units of service (Equivalent Res Units or ERUs) with the existing system and expansion of the system



Water SDF Calculation

	Source / Treatment	Transmission / Distribution	Total
Replacement Value of Existing Depreciated Assets	\$34,607,998	\$51,705,500	\$86,313,497
Expansion Capital Projects	63,485,535	45,005,000	108,490,535
Total Value	\$98,093,533	\$96,710,500	\$194,804,032
Less Credits			
Outstanding Debt Principal	(\$7,240,635)	(\$10,817,749)	(\$18,058,384)
Donated and Non-Core Assets	(1,219,302)	(8,960,275)	(10,179,577)
Revenue Credit (NPV of future debt principal over period)	(26,613,455)	(18,866,322)	(45,479,777)
Net System Value	\$63,020,141	\$58,066,154	\$121,086,295
System Capacity - Million Gallons per Day*	18.0	18.0	
Level of Service per ERU (gallons per day)	277	277	
Equivalent Residential Units (ERU)	64,935	64,935	
Water System Development Fee Per ERU	\$971	\$894	\$1,865

Sewer SDF Calculation

Includes 6 MGD WTP plant expansion

	Treatment	Conveyance / Collection	Total
Replacement Value of Existing Depreciated Assets	\$28,145,176	\$35,802,595	\$63,947,771
Expansion Capital Projects	57,750,769	16,212,000	73,962,769
Total Value	\$85,895,945	\$52,014,595	\$137,910,540
Less Credits			
Outstanding Debt Principal	(\$6,446,996)	(\$8,201,021)	(\$14,648,017
Donated and Non-Core Assets	(63,282)	(2,629,945)	(2,693,227)
Revenue Credit (NPV of future debt principal over period)	(24,209,412)	(6,796,152)	(31,005,564)
Net System Value	\$55,176,255	\$34,387,477	\$89,563,732
System Capacity - Million Gallons per Day*	7.8	7.8	
Level of Service per ERU (gallons per day)	277	277	
Equivalent Residential Units (ERU)	28,139	28,139	
Wastewater System Development Fee Per ERU	\$1,961	\$1,222	\$3,183
*Includes 3 MGD WWTP plant expansion			

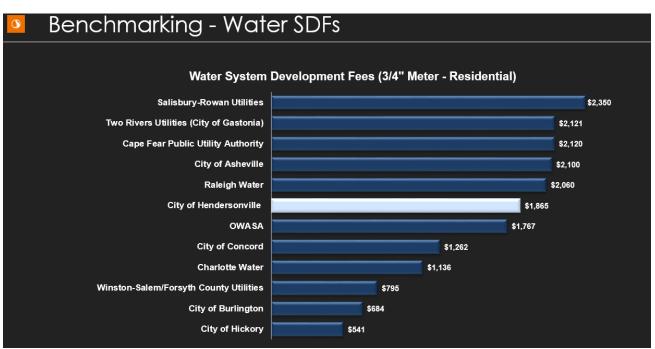
Assessment of System Development Fees

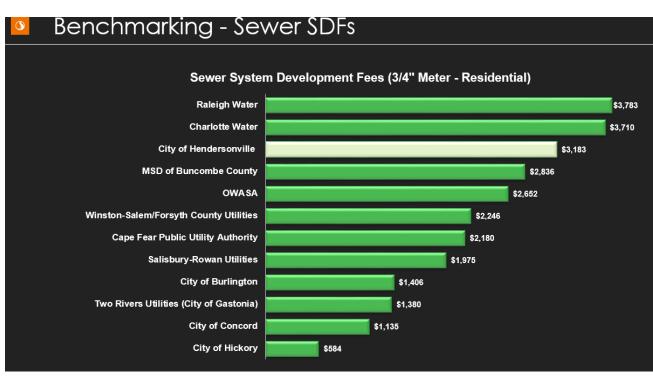
- SDFs must be applied based on units of service (represents potential demand)
- SDFs are often scaled by meter size based on hydraulic capacity of meter
- Recommend the use of American Water Works Association (AWWA) meter equivalents

Meter size	Equivalent Residential Units (ERU)
3/4"	1.00
1"	1.67
1 ½"	3.33
2"	5.33
3"	11.67
4"	21.00
6"	43.33
8"	93.33

Calculated System Development Fees

Meter size	Calculated Water SDF	Current No. of Water Meters	Calculated Wastewater SDF	Current No. of Wastewater Customers	Combined SDF
3/4"	\$1,865	29,564	\$3,183	9,767	\$5,048
1"	\$3,108	622	\$5,305	297	\$8,413
1 ½"	\$6,217	317	\$10,610	177	\$16,827
2"	\$9,947	142	\$16,976	79	\$26,923
3"	\$21,758	24	\$37,135	12	\$58,893
4"	\$39,165	11	\$66,843	4	\$106,008
6"	\$80,817	11	\$137,930	2	\$218,747
8"	\$174,067	0	\$297,080	0	\$471,147





Rate Study Recommendations

- Revenue increases from rates are required in FY 24 to meet debt coverage and cash balances
 - o Recommended adjustments: Water 11%, Sewer 12%
- 2. Recommended water and sewer rate structure changes
 - o Increase base charges and align scaling with industry standards
 - Modify residential water volumetric rates to include life-line tier and enhanced conservation
 - o Adopt uniform commercial/industrial water volumetric rates
 - o Enhanced conservation for irrigation rates
- Consider the adoption of system development fees

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

Moved to May 4, 2023 Regular Meeting

D. Tap Water Branding - Adam Steurer, Utilities Engineer

Adam Steurer explained that the City of Hendersonville must instill the value of water and improve consumer confidence in its product: high-quality tap water. Recent high-profile water system failures across the nation (Ex. Jackson, Mississippi and Flint, Michigan) have negative impacts on confidence in tap water and local governments everywhere. Consumers who have lost confidence in their tap water through these system failures and/or have perceived health risks from drinking tap water are forced to seek an alternative – bottled water, which on a per unit basis is orders of magnitude more expensive compared to tap water and not environmentally friendly.

Hendersonville tap water is of the highest quality but does not have a "brand". Building a "brand" for its tap water and providing additional educational outreach through the "brand" will allow the Utility to improve consumer confidence, build trust in local government, instill the value of water, reduce the use of wasteful plastic bottled water, and improve affordability.

A focus group comprised of multidisciplinary Utility staff have selected a brand name and associated imagery for City of Hendersonville tap water.

Tap Water Consumer Confidence Decline

PFAS/Emerging Contaminants

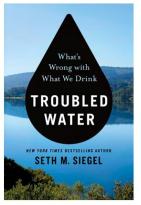
Lead Service Lines

Water System Failures (Flint MI, Jackson MS)

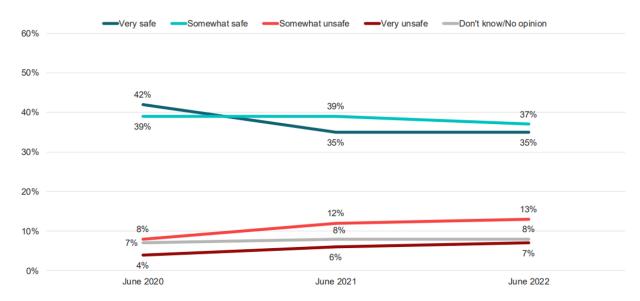
Misinformation







Survey Says: Water from the faucet is...



The Alternative..



-Primo: \$1.40/gallon (Filling station, Ingles)

-Aquafina: \$1.89/gallon (32-pack, Wal-Mart)

-FIJI: \$10.52/gallon (24-pack, Wal-Mart)

Hendersonville Tap Water: < \$0.01/gallon







Why "Brand" Our Water?

- -Build Trust / Consumer Confidence
- -Understanding the Value of Water
- -Affordability (low-income and minority customers)
- -Rate Increases
- -Reduce Waste (plastic bottles)

Branding Focus Group





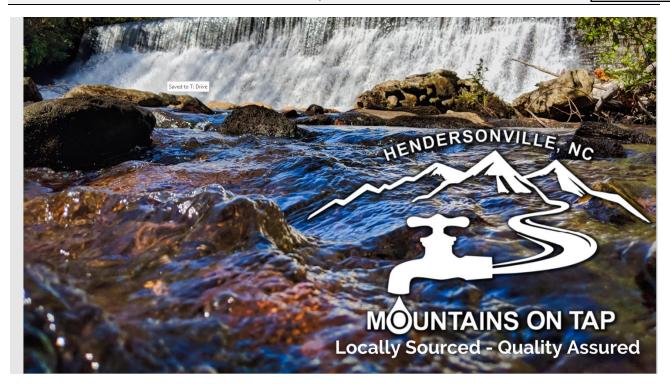


How will we use the brand?

- -Water bottles (give-aways for events/treatment facility tours)
- -Educational materials
- -Decals at reusable bottle filling stations (schools, public buildings)
- -Social media posts/campaigns







5. ADJOURN

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

ATTEST:	Barbara G. Volk, Mayor
Jill Murray, City Clerk	



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 05/04/2023

AGENDA SECTION: CONSENT DEPARTMENT: Administration

TITLE OF ITEM: May 2023 Budget Amendments – *Adam Murr, Budget Manager*

SUGGESTED MOTION(S):

I move City Council adopt the budget amendments 05042023-01, 05042023-02, 05042023-03, 05042023-04, 05042023-05, 05042023-06, and 05042023-07, 05042023-08, and 05042023-09 as presented.

SUMMARY:

- **0504023-01**: An amendment (+\$8,421,000) reflecting an increase to the WWTP Biosolids Drying System Project (#16036) needed to fund planning and design for the project, and to reflect the future pursuit of a 2024 Revenue Bond to fund the project.
- **0504023-02**: An amendment increasing the FY23 Vehicle and Equipment CPO using a transfer in (+\$71,475) from the General Fund using increased sales tax revenues to purchase HPD vehicles not initially funded through debt proceeds.
- **0504023-03**: An amendment clarifying project budgets related to the 2023 Revenue Bond debt issuance. The amendment edits project budgets to reflect the debt numbers provided for the bond issuance \$8,480,000.
- **0504023-04**: An amendment transferring \$124,000 of FY23 budgetary resource and clarifying an FY24 transfer of \$150,000 for a total of \$274,0000 for W&S generator purchases through a new capital project ordinance (#23007).
- **0504023-05**: An amendment increasing contributions revenues (+\$2,299) from the Community Foundation to pay for increased work related to pollinator beds in FY23.
- **0504023-06**: An amendment increasing sales tax budgeted revenues (+\$53,101) to be used in the planning of the Blythe St. Project, #21042 (+\$29,401) and Grove St. Project, #21043 (+\$23,700).
- **05042023-07**: Amendment clarifying the transfer in/out for the Apple Ridge Project, #22101. The total project appropriation remains \$800,000.
- **05042023-08**: An amendment reflecting the approved changes to the Etowah Project (#16003).
- **05042023-09**: An amendment closing completed WS Capital Projects in Fund 460.

BUDGET IMPACT: Detailed above.

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

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

ATTACHMENTS:

1. Budget Amendments 05042023-01 through 050422023-09

TO MAYOR & COUNCIL - May 04, 2023

FISCAL YEAR 2023 Form Number - 05042023-01

BUDGET AMENDMENT

	-
FUND 460	

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
460-0000-470100-16036	Transfer In	616,350	-	616,350	-
460-0000-470010-16036	Debt Proceeds	3,492,650	9,037,350	-	12,530,000
460-7135-550102-16036	Capital Outlay - Services/ Fees	619,000	-	494,000	125,000
460-7135-550103-16036	Capital Outlay-CIP	3,490,000	8,915,000	-	12,405,000
FUND 460	TOTAL REVENUES	4,109,000	9,037,350	616,350	12,530,000
FOND 460	TOTAL EXPENDITURES	4,109,000	8,915,000	494,000	12,530,000

A budget amendment reflecting an increase to the WWTP Biosolid Drying System (Fund 460, project #16036) Capital Project Ordinance (CPO). The original CPO was adopted by City Council on 04/06/2017. This amendment is needed following additional planning and prioritization of the project. The project is currently scheduled to be funded via a 2024 Water and Sewer Revenue Bond, due to a low scoring in the State Revolving Fund (SRF) application made in 2023.

City Manager	-	Date
City Clerk		Date
	Approved:	5/4/2023

TO MAYOR & COUNCIL - May 04, 2023

FISCAL YEAR 2023 Form Number - 05042023-02

BUDGET AMENDMENT

I OND OTO 1 TTO	FUND	010	410
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ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-410001	Sales Tax	5,408,691	61,475	-	5,470,166
010-0000-470050	Sale of Capital Assets	70,650	4,000	-	74,650
010-1300-521001	Supplies & Materials	151,416	-	6,000	145,416
010-0000-598901	Transfer Out (to 410, #00023)	954,800	71,475	-	1,026,275
FUND 010	TOTAL REVENUES	-	65,475	-	-
FOID 010	TOTAL EXPENDITURES	-	71,475	6,000	-
410-0000-470100-00023	Transfer In (from 010)	-	71,475	-	71,475
410-0000-470010-00023	Debt Issued	559,650	-	-	559,650
410-1502-554001-00023	C/O Equipment (Pothole Patcher)	258,260	-	-	258,260
410-1300-554002-00023	C/O Vehicles (HPD FY23 Vehicles)	301,390	71,475	-	372,865
FUND 410	TOTAL REVENUES	-	71,475	-	631,125
FOND 410	TOTAL EXPENDITURES	-	71,475	-	631,125

A budget amendment using increased sales tax revenues to increase budget availability for the purchase of a police vehicle through the FY23 Vehicle and Equipment Capital Project Ordinance (CPO, #00023).

City Manager		Date
City Clerk		Date
	Approved:	5/4/2023

FISCAL YEAR 2023 Form Number - 05042023-03

BUDGET AMENDMENT

FUND 460		

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
460-0000-470010-21012	Debt Proceeds (2023 Revenue Bond)	1,400,000	157,917	-	1,557,917
460-7055-550103-21012	Capital Outlay - CIP	1,400,000	157,917	-	1,557,917
Flooring of (21012)	TOTAL REVENUES	1,400,000	157,917	-	1,557,91
Fleetwood (21012)	TOTAL EXPENDITURES	1,400,000	157,917	-	1,557,91
460-7126-470010-18014	Debt Proceeds (2023 Revenue Bond)	5,200,000	-	4,200,000	1,000,000
460-7126-550103-18014	Capital Outlay - CIP	5,200,000	-	4,200,000	1,000,000
A = (4.004.4)	TOTAL REVENUES	5,200,000	-	4,200,000	1,000,000
Apex (18014)	TOTAL EXPENDITURES	5,200,000	-	4,200,000	1,000,000
460-0000-470010-19014	Debt Proceeds (2023 Revenue Bond)	527,500	7,500	-	535,000
460-7055-550103-19014	Capital Outlay - CIP	515,000	20,000	-	535,000
Charach St Course (4004.4)	TOTAL REVENUES	527,500	7,500	-	535,000
Church St Sewer (19014)	TOTAL EXPENDITURES	515,000	20,000	-	535,000
460-7126-470010-17141	Debt Proceeds (2023 Revenue Bond)	3,409,130	-	174,076	3,235,054
460-1014-550102-17141	Capital Outlay-Services and Fees	-	125,000	-	125,000
460-7126-550103-17141	Capital Outlay - CIP	3,409,130	-	299,076	3,110,054
1.26 (4.74.44)	TOTAL REVENUES	3,409,130	-	174,076	3,235,054
I-26 (17141)	TOTAL EXPENDITURES	3,409,130	125,000	299,076	3,235,054
460-0000-470010-23003	Debt Proceeds (2023 Revenue Bond)	525,000	-	-	525,000
460-7050-550103-23003	Capital Outlay - CIP	525,000	-	-	525,000
AAAI AA-t (22002)	TOTAL REVENUES	525,000	-	-	525,000
AMI Meter (23003)	TOTAL EXPENDITURES	525,000	-	-	525,000
460-0000-470010-19010	Debt Proceeds (2023 Revenue Bond)	1,110,000	-	6,071	1,103,929
460-1014-550103-19010	Capital Outlay - CIP	1,110,000	-	6,071	1,103,92
NI. F. J. (40040)	TOTAL REVENUES	1,110,000	-	6,071	1,103,929
North Fork (19010)	TOTAL EXPENDITURES	1,110,000	-	6,071	1,103,929
460-0000-470010-22011	Debt Proceeds (2023 Revenue Bond)	550,000	-	26,900	523,10
460-7155-550103-22011	Capital Outlay - CIP	550,000	-	26,900	523,10
V . T . L (22244)	TOTAL REVENUES	550,000	-	26,900	523,100
Vactor Truck (22011)	TOTAL EXPENDITURES	550,000	-	26,900	523,100
22 Installment Financing Subtotal					8,480,000
her Financing Sources Subtotal					-
tal Project Revenues (21012,17141,19014	1,22011,18032,23003,18014)				8,480,000
tal Project Appropriation (21012,17141,1	0014 22011 19022 22002 19014\				8,480,000

City Manager		Dat
	_	
City Clerk		Dat
	Approved:	5/4/202

TO MAYOR & COUNCIL - May 04, 2023

FISCAL YEAR 2023 Form Number - 05042023-04

BUDGET AMENDMENT

FUND	060	460
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ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-7032-554001	Capital Outlay Equipment	80,000	-	74,000	6,000
060-7050-554001	Capital Outlay Equipment	200,000	-	50,000	150,000
060-0000-598901	Transfer Out (to 460)	-	124,000	-	124,000
FUND 060	TOTAL REVENUES	-	-	-	-
FUND 000	TOTAL EXPENDITURES	-	124,000	124,000	-
460-0000-470100-23007	Transfer In (from 060, FY23)	-	124,000	-	124,000
460-0000-470100-23007	Transfer In (from 060, FY24)	-	150,000	-	150,000
460-7032-550103-23007	Capital Outlay CIP	-	274,000	-	274,000
FUND 4CO	TOTAL REVENUES	-	274,000	-	274,000
FUND 460	TOTAL EXPENDITURES	-	274,000	-	274,000

A budget amendment reflecting the creation of a new capital project ordiance (CPO). The amendment transfers \$124,000 budget from the Water and Sewer Operating Fund (060) to the Water and Sewer Capital Project Fund (460, #23007) for the acquisition and installation of FY23 generators past the end of FY23. The amendment also clarifies that \$150,000 of FY24 budget in 060 will be transferred to 460 on July 1, 2023 for additional budget. The project total appropriation is \$274,000.

City Manager		Date
City Clerk	Approved:	Date 5/4/2023

Section 5, Item B.

TO MAYOR & COUNCIL - May 04, 2023

FISCAL YEAR 2023 Form Number - 05042023-05

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-460090	Contributions	2,548	2,299	-	4,847
010-1502-532299	Misc. Program Expenditures	90,250	2,299	-	92,549
FUND 010	TOTAL REVENUES	-	2,299	1	-
FOIND 010	TOTAL EXPENDITURES	-	2,299	-	-
he budget increase is \$2,299.	: Works budget using a Community Foundation payment		, c 4554 5.1. 4 po	sea project on roar set	asons and 7 m / wende.
				sea project on roan sea	
				sea project on roan set	Date

5/4/2023

Approved:

TO MAYOR & COUNCIL - May 4, 2023

FISCAL YEAR 2023 Form Number - 05042023-06

BUDGET AMENDMENT

FUND 010 43	LO
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ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-410001	Local Sales & Use Tax	5,451,891	53,101	1	5,504,992
010-0000-598901	Transfer Out (to 410, #21043)	998,000	53,101	-	1,051,101
FUND 010	TOTAL REVENUES	-	53,101	-	-
LOIND 010	TOTAL EXPENDITURES	-	53,101	ı	-
410-0000-470100-21042	Transfer In (from 010, FY23)	24,000	29,401	-	53,401
410-1014-550102-21042	Capital Outlay- Fees and Services	24,000	29,401	-	53,401
FUND 410 (Blythe)	TOTAL REVENUES	24,000	29,401	-	53,401
TOND 410 (Blytile)	TOTAL EXPENDITURES	24,000	29,401	ı	53,401
410-0000-470100-21043	Transfer In (from 010, FY23)	31,000	23,700	-	54,700
410-1014-550102-21043	Capital Outlay- Fees and Services	31,000	23,700	1	54,700
FUND 410 (Grove)	TOTAL REVENUES	31,000	23,700	•	54,700
1010 410 (010/6)	TOTAL EXPENDITURES	31,000	23,700	-	54,700

An amendment that includes a Transfer In and Increase in Capital Outlay- Fees and Services to cover NCDOT Match for Grove St. and Blythe St. sidewalk design in FY23, project #21042 and #21043.

City Manager		Date
City Clerk	Approved:	Date 5/4/2023

TO MAYOR & COUNCIL - May 4, 2023

FISCAL YEAR 2023 Form Number - 05042023-07

BUDGET AMENDMENT

FUND 19	99 460
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ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
199-0000-470100-00100	Transfer In (from 010)	2,000,000	-	-	2,000,000
199-1001-540001-00100	Special Appropriations (ARP)	2,000,000	-	400,000	1,600,000
199-1001-598901-00100	Transfer Out (to 460, #22101)	-	400,000	-	400,000
FUND 199	TOTAL REVENUES		-	ı	2,000,000
FOND 199	TOTAL EXPENDITURES		400,000	400,000	2,000,000
460-0000-470100-22101	Transfer In (from 460 reserves)	400,000	-	-	400,000
460-0000-470100-22101	Transfer In (from ARP, #00100)	400,000	-	-	400,000
460-1014-550103-22101	Capital Outlay CIP	800,000	-	-	800,000
FUND 460	TOTAL REVENUES	800,000	-	-	800,000
1 0110 400	TOTAL EXPENDITURES	800,000	-	-	800,000

An amendment reflecting a transfer in from Fund 199 to provide the Apple Ridge project \$400,000 of Council Appropriated ARP funding, previously budgeted in Fund 301. This is a clarifying/financial amendment that has no impact on the bottom line project budget.

City Manager		Dat
City Clerk		Dat
	Approved:	5/4/202

TO MAYOR & COUNCIL - May 04, 2023

FISCAL YEAR 2023 Form Number - 05042023-08

BUDGET AMENDMENT

FUND 460	

Project	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
16003 - Etowah	Revenue Bond				6,687,159
16003 - Etowah	Interest Income				35,000
16003 - Etowah	Transfer In from Water Fund				7,000,000
16003 - Etowah	Construction & Other Costs				8,020,009
16003 - Etowah	Transfer Out				5,702,150
FUND 460	TOTAL REVENUES	-	1	-	13,722,159
1010 400	TOTAL EXPENDITURES	-	-	-	13,722,159

Approval of amended budget to reflect all approved changes in funding and scope.

City Manager		Date
City Claul		Data
City Clerk		Date
	Approved:	5/4/2023

TO MAYOR & COUNCIL - May 4, 2023

FISCAL YEAR 2023 Form Number - 05042023-09

BUDGET AMENDMENT

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PROJECT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
16012 - Streambank	Transfer In	-	80,084	1	80,084
16012 - Streambank	Debt Proceeds	3,042,134	-	80,084	2,962,050
16024 - WWTP Generator	Transfer In	1,600,000	50,472	-	1,650,472
16024 - WWTP Generator	CIP	1,600,000	50,472	1	1,650,472
18027 - Highland Sq Sewer	Transfer In	170,450	8,042	-	178,492
18027 - Highland Sq Sewer	CIP	170,450	8,042	-	178,492
FUND 460	TOTAL REVENUES	-	138,598	80,084	58,514
FOIND 460	TOTAL EXPENDITURES	-	58,514	-	58,514

Amendment to close out completed projects in the water and sewer capital project fund (460).

City Manager		Da
City Clerk	Approved:	Dat 5/4/202



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr MEETING DATE: 05/04/2023

AGENDA SECTION: CONSENT DEPARTMENT: Administration

TITLE OF ITEM: May 2023 Capital/Grant Project Ordinances and Reimbursement Resolutions –

Adam Murr, Budget Manager

SUGGESTED MOTION(S):

I move City Council adopt the Capital Project Ordinance(s) for the Water and Sewer Generator Project (#23007). I move City Council adopt the Grant Project Ordinance(s) for the Dogwood Small Business Assistance Project (#G2301). I move City Council adopt the Reimbursement Resolution(s) for the Biosolids Drying System Project (#16036), the Water and Sewer Generator Project (#23007), and the Dogwood Small Business Assistance Project (#G2301) as presented.

SUMMARY:

General Statute 159-13.2 provides North Carolina local governments the power to grant and maintain capital and grant project ordinances (CPOs and GPOs).

- Water and Sewer Generator Project, #23007: A capital project ordinance allowing for the purchase of generators across fiscal years due to long lead times on acquisitions and installations. Total project appropriation = \$274,000; FY23 = \$124,000, and FY24 = \$150,000.
- **Dogwood Small Business Assistance Project,** #**G2301**: A grant project ordinance reflecting the receipt of grant revenue and a partnership with Mountain Biz Works to aid small businesses in Hendersonville. Total project appropriation = \$400,000.
- **Reimbursement Resolutions** for the Biosolids Drying System (#16036), Water and Sewer Generator Project (#23007), and Dogwood Small Business Assistance Project (#G2301).

BUDGET IMPACT: Attached CPOs/GPOS and Reimbursement Resolutions

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

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

ATTACHMENTS:

Capital Project Ordinance: #23007 Grant Project Ordinance: #G2301

Reimbursement Resolutions: #16036, #23007, #G2301

Ordinance	#
Orumanice	π

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

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

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

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

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

Total Project Appropriation \$274,000

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

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

Total Project Appropriation \$274,00

- **Section 4:** The Finance Director is hereby directed to maintain within the Water & Sewer Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.
- **Section 5:** Funds may be advanced from the Water & Sewer Fund as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.
- **Section 6:** The Finance Director is directed to report, on a quarterly basis, on the financial status of each project element in Section 3 and Section 4.
- **Section 7:** The Finance Director is further instructed to include a detailed analysis of past and future revenues and expenses during each annual budget submission made to the Governing Board.
- **Section 8:** Copies of this project ordinance shall be furnished to the City Clerk, Finance Director and City Manager for direction in carrying out this project.

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

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

Ordinance	#

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

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

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

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

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

|--|

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

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

Total Project Appropriation	\$400,000

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

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

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

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

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

ADOPTED by the City Council of the Cit 4 th day of May 2023.	y of Hendersonville, North Carolina, on this
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 BIOSOLIDS DRYING SYSTEM PROJECT (PROJECT #16036), ORDINANCE #_____ (the "Projects").

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

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

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

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

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

Resolution	#
Kesolution	#

HENDERSONVILLE, NORTH CAROLINA DECLARATION OF OFFICIAL INTENT TO REIMBURSE

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

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

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

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

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

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

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

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

Resolution	#
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 DOGWOOD SMALL BUSINESS ASSISTANCE PROJECT (PROJECT #G2301), ORDINANCE #_____ (the "Projects").

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

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

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

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

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: Tyler Morrow **MEETING DATE:** May 4th, 2023

AGENDA SECTION: CONSENT DEPARTMENT: Community

Development

TITLE OF ITEM: Annexation: Certificate of Sufficiency- Clear Creek Road (City of

Hendersonville) (C23-30-ANX) – *Tyler Morrow, Planner II*

SUGGESTED MOTION(S):

I move Council to accept the City Clerk's Certificate of Sufficiency for the petition submitted by the City of Hendersonville and set June 1st, 2023, as the date for public hearing.

SUMMARY: File # C23-30-ANX

The Community Development Department has received a petition from the City of Hendersonville for contiguous annexation of PINs 9569-89-2546 and 9569-99-1449 located on Clear Creek Road that is approximately 26.76 acres. Please refer to the attached maps for additional information.

Attached is the Clerk's Certificate of Sufficiency finding that the petition is valid. The next step in the annexation process is to accept the Clerk's certificate and set a date for the public hearing on the question of adoption of an ordinance of annexation.

PROJECT/PETITIONER NUMBER:	• C23-30-ANX
PETITIONER NAME:	City of Hendersonville
	Certificate of Sufficiency
ATTACHMENTS:	2. Resolution setting public hearing
	3. Annexation Plat
	4. Typed legal description
	5. GIS map
	6. Deed
	7. Annexation Application

CERTIFICATE OF SUFFICIENCY

Re: Petition for Contiguous Annexation

Petitioner: The City of Hendersonville

File No. C23-30-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina: I, Jill Murray, City Clerk, being first duly sworn, hereby certify that:

- 1. A petition has been received for contiguous annexation of property consisting of +/-26.76 acres located on Clear Creek Road in Hendersonville, NC, being tax parcels PINs 9569-89-2546 and 9569-99-1449, and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."
- 2. An investigation has been completed as required by N.C.G.S. § 160A-31 of the Petition for compliance with the requirements of N.C.G.S. § 160A-31.

Based upon this investigation, I find that

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

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

(City Seal)



EXHIBIT A LEGAL DESCRIPTION

Being all of that real property consisting of PINs 9569-89-2546 and 9569-99-1449 described in the plat recorded in Book 2023-___ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9569-89-2546 and 9569-99-1449 being described by metes and bounds as follows:

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

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

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

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

- 1) South 31°35'34" East 67.61 feet to an unmarked point;
- 2) South 37°34'58" East 138.16 feet to an unmarked point;
- 3) South 42°48'13" East 225.78 feet to an unmarked point;
- 4) South 27°25'14" East 92.05 feet to an unmarked point;
- 5) South 43°08'27" East 71.43 feet to an unmarked point;
- 6) South 73°13'01" East 129.12 feet to an unmarked point;
- 7) South 44°49'30" East 44.76 feet to an unmarked point;
- 8) South 22°33'51" East 92.60 feet to an unmarked point;
- 9) South 50°23'30" East 98.90 feet to an unmarked point;

- 10) South 73°00'53" East 78.21 feet to an unmarked point;
- 11) South 79°00'55" East 66.13 feet to an unmarked point;
- 12) North 88°56'32" East 75.40 feet to an unmarked point;
- 13) North 77°25'54" East 108.78 feet to an unmarked point;
- 14) South 80°56'59" East 49.37 feet to an unmarked point;
- 15) South 62°24'20" East 119.89 feet to an unmarked point;
- 16) South 74°55'16" East 95.70 feet to an unmarked point;
- 17) South 69°51'23" East 93.86 feet to an unmarked point;
- 18) South 86°09'07" East 88.59 feet to an unmarked point;
- 19) North 88°05'14" East 110.29 feet to an unmarked point;
- 20) North 80°36'17" East 73.51 feet to an unmarked point;
- 21) North 69°56'02" East 99.51 feet to an unmarked point;
- 22) North 66°16'11" East 119.99 feet to an unmarked point on a bridge in the center of Clear Creek Road;

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

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

Thence leaving the branch and continuing with said Holbert line South 06°44'45" West (passing a 5/8" rebar at 18.83 feet) a total distance of 270.04 feet to a 3/4" open top pipe at the northeastern corner of Section G of Section 1 of the Pinehurst Subdivision as shown if PC "C", Slide 118; thence leaving the Holbert line with the Pinehurst line North 83°03'54" West (passing a 5/8" iron rod at 100.06 feet) a total distance of 136.79 feet to a 3/4" crimped top pipe; thence North 60°41'32" West 172.41 feet to a 3/4" open top pipe at the northeastern most corner of the Windsor Hills, Inc. Subdivision; thence leaving the Pinehurst line with the Windsor Hills, Inc. Line North 45°49'00" West 218.34 feet to a 5/8" rebar with "EHA" cap; thence North 11°53'13"

West (passing a 3/4" crimped top pipe at 83.86 feet; and passing another 3/4" crimped top pipe at 230.65 feet) a total distance of 290.00 feet to a 3/4" crimped top pipe; thence North 71°38'18" West (passing a 3/4" crimped top pipe at 89.88 feet) a total distance of 185.04 feet to a 3/4" crimped top pipe; thence South 40°37'17" West 163.91 feet to a 3/4" crimped top pipe; thence North 60°17'50" West 150.79 feet to a 3/4" crimped top pipe; thence North 73°11'39" West 128.96 feet to the POINT AND PLACE OF BEGINNING, containing 26.76 acres, more or less.

Resol	ution	#	_	

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

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

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

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. June 1st, 2023, or as soon thereafter as it may be heard.

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

Being all of that real property consisting of PINs 9569-89-2546 and 9569-99-1449 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9569-89-2546 and 9569-99-1449 being described by metes and bounds as follows:

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

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

- 1) North 33°05'11" East 32.90 feet to an unmarked point;
- North 11°02'49" East 63.13 feet to an unmarked point;
- 3) North 43°36'44" West 31.51 feet to an unmarked point;
- 4) North 04°35'58" West 39.67 feet to an unmarked point;
- 5) North 28°16'04" East 94.23 feet to an unmarked point;

- 6) North 19°37'50" East 127.86 feet to an unmarked point;
- 7) North 29°42'29" East 113.55 feet to an unmarked point;
- 8) North 23°14'22" East 35.28 feet to an unmarked point at the intersection of the center of Mud Creek and the center of Clear Creek, said point also being the end of the existing City limits;

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

- 1) South 31°35'34" East 67.61 feet to an unmarked point;
- 2) South 37°34'58" East 138.16 feet to an unmarked point;
- 3) South 42°48'13" East 225.78 feet to an unmarked point;
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- 5) South 43°08'27" East 71.43 feet to an unmarked point;
- 6) South 73°13'01" East 129.12 feet to an unmarked point;
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- 10) South 73°00'53" East 78.21 feet to an unmarked point;
- 11) South 79°00'55" East 66.13 feet to an unmarked point:
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- 14) South 80°56'59" East 49.37 feet to an unmarked point;
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- 17) South 69°51'23" East 93.86 feet to an unmarked point;
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- 21) North 69°56'02" East 99.51 feet to an unmarked point:
- 22) North 66°16'11" East 119.99 feet to an unmarked point on a bridge in the center of Clear Creek Road;

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

described in DB 1657, Page 655 on a bearing of North 80°48'10" West 162.45 feet to an unmarked point in a branch at the northeastern corner of the Curtis and Juanita Holbert property as described in DB 1612, Page 441; thence with said Holbert line and the branch the following 6 (six) calls:

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

Thence leaving the branch and continuing with said Holbert line South 06°44'45" West (passing a 5/8" rebar at 18.83 feet) a total distance of 270.04 feet to a 3/4" open top pipe at the northeastern corner of Section G of Section 1 of the Pinehurst Subdivision as shown if PC "C", Slide 118; thence leaving the Holbert line with the Pinehurst line North 83°03'54" West (passing a 5/8" iron rod at 100.06 feet) a total distance of 136.79 feet to a 3/4" crimped top pipe; thence North 60°41'32" West 172.41 feet to a 3/4" open top pipe at the northeastern most corner of the Windsor Hills, Inc. Subdivision; thence leaving the Pinehurst line with the Windsor Hills, Inc. Line North 45°49'00" West 218.34 feet to a 5/8" rebar with "EHA" cap; thence North 11°53'13" West (passing a 3/4" crimped top pipe at 83.86 feet; and passing another 3/4" crimped top pipe at 230.65 feet) a total distance of 290.00 feet to a 3/4" crimped top pipe; thence North 71°38'18" West (passing a 3/4" crimped top pipe at 89.88 feet) a total distance of 185.04 feet to a 3/4" crimped top pipe; thence South 40°37'17" West 163.91 feet to a 3/4" crimped top pipe; thence North 73°11'39" West 128.96 feet to the POINT AND PLACE OF BEGINNING, containing 26.76 acres, more or less.

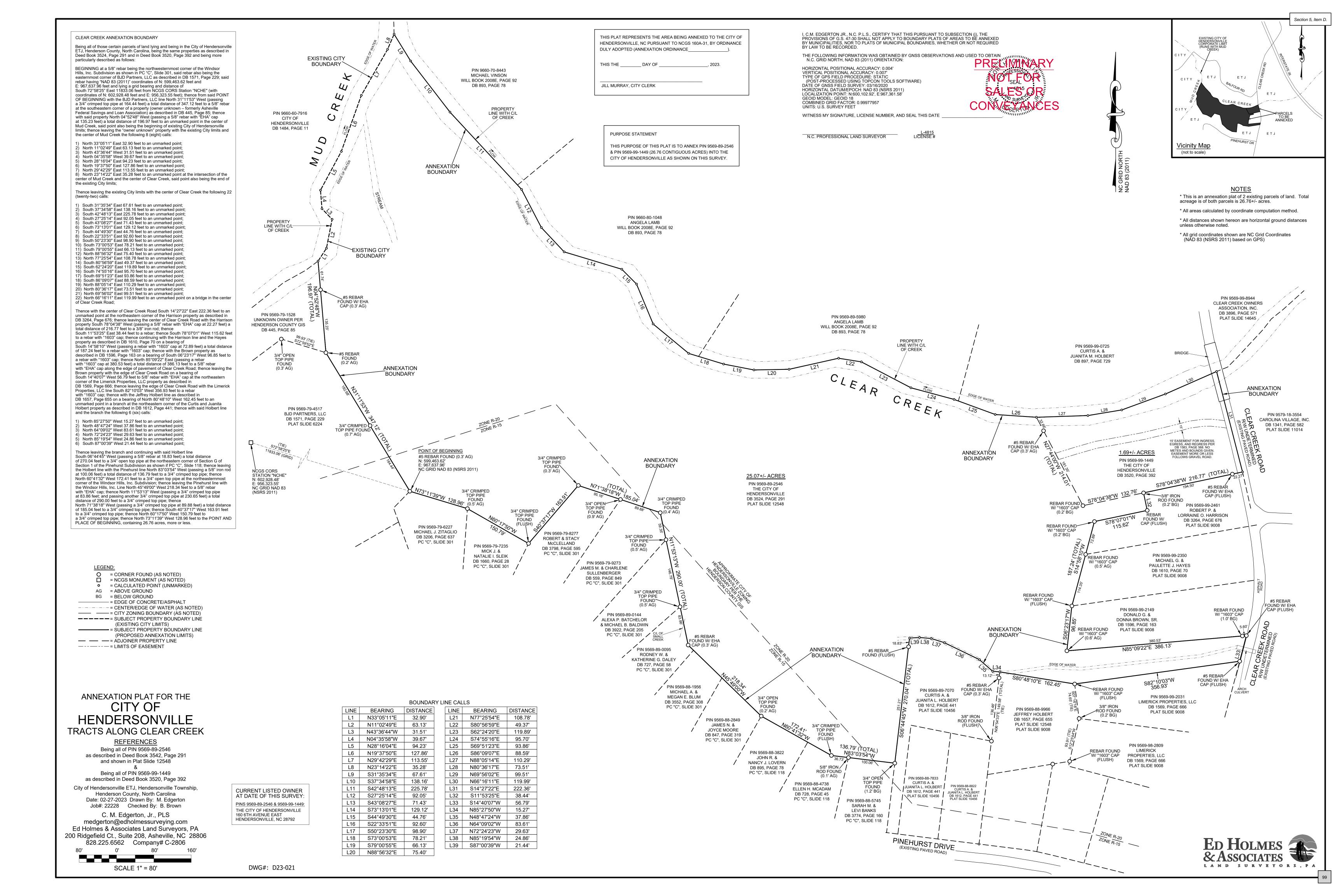
Re: Petition for Contiguous Annexation Petitioners: City of Hendersonville File No. C23-30-ANX

Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

ttest:	Barbara G. Volk, Mayor, City of Hendersonville
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	_		_
Section	5	ltem	n

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



CLEAR CREEK ANNEXATION BOUNDARY

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

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

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- 3) North 43°36'44" West 31.51 feet to an unmarked point;
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- 8) North 23°14'22" East 35.28 feet to an unmarked point at the intersection of the center of Mud Creek and the center of Clear Creek, said point also being the end of the existing City limits;

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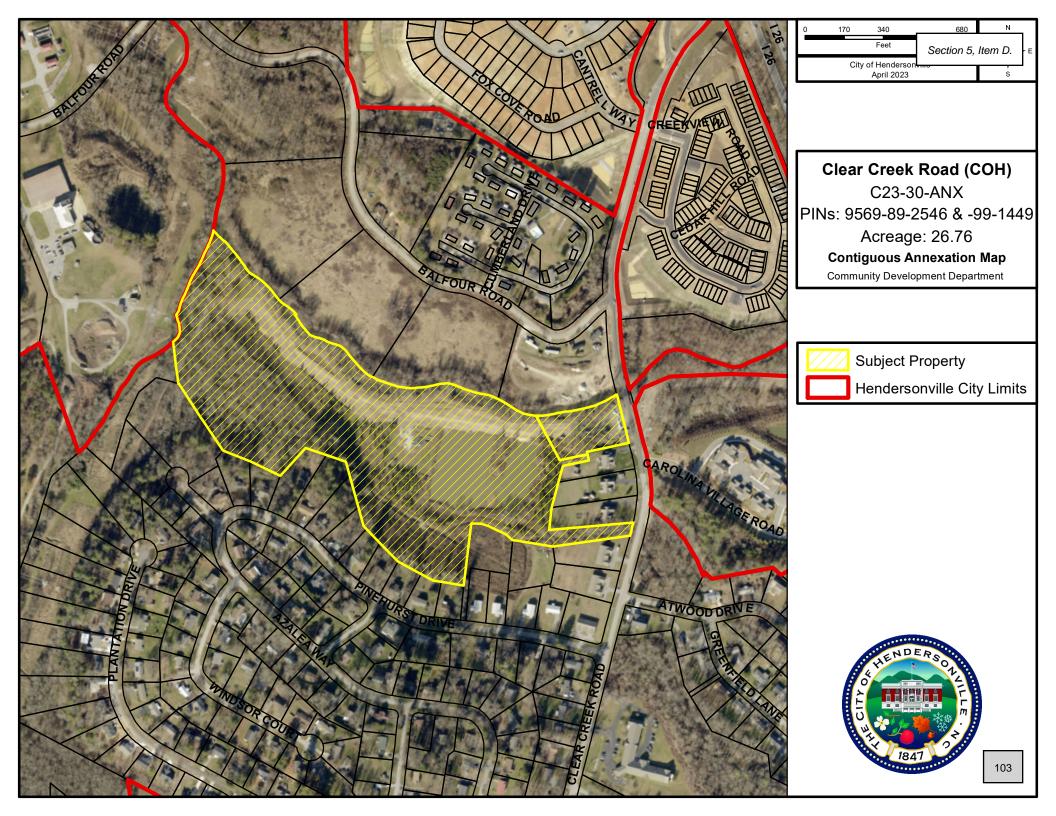
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- 22) North 66°16'11" East 119.99 feet to an unmarked point on a bridge in the center of Clear Creek Road;

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

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

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BOOK 3520 PAGE 392 (2)
928365

This document presented and filed: 07/07/2020 04:28:24 PM

WILLIAM LEE KING, Henderson COUNTY, NC Transfer Tax: \$60.00

Excise Tax \$60.00		
Return to: City Box	1 F-:**	
This instrument was prepared by Samuel I Brief Description for the index	H. Fritschner	
	Tract Clear Creek Rd	
NORTH (CAROLINA GENI	ERAL WARRANTY DEED
THIS DEED made 6 day of	<u>2020</u> , by	and between
GRANTOR		GRANTEE
Joelle Kelly (aka Joelle Orr, aka Joelle Orr Albea) and husband John Kelly		The CITY OF HENDERSONVILLE, A North Carolina Municipal Corporation 160 6th Ave. E, Hendersonville, NC, 2
		TOO ME. I HEREISONINE, MC, Z
with singular, plural, masculine, feminine or new with the Grantor, for a valuand by these presents does grant, bargain	uter as required by conte	said parties, their heirs, successors, and assigns, and shall include xt. by the Grantee, the receipt of which is hereby acknowledged, has Grantee in fee simple, all those two certain lots or parcels of land olina and more particularly described as follows:
	See attached	exhibit 'A'
fee simple. And the Grantor covenants with the Grant	ee, that Grantor is seized e and clear of all encumb	orivileges and appurtenances thereto belonging to the Grantee in of the premises in fee simple, has the right to convey the same in rances, and that Grantor will warrant and defend the title against ons hereinafter stated.
Title to the property hereinabove describe	ed is subject to the follow	ing exceptions:
	uly executed the foregoin	ons and Easements of Record. Subject to rights of way of record. g as of the day and year first above written. (SEAL)
Joelle Kelly a k.a. Joelle Orratkla. Joelle Or John Kelly	r Albea	
	before me this day and y hand and Notarial All Notarial Her	on County, North Carolina, certify that Joelle Kelly (aka Joelle Orracknowledged the due execution of the foregoing instrument for partial, this the day of 2020. y Public derson and the foregoing instrument for and and and and and and and and and

N.C. Bar Assoc. Form No. 3 @ 1977

#003

Printed by Agreement with the N.C. Bar Assoc.

EXHIBIT A

Book 3520 Page 393

BEGINNING at a point at the intersection of the center of clear Creek with the center of the right of way of Clear Creek Road (SR 1603) at the northeast corner of that property conveyed to Robert d. Williams in Deed Book 648 at Page 683, Henderson County Registry; thence with the center of the right of way for Clear Creek Road, South 15 deg 17 min 09 sec East 230.00 feet to a point; thence leaving the center of the right of way for Clear Creek Road and running South 76 deg 02 min 48 sec West 1.23 feet to an iron pin; thence South 76 deg 02 min 48 sec West 327.26 feet to an iron pin; thence North 29 deg 45 min 50 sec West 181.35 feet to an iron pin; thence North 29 deg 45 min 50 sec West 33.13 feet to a point in the center of Clear Creek; thence with the center of Clear Creek and a portion of the southern edge of that property conveyed to Curtis Andre Holbert in Deed Book 897 at Page 729, the following three courses and distances: North 85 deg 21 min 34 sec East 91.56 feet, North 71 deg 22 min 41 sec East 182.25 feet, and North 64 deg 48 min 42 sec East 120.89 feet to the point and place of BEGINNING, and containing 1.71 acres, more or less, as shown on that survey by Laughter, Austin and Associates, P.A., entitled "Map of Survey made for R. D. Williams", dated November 1, 2000, revised on November 21, 2000, and being Job No 00-049.

ALSO BEING that property conveyed to Joelle Orr by deed recorded in deed Book 1480 at Page 196 in the Office of the Register of Deeds for Henderson County, North Carolina.

Section 5, Item D.

BOOK 3524 PAGE 291 (1)
928890

This document presented and filed: 07/14/2020 02:50:22 PM

Henderson

County

My Comm. Exp.

11-14-2024

WILLIAM LEE KING, Henderson COUNTY, NC Transfer Tax: \$140.00

\$140.00 Excise Tax City Box Return to: Return To: Hogan and Brew, PUC This instrument was prepared by Samuel H. Fritschner Brief Description for the index 25.07 acres Clear Creek Rd NORTH CAROLINA GENERAL WARRANTY DEED 2020, by and between THIS DEED made day of GRANTOR GRANTEE The CITY OF HENDERSONVILLE, a NC **Municipal Corporation** Jeffrey Allen Holbert, a single man 160 6th Ave East Hendersonville NC 28792

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

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

Being all of that tract shown as 25.07 Acres +/- Parcel 2 on plat slide 12548 of the Henderson County Registry.

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

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

Title to the property hereinabove described is subject to the following exceptions:

Subject to Henderson County Ad Valorem taxes. Subject to Restrictions and Easements of Record. Subject to rights of way of record. IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Jeffrey Allen Holbert (SEAL)

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

before me this day and acknowledged the due execution of the foregoing instrument for the purpose therein expressed. Witness my

hand and Notarial stamp or seal, this the 14^{-4} day of 3 ulum, 2020

Notary Public

#003

My commission expires:

11-14-2024



CITY OF HENDERSONVILLE COMMUNITY DEVELOPMENT DEPARTMENT

100 N. King Street, Hendersonville, NC 28792 Phone (828) 697-3010|Fax (828) 698-6185 www.hendersonvillenc.gov

www.hendersonvillenc.gov			
Petition Requesting Annexation			
The following are the required submittals for a complete application for a Voluntary Annexation. Staff will not review applications until each item has been submitted and determined complete. By placing a check mark by each of the following items, you are certifying that you have performed that task.			
1. Completed Application Form			
2. A copy of the deed indicating ownership of the property.			
3. A Survey Plat of the property prepared by a <u>registered</u> surveyor licensed to practice in			
the state of North Carolina.			
4. A typed boundary description of the property.			
A. Property Information			
PIN(s): 9569-89-2546 and 9569-99-1449			
Address(es) / Location of Property:			
Two parcels west of Clear Creek Road along the southern edge of Clear Creek			
Does this property adjoin the present City Limits? X Yes No			
Is the property within the ETJ? Yes No			
D			

Reason for Annexation:

These are properties that the City of Hendersonville owns and will be the location of a greenway and passive park.

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

B. Property Owner Contact Information	
Brent Detwiler	3/24/23
* Printed Applicant Name	Date
City of Hendersonville	
Printed Company Name (if applicable)	
☐ Corporation ☐ Limited Liability Company	☐ Trust ☐ Partnership
Other: Municipality	Solu flower
Property Owner Signature	
City Engineer	City Marager
Property Owner Title (if applicable)	
305 Williams Street	160 6th AvenueWest
Address of Property Owner	. [
Hendersonville, NC 28792	Hendersonville, NC
City, State, and Zip Code	/
828-697-3060	828-697-3000
Telephone	
bdetwiler@hvlnc.gov	i connet@hvlnc.gov
Email	J

Section 5, Item E.



City of Hendersonville SPECIAL EVENT APPLICATION



An application for a permit to conduct a special event pursuant to Section 28-39, Hendersonville City Code.

Please reference the City's Special Event Policy for additional information about the application process.

Note: The person responsible for the special event, or his/her designee, must be present for the duration of the event.

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

Community Development Department City of Hendersonville, Downtown Division

125 5th Ave, Ste 200, Hendersonville, NC 28792 Phone #	: (828) 233-3205
Name of Special Event: Imaculat	a fall Fest
Event Sponsor: Imaculata Catolic	Phone #: 128 606 3703 1828 693
Sponsor Address: 711 Buncombe St.	Hendmonville NC 287391
Authorized Event Coordinator: Junter Hensley	
Cell Phone #: 828 606 3703	Email: 'jenndco 4 a gnoù l. C
Requested Event Date(s): 10/14/2023	Requested Event Hours: 2700 pm
Estimated Past Attendance: 200	Predicted Attendance: 560
Past Vendor Participation: 2 (N6) Predi	cated Vendor Participation:
By signing this agreement, the sponsor will hold harmless the City of Hendersonville, and harmless from and against any and all losses, penalties, damages, settlements, or of every kind and character arising out of or relating to any and all claims, liens, demicharacter in connection with or arising directly or indirectly out of this event and/or will take full responsibility. The City of Hendersonville will not be responsible for personal signature of Authorized Event Representative: APPLICANT	osts, charges professional and attorney's fee or other expenses or liabilities ands, obligations, actions, proceedings or causes of action of every kind and the performance hereof and cased by the negligence of the Sponsor. The Sponsor sonal items or property used as part of event. Date:
Please reference the City of Hendersonville's Special Event Policy for checklist below.	r additional information about the requirements listed in the
Event Description, Statement of Public Benefit & Public Second Event Marketing Strategy & Budget (REQUIRED) - Page #3 Event Site Plan (REQUIRED) - Page #4 in application Event Impact Notification (REQUIRED) - Page #5 in application Formal Event Notice (REQUIRED) Vendor Application & Electrical Needs (AS NEEDED) Page	in application
Event Insurance (REQUIRED)	

Section 5, Item E.



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



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

Immaculata Fall test	
Event Description:	
Innaulata Catholic School Findrainer Event	
a festival to gether comminty, enhana our connections to our committy	
enhana our concetions to our committing	ì
raise money for our school.	

Statement of Public Benefit:

Name of Special Event:

Wire a small Catrolic School in Hendersonille with hopes of creating a family friendly fisheral to bring the commonly together.

Event Marketing Strategy and Budget:

Smell Pondet as this is a tondraiser.

We will adorntise in load Church

Bullotion and social Media.



City of Hendersonville SPECIAL EVENT APPLICATION CITY SERVICES REQUIRED

Section 5, Item E.



Name of Special Event: Tomaculata Fall Fest
What City services are you requesting for this event? Check all that apply.
Road, sidewalk or parking space closure City park reservation "No Parking" signs (can specify time frame on sign) Barricades and/or cones Trash/recycling receptacles Off-duty police Off-duty fire/EMS Electricity access Water access Other
Please provide further explanation (i.e. if road closure is requested, what roads and during what time frame?): Oatland St. Frank L. D. P. L.
12-10 pm

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

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



City of Hendersonville SPECIAL EVENT APPLICATION EVENT SITE PLAN

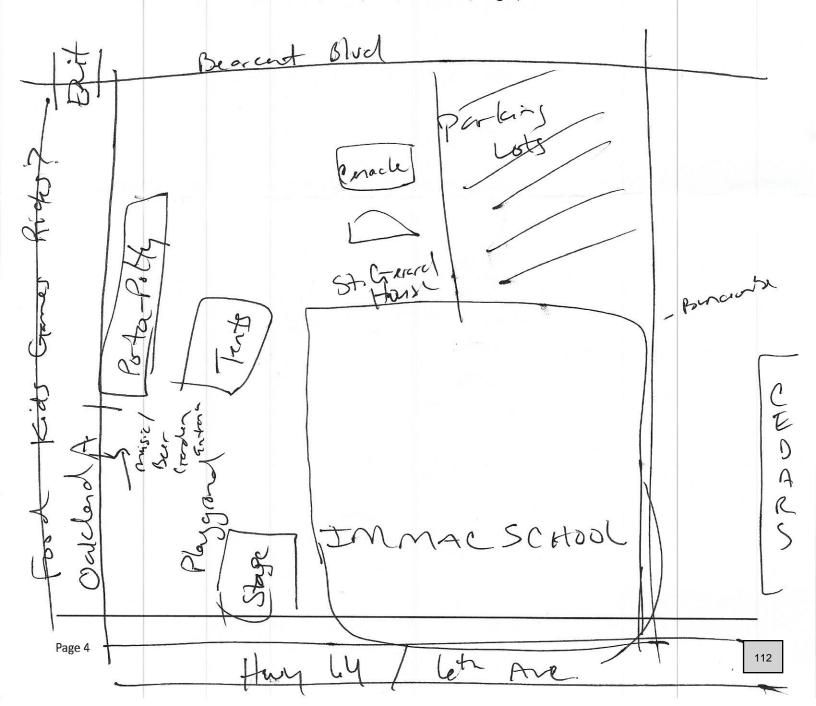
Section 5, Item E.



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

Name of Special Event: Immaur lata Fall Fest

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





City of Hendersonville SPECIAL EVENT APPLICATION EVENT IMPACT NOTIFICATION REQUIREMENT (FOR COMMERCIAL AREAS)



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

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

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

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

Authorized Event Coordinator's Signature

Section 5, Item E.



City of Hendersonville SPECIAL EVENT APPLICATION VENDOR PERMITS AND ELECTRICAL NEEDS



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

	(123) 33, 3600.
	Name of Special Event: Immacylata Fall Fest
	Authorized Vendor Coordinator: Junifer Fully Phone #: 828 6663703 Email: 120 600 000 0000 0000000000000000000000
	Cell Phone #: 8286663703 Email: penalco4 Og
	J
	Please calculate your event vendor fees & electrical usage fees below.
	Total # of Retail Vendors X \$15 =
0	Total # of Single-Day Food Vendors X \$30 =
	Total # of Multi-Day Food Vendors X \$55 X Total # of days =
	Total Vendor Fee Due:
	Electrical Requirements: Location of electrical needs to be included on Event Site Plan.
	((Total # of connections @ 20 Amps or less) x (# of days)) x \$25 =
	((Total # of connections @ 21 to 50 Amps) x (# of days)) x \$50 =
	((Total # of connections @ 50 Amps or more) x (# of days)) X \$100 =
	Total Electrical Usage Fee:
	Total of All Event Fees:
	All Event and Vendor Fees are to be submitted prior to the event. Checks can be made out to the "City of Hendersonville." Payment is accepted in person at
	160 Sixth Avenue East
	Hendersonville, NC 28792
	Please remit payment along with the final invoice you receive from the Community Development Department.
- 3	Jepai ulielli.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

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

Manager

AGENDA SECTION: CONSENT AGENDA DEPARTMENT: Community

Development

TITLE OF ITEM: Special Event: Immaculata Fall Fest - *Jamie Carpenter, Downtown Manager*

SUGGESTED MOTION(S):

I move that City Council approve the special event permit for Immaculata Fall Fest.

SUMMARY:

Immaculata Fall Fest – Requested by Jenn Hensley – Event date: Saturday, October 14 2pm – 10pm. This is the first time this event has requested a street closure. They are seeking to expand onto the street to provide rides and inflatables for families. The majority of the event will be on the Immaculata grounds with overflow into Oakland Street.

Request was for a closure of Oakland Street from 6^{th} Avenue to Bearcat. There was discussion regarding fire truck access to the apartment complex on Oakland and it was further determined to amend the closure request:

- The Closure is for Oakland Street, from 6th Avenue to the entrance of apartment complex on Oakland Street per review by Fire Department for access to apartment.
- The committee approved the closure with the option that it may move back due to Fire inspection of the side entrance to apartment complex on 6th Ave side, if this happens vendors will have to be set up with a 20ft fire lane in the middle of Oakland Street.

BUDGET IMPACT: NA

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

If no, describe how it will be funded.

ATTACHMENTS:

Special Event Application



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Tom Wooten, Director of Public **MEETING DATE:** May 4, 2023

Works

AGENDA SECTION: Consent Agenda DEPARTMENT: Public Works

TITLE OF ITEM: Resolution to Create a Four-Way Stop at Half Moon Trail and Foxtail

Ct./Brookstone Ct., Tom Wooten, Director of Public Works

SUGGESTED MOTION(S):

I move the City of Hendersonville City Council to adopt the resolution creating a four-way stop intersection at Half Moon Trail and Foxtail Ct./Brookstone Ct.

SUMMARY:

The City of Hendersonville has received multiple requests from residents for a four-way stop intersection at Half Moon Trail and Foxtail Ct./Brookstone Ct. due to safety concerns. The safety concerns appear to be valid and will likely increase as the Half Moon Trail subdivision continues to develop which will place additional traffic at that intersection. A four-way stop intersection should help rectify the safety concerns. Staff are requesting approval of the resolution.

ATTACHMENTS:

Resolution

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

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

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

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

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

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

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

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: Tyler Morrow **MEETING DATE:** May 4th, 2023

AGENDA SECTION: CONSENT DEPARTMENT: Community

Development

TITLE OF ITEM: Annexation: Certificate of Sufficiency- Blue Ridge Commerce Center (C23-38-

ANX) – Tyler Morrow, Planner II

SUGGESTED MOTION(S):

I move Council to accept the City Clerk's Certificate of Sufficiency for the petition submitted by Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC and set June 1st, 2023, as the date for public hearing.

SUMMARY: File # C23-38-ANX

The City of Hendersonville has received a petition from Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC for satellite annexation of PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 located on McAbee Court and McMurray Road that is approximately 65.31 acres. Please refer to the attached maps for additional information.

Attached is the Clerk's Certificate of Sufficiency finding that the petition is valid. The next step in the annexation process is to accept the Clerk's certificate and set a date for the public hearing on the question of adoption of an ordinance of annexation.

PROJECT/PETITIONER NUMBER:	•	C23-38-ANX
	•	Asheville Industrial Owner LLC
PETITIONER NAME:	•	Asheville Industrial Owner II LLC
		Certificate of Sufficiency
ATTACHMENTS:		2. Resolution setting public hearing
		3. Annexation Plat
		4. Typed legal description
		5. GIS map
		6. Deeds
		7. Annexation Applications
		8. Certificate of Authority
		9. Property Owner Resolutions

CERTIFICATE OF SUFFICIENCY

Re: Petition for Satellite Annexation

Petitioners: Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC File No. C23-38-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina: I, Jill Murray, City Clerk, being first duly sworn, hereby certify that:

- 1. A petition has been received for satellite annexation of properties consisting of +/- 65.31 acres located on McAbee Court and McMurray Road in Hendersonville, NC, being tax parcel(s) PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432, and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."
- 2. An investigation has been completed as required by N.C.G.S. § 160A-58.2 of the Petition for compliance with the requirements of N.C.G.S. § 160A-58.1.

Based upon this investigation, I find that

- 1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.
- 2. The nearest point on the proposed satellite corporate limit is approximately 5,400 from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.
- 3. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S.160A-58.1 (a).
- 4. No point on the propose satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.
- 5. The area is situated so the City will be able to provide the same services within the proposed corporate limits that is provided within the primary corporate limits.
- 6. The area proposed for annexation is a subdivision as defined in N.C.G.S. § 160D-802. All portions of the subdivision are included in the petition.
- 7. The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.
- 8. The area for annexation meets all other requirements defined in NC 160A-58.54 regarding the character of the area to be annexed.

Having made the findings stated above, I hereby certify the Petition appears to be valid
In witness hereof, I have set my hand and the City Seal on this the day of, 2023.
(City Seal)

EXHIBIT A LEGAL DESCRIPTION

Being all of that real property consisting of PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 being described by metes and bounds as follows:

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

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

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

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

THENCE WITH THE CENTERLINE OF SAID ROAD THE FOLLOWING 24 COURSES:

THENCE S 04°41'50" W A DISTANCE OF 64.74' TO A POINT; THENCE S 05°38'56" W A DISTANCE OF 146.33' TO A POINT; THENCE S 05°51'59" W A DISTANCE OF 142.70' TO A POINT; THENCE S 06°25'49" W A DISTANCE OF 145.04' TO A POINT; THENCE S 05°41'54" W A DISTANCE OF 94.58' TO A POINT; THENCE S 06°04'54" W A DISTANCE OF 94.74' TO A POINT; THENCE S 06°02'17" W A DISTANCE OF 48.13' TO A POINT; THENCE S 05°30'31" W A DISTANCE OF 50.73' TO A POINT; THENCE S 05°52'55" W A DISTANCE OF 94.40' TO A POINT; THENCE S 06°19'38" W A DISTANCE OF 95.68' TO A POINT; THENCE S 06°10'50" W A DISTANCE OF 96.09' TO A POINT;

THENCE S 05°52'32" W A DISTANCE OF 287.68' TO A POINT;

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

THENCE S 06°09'40" W A DISTANCE OF 97.15' TO A POINT; THENCE S 05°32'15" W A DISTANCE OF 95.93' TO A POINT;

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

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

THENCE S 01°08'50"E A DISTANCE OF 49.06' TO AN EXISTING SPINDLE IN THE CENTERLINE OF MCMURRAY ROAD, S.R. 1790, IN THE MARGIN OF THE RIGHT OF WAY FOR INTERSTATE 26. SAID SPINDLE HAVING N.A.D. 83/2011 COORDINATES OF NORTHING- 581579.594', EASTING- 983244.193' WITH A COMBINED FACTOR OF 0.99977646;

THENCE WITH THE MARGIN OF THE RIGHT OF WAY FOR INTERSTATE 26 THE FOLLOWING 13 COURSES: N 85°08'49"W A DISTANCE OF 43.25' TO AN EXISTING #5 REBAR;

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

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

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

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

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

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

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

MONUMENT;

THENCE N 38°11'08" W A DISTANCE OF 108.38' TO A #5 REBAR SET:

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

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

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 361.03', WITH A RADIUS OF 2717.10', WITH A CHORD BEARING OF N 31°56'53" W, WITH A CHORD LENGTH OF 360.77', TO A #5 REBAR SET;

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

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

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

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

THENCE N 03°54'21" E A DISTANCE OF 202.07' TO AN EXISTING CONCRETE MONUMENT WITH CAP;

THENCE N 08°27'41" E A DISTANCE OF 276.11' TO AN EXISTING CAPPED REBAR;

WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 2845116.8 SQUARE FEET, 65.31 ACRES

Resolution	#	-

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

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

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

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

Section 1. A public hearing on the question of annexation of the satellite area described herein will be held at City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. June 1st, 2023, or as soon thereafter as it may be heard.

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

Being all of that real property consisting of PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 described in the plat recorded in Book 2023-_____[to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9588-31-1844, 9588-22-8495, 9588-23-3192, 9588-13-8975, and 9588-23-9432 being described by metes and bounds as follows:

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

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

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

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

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

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

OF 287.68' TO A POINT;

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

THENCE S 06°09'40" W A DISTANCE OF 97.15' TO A POINT; THENCE S 05°32'15" W A DISTANCE OF 95.93' TO A POINT;

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

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

THENCE S 01°08'50"E A DISTANCE OF 49.06' TO AN EXISTING SPINDLE IN THE CENTERLINE OF MCMURRAY ROAD, S.R. 1790, IN THE MARGIN OF THE RIGHT OF WAY FOR INTERSTATE 26. SAID SPINDLE HAVING N.A.D. 83/2011 COORDINATES OF NORTHING-581579.594', EASTING-983244.193' WITH A COMBINED FACTOR OF 0.99977646;

THENCE WITH THE MARGIN OF THE RIGHT OF WAY FOR INTERSTATE 26 THE FOLLOWING 13 COURSES: N 85°08'49"W A DISTANCE OF 43.25' TO AN EXISTING #5 REBAR;

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

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

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

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

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

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

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

THENCE N 38°11'08" W A DISTANCE OF 108.38' TO A #5 REBAR SET;

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

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

THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 361.03', WITH A RADIUS OF 2717.10', WITH A CHORD BEARING OF N 31°56'53" W, WITH A CHORD LENGTH OF 360.77', TO A #5 REBAR SET;

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

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

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

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

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

WHICH IS THE POINT OF BEGINNING,

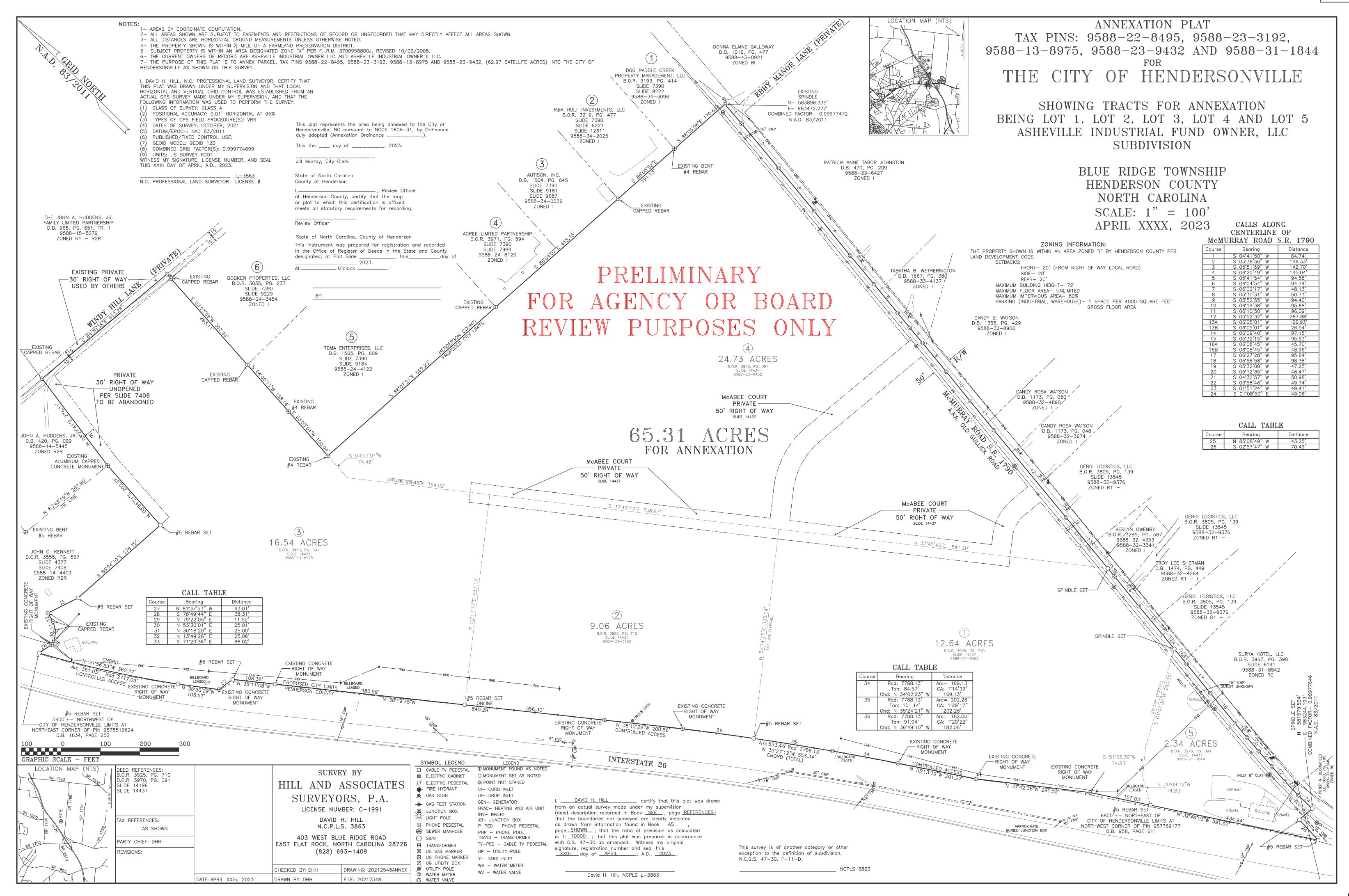
HAVING AN AREA OF 2845116.8 SQUARE FEET, 65.31 ACRES

Re: Petition for Satellite Annexation

Petitioners: Asheville Industrial Owner LLC and Asheville Industrial Owner II LLC File No. C23-38-ANX

Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

Attest:	Barbara G. Volk, Mayor, City of Hendersonvil
Jill Murray, City Clerk	
Approved as to form:	



PRELIMINARY

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

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

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THENCE S 04°00'13" W A DISTANCE OF 158.14' TO AN EXISTING #4 REBAR;

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THENCE WITH THE CENTERLINE OF SAID ROAD THE FOLLOWING 24 COURSES:

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THENCE S 05°41'54" W A DISTANCE OF 94.58' TO A POINT;

THENCE S 06°04'54" W A DISTANCE OF 94.74' TO A POINT;

THENCE S 06°02'17" W A DISTANCE OF 48.13' TO A POINT;

THENCE S 05°30'31" W A DISTANCE OF 50.73' TO A POINT;

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THENCE S 71°20'36" E A DISTANCE OF 86.02' TO A #5 REBAR SET;

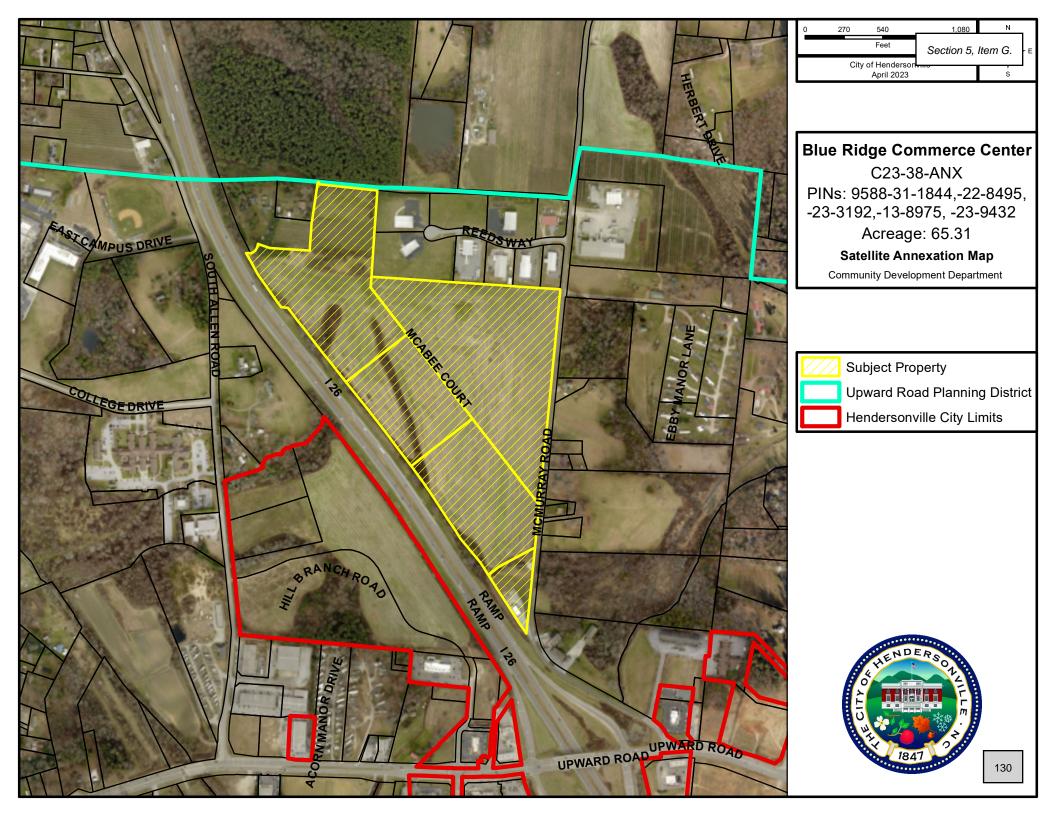
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THENCE N 08°27'41" E A DISTANCE OF 276.11' TO AN EXISTING CAPPED REBAR;

WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 2845116.8 SQUARE FEET, 65.31 ACRES



Section 5, Item G

BK 3925 PG 710 - 716 (7)

This Document eRecorded:

DOC# 981391

06/14/2022 01:45:16 PM

Fee: \$26.00

Henderson County, North Carolina William Lee King, Register of Deeds

Tax: \$17,634.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax:	\$17,634.00	
Parcel ID:	9588233651, 9588136579, and 9588231267	
Mail/Box to:	Oppidan, 400 Water Street, Ste 200, Excelsior, MN 55331	
Prepared by:	Van Winkle, Buck, Wall, Starnes & Davis, PA 422 S. Main Street,	
	Hendersonville, NC 28792 (MMT)	
Brief description for the Index:	Tract McMurray Road	

THIS GENERAL WARRANTY DEED ("Deed") is made on the $\mathcal{P}^{\mathcal{I}}$ day of JUNE, 2022, by and between:

GRANTOR	GRANTEE
THE JOHN A. HUDGENS, JR. FAMILY LIMITED PARTNERSHIP, a Delaware partnership duly authorized to conduct business in North Carolina Whose mailing address is: 819 McMurray Road Flat Rock, NC 28731	ASHEVILLE INDUSTRIAL OWNER LLC, a Delaware limited liability company Whose mailing address is: c/o Rockpoint Group, L.L.C. Woodlawn Hall at Old Parkland 3953 Maple Avenue, Suite 300 Dallas, Texas 75219

Enter in the appropriate block for each Grantor and Grantee their name, mailing address, and, if appropriate, state of organization and character of entity, e.g. North Carolina or other corporation, LLC, or partnership. Grantor and Grantee includes the above parties and their respective heirs, successors, and assigns, whether singular, plural, masculine, feminine or neuter, as required by context.

FOR VALUABLE CONSIDERATION paid by Grantee, the receipt and legal sufficiency of which is acknowledged, Grantor by this Deed does hereby grant, bargain, sell and convey to Grantee, in fee simple, all that certain lot, parcel of land or condominium unit in the <u>Blue Ridge Township</u>, <u>Henderson</u> County, North Carolina and more particularly described as follows (the "Property"):

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

All or a portion of the Property was acquired by Grantor by instrument recorded in <u>Book 965 Page 655</u>, <u>Book 1367 page 22</u>, and <u>Book 3693 Page 51</u>, <u>Henderson County Registry</u>.

RETURN TO: Commercial Partners Title 200 S. Sixth Street #1300 Minneapolis, MN 55402

58848

20 +3 KS

Submitted electronically by "First National Financial Title Services, LLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Henderson County Register of Deeds.

131

BK 3925 PG 710 - 716 (7) DOC# 981391

All or a portion of the Property \square includes or \boxtimes does not include the primary residence of a Grantor.

A map showing the Property is recorded in Plat Book 2022 Slide 14196.

TO HAVE AND TO HOLD the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple. Grantor covenants with Grantee that Grantor is seized of the Property in fee simple, Grantor has the right to convey the Property in fee simple, title to the Property is marketable and free and clear of all encumbrances, and Grantor shall warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Those matters listed on Exhibit B, attached hereto.

IN WITNESS WHEREOF, Grantor has duly executed this Deed, if an entity by its duly authorized representative.

THE JOHN A. HUDGENS, JR. FAMILY LIMITED PARTNERSHIP, a Delaware partnership duly authorized to conduct business in North Carolina

Kathryn Hudgens, Partner

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

I, <u>MORGAN E. GORDON</u>, a Notary Public of the County and State aforesaid, certify that **Kathryn Hudgens**, **Partner**, who personally appeared before me this day and acknowledged the execution of the foregoing instrument for the purposes therein expressed. Sworn to and subscribed to before me. Witness my hand and official stamp or seal, this _____ day of June, 2022.

MY COMMISSION EXPIRES: 10-19-2024

Notary Public

NOTARY

My Commission Expires By:

PUBLIC

EXHIBIT A

BEING all of that 65.31 acres as shown on that plat entitled "PLAT OF SURVEY FOR OPPIDAN HOLDINGS, LLC", dated May 19, 2022, prepared by Hill and Associates, Surveyors, PA and recorded in Plat Book 2022 Slide 14196, Henderson County Registry, reference to which is hereby made and incorporated herein for greater certainty of description,

AND BEING a recombination of the properties described in Deed Book 965, Page 651, Tract 2, Excluding Deed Book 401, Page 480; Deed Book 965, Page 655; Deed Book 1367, Page 022; and Book of Record 3693, Page 051; being 65.31 acres total,

Blue Ridge Township, Henderson County, North Carolina

SUBJECT TO THE TERMS AND CONDITIONS OF EXHIBIT C ATTACHED HERETO, THERE IS HEREBY RESERVED BY THE GRANTOR HEREIN, their heirs and assigns, a perpetual non-exclusive right of way for purposes of access and utilities (including but not limited to the right to connect to any utilities existing on the 65.31 acre tract described above) as set forth on Exhibit C attached hereto (the "**Right of Way**"), said right of way being 50 feet in width, running from McMurray Road (SR1790) along and within the northern boundary of the property described above, to a portion of property retained by the Grantors herein and described in Book 965 Page 651 having PIN No. 9988144403 and Pin No. 9588145445 and 9588155279, Henderson County Registry, said right of way being more particularly described as follows (the "**Right of Way Area**"):

Beginning at a Spindle in the centerline of McMurray Road, SR 1790. Being the Northeast corner of Deed Book 965, Page 651, Tract 2;

thence S 04°41'50" W a distance of 50.00' to a point in the centerline of McMurray Road, SR 1790;

thence N 86°05'06" W a distance of 170.00' to a point;

thence N 86°05'52" W a distance of 191.13' to a point;

thence N 86°04'07" W a distance of 415.14' to a point;

thence N 86°07'21" W a distance of 619.21' to a point;

thence N 03°53'04" E a distance of 200.10' to a point;

thence N $04^{\circ}00'13''$ E a distance of 158.14' to a point;

thence N 03°53'58" E a distance of 309.28' to a point in the Northern line of Deed Book 1367, Page 022, Slide 7408 and in the Southern line of Deed Book 965, Page 651, Tract 1;

thence S 84°30'38" E a distance of 50.02' to a Capped Rebar the Northeast corner of Deed Book 1367, Page 022, shown on Slide 7408 and in the Southern line of Deed Book 965, Page 651, Tract 1;

thence S 03°53'58" W a distance of 307.94' to a Capped Rebar, common corner Lot 5 and Lot 6, Blue Rock Commerce Center, Slide 9184 and Slide 9229;

thence S 04°00'13" W a distance of 158.14' to a #4 Rebar;

thence S 03°53'04" W a distance of 150.04' to a #4 Rebar the Southwest corner Lot 5, Blue Rock Commerce Center, Slide 9184;

thence S 86°07'21" E a distance of 569.23' to a Capped Rebar, common corner Lot 4 and Lot 5, Blue Rock Commerce Center, Slide 7984 and Slide 9184;

thence S 86°04'07" E a distance of 415.15' to a Capped Rebar, common corner Lot 2 and Lot 3, Blue Rock Commerce Center, Slide 9181, Slide 9687, Slide 9221 and Slide 12611;

thence S 86°05'52" E a distance of 191.13' to a Bent #4 Rebar common corner Lot 1 and Lot 2, Blue Rock Commerce Center, Slide 9221, Slide 12611 and Slide 9222;

thence S 86°05'06" E a distance of 170.69' to the Point and Place of Beginning; and being shown on "PLAT OF A.L.T.A./N.S.P.S. SURVEY FOR OPPIDAN HOLDINGS, LLC" dated May _____, 2022, prepared by Hill and Associates, Surveyors, PA, reference to which is hereby made and incorporated herein for greater certainty of description.

EXHIBIT B

PERMITTED EXCEPTIONS

- 1. 2022 ad valorem taxes, a lien but not yet due and payable.
- 2. Easements in favor of Duke Power Company recorded in Book 362 Page 256, Book 374 Page 114, Book 431 Page 117, Book 462 Page 158, Book 474 Page 45, and Book 492 Page 21, Henderson County Registry.
- 3. Right of Way Agreement from John A. Hudgens, Jr. and wife, Roberta E. Hudgens to the State Highway Commission, dated February 20, 1962 and recorded in Book 401 Page 480, Henderson County Registry.
- 4. Right of Way Agreement from John A. Hudgens, Jr. and wife, Roberta E. Hudgens to the State Highway Commission, dated May 8, 1967 and recorded in Book 449 Page 320, Henderson County Registry
- 5. Right of Way Agreement from Enno F. Camenzind to the Department of Transportation, dated November 20, 1995 and recorded in Book 884 Page 781, Henderson County Registry
- 6. Right of Way Agreement from John A. Hudgens, Jr. and wife, Roberta E. Hudgens to the Department of Transportation, dated October 11, 1995 and recorded in Book 884 Page 784, Henderson County Registry
- 7. Agreement Establishing Common Drive Easement and Associated Rights and Responsibilities dated July 8, 2008 and recorded in Book 1367 Page 13, Henderson County Registry.
- 8. Easement contained in that certain General Warranty Deed from Peggy Camenzind Cabe and Robert Otto Camenzind, Trustees of the Trusts established under the Wills of Enno F. Camenzind (deceased) and Ella H. Camenzind (deceased) to McNutt Investments, LLC, dated July 8, 2008 and recorded in Book 1367 Page 9, Henderson County Registry
- 9. Right of Way Agreement from Sarah Smyth Hudgens Uzzell, et al. to the State Highway Commission dated April 13, 1962 and recorded in Book 435 Page 317, Henderson County Registry
- 10. Easement in favor of Duke Power Company recorded in Book 777 Page 195, Henderson County Registry
- 11. Terms, conditions, easements, limitation of access and right of way condemned by Final Judgment and Order of Disbursement recorded in Book 421 Page 303, Henderson County Registry, as affected by Memorandum of Action recorded in Book 409 Page 43, Henderson County Registry.
- 12. Easement from E. Smyth Hudgens to Duke Power Company recorded in Book 777 Page 145, Henderson County Registry

EXHIBIT C

RIGHT OF WAY TERMS AND CONDITIONS

Grantor and, by acceptance of this Deed, Grantee acknowledge and agree as follows with respect to the reserved Right of Way:

- Grantor may use the Right of Way for (a) constructing, repairing, maintaining and operating underground utility lines to serve that certain real property in Henderson County, North Carolina having PIN No. 9588155279, Pin No. 9988144403 and PIN No. 9588145445 (including but not limited to the right to connect to any utilities existing on the 65.31 acre tract described in Exhibit A) (the "Utilities"), and access to such Utilities as necessary to accomplish the foregoing uses, provided that such use does not permanently disrupt or materially adversely affect any utilities serving the 65.31 acre tract described in Exhibit A, and (b) pedestrian and vehicular access pursuant to NC DOT standards for industrial traffic to and from the real properties in Henderson County, North Carolina having PIN No. 9588155279, Pin No. 9988144403 and PIN No. 9588145445. Prior to any construction, repair or maintenance of the Utilities, Grantor shall notify Grantee in writing of the work Grantor intends to perform in the Right of Way and coordinate such work with Grantee so as to minimize any disruption or effect on any utilities serving the 65.31 acre tract described in Exhibit A, and Grantee shall use good faith efforts to so coordinate such work with Grantor. For the avoidance of doubt, Grantor may not construct any aboveground utility lines or other structures in the Right of Way Area. Grantee reserves and retains the right to use the Right of Way Area in any manner that does not interfere with the Right of Way. During or immediately after any work in the Right of Way Area pursuant to the Right of Way, Grantor, at its sole cost and expense, shall take or cause to be taken all reasonable measures to restore the surface of the Right of Way Area to the condition which existed prior to such work.
- 2. Grantor accepts sole responsibility for the maintenance, repair and upkeep of the Utilities, and shall keep the Utilities in a reasonably safe condition and in compliance with all applicable law. All costs and expenses of the construction, maintenance, repair and upkeep of the Utilities shall be borne exclusively by Grantor. In the event that the Grantor fails to maintain or repair the Utilities or the Right of Way Area in accordance with this Deed, Grantee may give Grantor a notice stating that Grantor will have 30 days to perform such maintenance or repair. If Grantor fails to perform such maintenance or repair within such 30-day period, Grantee may give Grantor a notice stating that Grantor will have 10 additional days to perform such maintenance or repair. If Grantor fails to perform such maintenance or repair within such 10-day period, Grantee may independently contract to have such maintenance or repair work performed and bill Grantor for all reasonable charges associated with such work. Grantor shall reimburse Grantee promptly upon receipt of the bill for said maintenance or repair work. Grantor and Grantee shall use good faith efforts to resolve any disagreements between them regarding the proper maintenance and repair of the Utilities.
- 3. Grantor shall indemnify, assume the defense of, and hold free and harmless Grantee (and its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members) from any and all obligations, liabilities, claims, demands, loss, damages, injury, suit, cost, or cause of action whatsoever, including a reasonable sum for attorneys' fees, whether or not suit is filed, in any way due to, arising out of, or related to: (i) the Right of Way and/or use of the

Right of Way Area, (ii) the activities in the Right of Way Area by Grantor, its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members, or any other person gaining access to the Right of Way Area pursuant to this Deed, and (iii) the failure to perform or breach of any of Grantor's obligations under this Deed.

- 4. Grantor and its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members hereby assume any risk involved in respect to the Right of Way and the Right of Way Area, and do hereby release and discharge Grantee and its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members from any liability for loss, damage, or injury incurred by them arising out of the Right of Way or Grantor's, or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members, entry or presence upon the Right of Way Area.
- During any time that Grantor or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives or members are constructing or repairing the Utilities, Grantor shall carry and maintain, at Grantor's expense, commercial general liability and property damage liability insurance, with a combined single limit of not less than \$2,000,000.00, and workers' compensation insurance as required by law. Grantor shall require that all contractors employed in connection with the Utilities shall carry general liability insurance, and workers' compensation insurance as required by law. All general liability insurance shall be provided on a CG 00 01 form or equivalent, including, without limitation, personal injury and contractual liability coverage for the performance by Grantor of the indemnity agreements set forth in this deed. Such liability policies carried by Grantor and its contractors shall name Grantee, its affiliates and its lenders as an additional insured, entitling it to recover under such policies for any loss sustained by it, its Parties lenders and any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members. Workers' compensation policies shall include a provision waiving subrogation against additional insured parties. Such policies shall provide that they may not be terminated or modified except after thirty (30) days prior to written notice to Grantee. Such policies shall be written as primary policies, not contributing with, and not supplemental to, any coverage that Grantee may carry. Grantor shall deliver to Grantee certificates of insurance evidencing the insurance required under this deed, prior to any entry by Grantor or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members on the Grantee's property.
- 6. Grantor shall have no claim of adverse possession to the Right of Way Area, and Grantor hereby waives and releases same.
- 7. Grantor, in its use of the Right of Way and the Utilities, shall at all times and at its own cost comply with all applicable laws, ordinances, rules, and regulations, including without limitation all environmental laws. Without limiting the foregoing, Grantor shall comply with and obtain and maintain in full force and effect any and all governmental permits necessary for its use of the Right of Way and the Utilities.
- 8. Grantor shall have no right, power or authority to bind Grantee or any interest of Grantee in the Right of Way Area under any statute relating to liens or by a contract by or on behalf of Grantor for the furnishing of any work, labor, or material on or to the Right of Way Area. Grantor

agrees not to permit or suffer and, to the extent permitted or suffered, cause to be promptly (and in any event within 30 days after receipt of notice thereof) removed and released at its sole cost and expense, any mechanic's lien, materialman's or other lien on account of supplies, machinery, tools, equipment, labor or materials furnished or used, or claimed to be furnished or used, in connection with the entry or work upon or in relation to the Right of Way by Grantor or any of its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members; provided, however, that if Grantor wishes to contest any such lien, Grantor shall promptly (and in any event within 30 days after receipt of notice thereof) bond over such lien in a manner and amount sufficient under applicable law to cause such lien to be discharged of record and prevent any sale or forfeiture of the Right of Way Area or the 65.31 acre tract described in Exhibit A. If Grantor fails to do so, or the Right of Way Area or the 65.31 acre tract described in Exhibit A is in imminent danger of being forfeited or foreclosed, then Grantee shall have the right, at Grantor's sole cost, to pay whatever sum is demanded by the claimant without inquiring as to the validity or reasonableness of the claim, in order to cause the lien to be released. Grantee may, at its option, at Grantor's cost and expense, enter into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantee deems necessary to defend itself and the Right of Way Area from and against all claims or liability arising by, through or under Grantor or its affiliates, managers, officers, partners, shareholders, employees, lenders, representatives and members as set forth herein. Grantor acknowledges and agrees that Grantee may, but shall not be required to, post or serve a notice that Grantee's interest in the Right of Way Area shall not be subject to any mechanic's liens pursuant to applicable law, and to take such other action as Grantee deems necessary to comply with the provisions of applicable law.

- 9. The provisions of this Deed regarding the Right of Way and the Right of Way Area constitute the entire agreement between Grantor and Grantee regarding the Right of Way and the Right of Way Area.
- 10. Grantee's rights hereunder shall run with the land described on Exhibit A attached hereto. Grantor's and Grantee's acknowledgements and agreements shall be binding on their heirs and assigns.
- 12. Nothing herein is intended to benefit any third party, or create any third party beneficiary.
- 13. Should any litigation be commenced between Grantor and Grantee concerning any breach or interpretation hereof the rights or duties of Grantor or Grantee hereunder, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be provided herein, to a reasonable sum as and for attorney's fees in such litigation.
- 14. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Right of Way Area to or for the general public or for any public purpose.

BK 3970 PG 91 - 95 (5)

DOC# 987503 This Document eRecorded: 10/03/2022 02:18:22 PM

Fee: \$26.00

Henderson County, North Carolina William Lee King, Register of Deeds

Prepared by and return to:

GIBSON, DUNN & CRUTCHER LLP 555 MISSION STREET SAN FRANCISCO, CA 94105 ATTN: DAN BALL

Revenue Stamps: \$0.00

No consideration is due or has been paid in connection with this transfer, therefore no excise taxes are due pursuant to NC Statute Section 105-228.29(6).

Tax Parcel Number(s): Part of Parcel No. 1010683, 9939472 and 10007070

STATE OF NORTH CAROLINA

QUITCLAIM DEED

COUNTY OF HENDERSON

THIS QUITCLAIM DEED is made and entered into this the day of September, 2022 by ASHEVILLE INDUSTRIAL OWNER LLC, a Delaware limited liability company (the "Grantor"), whose address is: Woodlawn Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas, TX 75219, and ASHEVILLE INDUSTRIAL OWNER II LLC, a Delaware limited liability company (the "Grantee"), whose address is: Woodlawn Hall at Old Parkland, 3953 Maple Avenue, Suite 300, Dallas, TX 75219. The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor has and by these presents does hereby quitclaim and forever release to Grantee and Grantee's heirs, successors and assigns, all of such right, title and interest as Grantor has or may have in or to those certain lots or parcels of land situated in Henderson County, North Carolina and more particularly described as follows:

See "EXHIBIT A" attached hereto and incorporated herein by reference as if fully set forth.

TO HAVE AND TO HOLD said lot or parcel of land, together with all rights, privileges, easements and appurtenances thereto belonging to Grantee, its heirs, successors and assigns, free and

Submitted electronically by "First National Financial Title Services, LLC" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Henderson County Register of Deeds. BK 3970 PG 91 - 95 (5)

DOC# 987503

clear of all right, title, claim or interest of the Grantor thereto. Grantor makes no warranty, express or implied, as to the title to the property herein described.

Title to the property hereinabove described is specifically conveyed subject to the following exceptions: (a) the lien of ad valorem real property taxes and assessments for the current year and for subsequent years; (b) all easements, covenants, conditions, restrictions, and other agreements of record encumbering the property hereby conveyed and created or conveyed by Grantor; and (c) all matters which would be disclosed by a current, accurate on the ground survey, of the property hereby conveyed.

[Signature Page Follows]

DOC# 987503

IN WITNESS WHEREOF, Grantor has caused this Quitclaim Deed to be duly executed and delivered.

ASHEVILLE INDUSTRIAL OWNER LLC, a Delaware limited liability company

By: __

Name: Ron J. Hoyl Title: Vice President

BK 3970 PG 91 - 95 (5)

DOC# 987503

SEAL-STAMP STATE OF TEXA	5, COUNTY OF DALLAS
I certify that the following person(s) person that he or she signed the foregoing documentitle of person signing]	nally appeared before me this day, each acknowledging to me nt: [insert name and Vice President
Date:, 20 <u>22</u>	Notary Public Print Name: 1 1 5 10 a 10 a 5
[Official Seal] M.K. BEAVANS NOTARY PUBLIC, STATE OF TEX MY COMM. EXP. 03/27/2023 NOTARY ID 1008086-9	
The foregoing Certificate(s) of	
	is/are certified to be correct. This instrument
and this certificate are duly registered at the page hereof.	e date and time and in the Book and Page shown on the first
REGISTER	OF DEEDS FOR
COUNTY	
By: Deputy/Assi	istant - Register of Deeds

DOC# 987503

Exhibit A

Legal Description

The land referred to herein is situated in the County of Henderson, State of North Carolina, and is described as follows:

Lots 3, 4 and 5 as shown on that plat entitled "PLAT OF SURVEY FOR ASHEVILLE INDUSTRIAL OWNER LLC", dated September 26, 2022, prepared by Hill and Associates, Surveyors, P.A. and recorded in Map Book 2022 Page 14437, Henderson County Registry, reference to which is hereby made and incorporated herein for greater certainty of description.



CITY OF HENDERSONVILLE COMMUNITY DEVELOPMENT DEPARTMENT

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

PETITION REQUESTING ANNEXATION

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

- "This form including the property owner's signature
- ~A copy of the deed indicating ownership of the property.

~An annexation plat of the property prepared by a registered surveyor licensed to practice in the state of North Carolina. ~A typed boundary description of the property
Date 04/12/2023 Location / Property Address 337 MCMURRAY RD
List 10 digit PIN or 7 digit PID number 9588311844
Does this property adjoin the present City Limits? YES NO
Is the property within the ETJ? YES NO
Reason for annexation Utilities
Applicant Name Oppidan Inc.
Address 400 Water St. Excelsior MN,
Phone Fax Email
Property Owner: Name Asheville Industrial Owner II, LLC
Address 3953 MAPLE AVE, DALLAS, TX, 75219
Signature
Printed Name_Dave Scott
Official Use: DATE RECEIVED: BY

Annexation Application Rev. 8.2021



CITY OF HENDERSONVILLE COMMUNITY DEVELOPMENT DEPARTMENT

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PETITION REQUESTING ANNEXATION

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- "This form including the property owner's signature
- "A copy of the deed indicating ownership of the property.

 ~An annexation plat of the property prepared by a registered surveyor licensed to practice in the state of North Carolina. ~ A typed boundary description of the property
Date 04/12/2023 Location / Property Address 542 MCABEE CT
List 10 digit PIN or 7 digit PID number 9588239432
Does this property adjoin the present City Limits? YES NO
Is the property within the ETJ? YES NO
Reason for annexation Utilities
Applicant Name Oppidan Inc.
Address 400 Water St. Excelsior MN,
Phone Fax Email
Property Owner: Name Asheville Industrial Owner II, LLC
Address 3953 MAPLE AVE, DALLAS, TX, 75219
Signature M
Printed Name_Dave Scott
Official Use: DATE RECEIVED: BY

Annexation
Application Rev. 8.2021



CITY OF HENDERSONVILLE COMMUNITY DEVELOPMENT DEPARTMENT

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

PETITION REQUESTING ANNEXATION

The following are required to constitute a co	nplete application for voluntary annexation
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- "This form including the property owner's signature
- ~A copy of the deed indicating ownership of the property.

~An annexation plat of the property prepared by a registered surveyor licensed to practice in the state of North Carolina. ~ A typed boundary description of the property
Date 04/12/2023 Location / Property Address 405 MCABEE CT
List 10 digit PIN or 7 digit PID number 9588138975
Does this property adjoin the present City Limits? YES NO
Is the property within the ETJ? YES NO
Reason for annexation Utilities
Applicant Name Oppidan Inc.
Address 400 Water St. Excelsior MN,
Phone Fax Email
Property Owner: Name Asheville Industrial Owner II, LLC
Address 3953 MAPLE AVE, DALLAS, TX, 75219
Signature
Printed Name Dave Scott
Official Use: DATE RECEIVED: BY

Annexation Application Rev. 8.2021



CITY OF HENDERSONVILLE COMMUNITY DEVELOPMENT DEPARTMENT

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

PETITION REQUESTING ANNEXATION

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

- "This form including the property owner's signature
- ~A copy of the deed indicating ownership of the property.

 An annexation plat of the property prepared by a registered surveyor licensed to practice in the state of North Carolina. A typed boundary description of the property 				
Date 04/12/2023 Location / Property Address 117 MCABEE CT				
List 10 digit PIN or 7 digit PID number 9588228495				
Does this property adjoin the present City Limits? YES NO				
Is the property within the ETJ? YES NO				
Reason for annexation Utilities				
Applicant Name Oppidan Inc.				
Address 400 Water St. Excelsior MN,				
Phone Fax Email				
Property Owner: Name Asheville Industrial Owner, LLC				
Address 3953 MAPLE AVE, DALLAS, TX, 75219				
Signature				
Printed Name Dave Scott				
Official Use: DATE RECEIVED: BY				

Annexation
Application Rev. 8.2021



CITY OF HENDERSONVILLE COMMUNITY DEVELOPMENT DEPARTMENT

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

PETITION REQUESTING ANNEXATION

The following are red	quired to constitute a co	mplete application f	or voluntary	annexation:
THE POHOTONIE GIC ICE	quii cu to constitute u co	iipicte application i	OI TOIGIILGI	, unincaution.

- "This form including the property owner's signature
- ~A copy of the deed indicating ownership of the property.

~An annexation plat of the property prepared by a registered surveyor licensed to practice in the state of North Carolina. ~ A typed boundary description of the property
Date 04/12/2023 Location / Property Address 118 MCABEE CT
List 10 digit PIN or 7 digit PID number 9588233192
Does this property adjoin the present City Limits? YES NO
is the property within the ETJ? YES NO
Reason for annexation Utilities
Applicant Name Oppidan Inc.
Address 400 Water St. Excelsior MN,
Phone Fax Email
Property Owner: Name Asheville Industrial Owner, LLC
Address 3953 MAPLE AVE, DALLAS, TX, 75219
Signature 1
Printed Name Dave Scott
Official Use: DATE RECEIVED: BY

Annexation
Application Rev. 8.2021

ACTION BY WRITTEN CONSENT OF THE EXECUTIVE COMMITTEE OF SOUTHEAST INDUSTRIAL VENTURE LLC, THE SOLE MEMBER OF ASHEVILLE INDUSTRIAL OWNER LLC

June 10, 2022

The undersigned, constituting a majority of the members of the executive committee (the "Executive Committee") of Southeast Industrial Venture LLC, the sole member ("Sole Member") of Asheville Industrial Owner LLC, a Delaware limited liability company (the "Company"), hereby consents in writing to the adoption of the following resolutions, effective as of the date first above written:

ACQUISITION

WHEREAS, the Company will acquire (the "Acquisition") those certain real properties located in the County of Henderson, North Carolina (collectively, the "Property"); and

WHEREAS, the Company may execute, acknowledge (if applicable) and deliver certain documents and agreements as is necessary or desirable to fully authorize and consummate the Acquisition and otherwise in connection with owning, operating, managing, controlling, directing, developing, leasing, improving, constructing, marketing, selling and/or disposing the Property, including without limitation, (x) that certain Purchase and Sale Agreement, made by and between John A. Hudgens, Jr. Family Limited Partnership, a Delaware limited partnership, as seller, and the Company, as buyer and successor-in-interest to Oppidan Holdings LLC, a Minnesota limited liability company, dated July 29, 2021, and (y) any other agreements or contracts contemplated by the foregoing (collectively, the "Transaction Documents").

AUTHORIZATION WITH RESPECT TO THE PROPERTY

NOW, THEREFORE, BE IT RESOLVED, that it is in the best interest of the Company to consummate the Acquisition; and it is further

RESOLVED, that the Transaction Documents and the consummation of the Acquisition be, and they hereby are, approved; and it is further

RESOLVED, that the Company, in the Company's own capacity is hereby authorized and directed to enter into the Acquisition (the terms and provisions of which being hereby approved), to which it is a party, with such modifications as Ron J. Hoyl or David Scott (the "Authorized Signatory") deems necessary or advisable; and it is further

RESOLVED, that Ron J. Hoyl, as Vice President, or David Scott, as Authorized Signatory, be, and hereby is, authorized and directed, on behalf of the Company to execute the Transaction Documents or other required documents and instruments in the name of the Company, in connection with the Acquisition, the construction and development of the Property and/or the other transactions contemplated in connection therewith; and it is further

RESOLVED, that the Company be and hereby is, authorized and directed to do any and all things deemed necessary or advisable in connection with the execution, delivery and performance by the Company of the Transaction Documents.

OMNIBUS AUTHORIZATION

NOW, THEREFORE, BE IT RESOLVED, that any and all past actions heretofore taken on behalf of the Company, or by its member or the Authorized Signatory in furtherance of any or all of the preceding resolutions set forth above be, and the same hereby are, ratified, confirmed and approved; and it is further

RESOLVED, that this Action by Written Consent of the Executive Committee of Southeast Industrial Venture LLC, the Sole Member of the Company may be executed in one or more counterparts, all of which shall be considered one and the same consent.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

(Signature Page attached)

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent of the Executive Committee as of the date first written above.

EXECUTIVE COMMITTEE:

eith Gelb

Thomas Gilbane

Ron J. Hoyl

State of North Carolina Department of the Secretary of State

SOSID: 2358130
Date Filed: 2/16/2
Elaine F.
North Carolina Secretary of State

C2022 047 00775

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY COMPANY

Pursuant to §57D-7-03 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1.	The i	name of the limited	liability company is	ille Industrial Ow	ner LLC	
	and i	f the limited liabilit	y company name is unavail	able for use in the	State of North Carolina, the name the limited	
	liabi	lity company wishes	s to use is	***************************************		<u></u> .
2.	The	state or country und	er whose laws the limited li	ability company	vas formed is	·
3.	Princ	cipal office informat	ion: (Select either a or b.)			
	a.	-	bility company has a princip			
		The principal offic	e telephone number:	934-7400	Annual	_ ·
		The street address	and county of the principal			
			Woodlawn Hall at Old Pa			
		City: Dallas	State:	X Zip Code:	75219 County: Dallas	
		The mailing addre	ss, if different from the str	eet address, of the	e principal office of the corporation is:	
		Number and Street	t:			
		City:	State:	Zip Code:	County:	
	b.	☐ The limited lia	bility company does not ha	ve a principal offi	ce.	
4.	The	name of the register	red agent in the State of No.	rth Carolina is: _	T Corporation System	 *
5.			ounty of the registered ager		state of North Carolina is:	
	Nun	nber and Street:	Mine Lake Ct., Ste. 200			_
	City	Raleigh, ':	State: NC	Zip Code: 2761	5-6417 County: Wake	_
6.		North Carolina mai olina is:	ling address, if different fro	om the street add	ress, of the registered agent's office in the State of	of North
	Nur	nber and Street:				_
	City	/:	State: NC	Zip Code:	County:	

APPLICATION FOR CERTIFICATE OF AUTHORITY Page 2

Name and Title	Business Address
Ron J. Hoyl, Vice President	3953 Maple Avenue, Suite 300, Dallas, Texas 75219
-	
<u> </u>	
-	
	<u> </u>
Attached is a certificate of existence (or documer having custody of limited liability company reco less than six months old. A photocopy of the c	nt of similar import), duly authenticated by the secretary of state or other offici rds in the state or country of formation. The Certificate of Existence must be extification cannot be accepted.
	a fictitious name in order to transact business in this State, a copy of the
resolution of its managers adopting the fictitious	name is attached.
0. (Optional): Please provide a business e-mail addr	ress: Privacy Redaction
(Optional): Please provide a business e-mail addr The Secretary of State's Office will e-mail the busis filed. The e-mail provided will not be viewab	D: D.L.
0. (Optional): Please provide a business e-mail addr The Secretary of State's Office will e-mail the business is filed. The e-mail provided will not be viewab the instructions for this document.	ress: Privacy Redaction usiness automatically at the address provided above at no cost when a documer
O. (Optional): Please provide a business e-mail addr The Secretary of State's Office will e-mail the busis filed. The e-mail provided will not be viewab the instructions for this document. 1. This application will be effective upon filing, unless that the state of the state o	ress: Privacy Redaction usiness automatically at the address provided above at no cost when a documer le on the website. For more information on why this service is offered, please
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 (Optional): Please provide a business e-mail addr The Secretary of State's Office will e-mail the busis filed. The e-mail provided will not be viewab the instructions for this document. This application will be effective upon filing, unless 	ress: Privacy Redaction usiness automatically at the address provided above at no cost when a documer le on the website. For more information on why this service is offered, please
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O. (Optional): Please provide a business e-mail addr The Secretary of State's Office will e-mail the busis filed. The e-mail provided will not be viewab the instructions for this document. 1. This application will be effective upon filing, unless that the state of the state o	Privacy Redaction usiness automatically at the address provided above at no cost when a documer ale on the website. For more information on why this service is offered, please ess a delayed date and/or time is specified: Asheville Industrial Owner LLC
O. (Optional): Please provide a business e-mail addr The Secretary of State's Office will e-mail the business filed. The e-mail provided will not be viewab the instructions for this document. I. This application will be effective upon filing, unless the content of the conte	Privacy Redaction usiness automatically at the address provided above at no cost when a documer ale on the website. For more information on why this service is offered, please ess a delayed date and/or time is specified: Asheville Industrial Owner LLC
10. (Optional): Please provide a business e-mail addr The Secretary of State's Office will e-mail the business filed. The e-mail provided will not be viewab the instructions for this document.	Privacy Redaction usiness automatically at the address provided above at no cost when a documer the on the website. For more information on why this service is offered, please tess a delayed date and/or time is specified: Asheville Industrial Owner LLC Name of Limited Liability Company

Notes:

1. Filing fee is \$250. This document must be filed with the Secretary of State.





I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY "ASHEVILLE INDUSTRIAL OWNER LLC" IS

DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD

STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS

OFFICE SHOW, AS OF THE SIXTEENTH DAY OF FEBRUARY, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



Authentication: 202673576

Date: 02-16-22

ACTION BY WRITTEN CONSENT OF THE EXECUTIVE COMMITTEE OF SOUTHEAST INDUSTRIAL VENTURE LLC, THE SOLE MEMBER OF ASHEVILLE INDUSTRIAL OWNER II LLC

June 10, 2022

The undersigned, constituting a majority of the members of the executive committee (the <u>"Executive Committee"</u>) of Southeast Industrial Venture LLC, the sole member <u>("Sole Member")</u> of Asheville Industrial Owner II LLC, a Delaware limited liability company (the <u>"Company")</u>, hereby consents in writing to the adoption of the following resolutions, effective as of the date first above written:

ACQUISITION

WHEREAS, the Company will acquire (the "Acquisition") those certain real properties located in the County of Henderson, North Carolina (collectively, the "Property"); and

WHEREAS, the Company may execute, acknowledge (if applicable) and deliver certain documents and agreements as is necessary or desirable to fully authorize and consummate the Acquisition and otherwise in connection with owning, operating, managing, controlling, directing, developing, leasing, improving, constructing, marketing, selling and/or disposing the Property, including without limitation, (x) that certain Purchase and Sale Agreement, made by and between John A. Hudgens, Jr. Family Limited Partnership, a Delaware limited partnership, as seller, and the Company, as buyer and successor-in-interest to Oppidan Holdings LLC, a Minnesota limited liability company, dated July 29, 2021, and (y) any other agreements or contracts contemplated by the foregoing (collectively, the "Transaction Documents").

AUTHORIZATION WITH RESPECT TO THE PROPERTY

NOW, THEREFORE, BE IT RESOLVED, that it is in the best interest of the Company to consummate the Acquisition; and it is further

RESOLVED, that the Transaction Documents and the consummation of the Acquisition be, and they hereby are, approved; and it is further

RESOLVED, that the Company, in the Company's own capacity is hereby authorized and directed to enter into the Acquisition (the terms and provisions of which being hereby approved), to which it is a party, with such modifications as Ron J. Hoyl or David Scott (the "Authorized Signatory") deems necessary or advisable; and it is further

RESOLVED, that Ron J. Hoyl, as Vice President, or David Scott, as Authorized Signatory, be, and hereby is, authorized and directed, on behalf of the Company to execute the Transaction Documents or other required documents and instruments in the name of the Company, in connection with the Acquisition, the construction and development of the Property and/or the other transactions contemplated in connection therewith; and it is further

RESOLVED, that the Company be and hereby is, authorized and directed to do any and all things deemed necessary or advisable in connection with the execution, delivery and performance by the Company of the Transaction Documents.

OMNIBUS AUTHORIZATION

NOW, THEREFORE, BE IT RESOLVED, that any and all past actions heretofore taken on behalf of the Company, or by its member or the Authorized Signatory in furtherance of any or all of the preceding resolutions set forth above be, and the same hereby are, ratified, confirmed and approved; and it is further

RESOLVED, that this Action by Written Consent of the Executive Committee of Southeast Industrial Venture LLC, the Sole Member of the Company may be executed in one or more counterparts, all of which shall be considered one and the same consent.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

(Signature Page attached)

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent of the Executive Committee as of the date first written above.

EXECUTIVE COMMITTEE:

Keith Gelh

Thomas Gilbane

Ron J. Hoyl

SOSID: 2407222 Date Filed: 9/30/2 Section 5, Item G. Elaine F. N North Carolina Secretary of State C2022 273 00690

State of North Carolina Department of the Secretary of State

APPLICATION FOR CERTIFICATE OF AUTHORITY FOR LIMITED LIABILITY COMPANY

Pursuant to §57D-7-03 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1.	The name of the limited liability company is Asheville industrial Owner II LLC;					
	and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited					
	liability company wishes to use is					
2.	The	The state or country under whose laws the limited liability company was formed is				
3.	Principal office information: (Select either a or b.)					
	a.	☒ The limited lia	ability company has a princ	ipal office.		
		The principal offi	ice telephone number: 972-	934-7400		•
			s and county of the principa			
		Number and Stree	Woodlawn Hall at Old F	arkland, 3953 Mapl	e Avenue, Suite 30	00
						Dallas
The mailing address, if different from the street address, of the principal office of the corporation is:					he corporation is:	
	Number and Street:					
		City:	State:	Zip Code:	County	:
	b.	☐ The limited lia	ability company does not ha	ve a principal office		
4.	The	name of the registe	red agent in the State of No	orth Carolina is: $\frac{C T}{T}$	Corporation Syste	em
5.	. The street address and county of the registered agent's office in the State of North Carolina is:					
	Number and Street: 160 Mine Lake Ct., Ste. 200					
	City	: Raleigh,	State: NC	Zip Code:	6417 County: _	Wake
6.		North Carolina mai olina is:	iling address, <i>if different fr</i>	om the street addres	s, of the registered	agent's office in the State of North
	Nun	nber and Street:				C27110000A
	City	•	State: NC	Zip Code:	County: _	

APPLICATION FOR CERTIFICATE OF AUTHORITY Page 2

<u>Name and Title</u>	Business Address
Ron J. Hoyl, Vice President	3953 Maple Avenue, Suite 300, Dallas, Texas 75219
having custody of limited liability comp	document of similar import), duly authenticated by the secretary of state or other officia any records in the state or country of formation. The Certificate of Existence must be y of the certification cannot be accepted.
 If the limited liability company is required resolution of its managers adopting the factorial 	d to use a fictitious name in order to transact business in this State, a copy of the fictitious name is attached.
	nail address:ail the address provided above at no cost when a document e viewable on the website. For more information on why this service is offered, please s
11. This application will be effective upon fi	ling, unless a delayed date and/or time is specified:
11. This application will be effective upon fi This the 29 day of September , 20	
	Asheville Industrial Owner II LLC
	Asheville Industrial Owner II LLC Name of Lipsted Liability Company
	Asheville Industrial Owner II LLC

Notes:

1. Filing fee is \$250. This document must be filed with the Secretary of State.

BUSINESS REGISTRATION DIVISION (Revised July 2017)

P.O. BOX 29622

RALEIGH, NC 27626-0622

(Form L-09)





I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY "ASHEVILLE INDUSTRIAL OWNER II LLC" IS

DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD

STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS

OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF SEPTEMBER, A.D. 2022.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

SECOND STANSE

Authentication: 204517216

Date: 09-29-22



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan, Project

MEETING DATE: May 4, 2023

Division Manager

AGENDA SECTION: CONSENT DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Chimney Crossing Villas – Brendan

Shanahan, Project Division Manager

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Pine Shadow Developers, LLC. and Champion Hills Property Owners Association, for the Chimney Crossing Villas as presented and recommended by staff.

SUMMARY:

The Chimney Crossing Villas located off East Chimney Crossing 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: 22104 PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Chimney Crossing Villas

Map showing Chimney Crossing Villas parcel

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

Prepared by and return to: Angela S. Beeker, City 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 Pine Shadow Developers, LLC, a North Carolina limited liability company, herein referred to as "Developer," and Champion Hills Property Owners Association, a North Carolina nonprofit corporation, herein referred to as "Association,"

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 the following 2 tracts: 1) +/- 1.77 acres, having an REID of 9955557, being all of that property described in Book 3797 at page 717 of the Henderson County Registry; and 2) +/- 4.84 acres, having an REID of 100666 being all of that real property described in that deed recorded in Deed Book 3793 at page 29 of the Henderson County registry, tracts 1) and 2) collectively hereinafter referred to as the "Property"; and

WHEREAS, Association is the owner of a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of the +/- 0.53 acres, having an REID of 9948755, being all of that property described in Book 3451 at page 69 of the Henderson County Registry hereinafter referred to as the "Association Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Chimney Crossing Villas (project number 22104); 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: replacement of approximately +/- 180 LF of 2" water main with +/- 180 LF 6" water main (DIP/CL350), and +/- 775 LF of 6" water line (DIP/CL 350), 2 fire hydrants and appurtenances which will connect to the new 6" main along E Chimney Crossing, all of the foregoing collectively hereinafter referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

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

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

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

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

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

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

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

- 3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.
- 4. The Developer and Association shall, at their 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 and Association will be required to enter into the City's standard <u>Deed of Dedication and Conveyance With Associated Easements</u> for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard <u>Utility Infrastructure Easement Agreement</u> when securing the necessary off-site right of way for the operation and maintenance of the New Infrastructure. For the avoidance of doubt, both standard forms permit use of the easements for the future installation of water, sewer and stormwater lines, and their associated appurtenances and accessories, in addition to the New Infrastructure, by or on behalf of the City. The City shall provide a copy of these standard forms upon request by the Developer.

- 5. Developer shall convey (and the Association shall quitclaim and convey) to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 8. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be

- greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.
- 9. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information.
- 10. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.
- 11. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.
- 12. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.
- 13. Upon completion of construction, the Developer shall cause the Engineer to arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.
- 14. As part of the final inspection process for sewer collection systems, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by the City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.
- 15. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.
- 16. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The

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

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

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

- 22. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.
- 23. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 24. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 25. This Agreement may not be assigned by the Developer or Association 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 Association, nor any third party as to the validity or legal effect of an assignment.
- 26. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.

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

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

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

DEVELOPER: PINE SHADOW DEVELOPERS, LLC, an North Carolina Limited Liability Company

THE CITY OF HENDERSONVILLE

an North Carolina Limited Liability	<u>/ Company</u>			
BY:	(SEAL)	BY:		(SEAL)
(signature)			John F. Connet, City Manager	
Printed name:				
Title:				
ASSOCIATION: CHAMPION HILLS OWNERS ASSOCIATION, INC. an North Carolina nonprofit corpo	· · · · · · · · · · · · · · · · · · ·			
BY:	(SEAL)			
(signature)				
Printed name:				
Title				

STATE OF	COUNTY OF	
l,		
hereby certify that		
stated that they are the		
executed and acknowledged the foregoin	g instrument on behalf of	(developer) pursuant
the due authorization by	(developer) and th	at the instrument is the act and deed
of(develop		
WITNESS my hand and official seal, this _	day of	, 20
My commission expires		
Notary Public Signature	(OFFICIAL S	SEAL)
STATE OF	COUNTY OF	_ _
l,,	(printed name of notary) a Notar	v Public of said County and State. do
hereby certify that		
stated that they are the		
executed and acknowledged the foregoing		
the due authorization by		
of(associa	tion).	
WITNESS my hand and official seal, this _	day of	, 20
My commission expires		
Notary Public Signature	(OFFICIAL S	SEAL)
STATE OF <u>NORTH CAROLINA</u> , COUNTY	OF <u>HENDERSON</u>	<u> </u>
I,, (printed name of	•	•
hereby certify that John F. Connet, perso		
Manager of the City of Hendersonville, N		
instrument on behalf of the City of Hende	-	e 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 S	SFAL)
,	(OTTICINE S	· -· · - ₁

D 1		
Resol	lution#	-

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

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

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

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

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

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

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

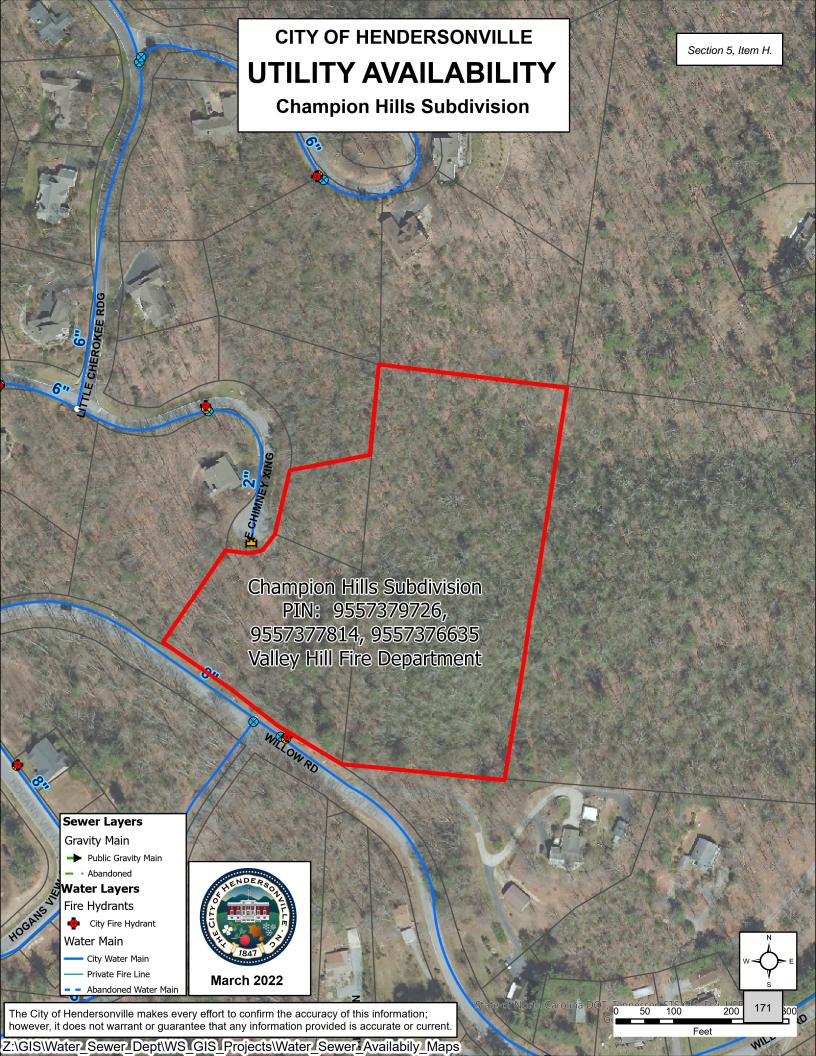
- 1. The Utility Extension Agreement with Pine Shadow Developers, LLC. and Champion Hills Property Owners Association, the "Developers" and "Owners" to provide water service to the Chimney Crossing Villas is approved, as presented.
- 2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City	Council of the C	City of Hendersor	iville, North Ca	rolina on this	4th day o	of May
2023.						

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	

Section	_	14	,,
Section		item.	н

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





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan, Project

MEETING DATE: May 4, 2023

Division Manager

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Seasons at Cane Creek Phase 2 – *Brendan*

Shanahan, Project Division Manager

<u>SUGGESTED MOTION(S)</u>: I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Southwood Realty Company and SRC Cane Creek, Inc., for the Seasons at Cane Creek Phase 2 as presented and recommended by staff.

SUMMARY:

The Seasons at Cane Creek Phase 2 located off Hendersonville 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: 22120 PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Seasons at Cane Creek Phase 2

Map showing Seasons at Cane Creek Phase 2 parcel

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

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

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

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

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

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

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

- 1. The Utility Extension Agreement with Southwood Realty Company, the "Developer" and "Owner" and SRC Cane Creek, Inc., to provide water service to the Seasons at Cane Creek Phase 2 is approved, as presented.
- 2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
- 3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

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

Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	

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

STATE OF NORTH CAROLINA COUNTY OF HENDERSON

Prepared by and return to: Angela S. Beeker, City 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 Southwood Realty Company, a North Carolina corporation, herein referred to as "Developer," and SRC Cane Creek, Inc., a North Carolina corporation, herein referred to as "SRC,"

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 the following real property: +/- 5.44 acres, having an REID of 10009263, being all of that property described in Book 3945 at page 618 of the Henderson County Registry, said real property hereinafter referred to as the "Property"; and

WHEREAS, SRC is the owner of a tract of land situated in Henderson County, State of North Carolina, described as follows:

Consisting of the +/- 11.32 acres, having an REID of 10000832, being all of that property described in Book 1688 at page 27 of the Henderson County Registry hereinafter referred to as the "SRC Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Seasons at Cane Creek Phase 2 (project number 22120); 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: 875 LF of 8"" water line (DIP/CL 350), +/- 225 LF of 6" water line (DIP/CL 350), 3 fire hydrants and appurtenances which will connect to the existing 8" main along Seasons Circle on the SRC Property, all of the foregoing collectively hereinafter referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

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

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

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

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

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

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

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

- 3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.
- 4. The Developer and SRC shall, at their 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 and SRC will be required to enter into the City's standard <u>Deed of Dedication and Conveyance With Associated Easements</u> for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard <u>Utility Infrastructure Easement Agreement</u> when securing the necessary off-site right of way for the operation and maintenance of the New Infrastructure. For the avoidance of doubt, both standard forms permit use of the easements for the future installation of water, sewer and stormwater lines, and their associated appurtenances and accessories, in addition to the New Infrastructure, by or on behalf of the City. The City shall provide a copy of these standard forms upon request by the Developer.

- 5. Developer shall convey (and the SRC shall quitclaim and convey) to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.
- 6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.
- 7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.
- 8. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

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

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

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

representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 21, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 23 hereinbelow.

- 22. Before the issuance of final acceptance, the Developer or Engineer shall schedule a project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.
- 23. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.
- 24. There shall be no intended nor incidental third-party beneficiaries of this Agreement.
- 25. This Agreement may not be assigned by the Developer or Association 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 SRC, nor any third party as to the validity or legal effect of an assignment.
- 26. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.
- 27. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the

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

- 28. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
- 29. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
- 30. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

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

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

a North Carolina corporation			THE CITY OF HENDERSONVILLE	
BY:	(SEAL)	BY:		(SEAL
(signature)			John F. Connet, City Manager	
Printed name:				
Title:				
SRC: SRC CANE CREEK, INC. a North Carolina nonprofit corporat	<u>ion</u>			
BY:(signature)	(SEAL)			
Printed name:				

Title:_

STATE OF	COUNTY OF	
I,, hereby certify that, stated that they are the	, personally appeared befor	e me this day, and being duly sworn,
executed and acknowledged the foregoing the due authorization by(develo	ng instrument on behalf of (developer) and tha	(developer) pursuant
WITNESS my hand and official seal, this _	day of	, 20
My commission expires		
Notary Public Signature	(OFFICIAL S	EAL)
STATE OF	COUNTY OF	
I,	, personally appeared befor (title) for ent on behalf of	e me this day, and being duly sworn, (SRC), and that they executed and (SRC) pursuant the due
WITNESS my hand and official seal, this _	day of	, 20
My commission expires		
Notary Public Signature	(OFFICIAL S	EAL)
STATE OF NORTH CAROLINA, COUNTY	OF <u>HENDERSON</u>	
I,, (printed name hereby certify that John F. Connet, personant Manager of the City of Hendersonville, instrument on behalf of the City of Henderstrument is the act and deed of the City	onally appeared before me and, bei North Carolina, and that he execut Iersonville pursuant to order of the	ing duly sworn, stated that he is City ed and acknowledged the foregoing
WITNESS my hand and official seal, this _	day of	, 20
My commission expires		
	(OFFICIAL S	FAI)





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** May 4, 2023

AGENDA SECTION: CONSENT DEPARTMENT: Engineering

TITLE OF ITEM: NCDOT EB-5860 (Blythe St Multi-Use Path) Design Agreement Approval, City

Project #21042 – Brent Detwiler, City Engineer

SUGGESTED MOTION(S):

I resolve to approve the NCDOT Agreement for design of the Blythe Street Multi-Use Path (EB-5860) Project; and to authorize the City Manager to execute the finalized agreement for said work; as presented and recommended by staff.

SUMMARY:

NCDOT has agreed to have the Blythe Street Multi-Use Path (EB-5860) designed and constructed for the City. There is a 20% match requirement for design, right-of-way/easement acquisition, and construction. We have attached a draft copy of the design agreement and ask that you allow the City Manager to execute the final version. Note that the design agreement includes surveying, design and subsurface utility engineering. Subsequent agreements will be provided for the acquisition and construction work and the required matched of each. Please let us know if you have any questions.

BUDGET IMPACT: \$53,401.00

Is this expenditure approved in the current fiscal year budget? It is included as a budget amendment on the May 4, 2023 City Council meeting agenda.

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

ATTACHMENTS:

Draft Agreement

Resolution

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

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

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

WHEREAS, the North Carolina Department of Transportation has agreed to design and construct the Blythe Street Multi-Use Path project with a required match provided by the City of Hendersonville; and

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

1. The City Manager is authorized to enter into an agreement with the North Carolina Department of Transportation for design of the Blythe Street Multi-Use Path (EB-5860), as presented.

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

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

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CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** May 4, 2023

AGENDA SECTION: CONSENT DEPARTMENT: Engineering

TITLE OF ITEM: NCDOT EB-5963 (S Grove St Sidewalk) Design Agreement Approval, City

Project #21043 - Brent Detwiler, City Engineer

SUGGESTED MOTION(S):

I resolve to approve the NCDOT Agreement for design of the S Grove St Sidewalk (EB-5963) Project; and to authorize the City Manager to execute the finalized agreement for said work; as presented and recommended by staff.

SUMMARY:

NCDOT has agreed to have the S Grove St Sidewalk (EB-5963) designed and constructed for the City. There is a 20% match requirement for design, right-of-way/easement acquisition, and construction. We have attached a draft copy of the design agreement and ask that you allow the City Manager to execute the final version. Note that the design agreement includes surveying, design and subsurface utility engineering. Subsequent agreements will be provided for the acquisition and construction work and the required matched of each. Please let us know if you have any questions.

BUDGET IMPACT: \$54,700.00

Is this expenditure approved in the current fiscal year budget? It is included as a budget amendment on the May 4, 2023 City Council meeting agenda.

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

ATTACHMENTS:

Draft Agreement

Resolution

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

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

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

WHEREAS, the North Carolina Department of Transportation has agreed to design and construct the South Grove Street Sidewalks project with a required match provided by the City of Hendersonville; and

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

1. The City Manager is authorized to enter into an agreement with the North Carolina Department of Transportation for design of the South Grove Street Sidewalks (EB-5963), as presented.

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

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

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CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 05/04/2023

AGENDA SECTION: Consent DEPARTMENT: Administration

TITLE OF ITEM: 2023 Installment Financing Contract (IFC) – Adam Murr, Budget Manager

SUGGESTED MOTION(S):

I move City Council adopt the RESOLUTION OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA, APPROVING CERTAIN MATTERS RELATED TO AN INSTALLMENT FINANCING CONTRACT AND DELIVERY THEREOF, as presented.

SUMMARY:

North Carolina General Statute (NCGS) 160A-20 provides local governments the authority to finance the purchase or improvement of real or personal property via installment financing contracts (IFCs).

At the April 12, 2023 regular meeting of the Hendersonville City Council, Council held a public hearing on a 2023 IFC, and Staff were directed to work with the financing team [First Tryon Advisors and Parker Poe] and others to seek Local Government Commission LGC approval not to exceed \$8,000,000. Based on market conditions and the recommendations of the financing team, our updated not to exceed amount for the installment financing is \$6,450,000. This updated amount provides sufficient coverage for the projects to be financed at a debt service level within our estimates.

On April 26, 2023, City Council adopted a resolution that authorizes the approval, execution, and delivery of various documents in connection to the issuance, including an installment financing agreement, deed of trust, an indenture of trust, and a bond agreement. This installment financing, not to exceed \$6,450,000 will fund the City Hall and City Operations Renovation Project, and improvements to City facilities and infrastructure. The interest rate on the financing is 3.47% per year and will be paid over a 15-year term. The average annual debt service cost for the IFC will be ~\$545,100. The General Fund will pay for ~32% of the debt service (~\$174,450). However upon further reflection, staff is recommending that the City encumber City Hall, rather than the City Operations Center, as collateral for this financing. A revised resolution is attached for City Council's consideration.

ATTACHMENTS:

Approving Resolution.

Resolution	

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

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

WHEREAS, in the Approving Resolution in order to provide security for the City's obligations under the Contract, the City approved granting to the Lender a security interest under a deed of trust, security agreement and fixture filing (the "*Deed of Trust*") in all or a portion of the City's fee simple interest in the site of the City Operations Center, together with all improvements and fixtures located thereon;

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

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

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

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

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

Section 4. *Severability*. If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 5. *Effective Date*. This Resolution is effective on the date of its adoption.

Adopted by the City Council of the City May, 2023.	of Hendersonville, North Carolina on this 4th day of
Attest:	Barbara G. Volk, Mayor, City of Hendersonville
Jill Murray, City Clerk	
Approved as to form:	
Angela S. Beeker, City Attorney	

Proclamation

Lung Cancer Action Week Designating the second week in May as "Lung Cancer Action Week"

WHEREAS, about every two and a quarter minute, a person in the U.S. is diagnosed with lung cancer; and

WHEREAS, lung cancer is the leading cause of cancer deaths; and

WHEREAS, lung cancer screening saves lives, and advocacy and increased awareness will result in more high-risk individuals getting screened.

WHEREAS, public support for research funding will result in new treatments and better methods of early detection; and

WHEREAS, LUNG FORCE is a national initiative led by the American Lung Association, to defeat lung cancer.

THEREFORE, BE IT RESOLVED, that Barbara G. Volk, Mayor of the City of Hendersonville, North Carolina hereby designates the second week in May as *Lung Cancer Action Week* throughout Hendersonville, North Carolina and encourages all residents of Hendersonville, North Carolina to learn more about lung cancer, risk factors and early detection and take action.

PROCLAIMED this 4th day of May, 2023.

Seal

Attest:

Jill Murray, City Clerk

Barbara G. Volk, Mayor City of Hendersonville

Proclamation

Foster Care Awareness Month

WHEREAS, the month of May is designated as National Foster Care Month. As declared by the U. S. House and Senate in 1988 and serves as an outlet to increase public awareness of an ongoing issue occurring in every city across the United States; and

WHEREAS, the nation's foster care system is in crisis with over 391,000 children and youth in the foster care system; and

WHEREAS, National Foster Care Day remains an important occasion that celebrates caregivers and the system that makes foster care possible. Foster care refers to a system in which children who do not have appropriate guardians are placed in a home or with private caregivers who function as state-appointed guardians, often on a short-term basis.; and

WHEREAS, we recognize in Henderson County that roughly 135 adolescents are in the foster care system in Henderson County; and

WHEREAS, Henderson County Foster Parent Association is a local non-profit whose mission is to strengthening foster and kinship families through support, training, public awareness, communication, and advocacy with the aim of nurturing child safety, well-being and stability; and

WHEREAS, an effort is being made by the community of Henderson County Foster Parent Association in raising awareness of this need and by attending a "Fostering Together" Event May 2nd at the Historic Courthouse on Main Street in Downtown Hendersonville in an effort to draw attention and support for youth in the foster care system in Henderson County.

NOW, THEREFORE, I, Barbara Volk, Mayor of the City of Hendersonville, do hereby proclaim the month of May, 2023 as "Foster Care Awareness Month" in the City of Hendersonville and applaud the efforts of those who serve our youth in the foster care system of Henderson County.

PROCLAIMED this 4th day of May, 2023.

Barbara G. Volk, Mayor City of Hendersonville

Attest:

Jill Murray, City Clerk





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Kasey Lyons **MEETING DATE:** May 4, 2023

AGENDA SECTION: Consent Agenda DEPARTMENT: Utilities

TITLE OF ITEM: Proclamation of 2023 Drinking Water Week– Kasey Lyons, Environmental

Compliance Technician

SUGGESTED MOTION(S):

I move that City Council approve the resolution to proclaim May 7-13, 2023 as "Drinking Water Week" in the City of Hendersonville and commend its observance to all people.

SUMMARY:

BUDGET IMPACT: NA

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Proclamation

Mayoral Proclamation

May 4, 2023

Celebrating

DRINKING WATER WEEK

May 7-13, 2023

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 out 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 our City, I, Barbara G. Volk, do hereby proclaim May 7-13, 2023 to be DRINKING WATER WEEK in the City of Hendersonville.

Barbara G. Volk, Mayor



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Lu Ann Welter **MEETING DATE:** May 4, 2023

AGENDA SECTION: Presentation Only **DEPARTMENT:** Human Resources

TITLE OF ITEM, Quarterly MVP Recipients – *John Connet, City Manager*

Presenter Name, Title:

SUGGESTED MOTION(S): None

SUMMARY:

The Service Excellence Design Team voted these employees as the MVPs for the January through March quarter of 2023.

BUDGET IMPACT: \$

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

If no, describe how it will be funded.

PROJECT NUMBER: N/A PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

PowerPoint Presentation



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 5/4/2023

AGENDA SECTION: PRESENTATION DEPARTMENT: Administration

TITLE OF ITEM: Introduction of Arts Council Executive Director Eric Kerchner – *John Connet*,

City Manager

SUGGESTED MOTION(S):

NA

SUMMARY:

Eric Kerchner is the new Executive Director of the Henderson County Arts Council. He asked for an opportunity to introduce himself to the City Council.

BUDGET IMPACT: \$ None

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

If no, describe how it will be funded. NA

ATTACHMENTS:

None

LEE SMITH, UTILITIES DIRECTOR

Hendersonville's Proposed FOG Management Policy

Kasey Lyons and Grace Erwin April 2023





Fats, Oils and Grease... Who cares?

TOPICS TO DISCUSS

What is FOG?
Why do we need to manage it?
What are FSEs and MFUs?
Why do we need a policy?

Who does it apply to?

Specific Highlights

Contact Information

What is FOG?

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

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

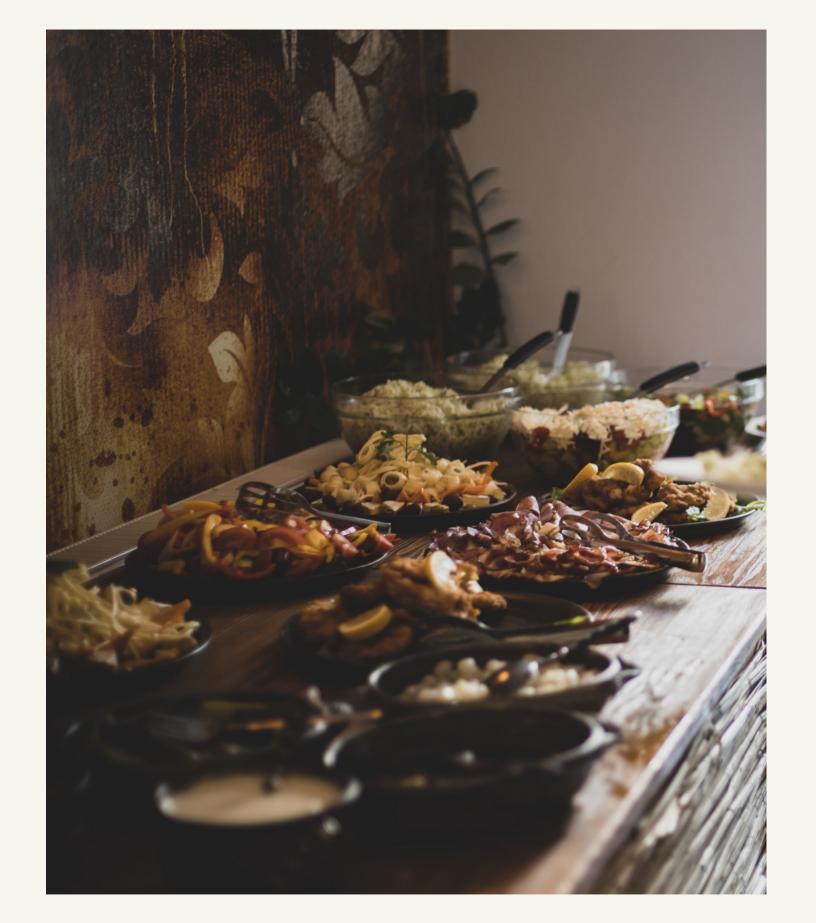




Why do we need a policy?

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





To whom does the policy apply to?

FOOD SERVICE ESTABLISHMENTS (FSE) Any food service facility discharging kitchen or food preparation wastewater – examples include restaurants, hotels, schools, grocery stores, nursing homes.

MOBILE FOOD UNITS (MFU)

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

What does the new policy include?

SPECIFIC AND
CLEAR
DEFINITIONS -

Examples include FSE,
MFU, grease interceptors,
grease traps.

REQUIREMENTS

REGARDING

GREASE

REMOVAL

DEVICES -

Frequency of cleaning, records/documentation.

DETAILS ABOUT

CITY

INSPECTIONS -

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

Specific Highlights

BEST MANAGEMENT PRACTICES -

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

CONSTRUCTION AND PLUMBING REQUIREMENTS -

Clear requirements have been outlined for new and existing construction.

GRANDFATHER CLAUSE REMOVED

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







QUESTIONS, COMENTS, OR CONCERNS?

GRACE ERWIN ENVIRONMENTAL COMPLIANCE COORDINATOR (828) 697-3057 eerwin@hvlnc.gov

KASEY LYONS ENVIRONMENTAL COMPLIANCE TECHNICIAN (828) 785-9952 klyons@hvlnc.gov

Contact Information

FEEL FREE TO REACH US ANYTIME 206

Ordinance #

AN ORDINANCE TO AMEND CHAPTER 52 OF THE CODE OF ORDINANCES OF THE CITY OF HENDERSONVILLE TO ADD A NEW SECTION 52-258, POLICY AND PROCEDURES FOR THE MANAGEMENT OF FATS, OILS AND GREASE (FOG)

WHEREAS North Carolina General Statutes Chapter 160A Article 16 ("Public Enterprises") stipulates that the rules for any public enterprise system that the City operates shall be adopted by ordinance and

WHEREAS, the City's official policy for the management of fats, oils and grease (referred to collectively as FOG) is an on-going concern for the protection of the City's sewer collection system and associated appurtenances and

WHEREAS City staff have made a concerted effort over the past three months to review, update and compile various regulations applicable to the proper management of FOG and

WHEREAS the policy to be included in this new section represents the culmination of those efforts and

WHEREAS, City staff presented this to the Water and Sewer Advisory Council at their April 24, 2023 meeting and have updated it to reflect the feedback provided,

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

Section 1. A new section 52-258, Policy and Procedure for the Management of Fats, Oils and Grease, to be added to Chapter 52 of the Code of Ordinances for the City of Hendersonville, is hereby adopted as follows:

Sec. 52-258.- Policy and Procedures for the Management of Fats, Oils and Grease

All Food Service Establishments (FSE) and Mobile Food Units (MFU) connected to, whether permanent or temporary, the City's sewer collection system shall comply with the Policy and Procedures for the Management of Fats, Oils and Grease.

Section 2. This Ordinance shall be effective upon its adoption.

Angela S. Beeker, City Attorney

Policy and Procedures





Management of Fats, Oils and Grease (FOG)

Last Updated March 2, 2023

CITY OF HENDERSONVILLE HENDERSON COUNTY NORTH CAROLINA

POLICY AND PROCEDURES FOR THE MANAGEMENT OF FATS, OILS, AND GREASE (FOG)

TABLE OF CONTENTS

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Section 6, Item F.

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1. PURPOSE

The purpose of this policy is to ensure fats, oils, and grease (FOG) discharge compliance with the City of Hendersonville's (referred to throughout this document as 'The City') Sewer Use Ordinance. These standards are designed to prevent the introduction of excess FOG into the City's sanitary sewer system and wastewater treatment plant. FOG negatively interferes with the collection system, impairs wastewater treatment, and largely contributes to SSOs (sanitary sewer overflows). The following standards specify the maintenance required for all grease management devices connected to the City's sanitary sewer system.

2. SCOPE AND AUTHORITY

- a. The City Code of Ordinances, specifically, Chapter 52 Utilities provides the authority for City staff to reasonably enforce this Policy.
- b. Sec. 52-246 General discharge prohibitions. No user shall contribute or cause to be contributed into the POTW (publicly-owned treatment works wastewater treatment plant), directly or indirectly, <u>any pollutant or wastewater which causes interference</u> or pass through. This general prohibition applies to all users of the POTW whether or not the user is subject to any national, state, or local pretreatment standards or requirements.
- c. Sec. 52-247 Specific discharge prohibitions (a)(2). Solid or viscous substances in amounts which will cause obstruction of flow or interference in the POTW and Sec. 52-247(a)(14). Fats, oils, or greases of animal or vegetable origin in amounts which in the discretion of the POTW director (wastewater treatment facility manager), may cause interference, pass through, or obstruction to the POTW collection system.
- d. Sec. 52-251 Right of revision. The city reserves the right to establish limitations and requirements which are more stringent than those required by either state or federal regulation if deemed necessary to comply with the objectives presented in division 1 of this article or the general and specific prohibitions in division 4 of this article, as is allowed by 40 CFR 403.4 State or local law.

3. DEFINITIONS

a. <u>Best Management Practices</u> (BMPs) are the methods that have been determined to be the most effective and practical means of preventing or reducing FOG from entering the City's sanitary sewer system.

- b. <u>Food Service Establishment</u> (FSE) means any food service facility (except for private residences) discharging kitchen or food preparation wastewater such as restaurants, motels, hotels, cafeterias, coffee shops, delicatessens, meat cutting-preparation, bakeries, catering establishments, hospitals, schools, bars, food courts, food manufacturers, food trucks, grocery stores, lounges, nursing homes, churches, bed and breakfast homes and inns, etc. and any other facility that, in the opinion of the utilities director or his or her authorized representative(s), would require a grease trap installation by virtue of its operation. This definition includes, but is not limited to, any establishment required to have a state department of health food service license.
- c. <u>Grease</u> means a material either liquid or solid, composed primarily of fat, oil and grease from animal or vegetable sources. The terms "fats, oil, and grease (FOG)", "oil and grease" or "oil and grease substances" shall all be included within this definition.
- d. <u>Grease Interceptor</u> means devices located underground, outside of the food service establishment designed to collect, contain, or remove food wastes and grease from the wastestream being discharged from the FSE while allowing the balance of the liquid waste to discharge to the City's wastewater collection system. Grease interceptors shall have a means of regular inspection, cleaning, and maintenance.
- e. <u>Grease Trap</u> means devices located under sinks or fixtures of the food service establishment designed to collect, contain, or remove food wastes and grease from the wastestream while allowing the balance of the liquid waste to discharge to the City's wastewater collection system. Grease traps shall have a means of regular inspection, cleaning, and maintenance. Grease traps are normally sized for under-the-counter use and located inside the establishment under sinks and fixtures.
- f. <u>Hauler</u> is one who transfers waste from the site of a food service establishment to an approved site for disposal or treatment. The hauler is responsible for assuring that all federal, state, and local regulations are followed regarding waste transport, treatment, and disposal.
- g. <u>Mobile Food Unit</u> (MFU) is any self-contained mobile kitchen that is equipped to prepare and/or sell consumable food or drink items; a food establishment designed to be readily moved and vend food.
- h. New Source as defined in 40 CFR 403.3(m)(1), including any subsequent

amendments and additions.

- i. Any building, structure, facility, or installation from which there may be a discharge of pollutants, the construction of which commenced after the publication of proposed categorical pretreatment standards under section 307(c) of the Act which will be applicable to such source if such standards are thereafter promulgated in accordance with section 307(c), provided that:
 - 1. The building, structure, facility, or installation is constructed at a site at which no other source is located;
 - The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
 - 3. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the existing source, should be considered.
- ii. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility, or installation meeting the criteria of subsections (1)a or b of this definition but otherwise alters, replaces, or adds to existing process or production equipment.
- iii. For purposes of this definition, construction of a new source has commenced if the owner or operator has:
 - 1. Begun, or caused to begin, as part of a continuous on-site construction program:
 - a. Any placement, assembly, or installation of facilities or equipment;
 - Significant site preparation work including clearing, excavation or removal of existing buildings, structures or facilities which is necessary for the placement, assembly or installation of new source facilities or equipment; or

2. Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time.

Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility engineering, and design studies do not constitute a contractual obligation under this definition.

- i. <u>Publicly Owned Treatment Works</u> (POTW) means a treatment works as defined by section 212 of the Act, (33 USC 1292) which is owned in this instance by the City. This definition includes any devices or systems used in the collection, storage, treatment, recycling and reclamation of municipal sewage or industrial wastes of a liquid nature. It also includes sewers, pipes, and other conveyances only if they convey wastewater to the POTW treatment plant. For the purposes of this article, the term "POTW" shall also include any sewers that convey wastewaters to the POTW from persons outside the City who are, by contract or agreement with the City, or in any other way, users of the City's POTW.
- j. <u>Sanitary Sewer Overflow</u> (SSO) is when a sanitary sewer releases raw sewage.
- j. <u>Sewer Use Ordinance</u> (SUO) refers to the City of Hendersonville's Code of Ordinances Part II Chapter 52 Article V.

4. MAINTENANCE REQUIREMENTS

- a. Requirements for Grease Interceptors:
 - i. No grease interceptor shall be sized less than 1,000 gallons.
 - ii. All grease interceptors shall be cleaned by a permitted grease hauler no less than once every 90 days, but more frequently if conditions require.
 - iii. Grease interceptors should have all solids removed each cleaning.
 - iv. Records of grease pumping should be retained for a minimum of 3 years and should include date of cleaning and signature of hauler. Proof of these records will be required during inspections by the City.

b. Requirements for Grease Traps:

- i. All indoor grease traps shall be cleaned no less than once weekly, or more frequently if conditions require.
- ii. All solids should be removed from the floating grease layer in each compartment, baffle walls, and bottom of trap each cleaning.
- iii. Records of grease trap cleaning should be kept on site for a minimum of one year. Records should contain name and signature of employee performing

the cleaning, time, and date the cleaning was performed, and how the solids were disposed. Proof of these records will be required during inspections.

5. BEST MANAGEMENT PRACTICES (BMPs)

a. Requirements for all FSEs:

- i. Train kitchen staff and other employees on required BMPs. Retain records on site for all employee BMP training and said records shall be made available for review during inspections by the City.
- ii. Kitchen staff should scrape or wipe off all FOG and food waste using "dry" methods such as a disposable paper towel before rinsing, washing, or sanitizing any cooking or eating utensil.
- iii. Dispose of all waste food into the garbage.
- iv. Clean up any spills and work areas using disposable paper towels or reusable cloth towels.
- v. Pour all liquid grease into a metal waste container and allow to cool before disposing into the garbage or into an approved receptacle to be removed by an authorized FOG removal vendor or contractor.
- vi. Use screens over all drains to capture food waste materials.
- Vii.No collected grease shall be introduced into drainage piping or a public or private sewer system or public or private storm water system.

b. Requirements for FSEs with indoor grease traps:

- i. All requirements from section 5.(a) shall be followed.
- ii. Keep a maintenance log on site of all trap cleanings. The log should include the date and time of the cleaning, name and signature of person completing the cleaning, and how solids were disposed.
- iii. If grease traps are more than 50% full when cleaned, the cleaning frequency shall be increased.
- iv. All baffles shall be in place inside the grease trap.
- v. If an automated dishwasher is present, it is to be used for sanitizing purposes only. The discharge from the dishwasher shall bypass the grease trap and flow directly into the sanitary sewer system.
- vi. Upon completion of mopping, allow the used mop water bucket to remain still allowing adequate time to then skim off any fats, oils, and grease into the trash prior to disposing of the liquid in a sink.

c. Requirements for FSEs with outdoor grease interceptors:

- i. All requirements from section 5.(a) shall be followed.
- ii. Cleanings shall be performed by a permitted liquid waste hauler.
- iii. To ensure the pumping contractor properly cleans and pumps the grease

- interceptor, all cleaning and maintenance activities should be witnessed by an employee of the FSE. The FSE is responsible for ensuring the proper cleaning of all grease interceptors.
- iv. If cleaning is found to be inadequate, the City may require the FSE to have the pumping repeated. The FSE is responsible for ensuring the cleaning is completed according to the City's standards (Section 4.a and 5.c.v).
- v. The grease interceptor shall be left empty upon completion of cleaning. No liquids can be reintroduced back into the grease interceptor by the pumping contractor.
- vi. Keep a maintenance log on site of grease interceptor cleanings. The log should include who cleaned the interceptor, signature of the hauler, the date of cleaning, and how the solids were disposed.
- vii.Lids, covers and access portals to the interceptor shall not be covered with asphalt, concrete, landscaping, grass, bulky or stacked equipment or other materials. Additionally, the lid, cover or access portal shall be considered easily accessible in order to provide access to the interceptor for maintenance and inspection. The removal of any of the aforementioned materials to allow routine cleaning or inspection grease interceptors shall constitute a violation of accessibility.

d. Requirements for MFUs:

- i. All requirements from section 5.(b) shall be followed by all MFUs.
- ii. All MFUs operating within the City's sewer collection system Use boundaries shall have an approved grease trap permanently installed on the MFU and shall be maintained in proper working order at all times.
- iii. No MFU shall have a permanent connection to the City's sanitary sewer system.
- iv. MFUs may be allowed to connect to the City's water and sewer system using an approved "quick connect" (temporary) system upon the City's receipt of approval for such connections from the Henderson County Health Department.
- v. All water and sewer use by MFUs shall be metered by the City.
- vi. MFU's with commissary kitchen(s) located outside of North Carolina shall not be permitted to operate within the city limits.

6. REQUIREMENTS FOR NEW SOURCES

a. General Requirements:

- i. All FSEs shall submit to the City:
 - 1. Contact information for the person responsible for the interceptor or trap and the licensed plumber installing the interceptor or trap.

- 2. Address of the facility.
- 3. Drawings showing the location of the building, kitchen, interceptor, and traffic ways.
- 4. The manufacturer's model number and specifications for the interceptor or trap.
- 5. List of all plumbing fixtures plumbed to the interceptor or trap.
- 6. Copy of the kitchen mechanical or plumbing plan showing all fixtures connected to the interceptor or trap.
- ii. All interceptors shall be certified by the Plumbing and Drainage Institute.
- iii. The design and location of grease traps shall be approved by the City prior to installation. If installed prior to City approval, the City may require the device to be reinstalled in a more appropriate location. The cost for this relocation is the sole responsibility of the FSE owner.
- iv. "Grandfathering" of any existing FSEs from this policy and its requirements shall not be allowed.

b. <u>Design requirements</u>:

- i. No outdoor interceptor shall be less than 1,000 gallons total capacity.
- ii. Retention time in all interceptors shall be no less than 30 minutes.
- iii. All interceptors, whether singular or two tanks in series, shall have each chamber directly accessible from the surface to provide means for servicing and maintaining the interceptors in working order and operating condition.
- iv. All interceptors shall be designed and installed to allow for complete access for inspection and maintenance of the inner chamber(s) and viewing and sampling of the effluent discharged to the sewer system. These chambers shall not be visually obscured with soil, mulch, floorings, or pavement of any substance.
- v. Where automatic dishwashers are installed, the discharge from those units will discharge directly into the building drainage system without passing through a grease interceptor or grease trap. If plumbed to the grease trap or grease interceptor, the City may require that the dishwasher wastestream plumbing be relocated to bypass the grease trap or grease interceptor. The cost for this relocation is the sole responsibility of the FSE owner.
- vi. Grease interceptors are not to be installed within a drive through pick up area or underneath menu boards or in the vicinity of menu boards.
- vii. The inlet chamber of interceptors will incorporate an open sanitary tee, which extends 16 inches below the operating water level of the vessel. The outlet chamber of the interceptor will incorporate an open sanitary tee that extends to within 12 inches of the bottom of the vessel. The sanitary tees (both inlet and outlet) will not be capped but open for visual inspection of the wastestream.

- viii. Stainless steel support hangers shall be required if either the inlet or outlet piping of tee assembly extends greater than 12 inches from the interceptor's interior wall.
- ix. A baffle or diverter is necessary to increase the retention time to 30 minutes and avoid short-circuiting.

<u>APPENDIX A – INTERCEPTOR SIZING FORM</u>

To get values for any given FSE, refer to 2021 UPC or most current version of this publication.

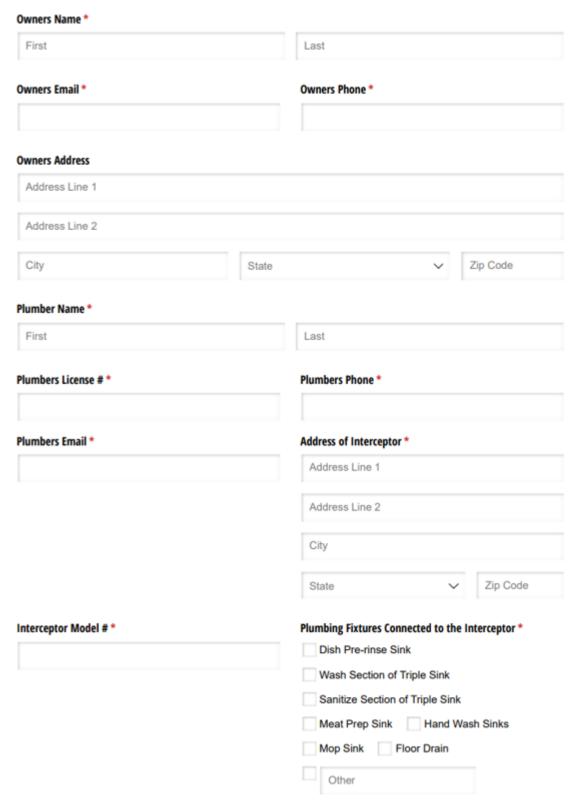
Variables	Value	Units
Number of Meals per Peak Hour		Meals per hour
Waste Flow Rate		gal
Retention Time		hours
Retention fille		liouis
Storage Factor		Category
Multiply above values to get result:		gal

^{*}Minimum allowed capacity is 1,000 gallons.

This form is subject to change at any time without advance notice by the City.

<u>APPENDIX B – PERMIT TO CONSTRUCT OUTDOOR GREASE INTERCEPTOR</u>

Grease Interceptor Form



This form is subject to change at any time without notice by the City.

APPENDIX C - AMENDMENTS (REVISION TABLE)

This policy and any portions, parts, sections, or subsections of it may be modified, amended, supplemented, or deleted at any time by a majority vote of the City Council acting in formal session upon the recommendation of City staff. All modifications, amendments, and additions shall carry the same force and effect as these policies. All such revisions shall appear in the table below and shall have the same force and application as all other sections of this policy once adopted.

ORD#	TITLE	DESCRIPTION	AFFECTED SECTIONS	DATE ADOPTED

REFERENCES

- City of Hendersonville Code of Ordinances (<u>Chapter 52 Utilities</u>)
- ➤ 33 U.S. Code § 1292 Section 212 of the Act "Publicly-Owned Treatment Works"
- > 40 CFR 403.4 "State or local law"
- > 40 CFR 403.3(m)(1) "New source"



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jenny Floyd **MEETING DATE:** 05/04/2023

AGENDA SECTION: PRESENTATIONS DEPARTMENT: Administration

TITLE OF ITEM: Special Appropriations – Jenny Floyd, Budget & Mgmt. Analyst

SUGGESTED MOTION(S):

N/A Presentation Only.

SUMMARY:

A discussion on special appropriations allocations to non-profits in fiscal year 2023-2024.

BUDGET IMPACT: \$130,000

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

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

ATTACHMENTS:

Special appropriation summary & Presentation



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER: Matthew Manley **MEETING DATE:** May 4, 2023

AGENDA SECTION: Public Hearing DEPARTMENT: Community

Development

TITLE OF ITEM: Rezoning: Standard Rezoning – 1208 Stanwood Rezoning (P23-26-RZO) –

Matthew Manley, AICP / Planning Manager

SUGGESTED MOTION(S):

For Recommending Approval:

I move City Council <u>adopt</u> an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN: 9568-51-8549) from R-15 (Medium Density Residential) to R-10 (Medium Density Residential) Zoning District based on the following:

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

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

- 2. We [find] this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:
 - The proposed residential zoning district is compatible with the character of the surrounding neighborhood and the adjacent land uses.
 - The petition provides for a modest increase in density without introducing new uses that would be detrimental to or out of character with the surrounding neighborhood.

For Recommending Denial:

I move City Council <u>deny</u> an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PIN: 9568-51-8549) from R-15 (Medium Density Residential) to R-10 (Medium Density Residential) Zoning District based on the following:

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

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

- 2. We [do not find] this petition to be <u>reasonable</u> and in the <u>public interest</u> based on the information from the staff analysis and the <u>public hearing</u>, and because:
 - 1. The proposed residential zoning district is incompatible with the rural character of the surrounding neighborhood and the adjacent land uses.
 - The proposed increase in density would be detrimental to the surrounding community due to an intensification of traffic congestion in the area.

 The proposed increase in density would provide a public benefit by allowing for additional housing stock. 	3. Density levels on the subject property should be maintained in order to limit impacts on the 100-Year Floodplain.
4. The proposed increase in density helps to offset limitations to development which are constrained by the presence of a 100-Year Floodplain on the subject parcel.	[DISCUSS & VOTE]
[DISCUSS & VOTE]	

SUMMARY: The City of Hendersonville is in receipt of an application for a Standard Rezoning from Michael Murphy, applicant/owner. The applicant is requesting to rezone the subject property (PIN: 9568-51-8549) located at 1208 Stanwood Ln from R-15, Medium Density Residential Zoning District to R-10, Medium Density Residential Zoning District.

The southernmost $^{1}/_{3}$ of the parcel is divided by Drake St which is an NCDOT street which provides access from Kanuga Rd to a mobile home park neighboring the subject property. The portion of the parcel located south of Drake St is primarily located in the 100-Year Floodplain.

The City of Hendersonville Zoning Ordinance states that, during a standard rezoning process, an applicant is prohibited from discussing the specific manner in which they intend to develop or use a site.

If rezoned, there will not be a binding site plan, list of uses nor any conditions placed on the site. All permitted uses within the R-10 district would be allowed on the site.

The Planning Board voted 5-1 in favor of recommending approval of the rezoning request.

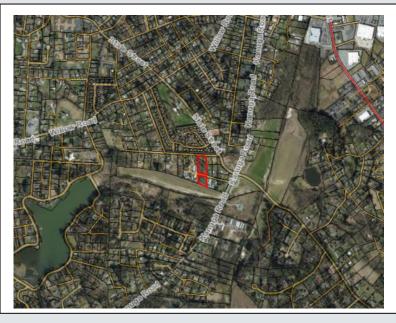
PROJECT/PETITIONER NUMBER:	P23-26-RZO
PETITIONER NAME:	 Michael Murphy [Applicant] Michael Murphy & Ginger Murphy[Owner]
ATTACHMENTS:	 Staff Report Planning Board Summary Zoning District Comparison Draft Ordinance Proposed Zoning Map Application

STANDARD REZONING: 1208 STANWOOD LN (P23-26-RZO) CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

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- Project Name & Case #:
 - o 1208 Stanwood Rezoning
 - o P23-26-RZO
- Applicant & Property Owner:
 - Michael Murphy [Applicant]
 - Michael Murphy & Ginger Murphy[Owner]
- Property Address:
 - o 1208 Stanwood Ln
- Parcel Identification (PIN):
 - 0 9568-51-8549
- Project Acreage:
 - o 1.8 Acres
- Current Parcel Zoning:
 - R-15 Medium Density Residential
- Requested Zoning:
 - o R-10 Medium Density Residential
- Future Land Use Designation:
 - Medium Intensity Neighborhood
 - Natural Resource/Agriculture



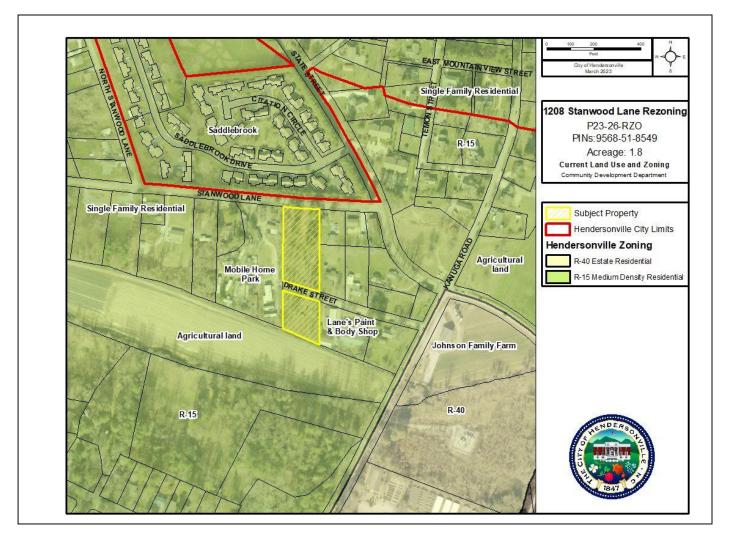
SITE VICINITY MAP

The City of Hendersonville is in receipt of an application for a Standard Rezoning from Michael Murphy, applicant/owner. The applicant is requesting to rezone the subject property (PIN: 9568-51-8549) located at 1208 Stanwood Ln from R-15, Medium Density Residential Zoning District to R-10, Medium Density Residential Zoning District.

The southernmost $^{1}/_{3}$ of the parcel is divided by Drake St which provides access from Kanuga Rd to a mobile home park neighboring the subject property. The portion of the parcel located south of Drake St is primarily located in the 100-Year Floodplain.

The City of Hendersonville Zoning Ordinance states that, during a standard rezoning process, an applicant is prohibited from discussing the specific manner in which they intend to develop or use a site.

If rezoned, there will <u>not</u> be a binding site plan, list of uses nor any conditions placed on the site. All permitted uses within the <u>R-10 district</u> would be allowed on the site.



City of Hendersonville Current Zoning & Land Use Map

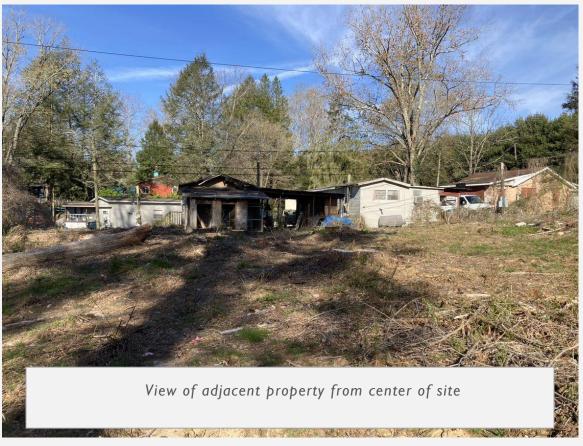
The subject property is located in the ETJ in the south/southwestern portion of the City of Hendersonville's zoning jurisdiction. This portion of the ETJ has been in place since the ETJ was initially established in 1975. The subject property is zoned R-15 - the predominant zoning district found along the entire western side of the City's jurisdiction, stretching from Kanuga Rd to the south and beyond Stoney Mountain Rd to the north. Other zoning districts proximate to the subject property include R-40 (Low Density Residential) just .1 miles to the east and R-20 (Low Density Residential) located .2 miles further east.

It should be noted that there are multiple instances of site-specific uses, non-conforming uses and exempt uses in the vicinity of the subject property. To the west of the subject property is a mobile home park with a density of 8.7 units/acre. To the north is the Saddlebrook community which is a PUD with a density of 5 Units/Acre (excluding ROW). Additionally, there is a Paint & Body shop on the southeast side of the subject property. Some agricultural-oriented commercial activity is concentrated around the intersection of Kanuga Rd / State St on a bona fide farm which is zoned R-40. As a bona fide farm, this parcel is exempt from city zoning in the ETJ per GS 160D-903(c).









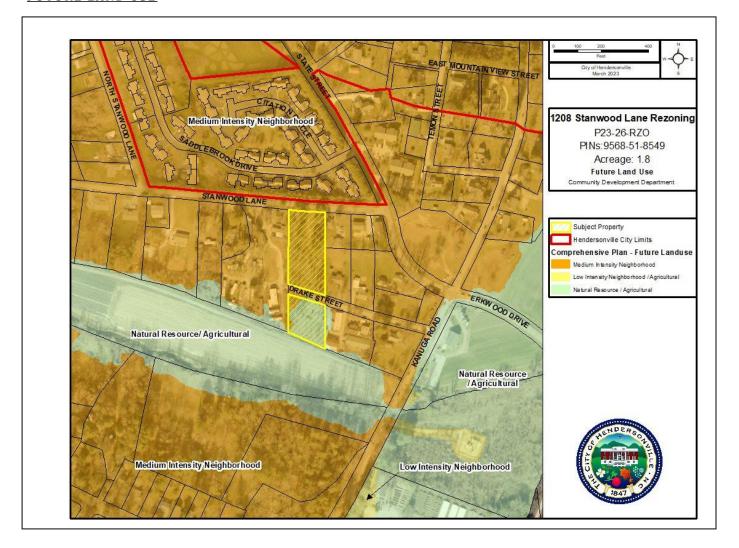








FUTURE LAND USE



City of Hendersonville Future Land Use Map

The City of Hendersonville's 2030 Comprehensive Plan Future Land Use Map designates the southwestern quadrant of the planning area, including the majority of the subject property, as 'Medium Intensity Neighborhood'. The 100-Year floodplain in southern portion of the subject property, as well as other low lying areas along the Shepherd Creek and Mud Creek floodplains, are designated at 'Natural Resource/Agricultural'. Portions of land south of Kanuga Rd are designated as 'Low Intensity Neighborhood'.

COMPREHENSIVE PLAN CONSISTENCY

NORTHERN PORTION OF SITE:

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.

Strategy LU-6.2 Primary Land Uses:

• Single Family attached and detached [CONSISTENT]

Strategy LU-6.3 Secondary Land Uses:

• Limited multi-family residential along roadways designated as Boulevards or Major Throughfares on the Future Land Use Map [CONSISTENT]

Strategy LU-6.4 Development Guidelines:

- 2 to 8 Units per gross acre [CONSISTENT ~ R-10 = 5.5 units per acre]
- At least 60% Open Space [LIMITED]
- 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) [INCONSISTENT]
- Encouragement of walkable neighborhood design [INCONSISTENT]

SOUTHERN PORTION OF SITE:

Future Land Use

Goal LU-4.Natural Resource/Agricultural Areas: 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.

Strategy LU-4.1. Location:

The FEMA 100-year Floodplain [CONSISTENT]

Strategy LU-4.2. Primary recommended land uses:

- Open space [LIMITED]
- Recreational amenities [CONSISTENT]
- Low-impact stormwater management facilities [INCONSISTENT]
- Flood storage [CONSISTENT]
- Agricultural uses [INCONSISTENT]

Strategy LU-4.3. Secondary recommended land uses:

- Utilities other than stormwater management [CONSISTENT]
- Single-family attached and detached structures [CONSISTENT]
- Cemeteries [INCONSISTENT]

Strategy LU-4.4. Development guidelines:

- Preservation and restoration of natural hydrology [LIMITED]
- Encouragement of Low-Impact Development principles, as described under Strategy WR-2.3 [LIMITED]
- Development of non-motorized pathways to connect neighborhoods, businesses, parks, and regional greenways [LIMITED]
- Residential uses limited to one unit per gross acre or less with at least 60% open space [LIMITED]

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. Goal LU-1. Encourage infill development that utilizes existing infrastructure in order to maximize public investment and revitalize existing neighborhoods. Goal LU-2. Discourage development in areas needed for protection of natural and agricultural resources and protection of citizens from natural hazards. Strategy PH-2.1. Encourage variation in lot sizes and housing types within new developments. Strategy PH-3.2. Encourage provision of affordable housing units in new developments. Strategy PH-3.2. Encourage mixed land use patterns that place residents within walking distance of services. Goal NR-1Preserve environmentally sensitive areas in order to protect life and property from natural hazards, protect water resources, and preserve natural habitat. Strategy NR-1.1 - Discourage and reduce development of structures and impervious surfaces within the FEMA Floodway and 100 Floodplain. Strategy NR-1.2 Protect land adjacent to streams to protect water quality, reduce erosion and protect wildlife habitat. Strategy NR-1.3 Encourage restoration of natural habitat and drainage patterns in developed areas. Strategy NR-1.5 - Continuously assess development and preservation efforts within areas planned as Natural Resources/Agricultural on the Future Land Use Map (Map 8.3b in Chapter 8) based on their conservation value Goal NR-2 Provide a variety of quality open space, distributed equitably throughout Hendersonville, that can be used for recreational opportunitie and aesthetic enhancements Strategy NR-2.1 Encourage clustered development that preserves open space while allowing a return on investment. Strategy NR-2.2 Acquire or encourage acquisition of environmentally sensitive properties Strategy NR-2.3 Promote preservation of woodlands		
Population & Strategy PH-2.2. Encourage provision of affordable housing units in new developments.		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. Goal LU-1. Encourage infill development that utilizes existing infrastructure in order to maximize public investment and revitalize existing neighborhoods. Goal LU-2. Discourage development in areas needed for protection of natural and
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Cultural & No Goals Strategies or Actions are directly applicable to this project	Environmental	preserve natural habitat. Strategy NR-1.1 - Discourage and reduce development of structures and impervious surfaces within the FEMA Floodway and 100 Floodplain. Strategy NR-1.2 Protect land adjacent to streams to protect water quality, reduce erosion and protect wildlife habitat. Strategy NR-1.3 Encourage restoration of natural habitat and drainage patterns in developed areas. Strategy NR-1.5 - Continuously assess development and preservation efforts within areas planned as Natural Resources/Agricultural on the Future Land Use Map (Map 8.3b in Chapter 8) based on their conservation value Goal NR-2 Provide a variety of quality open space, distributed equitably throughout Hendersonville, that can be used for recreational opportunities and aesthetic enhancements Strategy NR-2.1 Encourage clustered development that preserves open space while allowing a return on investment. Strategy NR-2.2 Acquire or encourage acquisition of environmentally sensitive properties Strategy NR-2.3Promote preservation of woodlands Strategy NR-2.4 Promote the location and design of open space areas within developments so that they contribute to and link individual homes to the City's green
Resources	Historic	stormwater management

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	Strategy TC-1.4. Encourage pedestrian connections between dead end streets and adjacent neighborhoods. Strategy TC-2.2. Preserve and expand the public greenway system as a core component of the bicycle and pedestrian transportation system

GENERAL REZONING STANDARDS			
	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property -		
The subject property and all properties abutting it are zoned R-I Density Residential). R-15 is also the predominant zoning district throughout the surrounding area with the exception of R-40 (Low Residential) and R-20 (Low Density Residential) which are locate of the subject property. There are multiple instances of site-specific land uses, non-confo and exempt uses in the vicinity of the subject property. Abutting to the west is a mobile home park with a density of 8.7 units per north is the Saddlebrook community which is a Planned Unit Dew with a density of 5 Units/Acre. The maximum density currently p under R-15 is 3.75 units/acre for a Minor Planned Residential Der Additionally, there is a Paint & Body shop on the southeast side of property. And lastly, some agricultural-oriented commercial activistand, food truck, etc.) is concentrated around the intersection of and State St on the site of a bona fide farm that is zoned R-40. A farm, this parcel is exempt from city zoning in the ETJ per GS 16 should also be noted that the municipal boundaries of the Village are less than ½ mile from the property.			
	Whether and the extent to which there are changed conditions, trends or facts that require an amendment -		
Changed Conditions	With the exception of an observed increase in commercial activity at the intersection of State St and Kanuga at the location of a bona fide farm, there have been no significant recent changes in the immediate area. In 1990, the Saddlebrook Neighborhood, located adjacent to the north of the subject property, was approved as a Special Use Permit. This Planned Unit Development is zoned R-15 and has a density of 5 Units per Acre on 15 Acres. This subdivision was legally established according to the zoning standards that were in place at the time. The R-15 zoning permitted 6 units/acre for single-family attached homes according to the 1994 Zoning Ordinance. The R-15 zoning district has subsequently been amended to not permit multi-family uses and permits single-family and two-family uses at a rate of 3.75 units/acre as part of a Minor PRD. More broadly, another changed condition is the lack of housing supply / low availability rate of affordable housing which has created a housing shortage throughout the region.		
Public Interest Public Interest The rezoning will allow for additional residential development. Utilize Minor PRD, a maximum increase of 3 units could be achieved if rezonant.			

such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment

A Water / Sewer Availability Request was received for this parcel. Both utilities are available to the site.

Whether and the extent to which adequate public facilities and services

Public Facilities

The site will be served by an NCDOT maintained street, which is classified as a "local street" in the comprehensive plan. There are currently no sidewalks on Stanwood Ln or Drake St.

Sanitation, Police and Fire service will be provided to the parcel upon voluntary annexation. Fire hydrants are needed in the area. Extension of sanitation services to the site would be relatively seamless given proximity to existing services.

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 -

In comparing aerial photographs to current conditions, it does appear that this site was once a wooded lot that has now been cleared with the exception of some trees at the southern end of the parcel.

There is a blue line stream bisecting diagonally across the subject property. There is also a blue line stream shown on the USGS map along the southern property boundary. Assuming that these blue line streams are not piped and are deemed to be protected waterways according to the US Army Corp of Engineers, the City's standards for Stream Buffer Protections would need to be met if/when the property is developed. One half acre of the parcel is located in the 100-year floodplain and would be subject to the City's standards for Floodplain Protection and subject to our Floodplain Development Ordinance. Section 17-2-2 of the City's Zoning Ordinance provides the following:

Effect on Natural Environment

d)In order to allow design flexibility to achieve high quality site design and better utilization of land adjacent to the special flood hazard area, a property owner or developer may fill and/or use for development up to ten percent of the special flood hazard area contained within the boundaries of any development site upon satisfactorily demonstrating the following:

- I) The proposed fill and/or development provides for a higher quality site design and better utilization of land adjacent to the special flood hazard area than would be possible without the intrusion necessary to achieve the high quality design; and
- 2) The proposed fill and/or development represents the minimum amount of special flood hazard area intrusion necessary to achieve the high quality design.

Public and private roads and sidewalks shall not count toward the allowable ten percent of the special flood hazard area on a tract that can be filled and/or used for development in accordance with section 17-2-2(d).

A property owner or developer may fill and/or use for development more than ten percent of the special flood hazard area when such would be necessary so that the property to be developed, including both the special flood hazard area and land adjacent thereto, equals one-half acre. DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT

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

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

DRAFT [Rationale for Approval]

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

DRAFT [Rational for Denial]

- The proposed residential zoning district is incompatible with the rural character of the surrounding neighborhood and the adjacent land uses.
- The proposed increase in density would be detrimental to the surrounding community due to an intensification of traffic congestion in the area.
- Density levels on the subject property should be maintained in order to limit impacts on the 100-Year Floodplain.

SPOT ZONING ANALYSIS

The UNC School of Government provides a <u>Legal Summary on the issue of Spot Zoning</u> (David Owens, April 2020). 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".

The Legal Summary goes on to provide criteria when considering the legality of "Spot Zoning". Those criteria are listed as follows:

- 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 1208 Stanwood Ln:

- Does the amendment single out and reclassify a relatively small tract?
 - The subject property is 1.8 Acres.
- Is the tract owned by a single person?
 - There are two property owners: Michael Murphy and Ginger Murphy
- Is the tract surrounded by a larger area uniformly zoned?
 - The R-I5 zoning district associated with the subject property, from a broad perspective, encompasses a contiguous area that is approximately <u>I,800</u> Acres. The R-I5 district represents a large portion of the western side of the City, stretching from Kanuga Rd, to the south, up to the northern boundary of the ETJ along Asheville Hwy. Given that this district narrows to a single row of parcels at the intersection of Blythe St and 6th Ave (US 64), one could take a narrower view of the R-I5 district. Applying this narrower view, the R-I5 area stretching from Blythe St/6th Ave to Kanuga Rd encompasses an area of approximately <u>I,050 acres</u>.
 - An R-40 district is located .1 miles from the subject property.
 - \circ $\,$ An R-20 district is located .2 miles from the subject property.
- Does the amendment relieve the small tract from restrictions to which the rest of the area is subjected?
 - Allows for smaller minimum lot size/increase in density

Spot Zoning Criteria Analysis | Below is an analysis of the Spot Zoning criteria as it relates to the proposed rezoning of I208 Stanwood Ln:

1. Size and physical attributes of the site:

- The subject property is 1.8 Acres.
- .5 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 5.5 Units/Acre (using Minor PRD as max density).
- On a 1.8 Acre site this would allow for 9 units instead of 6 units and potentially allow for better utilization of land given the presence of floodplain.
- Detriments to the neighboring landowners could be that the maximum increase of 3 additional dwelling units would increase associated noise, light and traffic impacts.
- The benefit to the community would be a slight increase in housing units to address housing shortage

3. Actual and Previously Permitted Uses of the Site in Relation to Newly Permitted Uses:

- The permitted uses in R-15 and R-10 are identical with one exception. 'Cemeteries' are a Special Use in R-15 but not permitted in R-10.
- Both districts are primarily single-family/two-family zoning districts with 5,000 Sq Ft difference in minimum lot size for a single-family home.

4. Changed Conditions Warranting the Amendment:

- Recent changed conditions include increased in commercial activity at the intersection of State St and Kanuga at the location of a bona fide farm.
- In 1990, the Saddlebrook Neighborhood, located adjacent to the north of the subject property, was approved as a Special Use Permit (site-specific approval). This Planned Unit Development is zoned R-15 and has a density of 5 Units per Acre on 15 Acres. This subdivision was legally established according to the zoning standards that were in place at the time. The R-15 zoning permitted 6 units/acre for single-family attached homes according to the 1994 Zoning Ordinance.
- There is a non-conforming Mobile Home Park adjacent to the site with a density of 8.7 Units per Acre on 3.1 acres. This mobile home park was established at some point between 1955 and 1984.
- Adjacent to the site to the southeast is an auto paint and body shop which is not a permitted use in the R-I5.
- The remainder of the immediate area appears to be single-family homes with lot sizes ranging from .5 to I acre.

5. Other Factors Affecting the Public Interest.

 Compatibility with Plan – The 2030 Comp Plan Future Land Use Map designates this area as 'Medium Intensity Neighborhood' which recommends a density of 2-8 Units / Acre. R-15 currently allows 3.75 Units/Acre while R-10 would permit 5.5 Units/Acre. Staff Analysis | Based on this analysis, staff believes this petition would be categorized as a Spot Zoning because it benefits a single property owner/household and because it is a single 1.8-acre parcel surrounded by a very large area that is uniformly 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:

- Development constraints associated with the presence of a flood zone on the property.
- Changed conditions in the area established by the introduction of the density associated with Saddlebrook and the adjacent Mobile Home Park,
- 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).
- Only marginal difference between the proposed zoning (R-10) and the existing zoning (R-15).
- Permitted uses in R-10 are not out of character with the surrounding area.
- The rezoning would not be considered detrimental to the neighborhood character





PROJECT #: P23-26-RZO
MEETING DATE: April 13, 2022

PETITION REQUEST: 1208 Stanwood Ln Rezoning - Standard Rezoning (R-15 to R-10)

APPLICANT/PETITIONER: Michael Murphy [Applicant/Owner]

PLANNING BOARD ACTION SUMMARY:

Staff gave a I6-minute presentation on the request - reviewing the guidance from the Comprehensive Plan as well as the criteria for considering a rezoning and an analysis of Spot Zoning. The Planning Board asked questions related to application and the potential implications of eventual development of the subject property. Questions revolved around the provision of sidewalks, the number of by-right units that could be constructed under current zoning vs the proposed rezoning, and the impact of the floodplain on development of the property. In total Planning Board considered this item for 48 minutes.

PUBLIC COMMENT:

The Aplicant did not provide public comment in regard to his petition.

The following members of the public spoke:

Joyce Maviglia, 412 N. Lakeside Drive – She stated she was concerned about the grading with no permit and the effect from the 100-Year Floodplain this development will have on existing properties. She explained her concerns to the Planning Board concerning the drainage from a recent storm and how all of this has affected her and her property. She stated that she had spent countless hours trying to find out how her development was permitted and built. Her home is "like living in a swamp". She worries every time it rains. She is requesting that the Board reject this rezoning.

Michael Redden, Drake Street – He stated his biggest concern was the traffic. Traffic from the produce stand is "awful". He also had concerns about the floodplain. He stated this is not a feasible location for increased development allowed by the rezoning.

Jennifer Ray, 1033 Saddlebrook Drive – She stated her concern is with the traffic and that State Street does not have enough room for increased traffic. She asked why a person who purchased this property would want to rezone it knowing what it was zoned for originally – stating that he just bought this two years ago.

Ken Fitch, 1046 Patton Street (Zoom) - He stated the main issue is traffic – stating that there are already a number of accidents in this area and that it is dangerous. He also explained that impacts to Drake Street are an issue. He also had concerns about the 100-Year Floodplain.

DELIBERATION:

Some discussion occurred regarding potential traffic impacts with a general consensus that an additional 3 units would not have a significant effect. The date of the current FEMA floodplain maps were also discussed. The final point of discussion was in regard to the logic behind rezoning one parcel R-IO with it being surrounded by a large R-I5 zoning district.

MOTION:

Peter Hanley moved that the Planning Board recommend approval providing the following:

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

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

REASONABLENESS STATEMENT:

[Rationale for Approval]

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

BOARD ACTION

Motion/Second: Hanley / Brown

• Yeas: Hanley, Brown, Martin, Cromar, Robinson

Nays: Robertson

• Absent: Jamison, Peacock

• Recused: N/A

R-10 Low Density Residential (proposed)

Same in both districts

Different from current district

Permitted Uses:

- 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.

Special Uses:

- Bed and breakfast facilities
- Public utility facilities
- Schools, primary & secondary, containing no more than 50,000 square feet of gross floor area

R-15 Medium Density Residential (current)

Same in both districts

Different from proposed district

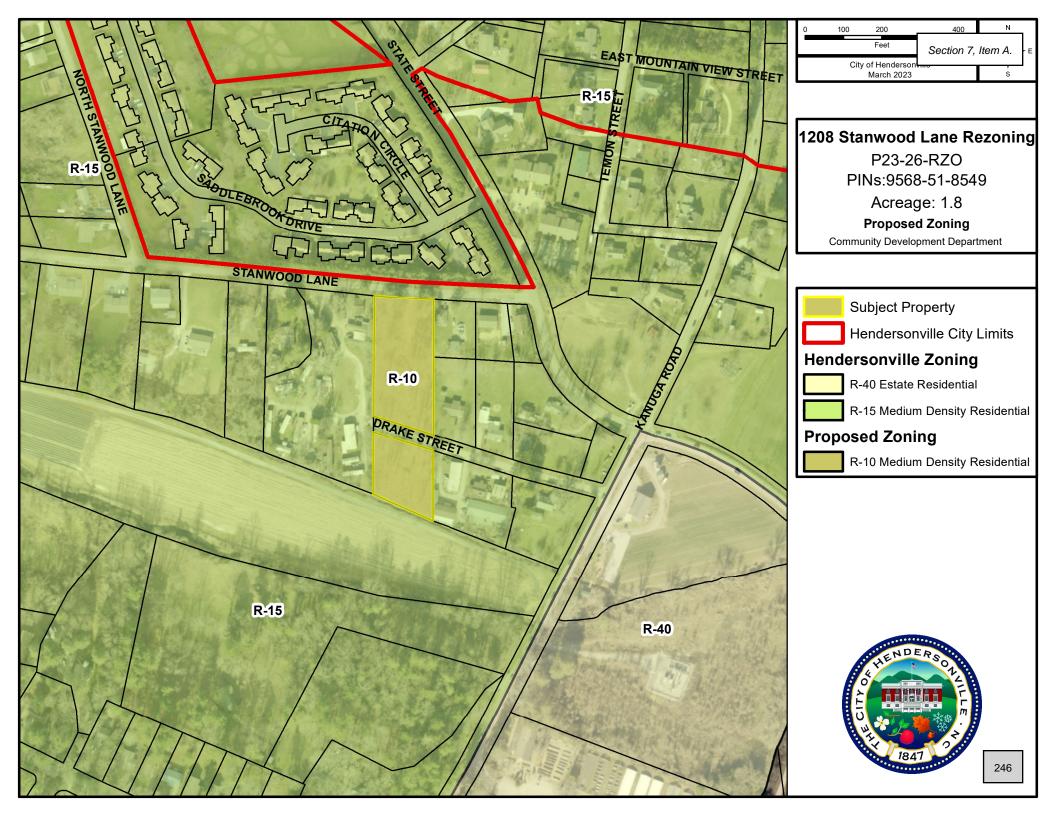
Permitted Uses:

- 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 Special Use requirements contained in Section 16-4, below.

Special Uses:

- Bed and breakfast facilities
- Cemeteries
- Public utility facilities
- Schools, primary & secondary, containing no more than 50,000 square feet of gross floor area

R-10 Low Density Residen	<u>tial</u>	R-15 Medium Density Residen	<u>tial</u>
Same in both districts		Same in both districts	
Different from current dist	rict	Different from proposed distr	ict
Dimensional Requirements:		Dimensional Requirements:	
Minimum Lot Area in Square Feet:	10,000	Minimum Lot Area in Square Feet:	15,000
Lot Area per Dwelling Unit in Square F	eet:	Lot Area per Dwelling Unit in Square Fe	eet:
	10,000;		15,000;
5,000 (for one additional	dwelling unit)	7,500 (for one additional dw	velling unit)
Minimum Lot Width at Building Line in	n Feet: 75	Minimum Lot Width at Building Line in	Feet: 85
Minimum Yard Requirements in Feet:		Minimum Yard Requirements in Feet:	
Principal Structure:		Principal Structure:	
	Front: 25		Front: 30
	Side: 10		Side: 10
	Rear: 10		Rear: 15
Accessory Structures:		Accessory Structures:	
	Front: 25		Front: 30
	Side: 5		Side: 5
	Rear: 5		Rear: 5
Maximum Height in Feet:	35	Maximum Height in Feet:	35



Ordinance #

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR 1208 STANWOOD LANE (PARCEL NUMBER: 9568-51-8549) BY CHANGING THE ZONING DESIGNATION FROM R-15 (MEDIUM DENSITY RESIDENTIAL) TO R-10 (MEDIUM DENSITY RESIDENTIAL)

IN RE:	Parcel Number: 9568-51-85 1208 Stanwood Lane	549	
WHEREAS [Applicant /	•	ning Map Amendment application from Michael	Murphy
voting		this application at its regular meeting on April 1 ncil adopt an ordinance amending the official zoning	
WHEREAS	S, City Council took up this ap	plication at its regular meeting on May 4 th , 2023, a	nd
NOW, THI Carolina:	EREFORE, BE IT ORDAIN	ED by the City Council of the City of Hendersonvi	ille, North
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 9568-51-8549 from R-15 (Medium Density Residential) to R-10 (Medium Density Residential).		
2.	Any development of the parties the City of Hendersonville,	rcels shall occur in accordance with the Zoning Ord North Carolina.	dinance of
3.	This ordinance shall be in f	ull force and effect from and after the date of its ad	option.
Ado	pted this 4th day of May 2023.		
Attest:		Barbara G. Volk, Mayor, City of Hendersonville	- ;
Jill Murray,	City Clerk	_	
Approved as	s to form:		
Angela S. B	eeker, City Attorney		



CITY OF HENDERSONVILLE COMMUNITY DEVELOPMENT DEPARTMENT

100 N. King Street, Hendersonville, NC 28792 Phone (828) 697-3010|Fax (828) 698-6185 www.hendersonvillenc.gov

Zoning Ordinance Map Amendment Section 11-1 of the City Zoning Ordinance

	, 8	
Amendment. Staff will not review application	for a complete application for a Zoning Map ions until each item has been submitted and nark by each of the following items, you are certifying	
 Completed Application Form Completed Signature Page (completed) Application Fee 	pleted Owner's Affidavit if different from applicant)	
A. Property Information		
Date: 05Jan23		
PIN(s): 9568-51-8549		
Address(es) / Location of Property:	8 Stanwood Lane	
Current Zoning: R15	·	
Proposed Zoning: R10	 	
B. Adjacent Parcel Numbers and Uses		
PIN: 9568516641	Use: Mobile Home Park	
PIN: 9568523362	Use: Town Homes	
PIN: 9568519776	Use: Single Family Residence	
PIN: 9568519578	Use: Single Family Residence	
PIN: 9568610312	Use: Auto Repair Shop	
Office Use:	By: DATA Eag Passiyart VAN	

C. Applicant Contact Information	
Michael Murphy	
* Printed Applicant Name	
Printed Company Name (if applicable)	
Corporation Limited Liability Co	ompany Trust Partnership
✓ Other: Land Owner	
Mike Murphy	Digitally signed by Mike Murphy Date: 2023.01.05 14:56:11 -05'00'
Applicant Signature	
Applicant Title (if applicable)	
1124 Old US 25 Hwy	
Address of Applicant	
Zirconia, NC 28790	
City, State, and Zip Code	
828-329-6332	
Telephone	
mytsip@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.

D. Property Owner Contact Information (If different from Applicant)
same
* Printed Property Owner Name
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 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.

3

D. Section 11-1 Standards

The advisability of amending the text of this Zoning Ordinance or the Official Zoning Map is a matter committed to the legislative discretion of the City Council and is not controlled by any one factor. In determining whether to adopt or disapprove the proposed amendment to the text of this Ordinance or the Official Zoning Map, the City Council shall consider the following factors among others:

a) Comprehensive Plan Consistency – Consistency with the Comprehensive Plan and amendments thereto.

R10 will be similar to the future zoning of Medium Intensity Neighborhood allowing 2 to 8 per acre

b) Compatibility with surrounding uses — Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property. (Also, see NCGS 160-601 (d) Down-Zoning)

Neighboring properties are densely populated, one is a mobile home park and a across Stanwood is a townhome community

c) Changed Conditions. Whether and the extent to which there are changed conditions, trends or facts that require an amendment. (Also, see NCGS 160D-601 (d) Down-Zoning)

single family home availability is limited cost of development land to develop is scarce affordable homes are almost nonexistent

d) Public Interest. Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public heath, safety and general welfare. (Also, see NCGS 160D-601 (d) Down-Zoning)

more affordable housing is needed in Hendersonville and changing this density will allow more homes to be developed on less land which helps with the cost to develop smaller plots of land.

e) Public Facilities. Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment. (Also, see NCGS 160D-601 (d) Down- Zoning)

water and sewer are available to this property main streets meet this property main thoroughfares are with 1/8 mile from this property

f) Effect on Natural Environment. Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife.

Adding a few more single family homes in this area will not adversely effect the natural environment



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 5/4/2023

AGENDA SECTION: NEW BUSINESS DEPARTMENT: Administration

TITLE OF ITEM: Pollinator Bed Partnership – *Lyndsey Simpson, Council Member*

SUGGESTED MOTION(S):

I move that City Council direct staff to pursue a partnership with Blue Ridge Community College to develop pollinator plants and beds.

SUMMARY:

The Environmental Sustainability Board is recommending the development of a partnership between the City of Hendersonville and Blue Ridge Community College to expand the number of pollinator plants throughout the city.

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. Funds will be provided in the FY 2023-24 ESB Budget.

ATTACHMENTS:

Proposal

Pollinator plants:

Background: Hendersonville is a BeeCity/USA City and has an invested interest in promoting pollinator plant species. Hendersonville is also a signatory to the Mayors Monarch Pledge which supports a wide variety of actions from planting native pollinator plants on municipal property to possibly distributing pollinator plants to the citizen community.

Blue Ridge Community College is a BeeCity/USA Campus and likewise has an interest in promoting pollinator plant species. Further the Horticulture Department has an interest in ensuring students are aware of native pollinator plants and are proficient in propagation of those plants

It can be difficult to acquire pollinator plants that are assured to be true to the native species or cultivar desired and known to be grown without harmful systemic pesticides. Further, most plants sold in the retail trade are larger in size and more costly than necessary for larger scale plantings, making purchase of large numbers for municipal plantings problematic.

Blue Ridge Community College has a horticulture department that has expertise in growing plants, including natives, from seed. The head of the Department teaches numerous classes in native, pollinator plants and has the experience and knowledge to propagate and maintain regionally important species.

The proposal: The City of Hendersonville could enter into a contractual agreement with the BRCC Horticulture Department to propagate an adequate number of seedlings to be used to plant planned municipal demonstration beds as well as possibly promoting pollinator plantings by citizens through plant giveaways similar to the tree distributions conducted by the tree board.

The proposed agreement could use funds from the 2023 ESB budget to support the contract and allow BRCC to purchase seeds and propagation materials which could ultimately provide the City with plants. Under the suggested arrangement, in the first year, 50 percent of all plants grown would be provided back to Hendersonville for use in City plantings or other activities. The remaining plants would be available for BRCC to sell as they see fit to provide funding for future similar efforts.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 05/04/2023

AGENDA CLOSED SESSION DEPARTMENT: Administration

SECTION:

TITLE OF ITEM: Closed Session – *John Connet, City Manager*

SUGGESTED MOTION(S):

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

SUMMARY:

City staff is requesting a closed session to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes and to consult with an attorney employed or retrained by the public body in order to preserve the attorney-client privilege between the attorney and to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee.

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. NA

ATTACHMENTS:

None