CITY OF HENDERSONVILLE
CITY COUNCIL REGULAR MEETING
Operations Center Assembly Room | 305 Williams St. | Hendersonville, NC 28792
Thursday, December 04, 2025 – 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. Approval of Minutes - *Jill Murray, City Clerk*

      November 6, 2025 Regular Meeting

   B. Resolution to Accept Portion of East Allen Street into the City Street Maintenance System – *Daniel Heyman, Assistant City Attorney*

   C. Memorandum of Agreement with NCLM for Disaster Recovery Services - *Adam Murr, Budget & Evaluation Director*

   D. Adoption of Strategic Housing Plan – *Angela Beeker, City Attorney*

   E. Reclassification of the ERP Business Analyst position to Software Developer position, *Jennifer Harrell, HR Director*

   F. Resolution to Appoint Designated Agents for a Hazard Mitigation Grant Program Application to Support the Wastewater Treatment Facility Flood Mitigation Project – *Devin Owen, Utilities Engineer*

   G. Approval of Utility Revenue Manager, Utility Billing Team Leader, and Customer Service Team Leader Positions – *Krystal Powell, Finance Director*

   H. Property Tax Pending Releases and Refunds -*Tammy Heide, Deputy Tax Collector*

   I. Resolution to Support the Wastewater Treatment Facility Flood Mitigation Project by affirming project alignment with the South Mountains Regional Hazard Mitigation Plan – *Devin Owen, Utilities Engineer*

   J. FY25 System Development Fee Capital Reserve Fund Ordinance Amendment – *Adam Murr, Budget & Evaluation Director*

K. Monthly Property Tax Collector's Report -*Tammy Heide, Deputy Tax Collector*

L. December Project Ordinances and Reimbursement Resolutions – *Jennifer Floyd, Management Analyst*

M. December 2025 Budget Amendments – *Jennifer Floyd, Management Analyst*

N. Patton Park and Whitmire Design Contracts – *Brian Pahle, Deputy City Manager & Richard Shook, PE, Civil Engineer*

O. Approval to Declare and Sell Surplus- *Logan Hickey*

P. Request for approval to accept the Small Business Infrastructure Grant Program for Cane Creek Industrial Park Redundant Waterline Connection. - *Blake Fulgham, Management Analyst II*

Q. Request for approval to accept the Small Business Infrastructure Grant Program for the 7th Avenue E Sidewalk and Storm Drainage Restoration Project. - *Blake Fulgham, Management Analyst II*

6. PRESENTATIONS

A. Hendersonville Police Department Honors Lieutenant Matt Capps for FBI National Academy Graduate - *Blair Myhand, Police Chief*

B. NC-APA Marvin Collins Outstanding Plan Award for the Gen H Comprehensive Plan – *Matthew Manley, AICP and Lew Holloway.*

7. PUBLIC HEARINGS

A. 2025 General Obligation (GO) Transportation Bond Order Public Hearing, Adoption of Bond Order and Resolution Setting a Special Bond Referendum and Notification of the Henderson County Board of Elections
- *Adam Murr, Budget & Eval. Director*

B. Rezoning: Standard Rezoning –Locust St Small Area Rezoning | 25-78-RZO – *Matthew Manley, AICP | Long-Range Planning Manager*

C. Zoning Text Amendment: Elimination of Waiting Period (25-80-ZTA) – *Matthew Manley, AICP – Long-Range Planning Manager*

D. Zoning Text Amendment: C-4 Upzoning Update (25-76-ZTA) – *Matthew Manley, AICP – Long-Range Planning Manager*

E. Landmark Nomination – Ewbank-Whitmire House (25-03-LL) – *Sam Hayes, Planner II*

F. Landmark Nomination – The Waverly (25-04-LL) – *Sam Hayes, Planner II*

G. Landmark Nomination – McKeithan-Rogers House (25-05-LL) – *Sam Hayes, Planner II*

8. NEW BUSINESS

A. Request by City Manager to Convert Diversity and Inclusion Committee to Citizens Advisory Committee – *John Connet, City Manager*

B. Comprehensive Stormwater Master Plan Update – *Michael Huffman, Stormwater Director*

C. Helene Recovery Update – *Brian Pahle, Deputy City Manager*

D. Dogwood Hotel RFP – *Brian Pahle, Deputy City Manager*

E. FY27-FY29 Strategic Plan Update – *Brian Pahle, Deputy City Manager*

F. Approval of the 2026 Annual Schedule of Meetings for City Council - *Jill Murray, City Clerk*

9. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

A. Term Renewals and Vacancies - *Jill Murray, City Clerk*

Environmental Sustainability Board
Historic Preservation Committee
Planning Board
Tree Board

B. IMD Multimodal Planning Program New Bicycle Plan Grant - *Blake Fulgham, Management Analyst II-Strategy & Performance*

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

A. November 2025 Contingency and Adjustment Report – *John Connet, City Manager*

11. CITY COUNCIL COMMENTS

12. CLOSED SESSION

A. Closed Session – *John Connet, City Manager and Angie Beeker, City Attorney*

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

November 6, 2025

REGULAR MEETING OF THE CITY COUNCIL

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

Present: Mayor Barbara G. Volk, Mayor Pro Tem Dr. Jennifer Hensley, and Council Members: Lyndsey Simpson, Melinda Lowrance & Gina Baxter

Staff Present: City Manager John Connet, City Clerk Jill Murray, City Attorney Angela Beeker, Budget & Evaluation Director Adam Murr, Communications Director Allison Justus and others

Absent: Deputy City Manager Brian Pahle

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

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

There was no public comment.

4. CONSIDERATION OF AGENDA

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

5. CONSENT AGENDA

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

A. Adoption of City Council Minutes – *Jill Murray, City Clerk*
October 2, 2025 Regular Meeting
October 22, 2025 Second Monthly Meeting

B. Authorization to Lease City Owned Property at 129 Mitchelle Drive – *Adam Steurer, Utilities Director*

Resolution #R-25-107

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE A LEASE OF CITY OWNED REAL PROPERTY AT 129 MITCHELLE DRIVE

WHEREAS, the City of Hendersonville owns property located at 129 Mitchelle Drive, Hendersonville, NC 28792, described in deed of record in Deed Book 1318, Page 126, Henderson County Registry ("Subject Property"); and

WHEREAS, the City of Hendersonville purchased the Subject Property for the purposes of building a pump station; and

WHEREAS, the Subject Property currently houses, in addition to the pump station, an outdoor advertising sign owned by Lamar OCI South, LLC ("Lamar") and Lamar wishes to renew this lease for an additional ten (10) year period, and the City does not need and will not need the space occupied by Lamar's sign during the proposed ten (10) year lease term; 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 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 declared its intent to authorize a lease at their regular meeting of August 7, 2025. The nonexclusive lease of the Subject Property to Lamar which will permit Lamar to leave their outdoor advertising sign in place during the Lease term; and

WHEREAS, Staff advertised City Council's intent to lease in a newspaper of general circulation in Henderson County thirty (30) days prior to the November 7, 2025 regular City Council Meeting.

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

1. The City authorizes a lease renewal for the Subject Property to the Lamar.
2. The annual rent shall be $___5,250_____, paid annually, for the first five (5) years of the Lease term, and $_5,512_____, paid annually for the second five (5) years of the lease term.
3. City Council authorizes Adam Steurer, Utilities Director, to execute the Lease Agreement with terms consistent with this Resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

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

C. Revision of the City Ordinance for Retiree Insurance to Clarify How Long a 30+ Year Retiree can Remain on City Paid Medical Insurance – *Jennifer Harrell, HR Director*

Ordinance #O-25-56

AN ORDINANCE AMENDING SECTION2-138 OF THE CODE OF ORDINANCES PERTAINING TO MEDICAL INSURANCE FOR CERTAIN CITY GOVERNMENT RETIREES

WHEREAS, the Code of Ordinances Section 2-138 provides for the City to continue to carry medical insurance for employees retiring with 30 or more years of service to the City of Hendersonville, and

WHEREAS, the City wishes to clarify how long a retiree will be covered on the city medical insurance, and

WHEREAS, the intent of the City that the said section means to provide medical insurance for retirees until they reach age sixty-five (65) or become Medicare eligible.

WHEREAS, the City Council wishes to amend the ordinance to clarify the said intent,

NOW THEREFORE, be it ordained by the City Council of the City of Hendersonville:

Section 1. Hendersonville City Code Section 2-138 is hereby amended to read in full as follows:

Sec.2-138 Group medical insurance coverage for retirees.
For employees who retire with 30 or more years of service to the City of Hendersonville, the city will continue to carry them on the city's group medical insurance plan and pay the premium until such time the retiree reaches the age of sixty-five (65) or becomes Medicare eligible whichever comes first.

Section 2. SEVERABILITY. If any provision of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid, such decision shall not affect the validity of the remaining provisions of this ordinance.

Section 3. EFFECTIVE DATE. This ordinance shall be in full force and effective from and after the date of its adoption.

Adopted this 6th day of November, 2025.

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

D. Appointment of Deputy Tax Collector – *Krystal Powell, Finance Director*

Resolution #R-25-108

RESOLUTION TO APPOINT TAMMY HEIDE AS DEPUTY TAX COLLECTOR AND ADOPTING THE CHARGE AND ORDER OF COLLECTION

WHEREAS, the City of Hendersonville contracted with Henderson County for tax collection beginning in 2019 and;

WHEREAS, the City of Hendersonville retained the responsibility to collect delinquent taxes billed prior to 2019; and

WHEREAS, A new Deputy Tax Collector will be appointed after the acceptance of the tax settlement of Amanda Lofton; and

WHEREAS, Tammy Heide is a person of character and integrity whose experience in business and collection work is satisfactory;

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

1. Tammy Heide, Assistant Finance Director is hereby appointed as Deputy Tax Collector for a term of 5 years.
2. The delinquent taxes as detailed in the October 24, 2025, Tax Settlement are hereby charged to the Deputy Tax Collector for collection.
3. The Order of Collection is approved and shall be delivered to the Deputy Tax Collector.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

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

E. Tax Refund Release – *Brian Pahle, Deputy City Manager*

Resolution #R-25-109

RESOLUTION BY THE CITY OF HENDERSONVILLE APPROVING TAX REFUND REQUESTS DUE TO CLERICAL ERROR PURSUANT TO N.C.G.S. 105-381

WHEREAS, the Henderson County Tax Assessor's office has made the City aware of a clerical error in the tax listing for Public Service Company of NC, Inc. (dba Enbridge Gas) (hereinafter "PSNC") for tax year 2024; and

WHEREAS, the value of PSNC property subject to the City's Municipal Service District tax and the value subject only to the generally applicable City tax rate were transposed on the 2024 tax bills; and

WHEREAS, due to the clerical error, PSNC's 2024 tax payment for property subject to the City's Municipal Service District tax resulted in an overpayment of $18,429.84; and

WHEREAS, the taxpayers have in a timely manner pursuant to applicable law made a demand in writing for a refund of such overpayment, and the amounts have been certified by the Henderson County Tax Assessor/Collector as being in excess of the amounts legally due by the taxpayers in accordance with G.S. 105-381.

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

1. The certified amounts of individual refunds of taxes shown on the attached Release/Refund Report, attached hereto as Exhibit A and incorporated herein by this reference, are hereby approved.
2. The City of Hendersonville Finance Director is directed to make said refunds in the total amount of $18,429.84.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

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

F. Tax Interest Release - *Brian Pahle, Deputy City Manager*

Resolution #R-25-110

RESOLUTION BY THE CITY OF HENDERSONVILLE APPROVING TAX RELEASE REQUESTS DUE TO CLERICAL ERROR PURSUANT TO N.C.G.S. 105-381

WHEREAS, the Henderson County Tax Assessor's office has made the City aware of a clerical error in the tax listing for Public Service Company of NC, Inc. (dba Enbridge Gas) (hereinafter "PSNC") for tax year 2024; and

WHEREAS, the value of PSNC property subject to the City's Municipal Service District tax and the value subject only to the generally applicable City tax rate were transposed on the 2024 tax bills; and

WHEREAS, due to the clerical error, PSNC's 2024 tax payment for property subject only to the generally applicable City tax rate resulted in an underpayment on Tax Bill No. 0003097983-2024-2024-0001-00; and

WHEREAS, due to the underpayment, interest has accrued in the amount of $3,993.13; and

WHEREAS, PSNC has paid its property taxes in a timely fashion each tax year, and but for the clerical error, would have also paid correct amount due in a timely fashion, and therefore would not have accrued interest; and

WHEREAS, the taxpayers have in a timely manner pursuant to applicable law made a demand in writing for a release of such interest, and the amounts have been certified by the Henderson County Tax Assessor/Collector in accordance with G.S. 105-381.

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

1. Interest due on additional outstanding tax bill 0003097983-2024-2024-001 For Public Service Company of NC, Inc., in accordance with G.S. §105-381(a)(1)a. – a tax imposed through clerical error, is hereby released.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

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

G. Settlement of Delinquent Taxes & Arrangements for Collection - *Krystal Powell, Finance Director*

Resolution #R-25-111

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT SETTLEMENT OF DELINQUENT TAXES CHARGED TO DEPUTY TAX COLLECTOR

WHEREAS, General Statute 105-373 requires the tax collector to provide settlement of all taxes charged to the collector to the governing board upon their last day in office and;

WHEREAS, In default of such a settlement, or in case of a vacancy occurring during a term for any reason, it shall be the duty of the chief accounting officer or, in the discretion of the governing body, of some other qualified person appointed by it immediately to prepare and submit to the governing body a report in the nature of a settlement made on behalf of the former tax collector.; and

WHEREAS, Whenever a settlement must be made in behalf of a former tax collector, as provided in this subsection (d), the governing body may deliver the tax receipts, tax records, and tax sale certificates to a successor collector immediately upon the occurrence of the vacancy, or it may make whatever temporary arrangements for the collection of taxes as may be expedient.

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

1. The settlement of taxes charged to Deputy Tax Collector Amanda Lofton, prepared and submitted by Finance Director Krystal Powell is satisfactory and approved.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

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

H. License Agreement with Ecusta Rails2Trail, LLC/Henderson County and LRH Properties, LLC for Sewer Crossing at Daniel Drive - *Daniel Heyman, Assistant City Attorney*

Resolution #R-25-112

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH ECUSTA RAILS2TRAIL, LLC/HENDERSON COUNTY AND LRH PROPERTIES, LLC, FOR A SEWER EXTENSION ALONG DANIEL DRIVE

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

WHEREAS, due to impacts from the US-64 widening, LRH Properties, LLC has proposed to extend public sewer to property within the corporate limits of Laurel Park; and

WHEREAS, LRH Properties, LLC proposes to extend public sewer, which upon completion and acceptance, will be provided to the City to own, operate, and maintain; and

WHEREAS, the proposed sewer extension will run along Daniel Drive and requires the sewer main to cross the Ecusta Trail right-of-way; and

WHEREAS, Ecusta Rails2Trail, LLC and Henderson County, as owners of the Ecusta Trail right-of-way, requires the developer and eventual owner of encroaching utilities to enter into a license agreement governing the terms of said encroachment.

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

1. The Henderson County Ecusta Trail License Agreement for Wire, Pipe and Cable Transverse Crossings and Longitudinal Occupations associated with the public sewer extension proposed by LRH Properties, LLC is approved as presented.
2. The City Manager is authorized to take all actions necessary to execute the Agreement.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

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

I. Authorizing Closure of Wells Fargo Health & Welfare Account - *Krystal Powell, Finance Director*

Resolution #R-25-113

RESOLUTION AUTHORIZING CLOSURE OF BANK ACCOUNTS AND REMOVAL OF OFFICIAL DEPOSITORY

WHEREAS, G.S. 159-31 requires that all deposits of a local government or public authority be made with one or more official depositories designated by the governing board, and that such depositories shall be banks, savings and loan associations, or trust companies authorized to do business in North Carolina; and

WHEREAS, G.S. 159-31 further provides that the governing board shall designate the official depositories by resolution and that all deposits shall be made in the name of the unit or public authority and in accordance with Chapter 159 of the North Carolina General Statutes; and

WHEREAS, the City Council of the City of Hendersonville previously designated Wells Fargo as an official depository and established one or more accounts therein; and

WHEREAS, the City Council now finds it necessary and appropriate to terminate such designation and close one of the accounts held at Wells Fargo as those funds will be maintained in other official depositories duly designated in accordance with G.S. 159-31;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE

1. **Closure of Accounts.** The Finance Director is hereby authorized and directed to close the Health and Welfare account that is in the name of the City of Hendersonville at Wells Fargo. Any remaining balances shall be transferred to the Wells Fargo Central Depository account that is still in place and was previously designated by the governing board pursuant to G.S. 159-31.
2. **Removal of Depository.** The City Council hereby removes **Wells Fargo – Health & Welfare account** as an official depository of the City of Hendersonville as provided in G.S. 159-31.

3. **Compliance with Law.** The Finance Director shall ensure that all public moneys are thereafter deposited only in depositories officially designated by the governing board and that all deposits are made in the name of the City of Hendersonville in compliance with G.S. 159-31 and related statutes.
4. **Record of Depositories.** The City Clerk is directed to update the list of official depositories to reflect this action and to maintain it as part of the unit's official records.
5. All actions taken by the Finance Director to carry out the terms of this resolution are hereby ratified and approved.

Adopted this 6th day of November, 2025.

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

J. November 2025 Budget Amendments - *Jennifer Floyd, Management Analyst*

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: November 06, 2025 **FORM: 11062025-01**

BUDGET AMENDMENT

FUND 010 | 060

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-1008-501001	Local Sales & Use Tax	6,800,000	20,499	-	6,820,499
010-1008-501001	Salaries & Wages - Regular	272,706	2,240	-	274,946
010-1008-501002	Salaries & Wages - Part-Time/Temp/Aux	13,026	12,168	-	25,194
010-1008-502001	FICA Tax Expense	21,934	1,102	-	23,036
010-1008-502005	Group Med. & Life Ins.	43,575	2,921	-	46,496
010-1008-502050	Retirement Expense	39,142	2,068	-	41,210
FUND 010	TOTAL REVENUES	6,800,000	20,499	-	6,820,499
General Fund	TOTAL EXPENDITURES	390,383	20,499	-	410,882
060-0000-470900	Fund Bal. Appropriated	737,750	88,797	-	826,547
060-1008-501001	Salaries & Wages - Regular	921,267	42,560	-	963,827
060-1008-501002	Salaries & Wages - Part-Time/Temp/Aux	39,245	18,252	-	57,497
060-1008-502001	FICA Tax Expense	73,490	4,652	-	78,142
060-1008-502005	Group Med. & Life Ins.	209,466	14,606	-	224,072
060-1008-502050	Retirement Expense	131,010	8,727	-	139,737
FUND 060	TOTAL REVENUES	737,750	88,797	-	826,547
Water & Sewer Fund	TOTAL EXPENDITURES	1,374,478	88,797	-	1,463,275

An amendment to the Finance Department personnel budget for a part-time Accountant and full-time Utility Billing position in FY26.

The City Manager and City Clerk certify budget ordinance amendment 11062025-01 was approved by City Council on November 06, 2025.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: November 06, 2025 **FORM: 11062025-02**

BUDGET AMENDMENT

FUND 060 | 301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-0000-420050	Grant (NCDEQ)	-	150,000	-	150,000
060-0000-598901	Transfer Out (to 301, #G2601)	737,750	-	220,750	517,000
060-7155-519200-24010	Contracted Services	-	370,350	-	370,350
FUND 060	TOTAL REVENUES	-	150,000	-	-
Water & Sewer Fund	TOTAL EXPENDITURES	-	370,350	220,750	-
301-0000-470100-G2601	Transfer In (from 060)	-	-	220,750	(220,750)
301-0000-420050-G2601	Grant (NCDEQ)	-	-	150,000	(150,000)
301-7155-519200-G2601	Contracted Services	-	-	370,750	(370,750)
FUND 301	TOTAL REVENUES	-	-	220,750	-
Grant Fund	TOTAL EXPENDITURES	-	-	520,750	-

A budget amendment amending Project #G2601 Sewer Collection System Master Plan. The amendment moves the allocated funds out of the Grant Project Fund and into the Operating Fund.

The City Manager and City Clerk certify budget ordinance amendment 11062025-02 was approved by City Council on November 06, 2025.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: November 06, 2025 **FORM: 11062025-03**

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-420050	Grant Revenue (Arbor Day)	-	28,000	-	28,000
010-1525-532272	Tree Board Expenditures	36,300	28,000	-	64,300
FUND 010	TOTAL REVENUES	-	28,000	-	28,000
General Fund	TOTAL EXPENDITURES	36,300	28,000	-	64,300

An amendment increasing grant revenue budget by $28,000 in the General Fund for an Arbor Day grant.

The City Manager and City Clerk certify budget ordinance amendment 11062025-03 was approved by City Council on November 06, 2025.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: November 06, 2025 **FORM: 11062025-04**

BUDGET AMENDMENT

FUND 301 | 467

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	Saved to this PC	REVISED BUDGET
301-7555-420050- G2603	Grant Revenue (HMG/Ad. Assit)	150,000	-	150,000	-
301-7555-550102-G2603	Capital Outlay- Service & Fees	150,000	-	150,000	-
FUND 301	TOTAL REVENUES	150,000	-	150,000	-
Grant Fund	TOTAL EXPENDITURES	150,000	-	150,000	-
467-7555-420050-G2603	Grant Revenue (HMG/Ad. Assit)	-	150,000	-	150,000
467-7555-550102-G2603	Capital Outlay- Service & Fees	-	150,000	-	150,000
FUND 467	TOTAL REVENUES	-	150,000	-	-
Stormwater Capital Fund	TOTAL EXPENDITURES	-	150,000	-	-

An amendment moving the funding for G2603 (Wash Creek Stormwater Project) into Fund 467.

The City Manager and City Clerk certify budget ordinance amendment 11062025-04 was approved by City Council on November 06, 2025.

TO MAYOR & COUNCIL **FISCAL YEAR 2025**
APPROVAL: November 06, 2025 **FORM: 11062025-05**

BUDGET AMENDMENT

FUND 360 | 410 | 460

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
360 - Revenues	FEMA Grants/Reimb. (Helene)	5,000,000	-	3,324,000	1,676,000
360 - Revenues	NCEM Loan (Helene)	1,172,004	-	-	1,172,004
360 - Expenditures	FEMA Grants/Reimb. Expenditures (Helene)	5,000,000	-	5,000,000	-
360 - Expenditures	NCEM Loan Expenditures (Helene)	1,172,004	-	-	1,172,004
360-HEA01	Helene Expenditures - HEA01	-	395,000	-	395,000
360-HEB01	Helene Expenditures - HEB01	-	1,175,000	-	1,175,000
360-HEZ01	Helene Expenditures - HEZ01	-	106,000	-	106,000
FUND 360	TOTAL REVENUES	6,172,004	-	3,324,000	2,848,004
NCEM/Insurance	TOTAL EXPENDITURES	6,172,004	1,676,000	5,000,000	2,848,004
410	FEMA Grants/Reimb. (Helene)	-	501,500	-	501,500
410-HEE01	Helene Expenditures - HEE01	-	295,000	-	295,000
410-HEG14	Helene Expenditures - HEG14	-	97,000	-	97,000
410-HEC05	Helene Expenditures - HEC05	-	100,100	-	100,100
410-HEG11	Helene Expenditures - HEG11	-	4,000	-	4,000
410-HEG06	Helene Expenditures - HEG06	-	4,500	-	4,500
410-HEE02	Helene Expenditures - HEE02	-	300	-	300
410-HEG04	Helene Expenditures - HEG04	-	300	-	300
410-HEF27	Helene Expenditures - HEF27	-	300	-	300
Fund 410	TOTAL REVENUES	-	501,500	-	501,500
Helene Projects	TOTAL EXPENDITURES	-	501,500	-	501,500
460	FEMA Grants/Reimb. (Helene)	-	2,822,500	-	2,822,500
460-HEB01	Helene Expenditures - HEB01	-	790,000	-	790,000
460-HEF02	Helene Expenditures - HEF02	-	1,120,000	-	1,120,000
460-HEF03	Helene Expenditures - HEF03	-	12,500	-	12,500
460-HEF04	Helene Expenditures - HEF04	-	2,000	-	2,000
460-HEF05	Helene Expenditures - HEF05	-	5,000	-	5,000
460-HEF08	Helene Expenditures - HEF08	-	142,000	-	142,000
460-HEF16	Helene Expenditures - HEF16	-	470,000	-	470,000
460-HEF18	Helene Expenditures - HEF18	-	30,000	-	30,000
460-HEF19	Helene Expenditures - HEF19	-	35,000	-	35,000
460-HEF20	Helene Expenditures - HEF20	-	32,000	-	32,000
460-HEF21	Helene Expenditures - HEF21	-	20,000	-	20,000
460-HEF22	Helene Expenditures - HEF22	-	60,000	-	60,000
460-HEF23	Helene Expenditures - HEF23	-	30,000	-	30,000
460-HEF24	Helene Expenditures - HEF24	-	63,000	-	63,000
460-HEF25	Helene Expenditures - HEF25	-	8,000	-	8,000
460-HEF06	Helene Expenditures - HEF06	-	3,000	-	3,000
Fund 460	TOTAL REVENUES	-	2,822,500	-	2,822,500
Helene Projects	TOTAL EXPENDITURES	-	2,822,500	-	2,822,500

An amendment moving Helene Project budget from Fund 360 to Fund 410 and Fund 460 to reflect expenditures in the appropriate project funds.

The City Manager and City Clerk certify budget ordinance amendment 11062025-05 was approved by City Council on November 06, 2025.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: September 04, 2025 **FORM: 11062025-06**

BUDGET AMENDMENT

FUND 459 | 460					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
459-0000-470900	Fund Balance Appropriated	300,000	-	-	300,000
459-0000-598901	Transfer Out (to 460, #22013 - WTP Residuals)	300,000	-	-	300,000
FUND 459	TOTAL REVENUES	300,000	-	-	300,000
W&S Capital Reserve Fund	TOTAL EXPENDITURES	300,000	-	-	300,000
460-0000-470010-HEF02	Debt Proceeds ('25 Revenue Bond)	540,000	-	540,000	-
460-7035-550103-HEF02	Capital Outlay-CIP	540,000	-	540,000	-
FUND 460 (#HEF02)	TOTAL REVENUES	540,000	-	540,000	-
Mills River Scour	TOTAL EXPENDITURES	540,000	-	540,000	-
460-0000-470010-24009	Debt Proceeds ('25 Revenue Bond)	-	540,000	-	540,000
460-0000-470010-24009	Debt Proceeds ('27 Revenue Bond)	3,200,000	-	540,000	2,660,000
460-7035-550103-24009	Capital Outlay-CIP	3,200,000	-	-	3,200,000
FUND 460 (#24009)	TOTAL REVENUES	3,200,000	540,000	540,000	3,200,000
WTP Backwash Pump	TOTAL EXPENDITURES	3,200,000	-	-	3,200,000
460-0000-470010-17127	Debt Proceeds ('25 Revenue Bond)	428,883	-	-	428,883
460-7055-550103-17127	Capital Outlay-CIP	428,883	-	-	428,883
FUND 460 (#17127)	TOTAL REVENUES	428,883	-	-	428,883
NCDOT Highland Lake Rd	TOTAL EXPENDITURES	428,883	-	-	428,883
460-0000-470010-19207	Debt Proceeds ('25 Revenue Bond)	2,464,379	-	-	2,464,379
460-7055-550103-19207	Capital Outlay-CIP	2,464,379	-	-	2,464,379
FUND 460 (#19207)	TOTAL REVENUES	2,464,379	-	-	2,464,379
WTP15MGD Expansion	TOTAL EXPENDITURES	2,464,379	-	-	2,464,379
460-0000-470010-22013	Debt Proceeds ('25 Revenue Bond)	2,342,000	-	-	2,342,000
460-0000-470100-22013	Transfer In (from 459)	300,000	-	-	300,000
460-7035-550103-22013	Capital Outlay-CIP	2,642,000	-	-	2,642,000
FUND 460 (#22013)	TOTAL REVENUES	2,642,000	-	-	2,642,000
WTP Residuals	TOTAL EXPENDITURES	2,642,000	-	-	2,642,000
460-0000-470010-24004	Debt Proceeds ('25 Revenue Bond)	434,636	-	-	434,636
460-1014-550103-24004	Capital Outlay-CIP	434,636	-	-	434,636
FUND 460 (#24004)	TOTAL REVENUES	434,636	-	-	434,636
CCTV Truck	TOTAL EXPENDITURES	434,636	-	-	434,636
460-0000-470010-25003	Debt Proceeds ('25 Revenue Bond)	500,000	-	-	500,000
460-1014-550103-25003	Capital Outlay-CIP	500,000	-	-	500,000
FUND 460 (#25003)	TOTAL REVENUES	500,000	-	-	500,000
110 Williams St. Reno.	TOTAL EXPENDITURES	500,000	-	-	500,000
460-0000-420050-16036	Grant Revenue (FY24 State Appropriation)	14,528,750	-	-	14,528,750
460-0000-470010-16036	Debt Proceeds ('25 Revenue Bond - Project Fund)	3,500,000	-	-	3,500,000
460-0000-470010-16036	Debt Proceeds ('25 Revenue Bond - Issuance Cost)	369,259	-	-	369,259
460-7135-550103-16036	Capital Outlay-CIP	18,028,750	-	-	18,028,750
460-7002-560900-16036	Cost of Issuance	369,259	-	-	369,259
FUND 460 (#16036)	TOTAL REVENUES	18,398,009	-	-	18,398,009
Biosolids Dryer	TOTAL EXPENDITURES	18,398,009	-	-	18,398,009
SubTotal 2025 Revenue Bond Project Fund					10,209,898
SubTotal 2025 Revenue Bond Closing Costs					369,259
TOTAL 2025 Revenue Bond					10,579,157

An amendment decreasing 2025 water and sewer revenue bond proceeds budget available for the water treatment plant scour project (#HEF02) and increase the water treatment plant sludge transfer and backwash project (#24009) by $540,000. The City anticipates FEMA funds related to Helene to fund the scour project.

The City Manager and City Clerk certify budget ordinance amendment 11062025-06 was approved by City Council on September 04, 2025.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: November 06, 2025 **FORM: 11062025-07**

BUDGET AMENDMENT

FUND 010					
ACCOUNT NUMBER	**DESCRIPTION OF ACCOUNT**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
020-0000-460090	Contribution/Donation (Downtown)	-	38,512	-	38,512
020-2102-554001	Capital Outlay- Equipment Other Than	20,000	38,512	-	58,512
FUND 010	TOTAL REVENUES	-	38,512	-	38,512
General Fund	TOTAL EXPENDITURES	20,000	38,512	-	58,512

An amendment increasing contribution revenue $38,512 to reflect a donation from Friend of Downtown to cover the cost of a stairlift at the Downtown office.

The City Manager and City Clerk certify budget ordinance amendment 11062025-07 was approved by City Council on November 06, 2025.

K. Sole Source Repair of Water Treatment Facility VFD - *Logan Hickey, Chad Freeman, Darren Allman*

Resolution #R-25-114

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE RATIFICAITON OF SOLE SOURCE REPAIR OF BROKEN PUMP FOR WATER TREATMENT FACILITY

WHEREAS, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water and Sewer Department; and,

WHEREAS, the City has a total of four pumps controlled by independent variable frequency drives (VFDs) that pump treated water into the water system; and,

WHEREAS, one of the pumps is out of service due to issues with its VFD. The system was constructed with four pumps to provide critical equipment redundancy when one unit is down. However, given the criticality of the equipment, the City issued an emergency Purchase Order for this repair on 10/31/25 as it qualifies as "…a special emergency involving the health and safety of the people or their property" per General Statute 143-129(e)(2); and,

WHEREAS, the City issued an emergency Purchase Order for this repair on 10/31/25 as it qualifies as "…a special emergency involving the health and safety of the people or their property" per General Statute 143-129(e)(2); and,

WHEREAS, city staff are submitting this to Council also as a sole source justification. Rockwell is the sole source of the VFD that has stopped functioning and is the only source that is able to repair the unit while keeping the existing factory warranties. Use of any other repair service would negate factory warranties and would pose significant functional risks since Rockwell is the original manufacturer. Note that Rexel USA Inc. is the only authorized distributor of Rockwell products (including Allen-Bradley) in this area. The Purchase Order for Rockwell has been issued thru Rexel USA Inc.; and,

WHEREAS, based on General Statute # 143-129e(6), we are requesting Council to ratify the waiving of competition based on the sole source nature of this repair.; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that City staff is authorized to waive competition for this purchase based on the sole source nature of this repair.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

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

L. Communications and Technology Manager Position - *Blair Myhand, Police Chief*

J. Resolution to Apply for Economic Development Administration Disaster Recover Funds to Support the Wastewater Treatment Facility Expansion and Improvement Project – *Brent Detwiler, Assistant City Manager-Public Services*

Resolution #R-25-115

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPLY FOR ECONOMIC DEVELOPMENT ADMINISTRATION DISASTER RECOVERY FUNDS TO SUPPORT THE WASTEWATER TREATMENT FACILITY EXPANSION AND IMPROVEMENTS PROJECT

WHEREAS, the US Economic Development Administration (EDA) administers a funding program for disaster recovery infrastructure, including water and wastewater, and

WHEREAS, the City of Hendersonville has need for and intends to complete a Wastewater Treatment Facility Expansion and Improvements project, and

WHEREAS, the City of Hendersonville intends to request EDA grant assistance for the project, and

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

1. That the City of Hendersonville, the Applicant, will apply for funding from EDA to apply to a scope of work within the wastewater treatment facility flood mitigation project.

2. That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.

3. That Adam Steurer, Utilities Director, the Authorized Representative, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the EDA for a grant to aid in the construction of the project described above.

4. That the Authorized Representative, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate 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 in connection with the application.

5. That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and

State grants and loans pertaining thereto.

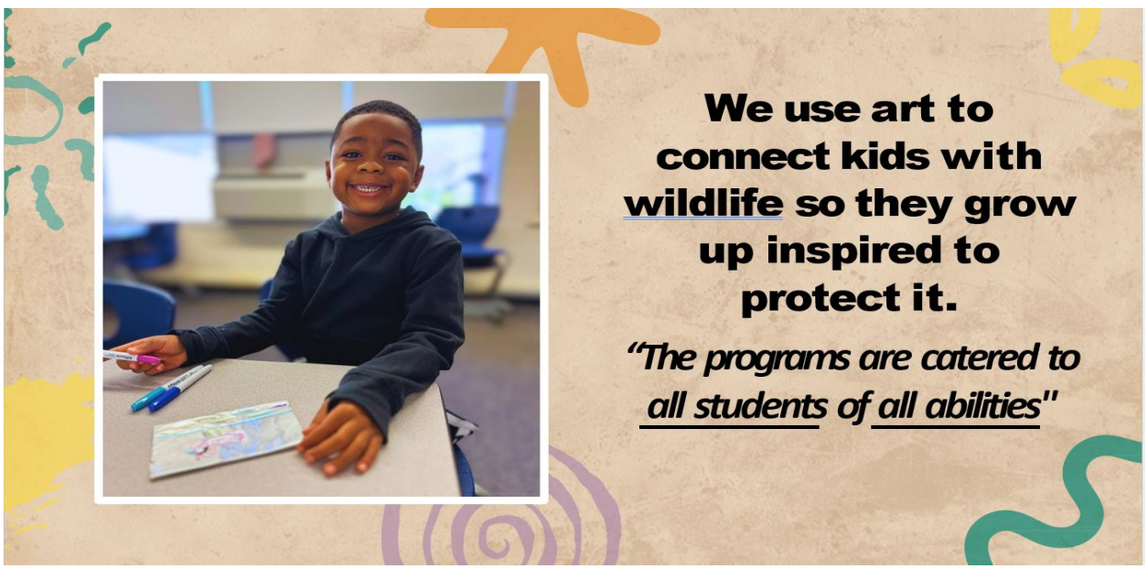
Adopted by the City Council of the City of Hendersonville, North Carolina on this 6th day of November, 2025.

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

6. PRESENTATIONS

A. Champions For Wildlife – *Tashi Brewster, Executive Director*

Executive Director Tashi Brewster, Education Manager Alexis Hinchliffe & Communications Coordinator Alexa Saltarelli spoke about their program and said that although Champions for Wildlife was founded in 2022, our team has worked with kids and schools in this region for years. To date, we have reached more than 11,000 children -over 2,000 of them right here in Henderson County, helping them connect to local wildlife through art and hands-on learning. Our Wild for Art programs spark creativity, build curiosity, and inspire young people to care for the incredible wildlife of Western North Carolina. In the year since Hurricane Helene, we have continued bringing our Nature in Your Backyard program to students across our community. On a recent walk, the kids could hardly wait to get outside. Some began reminiscing about being with us right after the storm, how much fun it had been to explore, and the surprising things they had discovered along the way. Then one little girl proudly shared that she had filled every single page of her nature journal from that first class and was thrilled to be getting a new one. It was a moving reminder that time in nature not only sparks curiosity, but also brings healing and resilience that last long after the storm has passed.



One Spark, One Connection

Inspiring the next generation

How it Began

Founded 2022 by Loti Woods & Dale Weiler

Wild for Art Programs

Wildlife-themed art in classrooms & communities, focusing on native 'underdog' species.

Kids learn, create, and share their art and what they've learned with friends and family.

Nature in Your Backyard

Explore, Observe, Wonder - Anywhere!

Kids Corner

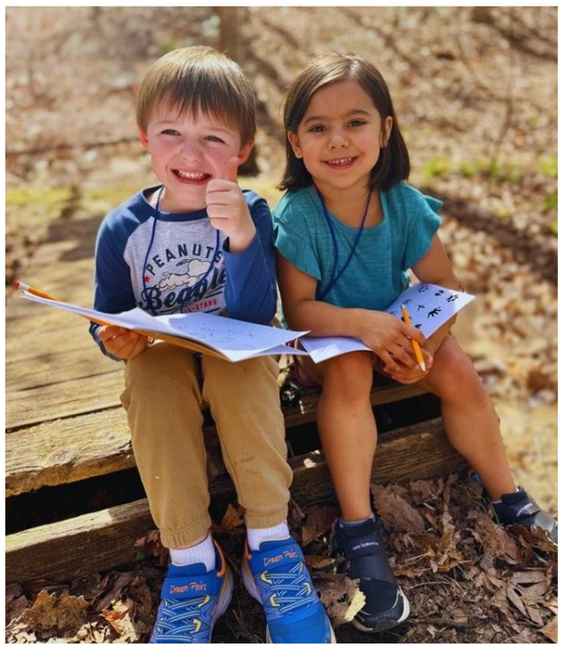
Full of fun activities, how to make art videos, kid art gallery and lots of information on wild animals.

Why this Matters

The more you learn,

The more you care,

The more you protect!



B. Sullivan Park and Brooklyn Stream Restoration – APWA Stormwater Project of the Year – *Mike Huffman, Stormwater Director*

Stormwater Director Mike Huffman explained that the Sullivan Park/Brooklyn Stream Restoration Project was awarded the 2025 Stormwater Project of the Year for Natural Systems by the American Public Works Association NC Stormwater Division at this year's annual conference in Asheville. This project was a collaboration between the City Stormwater Department, Green Meadows Neighborhood, RiverLink, Jennings Environmental, and Baker Grading. The project received funding from the City, NC 319 Grant Program, and the Water Resource Development Grant. Through thoughtful engineering, inclusive partnerships, and place-based outreach like the "Name That Creek" campaign, the Sullivan Park Stream Restoration demonstrates how stormwater projects can deliver environmental, social, and cultural benefits that endure for generations. He received an award and showed it off.

7. PUBLIC HEARINGS

A. Rezoning: Standard Rezoning Locust St Small Area Rezoning (25-78-RZO) – *Matthew Manley, AICP, Long-Range Planning Manager*

Matt Manley explained that the City of Hendersonville is initiating a rezoning for consenting property owners in the Locust St Area to rezone properties from I-1, Industrial to CMU, Central Mixed Use. These owners and properties include multiple condo owners at 822 Locust St (PIN: 9569-80-4214), R Four Holdings at 824 Locust St Ste 300 (PIN: 9569-80-2387) and Scott & Dean Miller at 0 Lynn St (PIN: 9569-80-4629). Previously Daniel Huggins & Hailey Lamoreux (Applicants / Owners) at 824 Locust St Suite 400 (PIN: 9569-80-2471) along with Dennis Dunlap at 415 8th Ave E (PIN: 9569-80-4238), Kari Moer at 824 Locust St Suite 200 (PIN: 9569-80-2395), and Daniel Mock with AYD Partners at 0 Lynn St (PIN: 9569-80-3335) participated in a rezoning to CMU for this area. Additional property owners were given the opportunity to participate as well. The three additional properties before you represent those providing consent. Any future rezonings in this area will be by petition of the property owners.

Planning Staff initially identified the need for a rezoning of the I-1 properties in this area over 4 years ago. Though a 'small area rezoning' did not take place at that time, with the submittal of a rezoning application for CMU in August 2025, Planning Staff opened the opportunity for select properties to join in on the rezoning. Per new state laws, property owners must consent to rezonings of this nature. Properties participating in the rezoning will benefit in the following ways:

1) CMU Zoning would make non-conforming buildings conforming;
2) CMU Zoning would permit current land uses to continue;
3) CMU Zoning would permit additional desired future land uses that I-1 zoning does not;
4) CMU Zoning would prevent incompatible uses.

LOCUST ST REZONING (I-1 to CMU)

(25-58-RZO)

Standard Rezoning

City of Hendersonville City Council

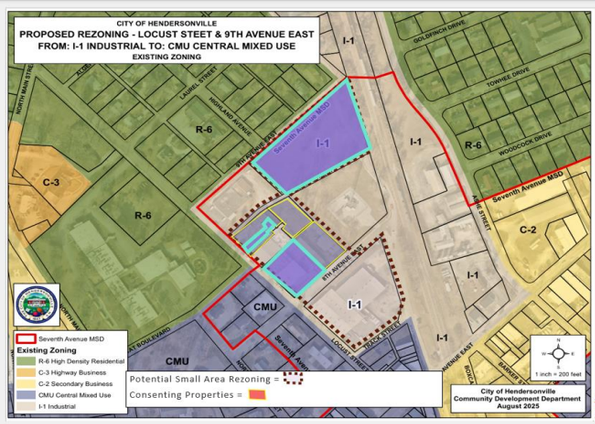
November 6, 2025

Community Development | Planning Division

Matthew Manley, AICP | Long-Range Planning Manager

Project Background

I will not be giving a full presentation on this rezoning. This rezoning is tied to the "small area rezoning" that came before you last month for a group of parcels concentrated along Locust St, 8th Ave, Lynn St and Maple St. Last month City Council approved the rezoning of 4 parcels in this area. Tonight we have 3 additional parcels that have consented to participate in the city-initiated rezoning of this area of town from I-1 to CMU.

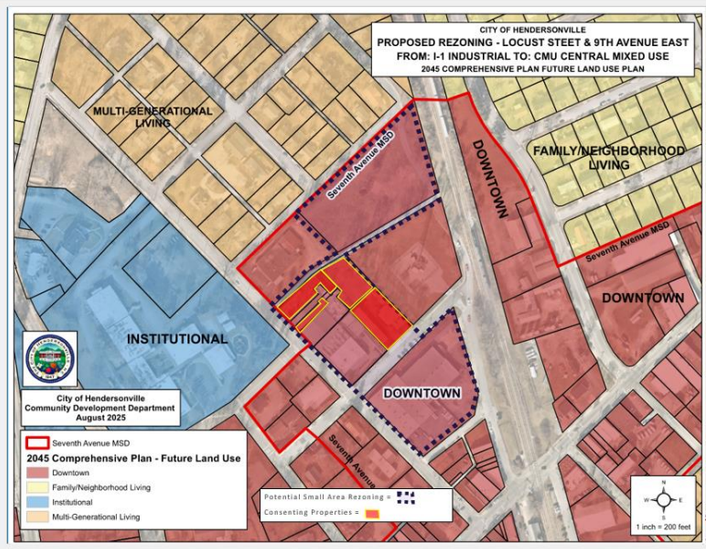


Current Land Use & Zoning

+ I-1
+ CMU
+ R-6
+ C-2

The 3 parcels included in tonight's rezoning are shown with the blue outline while the previous 4 are shown with the yellow outline. Combined, this will give you an idea of what the zoning will look like in this area going forward. At some point in the future, should the remaining I-1 parcels to the north and south and at the center of the 800 block chose to rezone to CMU, they will have to petition the City and go through the full process.

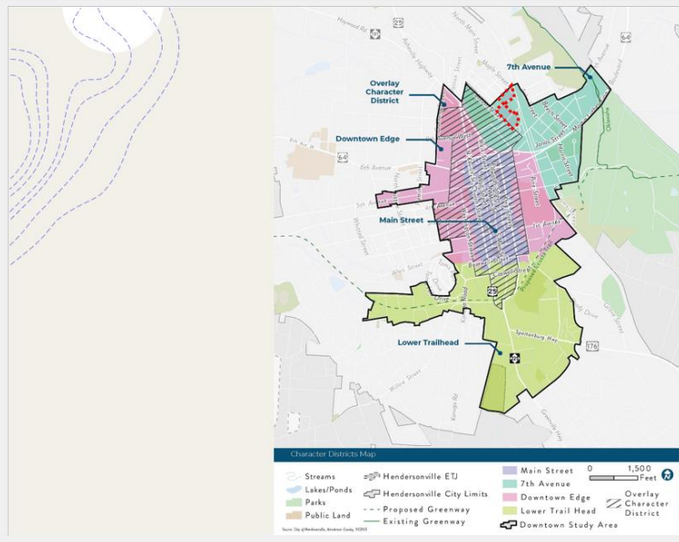
Site Photos



1) Comprehensive Plan Consistency: Future Land Use

+ Downtown
+ MGL
+ Institutional
+ FNL

The subject property is designated as Downtown in the Gen H Comprehensive Plan Future Land Use Map. These parcels were included in the Downtown Master Plan and featured in the 7th Ave Focus Area.



1) Comprehensive Plan Consistency: Downtown Master Plan

[7th Avenue]

These parcels were included in the Downtown Master Plan in the 7th Ave Character Area

In the Downtown Master Plan, the properties were included in the 7th Ave Focus Area in the Gen H Comp Plan. In this conceptual future growth scenario, all of the buildings in this proposed rezoning area are proposed to be preserved with Townhomes shown on the vacant lot behind Miller's. The townhomes and the preservation of existing form is supported by CMU zoning while the I-1 zoning would not permit townhomes and makes the existing buildings non-conforming.

General Rezoning Standards: 1) COMPREHENSIVE PLAN CONSISTENCY	
LAND SUPPLY, SUITABILITY & INTENSITY	**Land Supply** - The applicant property was not identified as. Other properties in the potential rezoning area (primarily the vacant properties) were identified as ***Underutilized*** in the Land Supply Map. **Suitability** – These underutilized properties were identified as ***Moderate to Highly Suitable*** for all three - Residential, Industrial and Commercial uses. **Development Intensity** - The subject property is located in an area designated as ***Highest***. **Focus Area** - The subject property is located in the ***7th Ave Focus Area*** and adjacent to the ***Downtown Edge Focus Area***. The existing buildings are shown to be preserved. The vacant lot on Lynn St is shown as townhomes. It states that new uses in the area should be "*…a mix of residential and commercial uses. New development should be sensitive to the character and form of the surrounding context.*" **Focused Intensity Node** – Downtown is its own Focused Intensity Node. **Downtown Master Plan** – The properties are located in the Downtown Master Plan and designated in the ***7th Ave Downtown Character Area***. Locust St is designated as a ***Downtown*** street type.
FUTURE LAND USE & CONSERVATION MAP	• **Character Area Designation:** Downtown • **Character Area Description:** Consistent with CMU • **Downtown Character Area Designation:** 7th Ave • **Downtown Character Area Description:** Consistent with CMU • **Zoning Crosswalk:** Consistent with CMU

1) Continuing our review of the **Comprehensive Plan Consistency**, Staff finds the staff proposed zoning to CMU is Consistent with the Character Area Description for Downtown.

General Rezoning Standards: 2) COMPATIBILITY		

EXISTING CONDITIONS	• Current minimum lot size for I-1 = 40,000 Sq Ft
	  • The average lot size along Locust St = 10,890 Sq Ft
	  • The average lot size per suite = 6,000 Sq Ft
	  • The smallest parcel = 3,000 Sq Ft
	• Current minimum setbacks for I-1 = 30' front / 20' side + rear
	  • The existing building setbacks = 0'
	• **Existing Conditions do not match Current Zoning**	

GEN H GOALS	**I-1 Compatibility**	**CMU Compatibility**
	Vibrant Neighborhoods: Inconsistent	**Vibrant Neighborhoods:** Consistent
	Abundant Housing Choices: Inconsistent	**Abundant Housing Choices:** Consistent
	Healthy & Accessible Natural Environment: Inconsistent	**Healthy & Accessible Natural Environment:** Somewhat Con
	Authentic Community Character: Inconsistent	**Authentic Community Character:** Consistent
	Safe Streets and Trails: Inconsistent	**Safe Streets and Trails:** Consistent
	Reliable & Accessible Utility Services: Inconsistent	**Reliable & Accessible Utility Services:** Consistent
	Satisfying Work Opportunities: Consistent	**Satisfying Work Opportunities:** Consistent
	Welcoming & Inclusive Community: Inconsistent	**Welcoming & Inclusive Community:** Consistent
	Accessible / Available Community Services: Consistent	**Accessible / Available Community Services:** Consistent
	Resilient Community: Inconsistent	**Resilient Community:** Inconsistent
GEN H GUIDING PRINCIPLES	**Mix of Uses:** Inconsistent	**Mix of Uses:** Consistent
	Compact Development: Inconsistent	**Compact Development:** Consistent
	Sense of Place: Inconsistent	**Sense of Place:** Consistent
	Conserved/Integrated Open Spaces: Inconsistent	**Conserved/Integrated Open Spaces:** Consistent
	Desirable & Affordable Housing: Inconsistent	**Desirable & Affordable Housing:** Consistent
	Connectivity: Inconsistent	**Connectivity:** Consistent
	Efficient & Accessible Infrastructure: Inconsistent	**Efficient & Accessible Infrastructure:** Consistent

EXISTING CONDITIONS

The subject property and each property proposed for the small area rezoning is currently zoned I-1, Industrial.

The subject property is part of a row of buildings fronting Locust St extending from Lynn St to 8th Ave. These buildings were constructed in 1926 and served as the Coca-Cola bottling plant. It was conveyed to staff that the buildings had a spur line connection to the railroad which ran under 8th Ave and was used to deliver and receive goods. The spur line is gone and the nearby railroad is currently only used for the storage of freight cars. This row of zero-lot line buildings is divided into separate units, each of which is owned individually or as part of a condominium association. Some units are vacant while the others are active with the following uses: small-scale manufacturing, office, retail, and microbrewery. Other neighboring properties considered for the rezoning including two vacant lots on Lynn St, the Guidon Brewing property on 8th Ave and the multi-tenant ProSource plumbing and hardware building at 806 Locust St. Each of the known current land uses for these properties are permissible under CMU and I-1.

Current minimum lot size for I-1 is 40,000 Sq Ft. The average lot size along Locust St is 10,890 Sq Ft. The smallest parcel is 3,000 Sq Ft. As you can see, the minimum lot size requirements for I-1 do not align with the existing conditions for lot size.

Current minimum setbacks for I-1 are 30' front and 20' on the side + rear. The setbacks of the existing buildings are 0' meaning they are built to the property line on at least one side with several structures having 0' setbacks on all sides. As you can see, the minimum setback requirements for I-1 do not align with the ex**isting Conditions**

Furthermore, because each of the existing structures on these properties do not meet these dimensional requirements, they are classified as "legal, non-conforming" structures. This makes these properties subject to the Non-conforming Standards in Chapter 6 of the Zoning Code. Rezoning to CMU would reclassify the structures as conforming and these properties would no longer be subject to Non-conforming Standards.

Furthermore, Rezoning to CMU would not create any Non-conforming Uses. The uses that are in place today would be permitted under CMU, including Small-Scale Manufacturing. As stated previously, many of the uses permitted under I-1 would be incompatible with these existing land uses. Meanwhile the uses in CMU that are not permitted in I-1 are compatible with the area. Examples of these CMU uses not allowed in I-1 include: Multi-Family Residential, Music & Art Studios, Offices (business, professional and public), Theatres, Dance & Fitness Facilities, Cultural Art Buildings, etc.

In summary, when considering the differences between the existing conditions and the standards of both I-1 and CMU, it is clear that CMU is much more compatible with the Locust St / 7th Ave area.

In addition to evaluating Compatibility as it relates to Existing Conditions, Staff evaluated the proposal against the Goals and Guiding Principles of the Gen H Comprehensive Plan. Staff has highlighted the different aspects of the Goals and Guiding principles where they differed between I-1 and CMU. Staff found that I-1 was Inconsistent with 8 of the 10 Gen H Goals while CMU was Consistent or Somewhat Consistent with all 10 Goals. Similarly, I-1 was Inconsistent with all 7 of the Gen H Guiding Principles. Conversely, CMU was Consistent with all 7 Guiding Principles.

The reason that the I-1 zoning is so at odds with the Comp Plan is primarily due the hefty dimensional standards under I-1, the non-conformity of existing buildings, and the lack of design considerations for new development.

General Rezoning Standards: 2) COMPATIBILITY		
DESIGN GUIDELINES ASSESSMENT (Chapter V)	**The existing buildings on Locust St from Lynn St to 8th Ave are excellent example of historic buildings that reflect the type of traditional design that is promoted by the *Downtown Design Guidelines*. But because no new development is proposed, a full assessment of the building and site design was not performed.**	

Since these properties are included in the study area for the Downtown Master Plan, staff considered the implications of the Design Guidelines. However, since no new development is proposed, a full analysis of the Downtown Design Standards was not performed.

General Rezoning Standards		
	3) CHANGED CONDITIONS	• Changes in District Character (new businesses and reinvestments)
	4) PUBLIC INTEREST	1. Preservation of existing character 2. Protection from incompatible uses (adult entertainment, video gambling, storage yards, body shops with outdoor storage, etc.) 3. New Compatible uses 4. Alignment with community-informed plans

For the 3rd Criteria, Changed Conditions - Staff finds that the changed conditions related to the fact that The 7th Ave District, including Locust St, has been one of the most rapidly changing areas in Hendersonville over the last 5-10 years. Both public and private investments have stabilized and celebrated the historical integrity of the district while providing new life in the form of public infrastructure and vibrant economic opportunity.
The former industrial roots of the buildings along Locust St are evolving to house a mix of uses that serve a variety of urban needs and appetites. Recent updates to the I-1 Zoning District Standards requires that areas of the City that are no longer functioning as Industrial Districts update their zoning designation to accommodate appropriate and compatible uses and dimensional standards.
Public Interest - Adoption of CMU zoning would have a range of positive impacts for the broader community. 1) CMU would make existing non-conforming buildings conforming. This would help to preserve the existing character of the area - allowing these buildings to be expanded in conformity with existing character and to be rebuilt in the case of a disaster, 2) CMU would prevent incompatible Industrial Land Uses such as: *adult entertainment, storage yards, body shops, video gambling, animal boarding, fast food, treatment plants,* etc. 3) CMU would allow for new uses that are compatible with the emerging character of the area such as the current uses on Locust St & 7th Ave and additional uses that are complimentary to those uses (see compatibility above). 4) CMU zoning aligns with the community-led, publicly-informed and Council-adopted growth management vision for the City.

General Rezoning Standards		
	5) PUBLIC FACILITIES	• Rezoning to CMU allows new opportunities for reinvestment in the city core and greater utilization of existing infrastructure.
	6) EFFECT ON NATURAL ENVIRONMENT	• There is no immediate development proposed on the subject properties and no predicted impact on the natural environment as a result of this rezoning. .
	COMMITTEE RECOMMENDATION	The Current Planning Committee reviewed this item prior to today's meeting.

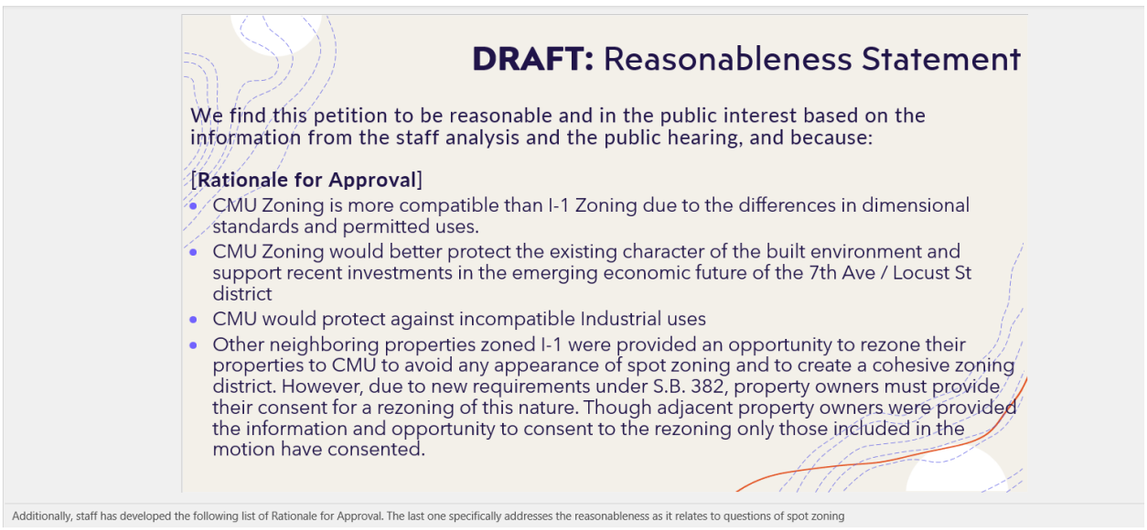
The 5th Criteria is Public Facilities – The Subject Properties would remain to be served with City Services.
For the 6th Criteria, Effect on Natural Environment – No impact to Natural Environment

DRAFT: Comprehensive Plan Consistency Statement

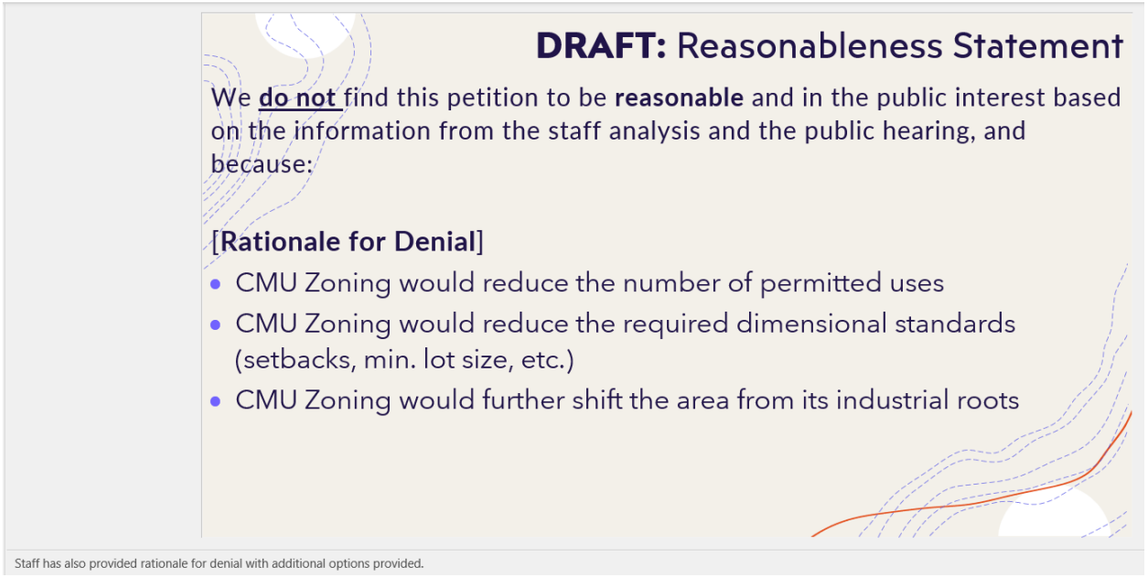
The petition is found to be **Consistent** with the *City of Hendersonville Gen H Comprehensive Plan* based on the information from the staff analysis and the public hearing, and because:

The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Downtown'.

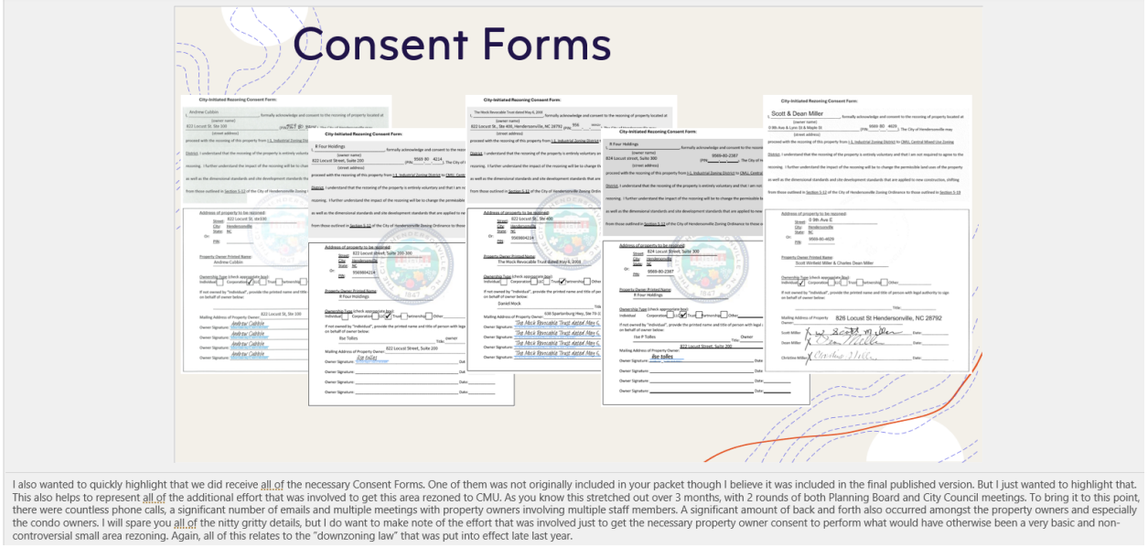
For your consideration, staff has developed the following Comprehensive Plan Consistency Statement.



Additionally, staff has developed the following list of Rationale for Approval. The last one specifically addresses the reasonableness as it relates to questions of spot zoning



Staff has also provided rationale for denial with additional options provided.



I also wanted to quickly highlight that we did receive all of the necessary Consent Forms. One of them was not originally included in your packet though I believe it was included in the final published version. But I just wanted to highlight that. This also helps to represent all of the additional effort that was involved to get this area rezoned to CMU. As you know this stretched out over 3 months, with 2 rounds of both Planning Board and City Council meetings. To bring it to this point, there were countless phone calls, a significant number of emails and multiple meetings with property owners involving multiple staff members. A significant amount of back and forth also occurred amongst the property owners and especially the condo owners. I will spare you all of the nitty gritty details, but I do want to make note of the effort that was involved just to get the necessary property owner consent to perform what would have otherwise been a very basic and non-controversial small area rezoning. Again, all of this relates to the "downzoning law" that was put into effect late last year.

The public hearing was opened at 6:14 p.m.

There was no public comment.

The public hearing was closed at 6:14 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 properties possessing PINS: 9569-80-4214 & 9569-80-2387 & 9569-80-4629, from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning District, based on the following:

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

The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Downtown'.

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

1. ***CMU Zoning is more compatible than I-1 Zoning due to the differences in dimensional standards and permitted uses.***
2. ***CMU Zoning better protects the existing character of the built environment and supports recent reinvestment in the economic vitality of the 7th Ave District***
3. ***CMU Zoning will protect against incompatible Industrial uses.***

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-25-57

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR CERTAIN PARCELS (POSSESSING PIN NUMBERS: 9569-80-4214 & 9569-80-2387) BY CHANGING THE ZONING DESIGNATION FROM I-1 INDUSTRIAL ZONING DISTRICT TO CMU, CENTRAL MIXED USE ZONING DISTRICT

IN RE: Parcel Numbers: 9569-80-4214 & 9569-80-2387

Locust St Small Area Rezoning | File # 25-78-RZO

WHEREAS, the Planning Board took up this application at its regular meeting on October 9, 2025; voting 9-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on November 6, 2025, and

WHEREAS, City Council has found that this zoning map amendment is consistent with the City's comprehensive plan, and that it is reasonable and in the public interest for the reasons stated, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on November 6, 2025,

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: 9569-80-4214 & 9569-80-2387, by changing the zoning designation from I-1 Industrial Zoning District to CMU, Central Mixed Use Zoning District

2. Any development of this parcel shall occur in accordance with the Zoning Ordinance of the City of Hendersonville, North Carolina.

3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 6th day of November, 2025.

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

8. NEW BUSINESS

A. Patton Park Design and Estimate Update – *Brent Detwiler, PE, Assistant City Manager - Public Services & Richard Shook, PE, Civil Engineer*

We are still working on design and estimates but we wanted to make sure that we have clear direction from Council regarding Patton pool. Myself, Deputy City Manager Brian Pahle, and Mayor Pro Tem Hensley met with the county and the folks from the YMCA regarding their interest in partnering with us on a larger pool project. What we learned is that the "Y" has plans to construct a second indoor 25-meter pool on their site and at this time, the county is not interested

in participating in a pool project. The "Y" is interested in an 8-lane competitive 25-meter pool that can be used by the high schools and other competitive swimming during the winter months. They will eventually be putting together a community campaign and asking the neighbors to support this project. Following that meeting, we were tossing around ideas with the group to bring to you an idea where the city reconstructs the 50-meter pool and brings it out of the flood plain but construct it in a way that it can be used for competitive swimming and also include an open-play swim element either as a second pool or part of the bigger pool. We would leave that up to our designers to come up with. So, Patton Pool returns to an outdoor seasonal pool complex for the community.

Mayor Pro Tem Hensley added that she thought the meeting with the YMCA and the county went well and the county is also equally interested in supporting our high schools and our indoor swimmers. The "Y" is going to do a feasibility study on an indoor 50-meter pool which would be the only indoor 50-meter pool west of Charlotte so that would be really huge for this area. I think this gives us the best of both worlds because we get to restore our public pool back to the community and also of course outdoor swimming in the summer and also Patton gets redeveloped back to what everyone loves and we're not taking anything away from our residents. Hopefully we'll be able to have a nice splash pad and it gives us some flexibility to partner with the "Y" in the future to have a large community center there.

Consensus of Council was to move forward with that approach and have the design team produce the design and cost estimate for the outdoor pool at Patton Park. As an alternative, they would like to see how much a cover of some sort over the pool would cost.

B. Introduction of 2025 General Obligation (GO) Transportation Bond Order and Resolution Calling a Public Hearing – *Adam Murr, Budget & Evaluation Director*

Budget and Evaluation Director Adam Murr explained that the City Council of the City of Hendersonville, North Carolina has ascertained and determined that it is necessary to pay the capital costs of transportation improving projects with General Obligation (GO) Bond funds. The City has applied to the Local Government Commission (LGC) for the GO Bond including a maximum principal amount of $10,000,000.

The attached agenda items formally introduces the bond order and sets a public hearing on the bond order, to be held at the Operations Center Assembly Room, 305 Williams Street, Hendersonville, North Carolina 28792, at 5:45 p.m., or as soon thereafter as practicable, on the 4th day of December, 2025. This item additionally directs prior to the public hearing for the City's Finance Director to (1) file a sworn statement of debt with the LGC and the City Clerk and (2) file with the LGC and City Clerk and post on the City's website a statement of disclosures.

Council Member Gina Baxter moved City Council adopt:

1) the introduction of the BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA; and,

(2) the RESOLUTION REGARDING BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS, SETTING A PUBLIC HEARING THEREON AND DIRECTING PUBLICATION OF A NOTICE OF SAID PUBLIC HEARING; as presented.

A unanimous vote of the Council followed. Motion carried.

9. CITY MANAGER REPORT

A. October 2025 Contingency and Adjustment Report – *John Connet, City Manager*

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

NCGS 159-15 permits the Budget Officer (City Manager), to transfer budget from one appropriation to another within the same fund, provided any such transfers are reported to the Governing Board. The City of Hendersonville refers to transfers of budget from one appropriation to another within the same fund as a "budget adjustment." City Council authorizes budget adjustments each year with the adoption of the annual budget ordinance (SECTION 4).

This agenda item serves to fulfill the reporting requirements of both NCGS 159-13(b) and 159-15 by providing City Council a summary of all amendments and adjustments occurring thus far in the fiscal year.

FISCAL YEAR 2025 - 2026 (FY26) BUDGET AMENDMENTS AND ADJUSTMENTS			Completed / Proposed	Corrected / Denied					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER
010-1555-519200	Contracted Services	58,000	-	7,950	50,050	Roadway Weather Stations	yes	Adjustment	9/25/2025
010-1555-531215	Dues & Subscriptions	2,000	7,950	-	9,950	Roadway Weather Stations	yes	Adjustment	9/25/2025
020-1008-531230	Tax Billing	2,000	-	100	1,900	Adobe	yes	Adjustment	9/30/2025
010-1010-531210	Permits, Licenses, and Fees	2,092	100	-	2,192	Adobe	yes	Adjustment	9/30/2025
060-7135-524010	R&M Buildings	25,000	-	14,000	11,000	WWTP Mower adjustments	yes	Adjustment	10/17/2025
060-7135-554001	Capital Outlay C/O - Equipment	-	14,000	-	14,000	WWTP Mower adjustments	yes	Adjustment	10/17/2025

10. CITY COUNCIL COMMENTS

There were no comments.

11 . CLOSED SESSION

Council Member Lyndsey Simpson moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) (3) 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 retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee and to consider the case of Public Service Company of North Carolina d/b/a Enbridge Gas vs. Moor & Son Site Contractors Inc……City of Hendersonville Et Al - 25-CV002532-440.

12 . ADJOURN

City Council went into closed session at 6:30p.m.

There being no further business, the meeting adjourned at 6:55p.m. upon unanimous assent of the Council in open session. No further action was taken.

_____
Barbara G. Volk, Mayor

ATTEST: _____
Jill Murray, City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Daniel Heyman **MEETING DATE:** 12/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Legal

TITLE OF ITEM: Resolution to Accept Portion of East Allen Street into the City Street Maintenance System – *Daniel Heyman, Assistant City Attorney*

SUGGESTED MOTION(S):

I move City Council to adopt the *Resolution by the City of Hendersonville City Council Authorizing Acceptance of a Portion of East Allen Street into the City Street Maintenance System as presented.*

SUMMARY:

The City has been asked to accept a portion of East Allen Street adjacent to the frontage of the Plaza in the Mountain Condominium property (formerly the 350 East Allen Condominium) into the City's Street Maintenance System for continued operation and maintenance.

The City currently maintains East Allen Street for a distance of 107 feet east of the eastern portion of the intersection of East Allen Street and South Grove Street. The City also currently maintains the portion of East Allen Street from 1st Avenue East south to the Condominium property.

If the City accepts this portion of East Allen Street offered for dedication, the City will maintain the right-of-way of East Allen Street uninterrupted from South Grove Street to 1st Avenue East.

BUDGET IMPACT:

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

The roads are new and no expenditures are expected at this time. Future improvements will be funded using our Powell Bill Fund/Program.

ATTACHMENTS:

Resolution Authorizing Acceptance of a Portion of East Allen Street

Request Letter from the Plaza Condominium Association

Certificate of Dedication and Maintenance from the Plaza Condominium Association

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING ACCEPTANCE OF A PORTION OF EAST ALLEN STREET INTO THE CITY STREET SYSTEM

WHEREAS, Plaza in the Mountains Homeowner Association, formerly the 350 East Allen Condominium Association, (hereinafter the "Plaza Association") is the Declarant of the Plaza in the Mountains Condominium, pursuant to that Declaration recorded in Deed Book 1527 at page 47 of the Henderson County registry and as subsequently amended (hereinafter the "Declaration"); and

WHEREAS, the Plaza Association is the owner of that property described in that Deed recorded in Deed Book 1527 at page 43 of the Henderson County registry, having PIN 9568-96-2906 and being located at 350 E Allen Street (hereinafter the "Plaza Property"); and

WHEREAS, the Plaza Association has certified that the non-public portion of East Allen Street, being a 50' right-of-way shown on that Condominium Plat recorded in Condominium Cabinet A at Slide 471A of the Henderson County registry, is owned by the Plaza Association and it is free of any encumbrances or liens; and

WHEREAS, The Plaza Association, has dedicated for public use, and requested the City of Hendersonville accept for maintenance, the right-of-way of East Allen Street.

WHEREAS, The City has agreed to accept the dedication of East Allen Street as a City street.

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

1. The right-of-way identified as "East Allen Street" shown on the plat recorded in Condominium Cabinet A at Slide 471A (Condominium Book 100 Slide 471A) of the Henderson County registry, shall be accepted into the City of Hendersonville's street system.

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

_____

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

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

John Connet, City Manager
City of Hendersonville
160 6th Ave E
Hendersonville, NC 28792

RE: Request for City to accept portion of East Allen Street into the City street system

Dear John Connet,

Plaza in the Mountains Homeowner Association hereby submits the following in regards to the request for the City to accept a portion of East Allen Street into the City street system:

1. Copy of [**Resolution/Minutes**] of the Plaza in the Mountains Homeowner Association stating that the Association has voted and consented to the dedication of East Allen Street to the City of Hendersonville.
2. A Certificate of Dedication and Maintenance signed by Plaza in the Mountains Homeowner Association.

Plaza in the Mountains Homeowner Association

By: Thomas L Marshall
Name: Thomas L. Marshall
Title: President - HOA

Date: 11/12/2025

Plaza in the Mountains Condominium Association 2025 Annual Meeting Meetings

The meeting was called to order at 6:01PM on Tuesday, November 11, 2025 in the Trinity Room at St. James Episcopal Church in Hendersonville, NC.

Welcome, Proxies and Quorum:
Tom Marshall, Board of Trustee President, welcomed members, called for proxies and verified a quorum with 26 units represented either in person or by proxy. All five Board of Trustee members were present.

2024 Minutes:
Tom Horachek made a motion to approve the 2024 annual meeting minutes which were sent with the meeting notice. Motion passed.

New Owners:
A warm welcome was given to Paul and Donna LaRosa, new owners in #302, and Joye McGinnis, new owner in #402.

Guest Speaker:
John Connet, Hendersonville City Manager, spoke to owners about the City taking over the 50' stretch of road in front of the condominium building that currently belongs to and is maintained by Plaza in the Mountains Condominium Association. Mr. Connet stated that the City's policy is to not take over private roads; however, after Tom Marshall petitioned them multiple times for an exception due to the City's use of the road, and his office agreed it made sense for Hendersonville to take over maintenance and ownership of that stretch of road. Mr. Connet stated the City would not take over landscaping or remove any landscaping as long as the association kept the landscaping cut back and clear from the road. Mr. Connet stated that if the association agreed for the City to take it over, he wanted to be clear that the City would own that road and have the right of way thereafter. He reviewed steps the association needed to take for the vote to go before the City Council which included the homeowners voting in favor of the City taking over the road, it being included in meeting minutes, and those minutes and paperwork signed by the Board of Trustee President be submitted to the City Manager's office. The association thanked Mr. Connet for his time and he exited the meeting.

Road Takeover Proposal:
Tracy Eggleston, Board of Trustee member, read out loud to the membership the City Road Maintenance Agreement provided by the City regarding the City taking over the road, that would need to be approved by membership and signed by the President of the Board.
Tracy Eggleston made a motion to accept the City's proposal and Road Maintenance Agreement dedicating that stretch of road to the City and authorize the Board of Trustee President to sign on behalf of the association. Motion passed.

Building and Grounds Reports:
Grace Waldrop, Board Secretary, reviewed Helene damage and repairs, sharing details of projects completed (water mitigation, fire pump replacement, roofing repairs, elevator repairs, electrical, tree removal, trash trolly repair, mini-split repair) as well as two projects that should be completed soon (elevator jack replacement and fire suppression system valve replacement). In addition, Grace reviewed non-Helene related maintenance and repairs including tree and shrub trimming/pruning, french drain completion, new garage door and operator, roof repairs and preventative roof maintenance, sprinkler head replacement and cleaning, and additional roof leak over the summer that damaged two condos. Grace mentioned that a routine maintenance calendar was being developed to track all routine maintenance.

Tracy Eggleston, Member at Large, reviewed capital project planning and reserve funding. Tracy informed owners of a reserve study commissioned by the Board that gave an in-depth analysis of all building components and set up goals for funding and repairs/replacements of capital items and commented on the sophistication of the building, including a fire suppression system and two elevators, which added to the needs of a higher reserve fund. Tracy also reviewed how capital improvement items had been funded in the past which was through multiple special assessments over time and how, utilizing the reserve study, the Board's goal is to have less special assessments and instead have a reasonable monthly assessment that covers operating costs and funds the reserve at the needed level. Tracy reviewed the six (6) main items the reserve study named that are estimated to need replacing in the next 5-7 years and explained the Board obtained estimates from local contractors for these six items to give a better idea of funds needed.

Horizons estimate for new HVAC's for common areas $60,784.00
Benton new roof estimate: $180,148.83
Gen X Security Door Entry System Upgrade $14,063.48
Tuckpointing and Refurbishing Stucco/Exterior: $8,000.00
Concrete Curbing Refurbishing: $1,200.00
Parking Lot Asphalt Mill and Overlay: $45,000.00
Total: $309,196.31

Tracy wrapped up by reminding everyone that all the owners are the HOA and the HOA is responsible to fund maintenance needs.

Owners asked questions regarding priority of maintenance items, specifically tree and shrub work, versus reserve funding. The Board answered that trees and shrub work now saved bigger costs down the road. Owners also asked whether the association had obtained flood insurance quotes. The Board answered that yes, the Board had obtained a quote for flood insurance and would be meeting with the insurance agent after the holiday to review all current coverage, potential for flood coverage and what it would cover, and obtain recommendations.

Fiscal Report:
David Levy, Board Treasurer, reviewed the 2025 year-to-date fiscal report and 2026 budget.

Owners questioned the need to raise the dues and how the exact figure was obtained. The Board and an owner who has accounting experience explained the method which was to make the best estimation of each cost of all expenses and use that number to identify income needs. Angel Chandler, Community Manager, reviewed some other associations in town and how their monthly dues compare and contrast, and stated given the complexity of the building and the fact that only 28 owners share in all the costs, the dues were actually quite low.

Tracy Eggleston made a motion to ratify the 2026 budget. Motion passed.

Election of Board Members: Five Seats Open
Tom Marshall, Tracy Eggleston, Grace Waldrop, and David Levy stood for re-election. Paul LaRosa was nominated by Tom Marshall for the fifth open seat. No other nominations were made from the floor. Board members were elected by acclimation. Board members will serve a one-year term.

Owner Comments: Additional comments were made by owners regarding communication. Owners asked for more frequent and detailed communication and to be notified of board meetings ahead of time. The Board stated that they would be working on either a newsletter or update at least quarterly to go out to owners in 2026 and open board meetings would be communicated to owners.

Motion to adjourn was made by Tracy Eggleston. Motion passed. Meeting adjourned at 7:45PM.

Angel Chandler, Recording Secretary

CERTIFICATE OF DEDICATION AND MAINTENANCE

The undersigned certifies that they are the President of Plaza in the Mountains Homeowner Association, formerly the 350 East Allen Condominium Association, (hereinafter the "Plaza Association") and that they have been authorized to execute this Certificate pursuant to authority granted by the Plaza Association, a copy of which resolution and/or minutes is attached hereto.

The Plaza Association is the Declarant of the Plaza in the Mountains Condominium, pursuant to that Declaration recorded in Deed Book 1527 at page 47 of the Henderson County registry and as subsequently amended (hereinafter the "Declaration"), and the owner of that property described in that Deed recorded in Deed Book 1527 at page 43 of the Henderson County registry, having PIN 9568-96-2906 and being located at 350 E Allen Street (hereinafter the "Plaza Property").

The Plaza Association, through the undersigned, certifies that the non-public portion of East Allen Street, being a 50' right-of-way shown on that Condominium Plat recorded in Condominium Cabinet A at Slide 471A of the Henderson County registry, is owned by the Plaza Association and it is free of any encumbrances or liens

The Plaza Association, through the undersigned, now freely dedicates for public use, and requests the City of Hendersonville accept for maintenance, the right-of-way of East Allen Street.

Plaza in the Mountains Homeowner Association

By: Thomas J Marshall
Name: Thomas L. Marshall
Title: President - HOA

NORTH CAROLINA
HENDERSON COUNTY

I certify the following person appeared before me this day and acknowledged that they voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Thomas Marshall as President of Plaza in the Mountains Homeowners Association. This the 12th day of November, 2025

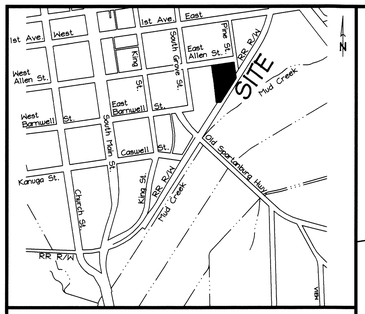
Rose McDonald
Notary Public

Rose McDonald
Print Name

Commission expires: May 18th, 2030

SEAL

Rose McDonald
Notary Public, North Carolina
Buncombe County
My Commission Expires
May 18, 2030



VICINITY MAP
(NOT TO SCALE)

LEGEND:

- O ESP - EXISTING STEEL PIN
- O EIP - EXISTING IRON PIN
- O NIP - NEW IRON PIPE SET (1/2")
- O - CALCULATED POINT
- R/W - RIGHT-OF-WAY
- (S) - SEWER MANHOLE
- —SS— - UNDERGROUND SEWER LINE
- - FIRE HYDRANT
- WM - WATER METER
- •LP - LIGHT POLE

SCALE IN FEET
SCALE: 1" = 20'

EAST ALLEN STREET
50' R/W
PINE STREET
30' R/W
N 81°11'07" E - 200.00'
1/2" NIP
1/2" NIP
LP
Junction Box (Storm)
Open-Throat Inlet (Storm)
Open-Throat Inlet (Storm)
Open-Throat Inlet (Storm)
Water Utility Boxes
Rock Wall
Catch Basin
Catch Basin
(587/887)
ASPHALT PARKING LOT
ASPHALT PARKING LOT
ASPHALT PARKING LOT
Electrical Transformer
Cable Pedestal
S 08°05'58" E - 146.41'
107.85'
1/2" NIP
N 08°05'58" W - 149.85'
Block Retaining Wall
Foundation Wall (Typical)
(586/863)
(Remaining Portion)
MULTI-STORY BUILDING
WITH UNDERGROUND PARKING
1B
0.822± Acres
(Typical) Foundation Wall
36" storm Pipe
38.56'
25' R/W
Brookshire Properties, LLC
(942/075)
Control Corner #2
Nail in Top of Wall
125.14'
N 76°34'26" W 156.85'
1/2" NIP
31.71'
83.40'
S 32°19'17" W
Rock Wall
ASPHALT PARKING LOT
1A
0.336± Acres
PARKING & ACCESS EASEMENT
Kennington Square
(1143/505)
129.47'
N 08°46'44" W - 162.07'
ASPHALT PARKING LOT
SOUTH GROVE STREET
32.60'
30' R/W
Center of Railroad Tracks
136.36'
S 32°19'17" W
Robert Moore, et al.
(1160/408)
55.58'
S 81°11'07" W
1/2" EIP
Control Corner #1

PLAT NORTH
Condominium Plat Cabinet A at Slide 346-A

BUILDING TIE TABLE

TIE LINE	BEARING	DISTANCE
(A) TO (B)	N 47°43'21" E	6.71'
(A) TO (C)	N 13°54'20" E	53.43'
(A) TO (D)	S 84°08'23" E	84.32'
(A) TO (E)	N 63°25'05" E	204.78'

SURVEYOR'S NOTES:

1. For source of title, see Deed Book 1280 at Page 773 and See Condominium Plat Cabinet 'A', Slides 369-A, 369-B, and 369-C. For old reference see Deed Book 586 at Page 863 and Deed Book 587 at Page 887.
2. A portion of Lot 1B is located within the 100 Year Flood Plain as per FIRM Map Panel # 3701280004, dated January 20, 1982.
3. Survey closure error does not exceed 1:10,000 before adjustment.
4. Property subject to a right-of-way for East Allen Street and Pine Street.
5. Property subject to easements for overhead and underground utilities, recorded or unrecorded, shown or not shown, as applicable.
6. The Parcels 1A and 1B together make up Lot 2 as shown on plat recorded at Condominium Plat Cabinet 'A' at Slide '396-A'. Parcel 1A as shown hereon is an existing Parking & Access Easement reserved for the adjacent parcel owned by Kennington Square. Parcel 1B as shown hereon contains the Condominiums at Plaza in the Mountains.
7. The parcels shown hereon are zoned CMU, Central Mixed Use. See City of Hendersonville Zoning Ordinance for further details.

I, ROBERT PAUL PATTERSON, PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF A SUBDIVISION (G.S. 47-30 (f)(11)d.).

ROBERT PAUL PATTERSON, P.L.S. # L-4406 — DATE: 8/5/08

I, ROBERT PAUL PATTERSON, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1280 AT PAGE 773, SEE CONDOMINIUM PLAT CABINET A AT SLIDE 396-A); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED.

WITNESSED MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL,

THIS 5TH DAY OF AUGUST 2008.

PROFESSIONAL LAND SURVEYOR NO. L-4406

NORTH CAROLINA PROFESSIONAL SEAL L-4406 SURVEYOR ROBERT PAUL PATTERSON

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

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

THIS THE 5TH DAY OF AUGUST, 2008.

REVIEW OFFICER

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

FILED FOR REGISTRATION ON THE 5 DAY OF AUGUST, 2008.

AT 2:35 PM AND RECORDED IN CONDOMINIUM CABINET A, SLIDE 471A-I

REGISTER OF DEEDS HENDERSON COUNTY

BY _____, DEPUTY

Owner/Developer:	Plaza In The Mountains, LLC
Owner's Address:	224 S. Grove St. Hendersonville, NC 28792
Tax Parcel No.:	00-9568-96-2906-55
Deed Reference:	D.B. 1280 @ Pg. 773

DRAWING NAME: 0808TSD.DWG | DATE: 8/4/08
JOB NO.: 08-08-75-D | SCALE: NOTED

Condominium Plat Exempt Subdivision

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PATTERSON & PATTERSON
ENGINEERING - SURVEYING - PLANNING
PAUL PATTERSON Professional Engineer/Land Surveyor
WILLIAM PATTERSON Professional Land Surveyor
P.O. BOX 6114
HENDERSONVILLE, NC 28793-6114
TEL. & FAX: (828) 692-6629

CONDOMINIUM SURVEY PLAT FOR:

Plaza in the Mountains

HENDERSONVILLE TOWNSHIP - CITY OF HENDERSONVILLE - HENDERSON CO., N.C.

REVISIONS

SHEET 1 OF 1

A-471 I

I-A-1&A-1

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 12/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: Memorandum of Agreement with NCLM for Disaster Recovery Services – *Adam Murr, Budget & Evaluation Director*

SUGGESTED MOTION(S):

I move City Council adopt a **RESOLUTION TO APPROVE DISASTER RECOVERY MEMORANDUM OF AGREEMENT WITH NORTH CAROLINA LEAGUE OF MUNICIPALITIES** as presented.

SUMMARY:

In alignment with City Council's identified preparedness, resilience, and emergency response activities identified at the February 27 and 28, 2025 workshop, Staff have worked to identify pre-positioned contracts. Pre-positioned contracts are prepared ahead of future disasters and may be activated during emergency declarations, depending on anticipated need, to improve response and recovery activities. Pre-positioning contracts are financially advantageous as they further compliance with relevant Federal, State, and Local procurement law.

Additionally, the City's Legal Team has identified an opportunity to partner with the North Carolina League of Municipalities (NCLM) and Parker Poe to advise on the procurement process and other related technical action items at no cost to the City of Hendersonville while maximizing time efficiency. It is recommended that, to leverage the NCLM and Parker Poe resources, the attached RESOLUTION TO APPROVE DISASTER RECOVERY MEMORANDUM OF AGREEMENT WITH NORTH CAROLINA LEAGUE OF MUNICIPALITIES be adopted by City Council at the 12/04/2025 regular meeting. In summary, the resolution provides the City Manager authority to execute the attached Memorandum of Agreement and other such actions.

The Disaster Recovery Acts of 2024 and 2025 provided the NCLM grant funding agreements with the North Carolina Office of State Budget and Management (OSBM) for Hurricane Helene disaster recovery efforts.

BUDGET IMPACT: $0.00

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

If no, describe how it will be funded.

ATTACHMENTS:

1. RESOLUTION TO APPROVE DISASTER RECOVERY MEMORANDUM OF AGREEMENT WITH NORTH CAROLINA LEAGUE OF MUNICIPALITIES
2. MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES

RESOLUTION TO APPROVE DISASTER RECOVERYMEMORANDUM OF AGREEMENT WITH NORTH CAROLINA LEAGUE OF MUNICIPALITIES

WITNESSETH:

WHEREAS, the Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts which may fund services provided under this Agreement.

WHEREAS, the Grant Agreements (OSBM Grants) enable the League to provide its municipal members with Disaster Recovery Services, including technical assistance for Hurricane Helene recovery efforts.

WHEREAS, the OSBM Grants are the source of funding for services described in the Disaster Recovery Memorandum of Agreement with the League, which is attached hereto as Exhibit A.

WHEREAS, municipalities wishing to receive such services are required to execute the Disaster Recovery Memorandum of Agreement.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD/COUNCIL OF THE VILLAGE/TOWN/CITY/TOWN OF HENDERSONVILLE:

1. That the Disaster Recovery Memorandum of Agreement is hereby approved.

2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Disaster Recovery Services funded by the OSBM Grants defined herein.

Adopted, this the _____ day of _____, _____

VILLAGE/TOWN/CITY OF HENDERSONVILLE

By: _____
(Name)
Mayor

ATTEST:

_____
(Name)
Town Clerk

Exhibit A

DISASTER RECOVERY MEMORANDUM OF AGREEMENT (MOA).

MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES

This Memorandum of Agreement for Disaster Recovery Services (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the City of Hendersonville (Municipality) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (Effective Date).

For good and valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts (Future Grants) which may fund services provided under this Agreement.

2. Grant Awarded to the NC League of Municipalities.

The Grant Agreements (OSBM Grants) enable the League to provide its municipal members with Disaster Recovery Services, including technical assistance for Hurricane Helene recovery efforts. The OSBM Grants are the source of funding for this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the OSBM Grants. The service provider(s) retained by the League and funded by the OSBM Grants for the benefit of the Municipality are contractors (Contractors).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

a. Services rendered by the League (League Services) as may be agreed upon in writing by the Parties. See Exhibit A.

b. Services rendered by one or more service providers (Contractor Services) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill. See Exhibit B (and subsequent Exhibits, as applicable).

c. Equipment, including information technology systems, and supplies, including computing devices, as determined necessary for delivery of League Services or Contractor Services.

The League shall fund Contractor Services and League Services, if applicable, using the OSBM Grants. The Municipality accepts the OSBM Grants pursuant to this Agreement.

5. Additional Services.

Additional Services (Additional Services) may be offered to the Municipality by the League during the OSBM Grant period pursuant to this Agreement. The Municipality's official, who is designated in the Municipality's adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end (1) when terminated at the discretion of the League, or June 30, 2030, whichever occurs earlier; or (2) upon termination of the Grant Agreements defined above.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the OSBM Grants, submit final invoice for work completed up until Contractor's receipt of Notice of Termination.

8. Duties of the Municipality.

The Municipality will utilize Contractor Services and League Services, if any, in accordance with this Agreement. It agrees to submit quarterly performance reports for the services received pursuant to this Agreement and to cooperate with the League in reviewing these services. The nature and scope of the reports will depend on the project and services rendered. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the record-keeping, monitoring, reporting, and auditing requirements set forth in the Grant Agreements between the League and OSBM, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services; Fees; Prior Approval.

Services provided pursuant to this Agreement and associated fees are set forth in Exhibit A attached hereto (and subsequent Exhibits as applicable), subject to the not-to-exceed thresholds contained therein. The Municipality shall not make any changes, directly or indirectly, to the Contractor Services without the prior written approval of the League.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable) for services rendered in accordance with this Agreement. No Contractor Services shall be funded by the League outside the parameters of the OSBM Grants. Fees and costs must be supported by evidence of bona fide services rendered. The Municipality has no obligation to pay for any services identified in this Agreement that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Invoices for Contractor Services shall be submitted to DRinvoices@NCLM.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement.

Article IV. Compliance with Grant Agreements and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OSBM Grants, including, but not limited to, the following:

1) The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26), any subsequent legislation allocating disaster recovery funds, and any associated Grant Agreements between the League and OSBM.

2) All laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction, including, but not limited to, N.C.G.S. 143C-6-22 (Use of State funds by non-State entities) and 09 NCAC 03M .0205. (Minimum Reporting Requirements for Recipients and Subrecipients).

3) If applicable, the Municipality acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

4) If eligible, the Municipality shall:
   i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
   ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

2. Conflicts of Interest; Gifts & Favors.

The Municipality acknowledges that the use of OSBM Grant funds is subject to State regulatory requirements governing conflicts of interest and gifts and favors (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each a Covered Individual), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from the OSBM Grants, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of services under this Agreement (including without limitation personnel, property, financial and medical records) through at least five (5) years following termination of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, OSBM, the North Carolina State Auditor, and any other authorized state or federal oversight office.

4. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project or program is supported, in whole or in part, by The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) by a grant awarded to the NC League of Municipalities through the North Carolina Office of State Budget and Management."

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable).

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for

all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

1. **Venue and Jurisdiction**.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

2. **Nonwaiver**.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. **Limitation of Authority.**

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. **Assignment.**

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. **Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

6. **North Carolina Public Records Law.**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission

of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. **E-Verify.**

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. **Iran Divestment Act.**

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. **Companies Boycotting Israel Divestment Act.**

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the last signature below.

NC LEAGUE OF MUNICIPALITIES:	**MUNICIPALITY:** **CITY OF HENDERSONVILLE** _____ a North Carolina municipal corporation
By:	By:
_____ Signature	_____ Signature
_____ Rose Vaughn Williams	_____ Name
_____ Executive Director	_____ Title
_____ Date of Signature	_____ Date of Signature

ATTEST:

_____
City/Town/Village Clerk (or designee)

Exhibit A
League Services

In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.

1. **Grant Management Support**

The League will provide grant management support for towns to include grant mapping, oversight and assistance with town grant compliance, monitoring reporting requirements, and submitting required reports for funded projects. The League will initially work directly with impacted municipalities to assess their needs related to grants management and provide an overall plan for grants administration. Grant management support may include assistance in developing grant proposals and assisting with submission of these proposals. This assistance which includes grant submission, implementation, tracking, and reporting of all grant activities related to state and federal funds related to disaster recovery.

2. **Assistance, Instruction, and Mentorship (AIM)**

League staff will work in a variety of ways to provide financial technical guidance that is tailored to the Municipality's specific situation, including but not limited to assistance with accounting issues, implementation of routine processes and best practices, one-on-one mentorship, and practical application tools, including a comprehensive manual. When necessary, the League may offer Contractor Services pursuant to Article I, Section 4.b. to assist with auditing and bookkeeping requirements. An emphasis will be placed on helping the Municipality develop a fiscally responsible program that meets State requirements and empowers municipal staff, administration, and board members to effectively communicate the Municipality's financial position.

3. **Cyber Security Assessment**

The League's Cyber Security Strategist ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework. If necessary, the League's security team will purchase and transfer ownership of equipment to a municipality to assist in the daily function and recovery efforts of the municipality.

4. **Finance Evaluation**

The League's Finance Team ("Finance Team"), in consultation with the Municipality. League MAS representatives will further work with bookkeeping Contractors to prepare the Municipality for bookkeeping actions and assist the Municipality in adopting best practice solutions.

5. **Accounting Assistance Efforts**

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance contractors will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

OSBM Grant – Description of Legal Services

Exhibit B

Parker Poe will provide Municipality with legal representation and advice in connection with disaster recovery and response planning as contemplated under the Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) and as may be permitted through future legislative acts by the North Carolina General Assembly.

The hourly rates for all Parker Poe attorneys will be **$430** per hour. Parker Poe will utilize published rates for paralegals which range from **$200** to **$300** per hour. Those rates will be in effect until modified by the firm in accordance with rate evaluations which generally take place on October 1st of each year. Such rates may be changed by the firm in the future, in which case the rates applicable at the time the work is performed will be applied. Unless otherwise instructed in writing, Parker Poe will direct invoices via email to DRinvoices@NCLM.org. Unless otherwise agreed to in writing between the firm and the League, legal services invoiced under this Agreement shall not exceed one hundred thousand dollars ($100,000).

MEMORANDUM OF AGREEMENT FOR DISASTER RECOVERY SERVICES

This Memorandum of Agreement for Disaster Recovery Services (hereinafter the "Agreement") is entered into as of the Effective Date set out below, by and between the City of Hendersonville (Municipality) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a "Party"; and collectively as the "Parties." This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (Effective Date).

For good and valuable consideration, the adequacy of which is acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) provided the League with grant funds provided by the State of North Carolina. Pursuant to this legislation, the League received grant funds through agreements (Grant Agreements) with the North Carolina Office of State Budget and Management (OSBM). The State of North Carolina may provide additional grant funds through future legislative acts (Future Grants) which may fund services provided under this Agreement.

2. Grant Awarded to the NC League of Municipalities.

The Grant Agreements (OSBM Grants) enable the League to provide its municipal members with Disaster Recovery Services, including technical assistance for Hurricane Helene recovery efforts. The OSBM Grants are the source of funding for this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the OSBM Grants. The service provider(s) retained by the League and funded by the OSBM Grants for the benefit of the Municipality are contractors (Contractors).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

a. Services rendered by the League (League Services) as may be agreed upon in writing by the Parties. See Exhibit A.

b. Services rendered by one or more service providers (Contractor Services) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill. See Exhibit B (and subsequent Exhibits, as applicable).

c. Equipment, including information technology systems, and supplies, including computing devices, as determined necessary for delivery of League Services or Contractor Services.

The League shall fund Contractor Services and League Services, if applicable, using the OSBM Grants. The Municipality accepts the OSBM Grants pursuant to this Agreement.

5. Additional Services.

Additional Services (Additional Services) may be offered to the Municipality by the League during the OSBM Grant period pursuant to this Agreement. The Municipality's official, who is designated in the Municipality's adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end (1) when terminated at the discretion of the League, or June 30, 2030, whichever occurs earlier; or (2) upon termination of the Grant Agreements defined above.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. Upon receipt of Notice of Termination from the League: (i) the agreement between the Municipality and the Contractor shall be deemed terminated and Municipality hereby authorizes the League to notify Contractor of said termination on behalf of the Municipality; and (ii) Contractor shall (1) immediately discontinue all services affected (unless the Notice of Termination directs otherwise), (2) deliver to the Municipality all reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process; and (3) subject to funding made available through the OSBM Grants, submit final invoice for work completed up until Contractor's receipt of Notice of Termination.

8. Duties of the Municipality.

The Municipality will utilize Contractor Services and League Services, if any, in accordance with this Agreement. It agrees to submit quarterly performance reports for the services received pursuant to this Agreement and to cooperate with the League in reviewing these services. The nature and scope of the reports will depend on the project and services rendered. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the record-keeping, monitoring, reporting, and auditing requirements set forth in the Grant Agreements between the League and OSBM, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services; Fees; Prior Approval.

Services provided pursuant to this Agreement and associated fees are set forth in Exhibit A attached hereto (and subsequent Exhibits as applicable), subject to the not-to-exceed thresholds contained therein. The Municipality shall not make any changes, directly or indirectly, to the Contractor Services without the prior written approval of the League.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable) for services rendered in accordance with this Agreement. No Contractor Services shall be funded by the League outside the parameters of the OSBM Grants. Fees and costs must be supported by evidence of bona fide services rendered. The Municipality has no obligation to pay for any services identified in this Agreement that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Invoices for Contractor Services shall be submitted to DRinvoices@NCLM.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement.

Article IV. Compliance with Grant Agreements and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the OSBM Grants, including, but not limited to, the following:

1) The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26), any subsequent legislation allocating disaster recovery funds, and any associated Grant Agreements between the League and OSBM.

2) All laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and work performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction, including, but not limited to, N.C.G.S. 143C-6-22 (Use of State funds by non-State entities) and 09 NCAC 03M .0205. (Minimum Reporting Requirements for Recipients and Subrecipients).

3) If applicable, the Municipality acknowledges and agrees that, in its conduct under this Agreement and in connection with any and all expenditures of grant funds made by it, it shall comply with the cost principles enunciated in the Code of Federal Regulations, 2 CFR, Part 200.

4) If eligible, the Municipality shall:
   i) Request from the North Carolina Department of Revenue a refund of all sales and use taxes paid by them in the performance of this Agreement, pursuant to N.C.G.S. 105-164.14; and
   ii) Exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their quarterly project status reports.

2. Conflicts of Interest; Gifts & Favors.

The Municipality acknowledges that the use of OSBM Grant funds is subject to State regulatory requirements governing conflicts of interest and gifts and favors (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each a Covered Individual), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from the OSBM Grants, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of services under this Agreement (including without limitation personnel, property, financial and medical records) through at least five (5) years following termination of this Agreement, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, OSBM, the North Carolina State Auditor, and any other authorized state or federal oversight office.

4. Publications.

Any publications produced with funds from this Agreement shall display the following language: "This project or program is supported, in whole or in part, by The Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) by a grant awarded to the NC League of Municipalities through the North Carolina Office of State Budget and Management."

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable).

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for

all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

1. **Venue and Jurisdiction**.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

2. **Nonwaiver**.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

3. **Limitation of Authority.**

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

4. **Assignment.**

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

5. **Integration.**

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

6. **North Carolina Public Records Law.**

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission

of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

7. **E-Verify.**

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

8. **Iran Divestment Act.**

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

9. **Companies Boycotting Israel Divestment Act.**

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the last signature below.

NC LEAGUE OF MUNICIPALITIES:	**MUNICIPALITY:** **CITY OF HENDERSONVILLE** _____ a North Carolina municipal corporation
By:	By:
_____ Signature	_____ Signature
_____ Rose Vaughn Williams	_____ Name
_____ Executive Director	_____ Title
_____ Date of Signature	_____ Date of Signature

ATTEST:

_____
City/Town/Village Clerk (or designee)

Exhibit A
League Services

In addition to the Contractor Services set out in Exhibit B, as applicable (and subsequent Exhibits, as applicable, pursuant to Section 4.b. above) the League may provide some or all of the services described below.

1. **Grant Management Support**

The League will provide grant management support for towns to include grant mapping, oversight and assistance with town grant compliance, monitoring reporting requirements, and submitting required reports for funded projects. The League will initially work directly with impacted municipalities to assess their needs related to grants management and provide an overall plan for grants administration. Grant management support may include assistance in developing grant proposals and assisting with submission of these proposals. This assistance which includes grant submission, implementation, tracking, and reporting of all grant activities related to state and federal funds related to disaster recovery.

2. **Assistance, Instruction, and Mentorship (AIM)**

League staff will work in a variety of ways to provide financial technical guidance that is tailored to the Municipality's specific situation, including but not limited to assistance with accounting issues, implementation of routine processes and best practices, one-on-one mentorship, and practical application tools, including a comprehensive manual. When necessary, the League may offer Contractor Services pursuant to Article I, Section 4.b. to assist with auditing and bookkeeping requirements. An emphasis will be placed on helping the Municipality develop a fiscally responsible program that meets State requirements and empowers municipal staff, administration, and board members to effectively communicate the Municipality's financial position.

3. **Cyber Security Assessment**

The League's Cyber Security Strategist ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework. If necessary, the League's security team will purchase and transfer ownership of equipment to a municipality to assist in the daily function and recovery efforts of the municipality.

4. **Finance Evaluation**

The League's Finance Team ("Finance Team"), in consultation with the Municipality. League MAS representatives will further work with bookkeeping Contractors to prepare the Municipality for bookkeeping actions and assist the Municipality in adopting best practice solutions.

5. **Accounting Assistance Efforts**

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance contractors will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

OSBM Grant – Description of Legal Services

Exhibit B

Parker Poe will provide Municipality with legal representation and advice in connection with disaster recovery and response planning as contemplated under the Disaster Recovery Acts of 2024 and 2025 (SL 2024-51; SL 2024-53; SL 2025-26) and as may be permitted through future legislative acts by the North Carolina General Assembly.

The hourly rates for all Parker Poe attorneys will be **$430** per hour. Parker Poe will utilize published rates for paralegals which range from **$200** to **$300** per hour. Those rates will be in effect until modified by the firm in accordance with rate evaluations which generally take place on October 1st of each year. Such rates may be changed by the firm in the future, in which case the rates applicable at the time the work is performed will be applied. Unless otherwise instructed in writing, Parker Poe will direct invoices via email to DRinvoices@NCLM.org. Unless otherwise agreed to in writing between the firm and the League, legal services invoiced under this Agreement shall not exceed one hundred thousand dollars ($100,000).

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Lew Holloway

MEETING DATE: December 4th, 2025

AGENDA SECTION: CONSENT

DEPARTMENT: COMMUNITY DEVELOPMENT

TITLE OF ITEM: Adoption of Strategic Housing Plan – *Angela Beeker, City Attorney*

SUGGESTED MOTION(S):

I move that the City Council of the City of Hendersonville adopt the Strategic Housing Plan which has been presented to Council as a result of the work of the City's Strategic Housing Plan Steering Commission.

SUMMARY:

The City of Hendersonville's Strategic Housing Plan is a five-year, data-driven and community-informed roadmap to ensure every resident has a safe, stable, and affordable place to call home, with pride in neighborhoods, harmonious living among diverse backgrounds, and housing choices that meet the full spectrum of community needs. The Plan is organized around four guiding pillars—the "Four S's": Supply, Stability, Subsidy, and System—which translate the best-practice "Three S's" framework into a locally actionable program that also builds the City's long-term capacity to deliver results. It was informed by three key inputs: a **professional needs assessment by the UNC Development Finance Initiative (DFI)**, an **expert housing policy presentation by Shane Phillips of UCLA**, and **extensive community engagement led by Fountainworks** (including listening sessions and a public survey). In essence, the plan identifies the scope of Hendersonville's housing affordability problem, sets clear goals and targets, and outlines multi-faceted strategies – from zoning reforms to funding programs – to address those needs.

BUDGET IMPACT: No immediate impact.

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

If no, describe how it will be funded.

ATTACHMENTS:

2025 City of Hendersonville Strategic Housing

CITY OF HENDERSONVILLE STRATEGIC HOUSING PLAN

2025-2030

Abstract

Hendersonville is charting a path toward a future where every resident can find a home that is safe, stable, and affordable. We are guided by a clear vision that our community will be a one where everyone has a safe, stable, and affordable place to call home, where people take pride in where they live, where individuals from diverse backgrounds live harmoniously and where a variety of housing options exist to meet the full spectrum of community needs.

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Executive Summary — City of Hendersonville Strategic Housing Plan

Purpose and Vision

The City of Hendersonville's Strategic Housing Plan is a five-year, data-driven and community-informed roadmap to ensure every resident has a safe, stable, and affordable place to call home, with pride in neighborhoods, harmonious living among diverse backgrounds, and housing choices that meet the full spectrum of community needs [8][4]. The Plan is organized around four guiding pillars—the "Four S's": Supply, Stability, Subsidy, and System—which translate the best-practice "Three S's" framework into a locally actionable program that also builds the City's long-term capacity to deliver results [10][9][4]. It was informed by three key inputs: a **professional needs assessment by the UNC Development Finance Initiative (DFI)**, an **expert housing policy presentation by Shane Phillips of UCLA**, and **extensive community engagement led by Fountainworks** (including listening sessions and a public survey). In essence, the plan identifies the scope of Hendersonville's housing affordability problem, sets clear goals and targets, and outlines multi-faceted strategies – from zoning reforms to funding programs – to address those needs.

The Case for Action (Data and Need)

Independent analysis by UNC's Development Finance Initiative (DFI) confirms acute shortages, cost pressures, and extremely tight market conditions—especially for low- to moderate-income (LMI) households, seniors, and people with disabilities—worsened by disaster impacts from Hurricane Helene [5]. Countywide, an estimated 10,000 new homes are needed over five years; Hendersonville's share includes at least 2,000–2,200 homes affordable to LMI households, with rental vacancies below 2% and for-sale vacancies under 1%, median home prices now above $400,000, and short-term rentals and second homes further constraining supply [5]. These conditions substantiate the Plan's emphasis on adding homes across types and price points, preserving and improving existing stock, and deploying targeted assistance where markets fall short [5][9].

Goals (Five-Year)

The Plan sets clear, measurable goals aligned to the Four S's:

1. Grow Hendersonville's share of county households to 18% by accommodating 3,047 of the projected 4,300 additional homes needed (Supply) [10].
2. Accommodate 2,200 homes serving priority affordability categories (Subsidy) [10].

3. Ensure at least 45% (990 units) of new affordable homes are owner-occupied to strer household stability (Stability) [10].

4. Maintain healthy average annual vacancy rates—6% rental and 3% for-sale—to improve availability and moderate price pressures (Supply) [10].

5. Embed transparency, public education, and continuous community feedback in all housing initiatives (System) [10].

Objectives

To achieve these goals, the Plan advances 10 core objectives: expand permanently affordable housing via durable organizations (e.g., community land trust and land banking), build public trust through education and transparent reporting, modernize zoning and subdivision rules, streamline development approvals, update housing quality and related ordinances, strengthen internal capacity, align new housing with community character, expand funding capacity, launch individual assistance programs up to 80% AMI, and leverage public-private partnerships to scale delivery [8].

Strategies and Key Actions

The Plan operationalizes its objectives through ten mutually reinforcing strategy areas and 40+ concrete actions, sequenced as short- (1–2 years), mid- (3–4 years), and long-term (5+ years) steps:

1. Organizational Development: Establish a Community Land Trust and land banking system; secure housing authority powers to enable development and stewardship of permanent affordability [8][7].

2. Education & Communication: Build engagement tools, run public education campaigns, publish annual progress reports, host an annual Housing Symposium, and include local builders in decision-making bodies to sustain trust and momentum [8][7][4].

3. Zoning & Ordinance Amendments: Increase by-right capacity where infrastructure exists; reduce dimensional and parking barriers; legalize “Missing Middle” and ADUs; offer affordability incentives and study mandates; calibrate rules for short-term rentals; align infill with the Gen H comprehensive framework [8][7].

4. Policy & Process Improvements: Streamline approval timelines, digitize workflows, and right-size staffing to cut soft costs and accelerate housing delivery [8][7][4].

5. Ordinance Evaluation & Housing Quality: Rewrite the Minimum Housing Code; conduct cross-department cost/benefit reviews; target incentives to the full range of affordable housing types while maintaining health and safety standards [8][7].

6. Internal Capacity: Hire a HUD-certified housing specialist; expand staff training; create a housing resource portal; formalize data tracking and KPIs to guide decisions and report progress [8][7].

7. Community Character Mapping: Convene neighborhood workshops, document local history, and develop character maps to guide context-sensitive, mixed-income infill and prevent cultural

displacement [8][7][4].

8. Funding Expansion: Pursue state/federal and philanthropic grants (e.g., CDBG-DR/NR), evaluate a housing bond, and commit recurring City funds to sustain programs and gap-finance projects with durable affordability [8][7][3].
9. Individual Assistance (≤80% AMI): Offer down-payment assistance, low-interest purchase/rehab loans, ownership-readiness counseling, and expand owner-occupied rehabilitation with accessibility upgrades to support aging in place [8][7].
10. Public-Private Partnerships: Formalize nonprofit partnerships for emergency housing; provide loans and pre-approved plans for ADUs; support redevelopment of aging affordable properties into modern, higher-yield mixed-income housing [8][7][6].

Community Engagement and Connection

The Plan's content and priorities reflect an extensive engagement process: five targeted listening sessions (business, seniors/veterans, nonprofits, Black community, and Spanish-speaking residents) and a 300+ response community survey identified needs for diverse housing types, anti-displacement, infrastructure alignment, and sustained transparency and education [1][3]. The plan includes mixed-income integration, language access, and attention to historic communities through character mapping and anti-displacement program design [1][3][8].

Sound Housing Principles

The Plan's approach explicitly applies best-practice housing principles—expanding Supply, enhancing Stability, and investing Subsidy—while adding "System" to ensure staffing, partnerships, and accountability are in place for execution [9][10][4]. It emphasizes by-right capacity, diverse housing types, gentle density, streamlined approvals, permanent affordability tools (CLT/land bank), and durable funding—all consistent with evidence-based strategies used successfully in peer cities and recommended by national experts [9][10].

Implementation, Governance, and Accountability

Actions are phased over five years and prioritized via a scoring tool that weighs cost, staff time, impact, income groups served, community support, and alignment with goals [4]. Governance features include an annual public Housing Report, KPI dashboard, and an Annual Housing Symposium, ensuring transparent progress tracking and course corrections as conditions change [8][7][4]. The Plan recognizes homelessness as a critical, related challenge and recommends a separate, coordinated strategy to complement these housing actions [11].

Alignment with DFI Site Strategy

DFI’s site identification and feasibility framework—physical capacity, market need, financial viability, and alignment with community priorities—guides how the City selects sites, shapes projects, and targets subsidies to maximize production, preservation, and resilience for LMI households, seniors, and people with disabilities, including recovery from disaster impacts [5].

Bottom Line

This Strategic Housing Plan is a comprehensive, measurable, and community-endorsed strategy to add the right homes in the right places, preserve and improve existing housing, support households most in need, and build the systems and partnerships required to deliver at scale. It balances growth with neighborhood character and commits to transparent implementation so residents can see and shape progress over time [8][5][3][10][4].

References

[1] Affordable Housing Report - AppendixDraft
[3] Affordable Housing Report
[4] Meeting Summary_Hendersonville Affordable Housing Steering Committee
[5] Affordable Housing Needs Assessment with Narrative
[6] CHRONOLOGY OF EVENTS AFFORDABLE HOUSING
[7] Action Steps With Descriptions
[8] Strategic Plan Summary
[9] Shane Phillips Presentation
[10] CC Draft Plan
[11] Final Plan Outline

Introduction

Hendersonville is charting a path toward a future where every resident can find a home that is safe, stable, and affordable. We are guided by a clear vision that our community will be a one where everyone has a safe, stable, and affordable place to call home, where people take pride in where they live, where individuals from diverse backgrounds live harmoniously and where a variety of housing options exist to meet the full spectrum of community needs. [1] The Strategic Housing Plan, which has been developed through a collaborative process that was initiated with the creation of an Affordable Housing Steering Committee in March of 2024, translates that vision into actionable goals and objectives, prioritizing strategies and sequencing actions grounded in local data, expert input, and extensive community engagement.

The Plan organizes its work around four mutually reinforcing pillars designed to support affordable housing development in our community. Those pillars, Supply, Stability, Subsidy, and System target the so that new homes, lasting affordability, targeted assistance, and strong civic capacity move forward together rather than in isolation. [1][3]

How the Plan Is Organized: The Four “S’s”

- Supply: Expand the quantity and diversity of homes to meet demand and support mixed-income, mixed-use, and “missing middle” options where appropriate. [3]
- Stability: Preserve affordability over time and reduce displacement risks through ownership opportunities, preservation, and supportive programs. [3]
- Subsidy: Deploy public, private, and philanthropic resources to fill affordability gaps for households the market cannot serve on its own. [3]
- System: Build the City’s capacity, align policies and processes, and maintain accountability through transparent reporting and ongoing community engagement. [3]

What the Plan Does

At its core, the plan aims to keep Hendersonville a welcoming, livable community for people of all incomes and backgrounds by:

- Expanding the supply and diversity of homes—adding “missing middle” options, ADUs, and mixed-use/mixed-income development—so that current and future residents (including families

workers, seniors, and people with disabilities) can find attainable, well-located housin

- Strengthening stability—preserving existing affordable homes, improving housing quality, preventing displacement, and creating pathways to ownership (e.g., down-payment assistance, counseling), with particular attention to seniors, veterans, and lower-income households up to 80% AMI [9][4][8][10].

- Targeting subsidy—mobilizing grants, potential bonds, recurring local funds, and partnerships to close feasibility gaps for permanently affordable housing and to provide household-level assistance where markets fall short [9][8][6][10].

- Building the system—establishing durable organizations (community land trust, land banking), hiring specialized staff, streamlining approvals, updating codes, and committing to transparent engagement and annual reporting so progress can be tracked and trust maintained [9][8][3][10] [5].

By integrating best-practice principles (Supply, Stability, Subsidy, and System) with local data and resident priorities, the plan provides a practical, accountable path to meet today's needs and prepare for tomorrow's—adding the right homes in the right places, preserving community identity, and ensuring that prosperity is broadly shared across Hendersonville [7][6][1][4][3].

The was informed by three key inputs: a **professional needs assessment by the UNC Development Finance Initiative (DFI)**, an **expert housing policy presentation by Shane Phillips of UCLA**, and **extensive community engagement led by Fountainworks** (including listening sessions and a public survey). In essence, the plan identifies the scope of Hendersonville's housing affordability problem, sets clear goals and targets, and outlines multi-faceted strategies – from zoning reforms to funding programs – to address those needs. Below is a synthesis of how the Housing Plan aligns with and responds to the needs, expert recommendations, and public input from those source documents.

- Data-Driven Targets: The Housing Plan sets ambitious numeric goals that directly respond to the DFI needs assessment. DFI's analysis found a shortfall of roughly 2,000 affordable housing units for low- to moderate-income (LMI) households over the next five years , along with extremely low vacancy rates (under 2% for rentals) fueling the crisis. In response, the plan calls for adding about 3,000 new homes in the city by 2030, including 2,200 units reserved for LMI households . Achieving this would raise the city's share of regional housing growth to 18% and restore healthier vacancy rates (around 6% for rentals) to ease pressure . These targets show Hendersonville is proactively tackling the shortage quantified by DFI's report.

- "Supply, Stability, Subsidy (and System)" Approach: Echoing Shane Phillips' recommended framework , the plan addresses housing through a three-pronged strategy – increasing housing supply, improving housing stability, and providing housing subsidies – with the addition of a fourth pillar focused on strengthening the housing system (the city's internal capacity and partnerships). Shane Phillips had urged a balanced approach: expand housing supply through upzoning and streamlined development, protect renters and vulnerable residents for stability, and invest public resources to fill affordability gaps, implementing all simultaneously . This plan embraces this philosophy. It proposes broad zoning reforms to enable more homes ("supply"), programs to foster homeownership and permanent affordability ("stability"), new funding mechanisms and incentives ("subsidy"), and enhanced community engagement and coordination ("system"). This multi-faceted strategy was developed to avoid the pitfalls seen in high-cost cities by tackling the issue from all angles at once, as Phillips recommended.

- Community-Informed Solutions: The strategies in the Housing Plan closely reflect the priorities voiced by residents in Fountainworks' public input report. Across multiple listening sessions, community members stressed a "lack of affordable and diverse housing options" in

Hendersonville . They called for zoning changes to allow higher-density and "missin housing, support for mixed-income developments, and protection against displacem ideas are directly integrated into the plan. For example, the plan includes actions to increase allowable housing density, reduce restrictive lot standards, and permit a wider variety of housing types in residential and commercial zones . It also calls for exploring inclusionary zoning (requiring a share of affordable units in new projects) and regulating short-term rentals that pull homes off the long-term market – all measures the community indicated were important. Importantly, the plan places a strong emphasis on public education and transparency, committing to annual progress reports and ongoing outreach to build support for new housing initiatives . This responds to the Fountainworks findings that overcoming "NIMBY" resistance and misinformation through education is critical for success.

- Addressing Identified Needs and Gaps: The Housing Plan shows clear alignment with the specific needs identified by DFI and the community. For instance, DFI highlighted the housing challenges of seniors, people with disabilities, and families – noting that nearly half of city households are seniors living alone, and many low-income families struggle to find suitable homes . The plan explicitly prioritizes these groups by setting an objective to provide a variety of housing options for families, singles, retirees, and people with disabilities . Another example: DFI's assessment and public feedback underscored the impact of Hurricane Helene, which destroyed housing stock in vulnerable neighborhoods and displaced low-income residents . In response, the plan includes a dedicated objective to provide housing solutions for those displaced by catastrophic events , aiming to improve resilience against future disasters. Community members – especially in historically Black neighborhoods – feared displacement and loss of community character due to development . Acknowledging this, the plan emphasizes anti-displacement strategies like establishing a Community Land Trust to keep housing permanently affordable and community-controlled . It also proposes "community character mapping" workshops to ensure new housing fits neighborhood needs and to preserve cultural and historic identity . These measures show the plan's sensitivity to the qualitative concerns raised in the public input sessions.

- Increasing Housing Supply (Plan vs. Sources): All sources agree that increasing the housing stock is paramount. The DFI report showed Hendersonville hasn't been building enough to keep up with demand (households grew ~40% while housing units grew only ~20% in the past decade, and only a few hundred affordable units are in the pipeline) . Public survey respondents overwhelmingly recognized the shortage; rapid population growth and lack of new supply were cited as major factors driving the affordability crisis . In line with this, the Housing Plan makes expanding supply its first pillar ("Supply"). It outlines concrete steps: updating zoning codes to allow duplexes, apartments, accessory dwellings, and other multi-family or "missing middle" homes in more areas ; increasing allowable densities and building heights where appropriate; and simplifying the approval process for housing development. These efforts aim to open the door for private builders and nonprofits to create the ~3,000 new units needed. Shane Phillips had specifically urged cities like Hendersonville to "upzone" and permit more homes by-right, warning that overly restrictive single-family zoning leads to scarcity and higher prices . The plan follows this advice closely – for example, it calls for reducing minimum lot sizes and setback requirements (so more units can fit on available land) and expanding by-right development opportunities downtown and along key corridors . Community input strongly supports these changes: participants favored infill development and mixed-use projects that bring more housing while enhancing walkability and access to services . By incorporating those ideas, the plan's supply strategy is both data-driven and community-endorsed.

- Ensuring Stability and Preventing Displacement: Beyond bricks and mortar, the plan focuses on keeping people securely housed amid growth and change. Shane Phillips emphasized "housing stability" – protecting renters from sudden displacement and supporting long-term residents – as a vital complement to building new units . He advocated tools like rent stabilization and just-ca

eviction ordinances in high-cost areas . While North Carolina law currently limits suc at the local level, This plan addresses stability in other ways. First, it puts a big emp on homeownership opportunities for low- and moderate-income households, setting a goal that at least 45% of new affordable units be owner-occupied . Facilitating ownership (through land trust homes, down-payment assistance, or Habitat for Humanity partnerships) gives families a stable stake in the community and protection from rent hikes. Second, the plan's Community Land Trust (CLT) initiative directly targets long-term stability: a CLT will acquire land and maintain ownership permanently, selling or renting homes to local residents at controlled affordable prices . This ensures those homes remain affordable for future generations and that residents cannot be easily displaced by market forces. Public input played a role here too – after visiting successful CLTs in other cities, the Housing Steering Committee and local stakeholders strongly recommended pursuing a land trust model , and community members broadly supported ideas to preserve existing affordable housing and prevent displacement . Additionally, the plan calls for expanding home repair and rehabilitation assistance for low-income and senior homeowners so they can safely "age in place" in their current homes instead of being pushed out . It even anticipates needs during crises: as noted, one objective is to have rehousing plans for residents displaced by disasters (like floods or fires) . Finally, recognizing its limited authority over private leases, the city plans to advocate for state-level policy changes to empower more tenant protections (for instance, seeking legislative support for inclusionary zoning or other affordable housing tools) . By focusing on ownership, permanent affordability, and supportive programs, the plan addresses stability in ways that fit local capabilities while pushing for broader changes that Phillips and the community deem necessary.

- Affordability and Subsidy: Funding the Solutions: The "Subsidy" component of the plan acknowledges that the market alone cannot produce housing affordable to many working families, seniors on fixed incomes, or vulnerable residents. DFI's assessment underscored that over 80% of households with unmet housing needs in Hendersonville are LMI, meaning the private sector will not supply affordable units for them without incentives or assistance . The public input also reflected this reality: a significant majority of survey respondents agreed that public funds should help support affordable housing (for example, by investing in infrastructure for new homes or offering low-interest loans to housing developers) . In response, the plan outlines a proactive funding and subsidy agenda. It proposes establishing dedicated local housing funds (exploring options like a housing bond referendum or annual budget allocations), aggressively pursuing state and federal grants, and partnering with philanthropic organizations . In fact, the planning process itself was jump-started by a $100,000 grant from Dogwood Health Trust , demonstrating the kind of public-private collaboration the city seeks to continue. The plan also identifies specific subsidy programs: for instance, offering down-payment assistance or low-interest loans to help first-time homebuyers (particularly important for moderate-income workers who can afford a mortgage but struggle with upfront costs) , and expanding rehab and weatherization grants to help low-income homeowners maintain safe housing . On the development side, the city intends to use carrots (and potentially sticks, if enabled) to create affordable units – density bonuses or streamlined permitting for projects that include affordable housing, and investigating mandatory inclusion of affordable units in larger developments . Shane Phillips highlighted many of these subsidy tools, such as direct construction subsidies, rental assistance, and even property tax abatements for affordable housing projects, as essential pieces of the puzzle alongside supply and stability measures . The plan's comprehensive list of funding strategies aligns well with that advice. It effectively says: we will leverage every resource – municipal, state, federal, private – to make housing attainable, rather than expecting the market to solve it alone. Importantly, this approach had public backing: community members have voiced support for the city using funds and incentives to ensure housing for teachers, first responders, young families and others who are being priced out .

- System and Implementation – Making It Happen: Recognizing that goals and strategies mean

little without follow-through, the Housing Plan dedicates a pillar to “System” improve is about capacity-building, coordination, and accountability. This focus was influenc expert input and community expectations. Shane Phillips noted that solving housing issues requires political will and institutional capacity – essentially, local governments need to set up structures to deliver housing solutions long-term (e.g. housing authorities or dedicated staff) and to measure progress. Accordingly, This plan proposes expanding the city’s housing staff expertise, possibly by hiring a Housing Coordinator or HUD-certified specialist to oversee programs . It also calls for creating a centralized housing resource “clearinghouse” (e.g., a one-stop website or office) to help residents tap into available housing assistance, and for continuing strong partnerships with regional organizations and nonprofits . The Affordable Housing Steering Committee that guided this plan will transition into an ongoing advisory or oversight role, ensuring diverse community voices stay involved. Fountainworks’ facilitation highlighted how vital transparency and public trust are – citizens want to be kept informed and see results. In response, the plan commits to regular progress reporting and community updates. In fact, the city has already instituted a public dashboard for its strategic plan: as of late 2025, the housing strategy was about 64% complete or underway, with quarterly status reports indicating which actions are on track . This level of accountability was welcomed in the public input (residents expressed desire for more communication and education around housing efforts to build support) . Another “system” element is improving coordination of policies – for example, ensuring land use plans, infrastructure investments, and economic development initiatives align with the housing goals (so that zoning changes are supported by water/sewer capacity, transit planning, etc.). Community feedback pointed out infrastructure as a constraint on housing, and the plan addresses this by pledging to seek infrastructure grants and consider upgrades in tandem with new housing projects . Ultimately, the plan’s System pillar is about creating an environment where the other three pillars – Supply, Stability, Subsidy – can succeed. It institutionalizes the housing affordability mission within city government, which increases the likelihood that the ambitious targets set by the plan will actually be met.

What the Plan Includes

The plan brings together policy, program, and implementation tools in one coordinated framework. Specifically, it includes:

- A mission, vision, and values statement; quantified goals; and objectives that describe the outcomes residents want to see [10][5].
- Ten strategies and detailed action steps (with short-, mid-, and long-term timelines) covering: long-term organizational structures (community land trust and land banking), education and communication to build public trust, zoning and subdivision updates to enable a wider mix of housing, process improvements to speed approvals, ordinance updates to raise housing quality, capacity-building within the City, community character mapping, expanded funding capacity, household-level assistance for those up to 80% AMI, and public-private partnerships to deliver units and preserve affordability [9][8].
- A data and site-identification framework, drawing on the DFI Housing Needs Assessment, to guide where and how affordable housing can feasibly be produced and preserved, including priorities by household type, geography, and partner capacity [6].
- An implementation section with a prioritization tool (weighing cost, staff time, impact, and

community support), a reporting cadence, and an appendix with detailed action descr ensure accountability and course correction as conditions change [10][8][5].

- Cross-references to the City's broader planning and code updates (e.g., Gen H Comprehensive Plan, property maintenance standards) to align housing actions with land use, infrastructure, and neighborhood goals [9][10].

In short, the plan is both a policy document and an action manual: it sets the vision, specifies the tools, and schedules the work in a way that the public and partners can follow and help deliver [9][5].

History of the Plan

Hendersonville's housing strategy builds on several years of action, learning, and community partnership:

- 2020–2022: The City advanced affordable housing and neighborhood revitalization through a $750,000 CDBG award for Ashe Street rehabilitation, adopted a CDBG policy, funded projects like Apple Ridge, and began exploring zoning options and best practices, establishing a foundation of grants, policy development, and staff capacity [11].
- 2023: City Council identified affordable housing as a top priority and secured a $100,000 Dogwood Health Trust grant to develop a strategic housing plan; a Steering Committee representing builders, nonprofits, legal, real estate, government, and economic development was formed to guide the work [11][10].
- 2024: The City launched broad public engagement—five listening sessions (business, seniors/veterans, nonprofits, Black community, Spanish-speaking community) and a community survey—capturing lived experiences, barriers, and solutions residents wanted to see; Hurricane Helene underscored urgency and the need for resilient, affordable housing options [1][4]. The City also convened an Affordable Housing Summit in May where Shane Phillips presented the "Three S's" (Supply, Stability, Subsidy), which Hendersonville expanded to add a fourth, System (capacity and accountability) [3]. The City contracted with UNC DFI in June to conduct a Housing Needs Assessment and Site Identification Process, completed in November and presented to the Steering Committee and City Council in November–December [6]. The Steering Committee studied models (including community land trusts) and voted in September 2024 to recommend a CLT approach, informed by field visits and peer learning [11][3].
- 2025: Staff assembled the Strategic Housing Plan with goals, objectives, strategies, and actions; Fountainworks facilitated Steering Committee review and prioritization on August 22, 2025, producing an implementation sequence and confirming alignment with community input and DFI findings [3]. Throughout, the City hosted events, provided interpretation services, and made plan materials broadly accessible, reflecting an inclusive process inspired in part by lessons shared by Shane Phillips and other experts [2][3].

This record shows a plan shaped by data, community voice, expert guidance, and on-the-ground experience—evolving from early grant-driven rehabilitation projects to a citywide, system-level strategy [11][6][3].

References

[1] Affordable Housing Report - AppendixDraft

[2] Shane Phillips Transcript (AutoRecovered)
[3] Meeting Summary_Hendersonville Affordable Housing Steering Committee
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[6] Affordable Housing Needs Assessment with Narrative
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[11] CHRONOLOGY OF EVENTS AFFORDABLE HOUSING

Hendersonville's Housing Conditions, Future Need, and Community Input Summary

Current Housing Situation (DFI assessment and Shane Phillips data)

- Tight market, large unmet need: Henderson County needs an estimated 10,000 new homes over five years; within Hendersonville, at least 2,000–2,200 homes are needed specifically for low- to moderate-income (LMI) households. Vacancy rates for both rentals and for-sale homes in the City are below 2%, far under the ~7% vacancy associated with a healthy market, indicating very limited options and elevated price pressure. Since 2012, households grew about 40% while housing units grew only 20%, widening the gap. At least 2,000 renters and 600 homeowners in the City have unmet housing needs, over 80% of whom have incomes below 80% AMI. Median home prices now exceed $400,000, implying an income of roughly $120,000 to purchase a median-priced home—triple the income required a decade ago. Rents in newer properties rose about 25% post-COVID, while many older rentals face quality issues. Short-term rentals account for roughly 5% of the City's housing stock. Employers report difficulty hiring at salaries even in the $70,000–$100,000 range due to housing costs. Vulnerable housing types, especially mobile homes (about 15% of county stock), provide vital affordability but are at risk. Hurricane Helene further reduced supply, including 44 public housing units taken offline. [4]
- Market and demographic context: Population grew ~15% from 2012 to 2020; housing units increased ~20% over that period. The rental share is high (about 52.5% renter), and vacancy has tightened from 20.7% to 7.7% by 2020 (and tighter since per DFI), signaling much less slack in the market. Median rent rose ~22%, and the Zillow home value estimate rose from ~$254,000 (2020) to ~$414,000 (May 2024). The average household size fell from 2.3 to 1.9, with one-person households now about 47%—increasing demand for smaller, more affordable units. Income disparities are notable: median household income is ~$50,000, with renters around $38,000 and homeowners about $65,000. A significant portion of county housing (about 6.2%) is vacant and associated with short-term or seasonal use, further constraining long-term availability. Barriers include historically single-family-dominant zoning, rising land costs, and the need for political will and funding to support affordable housing. [10][2]
- Age structure and special needs: Approximately 45% of households have a householder age 65+, and the 75+ cohort is the largest; one in five LMI households with unmet housing needs includes a member with ambulatory or independent-living challenges. Priority need groups include older adults living alone (about 825 households), families (about 550 households, mostly renters), and younger individuals in the workforce (about 500 households). [4]

Trends Supporting Future Housing Need

- Demand continues to outpace supply: Ongoing in-migration (including retirees—about [illegible] new households) and continued household formation will sustain high demand. Construction lagged after 2008 (from ~1,300 units in 2007 to ~200 in 2010) and only recently rebounded, leaving a cumulative supply deficit. Low vacancy and rising prices/rents outpacing incomes are expected to persist without substantial new production across a range of types and price points. [2][4][10]
- Pipeline mismatches: Of roughly 5,700 units in the county pipeline, only about 330 are affordable to low-income households; 83% of rental pipeline units are in the City, but most new developments are only affordable to households at 80% AMI and above, leaving the deepest needs unserved without subsidy. [4]
- Stock conversion pressures: Short-term rentals remain material in scale—about 550 STRs in the City and ~5% of the local stock—constraining long-term availability and amplifying scarcity. Investor and second-home demand also limit options for local residents. [9][4][3]
- Shifting household composition: Smaller households and a high share of single-person households increase demand for smaller, more attainable homes (studios to two-bedrooms), “missing middle” formats, and accessible, one-level options for aging in place. [10][4]
- Disaster and resilience: Hurricane Helene damaged local housing, with many lower-income neighborhoods most affected; FEMA assistance reached thousands of local households. Replacing lost units and building in safer locations adds to future need. [4]
- Economic impacts: Employers, especially in health care and education, report recruitment and retention challenges due to housing costs, signaling broader economic stakes if supply and affordability are not addressed. [4]

Community Input Summary (Fountainworks report and appendix)

- What residents are experiencing: Widespread reports of being priced out, long waitlists, and difficulty finding safe, quality homes that align with incomes. Essential workers (teachers, nursing assistants, service staff) struggle to live where they work; seniors face rising taxes, repair needs, and limited accessible options; quality concerns persist in older rentals. Community members see STR growth, investor purchases, and zoning/infrastructure limits as reducing available homes and driving up prices. [3][6]
- What residents want: Strong support for a broader mix of housing types—apartments, accessory dwelling units (ADUs), duplexes/fourplexes, cottage courts, townhomes, modular/manufactured and tiny homes—and for mixed-income, mixed-use infill near jobs, shopping, and services, recognizing that affordability depends on combined housing plus transportation costs. Many support upzoning, overlays, and infill to expand options while preserving community character through context-sensitive design. There is broad support for local investment (infrastructure, down-payment assistance, low/no-interest loans) and for partnerships among the City, County, nonprofits, faith organizations, and private developers. [3][6][1]
- Community priorities: Solutions for certain community groups emerged repeatedly— aging in place for seniors and veterans; language access and credit/financing pathways for Spanish-speaking households; missing-middle and workforce housing with anti-displacement protections in historically Black neighborhoods; preservation of manufactured home communities.

Residents emphasized combating stigma, ensuring transparency, and sustaining pub to build trust. [3][6][1]

- Implementation feedback: Participants called for faster, clearer processes; zoning reforms that allow more by-right housing; incentives (and where feasible, mandates) for affordability; management of short-term rentals; and durable stewardship tools (e.g., community land trusts, land banking). Community input also helped reprioritize actions (e.g., moving permission for more housing types to the short term and phasing engagement tools and reporting to ensure capacity) and affirmed the need for ongoing collaboration beyond city limits. [1][3]

Together, these data and lived experiences show a present-day housing market that is undersupplied, increasingly expensive, and ill-matched to the incomes and household types prevalent in Hendersonville—conditions that, absent intervention, will intensify given demographic shifts, disaster impacts, and pipeline gaps. The community's recommendations align with evidence-based solutions and underscore both urgency and broad local support for expanding and diversifying housing, preserving existing affordability, and investing in people and places. [4][10][3][6][1]

References

[1] Meeting Summary_Hendersonville Affordable Housing Steering Committee
[2] Shane Phillips Transcript (AutoRecovered)
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Introduction to Goals, Objectives, and Strategies

This section translates Hendersonville's housing vision into clear direction: what the City intends to achieve (goals), the outcomes that define success (objectives), and the approaches and actions it will take to get there (strategies and action steps), all organized for accountability over the next five years [1][5]. It builds on the plan's guiding framework—the "Four S's" of Supply, Stability, Subsidy, and System—which adapts nationally recognized best practice (the "Three S's") to Hendersonville by adding a deliberate focus on implementation capacity and accountability [1][5][6][11].

Grounded in local data and extensive community engagement, the goals, objectives, and strategies presented here respond to documented needs and the values residents articulated through surveys, listening sessions, and stakeholder work sessions, as well as to the feasibility insights provided by the DFI Housing Needs Assessment completed in November 2024 [2][7][10]. The development of this section was further shaped by a multi-year process of grants, committee deliberations, expert presentations, and peer-city learning, ensuring that what follows reflects both community priorities and proven methods [3].

To provide a clear roadmap, this section is structured as follows:

- Goals: Five measurable, plan-wide targets aligned to the Four S's serve as benchmarks for progress and public reporting [4][5].
- Objectives: Fifteen objectives specify the outcomes Hendersonville will pursue—such as diversifying housing types, preventing displacement, expanding homeownership, and preserving existing affordable homes—to operationalize the goals [4][5].
- Strategies and Actions: Ten strategies and 40+ actions detail the policy, program, and process tools the City will deploy, each assigned to short-, mid-, or long-term timelines to sequence work and manage resources effectively [4][8][9].

Each goal, objective, and strategy in this section is traceable to the City's shared vision and to the record: community input themes (affordability, diverse housing types, community character, sustainable infill, supportive infrastructure and policy), feasibility considerations (sites, market demand, and financing gaps), and expert guidance on balancing Supply, Stability, and Subsidy while building the System to deliver results [2][7][10][11]. While homelessness is a critical, related challenge, the City will address it through a parallel strategy coordinated with county and regional partners; the goals, objectives, and strategies here focus on the broader housing system that supports affordability, quality, and choice for all Hendersonville residents [1].

Together, the elements that follow form a comprehensive, actionable, and measurable agenda—linking what the City will accomplish to how it will do so, and establishing the foundation for implementation, monitoring, and continuous community accountability [4][5][8][9].

References

[1] Final Plan Outline
[2] Affordable Housing Report - AppendixDraft

[3] CHRONOLOGY OF EVENTS AFFORDABLE HOUSING
[4] Meeting Summary_Hendersonville Affordable Housing Steering Committee
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Plan Goals

The goals section translates Hendersonville's housing vision into a concise set of measurable targets that direct policy, programs, partnerships, and investments over the next five years. Rooted in the plan's commitment that everyone should have a safe, stable, and affordable place to call home—and organized around the "four legs of the stool" (Supply, Stability, Subsidy, and System)—these goals provide the framework that links community values to concrete outcomes and establishes how progress will be tracked and reported to the public [2][3][6][8].

Goal #1 - The City will grow its percentage of households to 18% of Henderson County's Total Households over the next 5 years. To achieve this, the City will accommodate 3,047 units of the projected additional 4,300 Units needed countywide.

Goal #2 - The City of Hendersonville accommodates an additional 2,200 permanently affordable housing units to those making up to 80% AMI over the next 5 years, as identified by DFI.

Goal #3 - At least 45% of the permanently affordable units (900 units) should be fee simple/owner-occupied.

Goal #4 - The City of Hendersonville will maintain a average annual vacancy rate of 7% amongst all housing types in order to have an adequate supply of housing at all income levels.

Why These Goals Matter

- They reflect what residents said they need most—affordability, safety, accessibility, inclusion, and non-displacement—so the City's actions align with lived experience and community priorities rather than abstract benchmarks [1][5].
- They respond directly to documented conditions: tight vacancies, rising costs, and unmet demand across household types (seniors, families, people with disabilities, and the local workforce), ensuring the City focuses resources where they will have the greatest impact [10].
- They embody widely accepted housing principles—growing the right kinds of homes (Supply), protecting residents and neighborhoods (Stability), investing where the market falls short (Subsidy), and building the capacity to deliver and be accountable (System)—so efforts are comprehensive and mutually reinforcing rather than piecemeal [11][8].
- They guide decisions and resource allocation—informing zoning updates, funding choices, partnerships, and implementation sequencing—while establishing clear metrics that enable transparent monitoring, course correction, and public trust over time [2][3][6][8].

By setting these goals up front, the plan ensures a shared direction for action, connects strategies to outcomes residents care about, and creates a practical basis for accountability as Hendersonville advances toward a more affordable, equitable, and resilient housing future [2][3][6][8][10][11].

References

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Plan Objectives

To achieve its vision and goals, the strategic plan lays out a set of **objectives** that capture Hendersonville's housing priorities for the coming years. These objectives reflect both data findings and extensive community input, ensuring the plan addresses practical needs and resident concerns. Major objectives include:

- **Diversify Housing Types:** Encourage a **variety of housing options** to serve the full spectrum of residents – from single professionals and young families to retirees and those with disabilities【8】. This means fostering everything from apartments and townhomes to accessory dwelling units (granny flats) and "missing middle" housing (duplexes, triplexes, etc.) in appropriate neighborhoods【5】.

- **Expand Affordable Homeownership:** Create more **paths to homeownership** for low- and moderate-income households to improve long-term stability【8】. By increasing access to entry-level homes and assistance programs, the plan aims to help renters (including younger residents and families) buy homes and put down roots in the community.

- **Permanently Affordable Housing:** Prioritize development of housing that remains **affordable for those earning up to 80% of Area Median Income (AMI)** 【8】. This involves tools like community land trusts and deed restrictions so that a portion of new housing – whether rental or for-sale – stays affordable for future generations, not just the initial occupants.

- **Disaster Recovery and Resilience:** Provide housing solutions for residents **displaced by catastrophic events** (such as hurricanes or floods)【8】. Recent disasters like Hurricane Helene damaged many lower-income neighborhoods, taking dozens of affordable units offline 【2】. The plan addresses the need for temporary and replacement housing to ensure displaced families can remain in the community and quickly find safe housing.

- **Neighborhood Integration & Anti-Displacement: Integrate new housing** in a way that preserves neighborhood character and minimizes displacement【8】. The plan encourages mixed-income communities – so affordable units are spread throughout the city, not concentrated – and includes anti-displacement measures to help existing residents (especially in historic Black and working-class neighborhoods) stay in their homes even as improvements occur【8】【4】. This objective echoes community concerns about gentrification and the desire to maintain Hendersonville's small-city charm while accommodating growth【4】.

- **Reduce Regulatory Barriers: Lower the barriers** that hinder an adequate housing supply【8】. This means revising zoning rules, speeding up permitting, and updating codes that have limited housing construction or added costs. By reforming restrictive policies (for example, single-family zoning or onerous parking requirements), the city can enable creative, denser, and more affordable development forms【5】.

- **Promote Mixed-Use and Infill Development: Encourage mixed-use and infill projects**, especially in appropriate corridors and downtown areas【8】. This objective aligns

with the city's comprehensive plan (Gen H) and community feedback favoring vertical development and reuse of underutilized lots for housing over sprawl【5】. Mixed-use housing can revitalize commercial areas, provide convenient access to services, and protect open space by building within the existing urban footprint.

- **Support Aging in Place: Support seniors and veterans** through housing choices that allow aging in place and accessible living【4】. This includes promoting universally designed units, one-level living options, and support services so older residents and people with disabilities can remain in the community safely as their needs change. Naturally occurring affordable housing (such as older homes or mobile home communities) should be preserved and improved to continue serving as a resource for these groups【8】.

- **Preserve and Improve Existing Housing: Preserve existing affordable housing stock** and improve its quality【8】. Rather than only focusing on new units, the plan calls for rehabilitating substandard homes, extending the life of subsidized housing, and keeping naturally affordable units (older apartments, mobile homes) from being lost to redevelopment or neglect【4】. Safe, well-maintained existing housing is a crucial piece of meeting affordable housing needs.

- **Retain Local Workforce and Youth: Enable younger generations and local workers** to live in Hendersonville【8】. Many participants noted that children who grew up in Hendersonville, as well as teachers, first responders, and service industry workers, struggle to afford living there now【4】. The plan prioritizes strategies (like moderately priced starter homes, workforce rental housing, and down-payment assistance) to keep and attract these individuals, which is vital for the city's economic vitality and generational continuity.

- **Build Partnerships: Partner with employers, nonprofits, and regional agencies** to support housing initiatives【8】. Objectives emphasize collaboration with major employers (who need workforce housing), institutions like the county or Dogwood Health Trust, and nonprofits (Habitat for Humanity, housing organizations) to leverage resources and expertise【9】. A collective approach will amplify the impact of city-led efforts and create a support network for residents.

- **Advocate for Policy Changes: Support state and federal policy changes** that give the city more flexibility and resources to promote affordable housing【8】. Hendersonville recognizes some tools (like stronger tenant protections or certain funding mechanisms) may require legislative action beyond the local level. The plan includes advocating for pro-housing legislation and creative state programs to complement local strategies.

- **Community Support and Engagement: Build broad community support** for housing initiatives through outreach and education【8】. Given some public skepticism and "Not In My Backyard" (NIMBY) attitudes, the plan makes it a priority to engage residents early and often. This includes dispelling myths about affordable housing, highlighting successful projects, and ensuring citizens have a voice in housing decisions【4】. Gaining community buy-in is essential for smooth implementation of new housing developments and policies.

- **Support Local Builders and Innovators: Strengthen the local construction industry** and encourage innovative housing solutions【8】. Objectives call for helping small-scale local developers navigate the building process, possibly through technical assistance or incentives, and encouraging pilot projects (like modular homes or tiny home communities) that could demonstrate new affordable housing models【5】. By including builders on advisory boards and reducing red tape, the city can foster a more vibrant, inclusive development sector

that delivers on community needs【1】.
These objectives collectively ensure the strategic plan touches on all facets of Hendersonville's housing challenge – increasing quantity and diversity of homes, improving affordability and access, safeguarding vulnerable populations, and engaging the community. They serve as a bridge between the high-level goals and the concrete strategies that the city will pursue.

Plan Strategies

The ~~objectives~~ strategies section translates Hendersonville's housing vision into specific, measurable outcomes that guide policies, programs, and partnerships over the next five years. These objectives are grounded in the City's values and "Four S's" framework—Supply, Stability, Subsidy, and System—and are informed by local conditions, lived experiences from broad community engagement, and best-practice housing principles adapted to Hendersonville's context [4][9][2].

Why these o~~bjectives~~ strategies matter:

- They focus action where the data show the greatest need—tight vacancies, rising costs, and unmet demand among low- to moderate-income households, seniors, families with children, and residents with disabilities—so investments deliver the most impact [10].
- They ensure solutions reflect what residents asked for: a wider variety of home types, mixed-income neighborhoods, anti-displacement measures, and transparent implementation with clear accountability [1][9].
- They operationalize proven principles—expanding the supply of homes, strengthening household stability, and targeting subsidies where markets fall short—while building the City's capacity to execute, measure, and adjust over time [2][4][5].

Together, these ~~objectives~~ provide a practical roadmap that links Hendersonville's vision to on-the-ground results, aligning community priorities, empirical need, and implementable strategies into a coherent plan of action [5][9][10].

References
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Strategies and How They Work Together

This plan organizes its strategies under a unified framework—the Four S's: Supply, Stability, Subsidy, and System—so that regulatory reforms, funding tools, organizational capacity, and community engagement reinforce one another to deliver affordable, diverse, and well-located homes across Hendersonville. Each strategy is implemented through specific actions; taken together, these actions increase the number and variety of homes, protect current residents, target resources where the market falls short, and build the City's ability to execute and be accountable over time [6][11].

1. Develop long-term organizational structures for permanently affordable housing

    - What it does: Establishes durable stewards and tools—Community Land Trust (CLT), land banking, and housing authority powers—to secure sites, develop housing, and preserve affordability over generations. This institutional backbone ensures that public investments and donated/discounted land produce enduring affordability for renters and owners alike [6][7][3].

    - Link to others: The CLT and land bank are the "receiving gear" for zoning-enabled sites (Strategy 3), City funding (Strategy 8), and nonprofit/private partnerships (Strategy 10), turning opportunities into long-term affordable homes rather than one-time wins [6][7][3].

2. Education and communication to build public trust

    - What it does: Deploys engagement tools, public education, annual progress reports, and an annual housing symposium; includes local builders and tracks measurable goals. These actions cultivate informed support, reduce misinformation, and maintain transparency throughout implementation [6][1][3][7].

    - Link to others: Engagement smooths adoption of zoning updates (Strategy 3), supports neighborhood character mapping (Strategy 7), and sustains political will to capitalize the housing fund and pursue bonds (Strategy 8) [6][1][7].

3. Zoning and subdivision ordinance amendments related to housing

    - What it does: Increases by-right capacity; reduces dimensional and parking barriers; legalizes diverse housing types (e.g., Missing Middle, manufactured, tiny homes, ADUs); creates affordability incentives and studies mandates; manages short-term rentals; and supports targeted infill. These reforms unlock more sites and formats so builders (including nonprofits and small local developers) can deliver attainable homes at scale and in context-sensitive ways [6][7][3][4][5].

    - Link to others: Regulatory capacity only converts to homes when paired with streamlined processes (Strategy 4), funding (Strategy 8), and delivery partners (Strategy 10). CLT/land bank (Strategy 1) capture rezoning benefits to keep a share permanently affordable, while character mapping (Strategy 7) guides where and how infill occurs [6][7][3][4][5].

4. Improve City policies and processes

    - What it does: Streamlines approvals, right-sizes staffing, and improves interdepartmental coordination to cut soft costs and shorten time-to-permit for qualifying housing. Predictable, timely reviews are a low-cost way to make more projects pencil out, especially those

providing affordable units [6][7][3].

- Link to others: Efficiency amplifies the impact of zoning changes (Strategy 3) and City funding (Strategy 8), while better process clarity helps residents and builders engage productively through the education strategy (Strategy 2) [6][7][3].

5. Evaluate and update other ordinance requirements

- What it does: Rewrites the Minimum Housing Code, conducts cost/benefit analyses of requirements, and calibrates incentives so codes protect health and safety without unintentionally blocking attainable homes. This preserves quality while aligning rules with affordability outcomes [6][7][3].

- Link to others: Strong but workable standards complement stability programs (Strategy 9), and ordinance tuning can be targeted to the priority geographies identified through character mapping (Strategy 7) [6][7][3].

6. Build internal capacity

- What it does: Hires a HUD-certified specialist, trains staff, creates a housing resource portal, partners with technical experts, and tracks development trends. This “System” capacity ensures the City can design programs, underwrite projects, enforce standards, and report results reliably over time [6][7][1][3].

- Link to others: Capacity is the execution engine for all other strategies—necessary to stand up CLT/land bank (Strategy 1), administer funding (Strategy 8), run homeowner and renter programs (Strategy 9), and manage partnerships (Strategy 10) [6][7][1][3].

7. Community character mapping

- What it does: Uses workshops, local history, and neighborhood character maps to guide context-sensitive infill and mixed-income development while preventing cultural displacement. This aligns growth with neighborhood identity and values [6][7][4][5].

- Link to others: Character maps inform where zoning changes (Strategy 3) are applied first and how incentives (Strategy 8) and partnerships (Strategy 10) are targeted, and they depend on ongoing engagement infrastructure (Strategy 2) [6][7][4][5].

8. Increase funding capacity

- What it does: Leverages grants, evaluates a housing bond, commits recurring City funds, and utilizes federal programs (e.g., CDBG-DR/NR) to provide gap financing, preserve NOAH, and support homeowner/renter assistance. Dedicated, sustained capital closes feasibility gaps that supply-side reforms cannot bridge alone [6][7][4][3].

- Link to others: Funding enables CLT/land bank acquisitions (Strategy 1), supports deed-restricted units made feasible by zoning bonuses (Strategy 3), scales rehab and

down-payment programs (Strategy 9), and strengthens partner-led production (S
[6][7][3][4].

I. Implement individual assistance programs (≤80% AMI)

- What it does: Provides down-payment assistance, low-interest purchase/rehab loans, housing counseling, and expanded owner-occupied rehabilitation and accessibility upgrades. These stabilize current residents, create pathways to ownership, and preserve existing affordable homes [6][7][4][5].
- Link to others: Counseling and assistance draw on the City's capacity (Strategy 6) and funding (Strategy 8), complement code updates (Strategy 5), and ensure that benefits of new supply (Strategy 3) reach households most in need (goals and objectives on stability) [6][7][4][5].

10. Leverage public and private partnerships

- What it does: Coordinates with other government agencies, nonprofits for emergency housing, supports ADUs with loans and pre-approved plans, and redevelops aging affordable properties to higher-yield, mixed-income communities. Partnerships expand reach, add expertise, and accelerate delivery [6][7][4][3].
- Link to others: Partners help activate sites enabled by zoning (Strategy 3) and financed via City funds (Strategy 8), often placing units into CLT stewardship (Strategy 1). Pre-approved ADU plans pair efficiency (Strategy 4) with homeowner incentives (Strategy 9) [6][7][4][3].

How These Strategies Support the Plan's Goals and Objectives

- Advancing Supply: Zoning/subdivision reforms, process streamlining, and partnerships enable more homes of varied types—duplexes, cottage courts, ADUs, manufactured and modular—especially in serviced corridors and infill areas, supporting objectives to diversify housing and accommodate growth while maintaining neighborhood character [6][7][3][4][5].
- Strengthening Stability: Code updates, owner rehab and accessibility, anti-displacement through character mapping, and permanent affordability via CLT/land banking protect existing residents, improve quality and safety, and expand homeownership pathways—directly addressing objectives to prevent displacement and raise long-term housing security [6][7][3][4][5].
- Targeting Subsidy: Grants, bonds, recurring City funds, and federal sources fill the feasibility gap for deeply affordable units and household-level assistance, aligning with objectives to serve ≤80% AMI households and to preserve/produce affordable homes that markets alone will not deliver [6][7][4][8].
- Building the System: Dedicated staffing, training, expert partnerships, engagement infrastructure, annual reports, and measurable goals create the governance and accountability necessary to deliver at scale and course-correct—supporting objectives on transparency, community trust, and sustained implementation capacity [6][1][7][3].

Why This Integrated Approach Is Sound

- Theory of change: The plan intentionally combines the "Three S's" (Supply, Stability, Subsidy) with a fourth—System—so that adding homes does not trigger avoidable displacement,

protections are backed by resources, and the City has the organizational muscle to e
alignment reflects expert guidance that the S's must work together as a mutually reinforcing "stool," not as standalone measures [10][2][11].

- Evidence and feasibility: DFI's needs assessment and site framework ensure actions are aimed where needs and feasibility intersect (household types, target geographies, viable densities, and realistic gap financing), maximizing the return on policy and funding choices while grounding objectives in documented local conditions [8].

- Community alignment: Fountainworks' survey and listening sessions shaped the objectives (diverse housing types, anti-displacement, accessibility, mixed-use infill, transparency), and the strategies operationalize those priorities with concrete, trackable actions and timelines, sustaining trust through ongoing engagement and reporting [4][5][6][1][7].

In short, the strategies are intentionally sequenced and interlocked: rules and processes enable projects; funding and partnerships make them feasible; organizational stewards keep them affordable; community engagement and character mapping tailor them to place; and City capacity and public reporting keep the whole system accountable. Together, they advance the plan's goals and objectives to expand housing choice, protect residents, deploy subsidy wisely, and build a durable system that can deliver year after year [6][7][3][11].

References

[1] Meeting Summary_Hendersonville Affordable Housing Steering Committee
[2] Shane Phillips Transcript (AutoRecovered)
[3] CC Draft Plan
[4] Affordable Housing Report
[5] Affordable Housing Report - AppendixDraft
[6] Strategic Plan Summary
[7] Action Steps With Descriptions
[8] Affordable Housing Needs Assessment with Narrative
[10] Shane Phillips Presentation
[11] Final Plan Outline

Analysis of Strategies and Actions: Why Each Matters and How It Solves Housing Challenges in Hendersonville

This analysis walks through every strategy and action in the City's Strategic Housing Plan, explaining why it is important and how it contributes to a comprehensive solution. The through-line is the "Four S's" framework—Supply, Stability, Subsidy, and System—which integrates best-practice principles (Shane Phillips' Three S's) with Hendersonville's data and community priorities. Together, these measures address root causes (insufficient and undiversified supply), protect current residents, invest where markets fall short, and build the City's capacity to deliver results at scale and over time [11][3][4][6][9][2][5][1][8][10][7].

1. Develop Long-Term Organizational Structure to Support Permanently Affordable Housing

- **1.01 Establish a community land trust (CLT).**

  This plan calls for setting up a community land trust (CLT) in the short term【7】. A CLT is a nonprofit entity that acquires land and keeps it permanently affordable by leasing it for housing at below-market rates. This helps maintain a stock of homes (for example, affordable townhouses or cottages) that remain affordable resale after resale. Hendersonville's CLT can prioritize first-time buyers and local residents, ensuring public investments in housing serve many generations【7】

  Why it matters: CLTs remove land from speculation and preserve affordability across generations, directly addressing price pressures tied to rising land values and ensuring wealth-building via shared-equity homeownership for lower-income households. This is a cornerstone "Stability + Subsidy" tool supported by both local needs and national best practice. [6][8][9][4][11]

  How it contributes: Creates a permanent steward to hold land, ground lease homes, and enforce long affordability periods—so public investments and discounted land convert into lasting affordable units for owners and renters. It also provides a vehicle for community partnerships (faith, nonprofit, employer) and right-to-return commitments in redevelopment. [6][8][9][10]

- **1.02 Establish a community land banking system**

  By the mid-term, the city aims to create a land bank【7】. This involves identifying and acquiring vacant or underutilized properties now, so they can be reserved for future affordable housing development. A land bank can strategically assemble parcels (especially in growth areas or near downtown) and dispose of them to affordable housing developers under favorable terms. This proactive approach addresses one barrier to housing – the cost and availability of land – and gives the city more control over where and how affordable units are built.

  Why it matters: In a tightening market, assembling and holding strategic sites is how a city stays ahead of speculation and prepares a predictable pipeline for affordable development aligned with priorities (household types, locations, feasibility). [6][8][4]

How it contributes: Secures well-located parcels near services/infrastructure for mixed-income projects, making it possible to time delivery with funding cycles and sites with CLT stewardship for permanent affordability. [6][8][4]

- **1.03** City establish powers of a housing authority

  Early in the plan, Hendersonville will establish the legal powers to operate as a housing authority【7】. This move could enable the city to directly develop, own, or manage affordable housing (or partner in those roles) and apply for certain federal housing funds. Having those powers broadens the toolkit for creating and preserving affordable units (for example, the city could buy an apartment building to keep rents low).

  Why it matters: Housing authority powers expand the City's toolbox to own, finance, and operate affordable housing, crucial where deep affordability is infeasible with private capital alone. [6][9]

  How it contributes: Enables participation in federal programs, project sponsorship, and acquisition/rehab strategies—especially important for preserving NOAH and delivering deeply affordable units identified in the needs analysis. [6][9][4]

2. Develop Education & Communication Strategies to Build Public Trust

Starting immediately, the plan calls for public education on housing initiatives【7】. This means crafting a positive, fact-based narrative around housing affordability – for instance, sharing stories of who benefits from affordable housing (teachers, nurses, young professionals who grew up locally), highlighting successful mixed- income projects, and clarifying terms like "affordable," "attainable," and "workforce" housing【1】. The city can use workshops, social media, and informational materials (in multiple languages, as needed) to broaden understanding. Educating property owners about available programs, such as tax exemptions or rehab grants, is another focus so that more people can take advantage of assistance【7】. The goal is to build public trust and counteract misconceptions, as some community members initially fear that affordable housing might harm property values or neighborhood safety【5】. By proactively sharing data and examples – such as the fact that safe, stable housing improves overall community well-being – the plan aims to cultivate a supportive environment for its initiatives.

- **2.01 Develop a community engagement tool for neighborhood feedback**

  By the mid-term, the city will develop formal community engagement tools to gather neighborhood input on housing projects and policies【7】.These could include interactive online platforms, neighborhood liaison programs, or a rotating series of community meetings in different areas. The idea is to meet people where they are and solicit feedback on proposed developments or zoning changes, so that community values and concerns are considered early in the process. Such tools also serve to educate residents on housing needs and the trade-offs involved in policy decisions, fostering a more informed public discourse.

  Why it matters: Early, structured input reduces opposition, incorporates local knowledge, and aligns projects with neighborhood goals. Trust and buy-in are prerequisites for durable zoning and funding decisions. [6][1][5]

How it contributes: Produces actionable, place-specific feedback used to calibra[illegible] scale, and location; speeds approvals; and sustains political will for reforms and investments. [6][1][5]

- **2.02 Provide public education on initiatives and tax exemptions**

  Why it matters: Many residents and owners lack clear information on programs (e.g., rehab aid, senior tax relief), undermining uptake and impact. Education combats stigma and NIMBYism with facts. [6][5][2]

  How it contributes: Increases program participation, improves outcomes (e.g., successful rehabs, first-gen homebuyers), and builds a broader coalition for housing solutions. [6][5][2]

- **2.03 Produce an annual housing progress report**

  To maintain transparency, the plan will produce annual progress reports on housing metrics and program outcomes【7】. Each year, the city will publish data on how many units were built or preserved, how many families assisted, and where the city stands relative to its five-year goals. This report keeps leaders accountable and informs the public of tangible results.

  Why it matters: Transparent metrics create accountability, let the City course-correct, and build public confidence. [6][1]

  How it contributes: Tracks units produced/preserved, funds leveraged, time-to-permit, and other housing indicators, informing prioritization and resource allocation. [6][1]

- **2.04 Host an annual housing symposium**

  An annual housing symposium or summit will be hosted to bring together stakeholders – city officials, developers, nonprofits, and residents – to discuss progress, share lessons, and refine strategies【7】. This mirrors the successful Housing Summit that Hendersonville held during the planning process and institutionalizes that collaborative forum on a yearly basis.

  Why it matters: Regular convening of builders, lenders, nonprofits, employers, and residents spreads best practices and aligns efforts. [6][1][10]

  How it contributes: Accelerates partnerships and problem-solving (e.g., employer-assisted pilots, lender products for ADUs/ITIN borrowers). [6][1][10]

- **2.05 Support local small-scale developers and construction workforce**

  Why it matters: Small, infill projects and a strong local trades base are essential to deliver “missing middle” housing at scale. [6][1][5]

  How it contributes: Technical assistance and workforce partnerships grow delivery capacity, especially for scattered-site and rehab work. [6][1][5]

- **2.06 Ensure local builders are represented on boards/committees**

  Why it matters: Practitioner input improves policy feasibility and reduces unintended barriers. [6][1]

  How it contributes: Better, faster policy design and implementation that responds to field conditions. [6][1]

- **2.07 Establish and track measurable goals**

  Community engagement is not a one-off effort but a continuous loop in the plan. The city will maintain mechanisms (surveys, steering committees, public comment periods) to receive ongoing feedback as projects and policies roll out【4】. If certain strategies are not working or unintended issues arise (for example, community opposition to a particular project), the plan allows for adjustments informed by community voices. This responsiveness helps prevent roadblocks – a point raised by the steering committee, which stressed anticipating potential challenges and being ready to adapt【1】. Finally, local leadership has committed to being transparent and accountable for housing goals, meaning they will openly communicate setbacks or changes in course and celebrate successes with the public【4】

  Why it matters: Clear targets tie effort to outcomes and enable adaptive management. [6][1]

  How it contributes: Keeps the whole system focused on production, preservation, and affordability levels. [6][1]

3. Zoning & Subdivision Ordinance Amendments Related to Housing

- **3.01 Increase allowable density in appropriate locations**

  The city plans to increase allowable residential densities in appropriate areas【7】. This means zoning changes to let more units be built per acre – for instance, allowing small apartment buildings, townhomes, or cottage clusters on lots that formerly only permitted one single-family house. Higher-density infill development will be steered toward places with infrastructure and walkability (such as downtown, commercial corridors, and transit-adjacent sites) to create vibrant, mixed-use neighborhoods and protect rural open space【5】. By broadly upzoning targeted zones, Hendersonville can welcome new housing without drastically altering neighborhood character lot-by-lot, and avoid land price spikes that happen when only a few parcels are eligible for growth【10】

  Why it matters: When demand outpaces supply, prices rise. Adding homes—especially near jobs/services—reduces cost pressures and transportation burdens. [6][11][4]

  How it contributes: Unlocks production capacity in serviced corridors/centers, supporting mixed-use, walkable growth consistent with community input. [6][5][2]

- **3.02 Reduce dimensional standards (lot size, setbacks, frontage)**

  Along with use changes, the plan will ease certain development standards – for example, reducing minimum lot sizes, setbacks, and parking requirements that can unnecessarily limit the number of units or add costs【7】. Smaller lot and yard requirements enable cottage courts or townhomes on land that would otherwise hold only one house. Lower parking minimums (especially in walkable areas or for senior and affordable housing) can free up land and budget for additional units or green space, acknowledging that not all households have multiple cars. These tweaks make it easier to achieve the higher densities envisioned, while still respecting safety and design considerations.

Why it matters: Overly large lots and setbacks constrain infill and raise per-unit land costs. [6][11]

How it contributes: Enables cottage courts, townhomes, and small apartments on previously infeasible parcels, boosting attainable supply. [6][11]

- **3.03 Support integrated "Missing Middle" housing**

  Today, many residential areas are restricted to single-family homes; by removing those prohibitions, the city can promote "missing middle" housing that fits gently into neighborhoods and offers more affordable choices.

  Why it matters: Hendersonville's household sizes are shrinking; demand is strong for duplexes, triplexes, townhomes, and small apartments that fit neighborhood fabric. [6][4][2][5]

  How it contributes: Diversifies choices and price points without requiring large parcels or heavy subsidy. [6][4][2]

- **3.04 Establish affordable housing incentives (density/height bonuses)**

  To leverage the private market, the plan introduces affordable housing incentives into zoning【7】. For instance, developers might receive density bonuses, height waivers, or fee reductions if they include a certain percentage of below-market-rate units in their projects【7】. Such incentives encourage mixed-income developments and expand affordable rental opportunities without direct public expenditure.

  Why it matters: Incentives help private projects include rent-restricted units where mandates are limited by state law. [6][9]

  How it contributes: Produces on-site affordable homes and mixed-income outcomes in market-rate projects. [6][9]

- **3.05 Explore affordable housing mandates (inclusionary zoning)**

  The plan also leaves room to explore inclusionary zoning mandates in the mid-term【7】– a policy that would require larger developments to set aside a share of units as affordable (or pay into a housing fund). While state law can affect these tools, Hendersonville intends to at least study their feasibility, reflecting strong community support for requiring developers to contribute to the affordable supply【4】.

  Why it matters: Where legally feasible, inclusionary tools can secure affordability in strong markets. [6][11]

  How it contributes: Ensures a steady stream of below-market units and contributions to a housing fund. [6][11]

- **3.06 Regulate short-term rentals (STRs)**

  In response to concerns that short-term vacation rentals (e.g. Airbnb) are removing homes from the local market, the plan includes actions to regulate and manage short-term rentals【7】. Potential measures are limits on short-term rental permits, or controlling their location. By controlling short-term rentals, the city hopes to return some units to year-round housing us

and prevent investor-driven price surges – an issue raised frequently in commun【5】

Why it matters: STR growth can remove homes from the long-term market; right-sizing policy protects resident housing options. [6][5][4]

How it contributes: Returns units to year-round use and stabilizes rents in tight sub-markets. [6][5]

- **3.07 Increase by-right development**

  Why it matters: Discretionary processes add delay and risk, increasing costs and killing marginal projects. [6][11]

  How it contributes: Predictable, administrative approvals shorten timelines and sharpen pro forma feasibility. [6][11]

- **3.08 Permit more housing types (manufactured, tiny, modular)**

  The plan commits to legalizing a wider range of housing types citywide【7】. This includes permitting duplexes, triplexes, fourplexes, accessory dwelling units (garage or backyard apartments), modular homes, tiny houses, and manufactured homes in more zones【7】【5】. Community members specifically voiced support for alternatives like tiny homes and modular construction as creative solutions for affordability【5】. Embracing these housing types can provide options at different price points and for different life stages without requiring large subsidies.

  Why it matters: Alternative formats can deliver lower construction costs and accessible entry-level homes. [6][2][5]

  How it contributes: Expands choices for seniors, workforce, and first-time buyers; supports aging in place. [6][2]

- **3.09 Support infill per the Gen H comprehensive framework**

  Why it matters: Aligning housing and land use targets resources where infrastructure exists, limiting sprawl. [6][9]

  How it contributes: Focused infill yields more units, lower costs, and better access to services—key to affordability. [6][9]

4. Improve City Policies & Processes

- **4.01 Reduce approval timelines**

  Simplifying and speeding up the permitting process is another regulatory reform in the plan【7】. The city will review its development review procedures to eliminate unnecessary delays and ensure adequate staffing for quicker turnaround on projects【7】. When approvals are predictable and efficient, developers (including nonprofits and small builders) can bring housing online faster and at lower cost, which ultimately benefits affordability. The Affordable Housing Steering Committee even recommended moving this action to the earliest phase of

implementation, underscoring its importance for jump-starting housing productio

Why it matters: Time is money; long reviews inflate costs that flow to rents and prices. [6][1][11]
How it contributes: Cuts soft costs, encourages applications for affordable/mixed-income projects, and brings units online faster. [6][1][11]

- **4.02 Right-size staffing levels**

  Why it matters: Housing reforms raise application volumes and complexity; undersized teams cause backlogs. [6][1]

  How it contributes: Adequate permitting/inspection capacity sustains predictable service levels and quality enforcement. [6][1]

- **4.03 Increase efficiency (interdepartmental coordination)**

  Why it matters: Siloed workflows cause rework and delay. [6][1]

  How it contributes: Clear checklists, digital tracking, and coordinated reviews shorten the path to yes for compliant projects. [6][1]

5. Evaluate Other Ordinance Requirements

- **5.01 Rewrite the minimum housing code**

  Why it matters: Aging stock and substandard rentals threaten health/safety and erode affordability via deferred maintenance emergencies. [6][5]

  How it contributes: Modernized standards and targeted enforcement improve quality, preserve NOAH, and support tenant stability. [6][5]

- **5.02 Cross-departmental cost/benefit analysis of requirements**

  Why it matters: Some well-intentioned rules (e.g., excessive parking, design mandates) can price out attainable homes. [6][11]

  How it contributes: Data-driven adjustments keep health/safety protections while removing unnecessary cost drivers. [6][11]

- **5.03 Identify incentives for Category 1–3 housing**

  The plan explores financial incentives to encourage the creation of affordable units. This might involve waiving or reducing development fees for affordable housing projects as an example. The community input process suggested using local tax dollars to support housing (e.g. infrastructure or loan subsidies) and offering tax relief to low-income seniors to ease their cost burden【5】. In response, the plan includes studying incentive policies that align with those ideas, ensuring public funds are used where they have the greatest impact (such as lowering the cost of building or preserving affordable homes) but in accordance with applicable laws.

  Why it matters: Different income bands require different tools; one size rarely fits all. [6]

How it contributes: Calibrated incentives get the most affordable units per public income tiers. [6]

6. Build the Internal Capacity of the City (System)

- **6.01 Hire a certified HUD housing specialist**

  To drive implementation, the plan includes building internal capacity by hiring at least one housing specialist (such as a certified HUD housing specialist)【7】. This staff member will focus full-time on housing programs – coordinating projects, securing grants, and liaising with developers and nonprofits. In addition, existing staff will receive training in affordable housing policies and tools【7】. Strengthening the city's expertise ensures the ambitious plan has the human resources behind it to succeed.

  Why it matters: Residents need counseling to become mortgage-ready; programs need expert administration. [6][9]

  How it contributes: Increases successful home purchases, program compliance, and equitable access (e.g., language support). [6][9]

- **6.02 Strategically support staff training**

  Why it matters: Implementing new tools (CLT, land bank, incentives) demands up-to-date skills. [6]

  How it contributes: Better underwriting, monitoring, and enforcement across the portfolio. [6]

- **6.03 Establish a City clearinghouse for housing resources**

  Why it matters: Fragmented information deters eligible households from aid. [6][5]

  How it contributes: A one-stop portal improves uptake for DPA, rehab, and landlord/tenant resources. [6][5]

- **6.04 Partner with housing experts (e.g., DFI)**

  Why it matters: Feasibility, site vetting, and deal structuring are specialized; external experts extend capacity. [6][4]

  How it contributes: Targets dollars to viable, high-impact projects and informs policy calibration with market intelligence. [6][4]

- **6.05 Track development trends and KPIs**

  Why it matters: Markets shift; data must lead. [6][1]

  How it contributes: Quarterly metrics drive timely course corrections and transparent reporting. [6][1]

7. Perform Community Character Mapping

- **7.01 Community workshops**
  Why it matters: Co-creating neighborhood visions builds legitimacy and reduces conflict. [6] [5][2]

  How it contributes: Produces place-specific guardrails (scale, form, transitions) that enable gentle density with community support. [6][5][2]

- **7.02 Document community history**

  Why it matters: Historic neighborhoods face displacement risks. [6] [5]

  How it contributes: Embeds preservation/recognition into redevelopment and ENABLES right-to-return preferences. [6][5]

- **7.03 Compile character maps**
  Why it matters: Policy without maps is abstract; maps guide real siting and form decisions. [6]

  How it contributes: Directs infill/zoning incentives to appropriate places and supports predictable, context-sensitive approvals. [6]

8. Increase Funding Capacity (Subsidy)

- **8.01 Leverage public and private grants**

  Hendersonville will aggressively pursue federal, state, and private grants to support housing projects【7】. For example, the plan notes opportunities with Community Development Block Grant-Disaster Recovery (CDBG-DR) funds (for rebuilding housing lost to disasters), Community Development Block Grant- Neighborhood Revitalization funds, and partnerships with philanthropic organizations like Dogwood Health Trust【7】【9】. Early wins have already been achieved – the city secured grants for a housing needs study and an affordable housing project on Ashe Street【9】 – and the plan calls for continuing to seek such external funding. By leveraging outside dollars, Hendersonville can multiply its impact without bearing the full cost on local taxpayers.

  Why it matters: Grant dollars stretch local funds and are critical for deeper affordability. [6] [10][4]

  How it contributes: Funds acquisition, gap financing, rehab, and services; pairs with CLT/land bank to lock in permanence. [6][10][4]

- **8.02 Establish a housing bond**

  A voter-approved bond could inject a large one-time capital infusion (potentially millions of dollars) into the housing fund to jump-start construction and land purchases【7】. These local funds are crucial to match state
  and federal grants and to signal the city's commitment to the plan's goals.

  Why it matters: One-time, large-scale capital can jump-start production/preservation at meaningful scale. [6][9]

  How it contributes: Finance-ready pipeline plus bond proceeds = hundreds of affordable un

and preserved homes. [6][9]

- **8.03 Public and private grant funding for bricks and mortar projects**

  Why it matters: Construction costs outpace what affordable rents support; capital grants close the gap. [6][4]

  How it contributes: Makes deeply affordable and supportive projects pencil, especially post-disaster rebuilds. [6][4]

- **8.04 Commit annual City funds**

  The strategy includes having the City commit recurring annual funding to housing initiatives【7】. Even modest contributions each year (for instance, dedicating a percentage of general fund or sales tax revenue) will build a reliable funding stream for programs like down payment assistance or property acquisition. Regular budgeted funds also help maintain staffing (like the housing specialist) and cover operating costs of new programs. This institutionalizes housing as a city priority long-term, rather than a one-time project.

  Why it matters: Predictable local dollars enable steady program delivery and match requirements. [6][10]

  How it contributes: Stabilizes DPA, rehab, and NOAH preservation; signals sustained commitment to partners. [6][10]

- **8.05 Utilize CDBG-DR**

  Hendersonville will aggressively pursue federal, state, and private grants to support housing projects【7】. For example, the plan notes opportunities with Community Development Block Grant-Disaster Recovery (CDBG-DR) funds (for rebuilding housing lost to disasters), Community Development Block Grant- Neighborhood Revitalization funds, and partnerships with philanthropic organizations like Dogwood Health Trust【7】【9】.

  Why it matters: Disaster recovery is a housing strategy when low-income neighborhoods are hit hardest. [6][10][4]

  How it contributes: Replaces damaged stock with resilient, affordable units; supports relocation and right-to-return. [6][10][4]

- **8.06 Utilize CDBG-NR**

  Early wins have already been achieved – the city secured grants for a housing needs study and an affordable housing project on Ashe Street【9】 – and the plan calls for continuing to seek such external funding. By leveraging outside dollars, Hendersonville can multiply its impact without bearing the full cost on local taxpayers.

  Why it matters: Neighborhood revitalization grants fund small but high-impact rehab and infrastructure. [6][10]

  How it contributes: Improves safety/quality and preserves naturally affordable homes. [6][10]

9. Implement Individual Assistance Programs (≤80% AMI)

- **9.01 Down-payment assistance (DPA)**

  To boost homeownership, the plan proposes an individual subsidy program offering down payment or second-mortgage assistance to homebuyers with moderate incomes【7】. By helping local renters buy their first home (through low-interest loans or grants), the city can make homeownership attainable for those who can afford monthly payments but struggle with upfront costs. This not only stabilizes those families but also frees up rental units for others. The plan schedules this program for the mid-term, allowing time to set up funding sources and program administration【7】.

  Why it matters: Up-front costs block otherwise viable buyers; renters have lower median incomes than owners. [6][4]

  How it contributes: Converts rent payers into owners, building stability/wealth and freeing rentals for others. [6][4]

- **9.02 Low-interest loan options (purchase/rehab)**

  The plan also seeks to engage local banks and lenders to expand access to credit for homebuyers and small developers. Some residents expressed that they have trouble getting mortgages【4】. By partnering with financial institutions, the city can encourage or underwrite loan programs that serve these groups – for example, guaranteeing a portion of certain loans or convening banks to create a shared risk pool. Similarly, the city can help de-risk development loans for affordable housing or provide seed money that attracts private investors into mixed-income projects. Mobilizing private capital alongside public money will be key to reaching the scale of investment needed for thousands of new units.

  Another action is to develop low-interest loan options for home repairs and improvements, especially for low-income and senior homeowners【7】. Many older homes in Hendersonville need repairs to be safe and livable, and seniors on fixed incomes may defer maintenance due to cost. A revolving loan fund or forgivable loan program can finance critical repairs (like fixing roofs or adding accessibility features) and thereby preserve affordable homes that are already in the community【5】. Additionally, loans could help homeowners construct accessory dwelling units (ADUs) on their property, creating more rental housing – essentially a partnership where the city aids homeowners in becoming part of the affordable housing solution【7】.

  Why it matters: High rates and credit barriers (including for ITIN borrowers) limit access. [6] [5]
  How it contributes: Makes safe rehab and attainable purchases feasible for LMI households and seniors aging in place. [6][5]

- **9.03 Housing counseling and ownership-readiness**

  The plan recognizes the importance of housing counseling services to prepare residents for renting or owning homes【7】. Actions include offering homebuyer education workshops, financial literacy classes, and tenant counseling. These services, possibly delivered via nonprofit partners or a city housing office, will help people improve credit, understand the homebuying process, and navigate landlord-tenant issues. By the mid-term, the goal is to have formal counseling and “ownership-readiness” programs in place as an integral support system for sustainable housing【7】.

Why it matters: Financial literacy and credit repair increase sustainable homeowr reduce foreclosure risk. [6]

How it contributes: Improves loan performance and program accessibility (multilingual access, first-gen focus). [6]

- **9.04 Expand owner-occupied rehab**

To improve existing units, the plan will expand owner-occupied housing rehabilitation assistance【7】. This could involve increasing funding to programs that help low-income homeowners fix code issues or weatherize their homes (for energy efficiency). By year 3–5, the city aims to significantly increase the number of homes rehabbed annually【7】. This strategy extends the life of affordable homes, enhances safety, and supports seniors aging in place. It also preserves the city's older housing stock, which tends to be more affordable than new construction.

Why it matters: Preserving existing affordable homes is often faster and cheaper than building new—and critical for seniors/disabled residents. [6][4][5]

How it contributes: Extends the life of NOAH, protects health/safety, and prevents displacement. [6][4][5]

10. Leverage Public and Private Partnerships

- **10.01 Provide emergency housing support services (with nonprofits)**

Partnering with nonprofits to offer emergency housing services – such as shelter or rapid rehousing for people in crisis – as a complement to the city's longer-term housing solutions【7】. By formalizing these partnerships, the plan taps into community organizations' strengths and spreads responsibility for housing across sectors. Also, While the plan is not a homelessness plan per se, it does touch on preventing homelessness through **rental assistance** and **eviction prevention** efforts. Partnering with agencies like Pisgah Legal Services, the city intends to support programs that provide emergency rent or utility aid, mediation between landlords and tenants, and legal assistance to prevent unjust evictions【5】. Keeping at-risk families housed is far more cost-effective and humane than dealing with homelessness after the fact, and it aligns with the plan's stability value.

Why it matters: Disasters and sudden crises push vulnerable households into homelessness; immediate response prevents long-term harm. [6][10][4]

How it contributes: Rapid rehousing, shelter, and case management stabilize families while permanent solutions are developed. [6][10][4]

- **10.02 Low-interest loans for homeowners to build ADUs/affordable rentals**

Why it matters: Homeowners can be micro-developers if capital and templates are accessible. [6][5]

How it contributes: Adds gentle density, income for owners (stability), and new, more affordable rentals citywide. [6][5]

- **10.03 Pre-approved ADU building plans**

  Why it matters: Standard plans cut design/time costs and simplify permits. [6]

  How it contributes: Scales ADU delivery and expands by-right capacity into actual units on the ground. [6]

- **10.04 Redevelop existing affordable housing**

  Why it matters: Some properties are obsolete or damaged; thoughtful redevelopment can add units and quality while honoring existing residents. [6][4]

  How it contributes: Replaces low-yield sites with higher-yield mixed-income communities; pairs with CLT/land bank and right-to-return. [6][4]

- **10.05 Regional and Cross-Jurisdictional Collaboration**

  Acknowledging that housing markets cross city lines, Hendersonville's plan looks to collaborate with Henderson County and regional bodies. This may include coordinating on grant applications (for example, the city successfully obtained a Dogwood Health Trust grant for planning)【9】, aligning with county efforts to address homelessness, and sharing resources or best practices with neighboring jurisdictions. Such collaboration helps maximize resources and ensures strategies are complementary rather than working at cross purposes.

  Why it matters: Housing issues do not follow jurisdictional lines, and therefore must be addressed in collaboration with other local governments in our region.

  How it contributes: Such collaboration helps maximize resources and ensures strategies are complementary rather than working at cross purposes.

Integrated Impact: How These Pieces Solve the Housing Problem

- Supply: Zoning and process reforms (Strategy 3 and 4), site control (Strategy 1), ADUs (Strategy 10), and funding (Strategy 8) collectively translate capacity into thousands of new, context-sensitive homes that better match household sizes and incomes. [6][11][4][2][5]
- Stability: Code updates, preservation/rehab, CLT stewardship, and counseling/DPA (Strategies 1, 5, 9) keep current residents safely housed and build pathways to ownership. [6][4][5]
- Subsidy: Grants, bonds, CDBG-DR/NR, and calibrated incentives (Strategy 8 and 3.04/3.05) fill feasibility gaps for deeply affordable units and household-level aid. [6][4][10]
- System: Staffing, training, KPIs, engagement tools, and annual reporting (Strategies 2 and 6) ensure accountable delivery, sustained public support, and timely adjustments as market conditions evolve. [6][1][10]

This coordinated, evidence-based approach—grounded in DFI's needs analysis, the community's priorities, and the Three S's—addresses both root causes and symptoms of unaffordability, building

durable housing ecosystem where Hendersonville residents at all income levels can find a good home. [4][2][5][11][6][1][9][8][10][7]

References

[1] Meeting Summary_Hendersonville Affordable Housing Steering Committee
[2] Affordable Housing Report - AppendixDraft
[3] Shane Phillips Transcript (AutoRecovered)
[4] Affordable Housing Needs Assessment with Narrative
[5] Affordable Housing Report
[6] Strategic Plan Summary
[7] Final Plan Outline
[8] Action Steps With Descriptions
[9] CC Draft Plan
[10] CHRONOLOGY OF EVENTS AFFORDABLE HOUSING
[11] Shane Phillips Presentation

References

[2] Affordable Housing Needs Assessment with Narrative
[4] Affordable Housing Report
[5] Affordable Housing Report – Appendix Draft
[7] Strategic Plan Summary
[8] CC Draft Plan
[11] Final Plan Outline

Implementation

This strategic housing plan is action-oriented, pairing each initiative with an **implementation timeline** and establishing systems for **monitoring** progress. Over the five-year span, the plan details what should happen in the **short-term (years 1–2)**, **mid-term (years 3–4)**, and by the **long-term (year 5)**【1】【7】. This phased approach helps manage resources and allows mid-course corrections. Key timeline elements include:

- **Short-Term Actions (1–2 Years):** The plan's initial phase focuses on high-impact foundational steps that set the stage for larger projects. In the first two years, Hendersonville will launch the community land trust, formally obtain housing authority powers, and initiate priority **zoning reforms** to allow more housing types by-right【7】. Early zoning amendments (such as permitting duplexes and ADUs and raising density limits) are intentionally front-loaded to stimulate private development soonest. Short-term actions also include kicking off public education efforts, convening the first annual housing summit, and beginning to streamline development approvals (e.g. improving the permit process and adding staff capacity)【1】【7】. These quick wins demonstrate momentum and start addressing the housing shortage while longer-term programs ramp up.

- **Mid-Term Actions (3–4 Years):** In the middle years, larger initiatives and programs come

online. By year 3 or 4, the city expects to have the **land banking program** operat consider adopting more complex policies like inclusionary zoning if feasible【7】. Mid-term is also when significant funding measures materialize – for instance, placing a **housing bond** referendum before voters or allocating substantial budget funds to the housing trust fund【7】. Housing assistance programs such as down payment assistance and housing counseling are slated to be fully launched in this period as well【7】. Additionally, the city will continue refining ordinances (like completing a comprehensive rewrite of the minimum housing code to strengthen enforcement of rental housing quality) and will use the results of early community engagement to do **community "character mapping."** Character mapping involves working with residents to document each neighborhood's vision and priorities, guiding where and how new development should occur so that it enhances community character rather than detracts from it【7】. Completing these actions by year 4 positions the city to begin seeing tangible outcomes – hundreds of new units approved or built, a pipeline of affordable projects in development, and measurable improvements in housing conditions.

- **Long-Term Actions (Year 5 and Beyond):** By the fifth year, the plan aims to culminate in several capstone achievements. These include finalizing **community character maps** for all neighborhoods (a tool that will inform the next comprehensive plan or future zoning changes)【7】, rolling out any remaining programs (such as a library of pre-approved ADU building plans to make it easier for homeowners to add backyard cottages)【7】, and possibly **redeveloping an aging affordable housing site** into a higher-density, modern development in partnership with a nonprofit or housing authority【7】. Year 5 is also when the city will evaluate the need to renew or update the strategic housing plan. The expectation is that by then, many short- and mid-term projects will be completed or institutionalized, and Hendersonville can set new targets based on the progress made (for example, if the 3,000 new units goal is on track or achieved).

Throughout all phases, the plan includes rigorous monitoring and evaluation. A set of Key Performance Indicators (KPIs) will track outcomes such as number of units permitted, number of affordable units created or preserved, funds spent or leveraged, vacancy rates, and the share of cost-burdened households【8】. City staff will update these metrics regularly and use an internal dashboard to flag whether actions are "on track" or need attention【8】. The annual housing report mentioned earlier is a critical transparency tool in this monitoring process, allowing officials and the public to see if the strategy is working as intended. If certain metrics fall short (for instance, if vacancy rates remain extremely low despite new construction), the plan mandates a review to diagnose issues and adjust tactics accordingly. Essentially, implementation is treated as a dynamic process – guided by the timeline but responsive to real-world results and challenges. This built-in flexibility and accountability means the strategic plan is not a static document on a shelf; it is a living roadmap that the city will actively manage over the five-year period

Conclusion

In summary, This Strategic Housing Plan is a well-rounded response to the city's housing challenges – and it didn't emerge in a vacuum. The **DFI needs assessment** provided a factual foundation, quantifying the housing gap and spotlighting urgent needs, which directly shaped the plan's targets and focus areas. The **Shane Phillips presentation** contributed a clear framework (Supply, Stability, Subsidy) and a sense of urgency, much of which is reflected in the plan's structure (with the city adding a fourth "System" pillar to ensure implementation). Perhaps most importantly, the **Fountainworks public engagement report** infused the plan with on-the-ground perspectives and community-preferred solutions, from upzoning and mixed-income development to senic

friendly housing and anti-displacement measures. The resulting Housing Plan Summary is highl with these inputs: it seeks to increase housing choice and quantity, keep homes affordable and secure, invest public resources wisely, and do it all in partnership with the community.

Going forward, the true measure will be execution. But residents can take heart that this plan was **built on local data, expert guidance, and their own voices** – giving it a strong chance of making a meaningful difference. As Hendersonville implements the plan's 46 action steps in the coming years, continued community involvement and adaptive management (adjusting strategies as conditions change) will be key. By staying aligned with the principles and insights that shaped this plan, Hendersonville is positioned to move toward its vision of "a community where everyone has a safe, stable, and affordable place to call home."

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell **MEETING DATE:** December 4,2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Human Resources

TITLE OF ITEM: Reclassification of the ERP Business Analyst position to Software Developer position, *Jennifer Harrell, HR Director*

SUGGESTED MOTION(S):

I move City Council adopt the Software Developer position as presented.

SUMMARY:

Staff has re-evaluated the ERP Business Analyst position to broaden the job description to allow the position to assist all departments with software and other IT responsibilities. The position will be classified in grade 21 of the City of Hendersonville's pay scale.

Is this expenditure approved in the current fiscal year budget? 0.00

If no, describe how it will be funded.

ATTACHMENTS: Software Developer job description

City of Hendersonville, NC

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Software Developer

Department: **Information Technology**

Pay Grade: **21**

FLSA Status: **Exempt**

JOB SUMMARY

Responsible for maintaining the reliability, performance, security, and continuity of IT systems, as well as ensuring that excellent technical support services are provided.

Employees in this role are responsible for completing ongoing software integration projects (including Oracle-related systems), assist in streamlining communication between internal applications (e.g., CityWorks), and help develop new internal tools and solutions. The role also includes hands-on support in IT operations, such as networking, workstation troubleshooting, and VOIP system maintenance. This position will report to the IT Manager.

ESSENTIAL JOB FUNCTIONS

- Assist with the completion and maintenance of Oracle-based software integrations
- Work on facilitating communication between municipal applications, including CityWorks and other legacy or vendor-managed platforms
- Develop and maintain internal tools or utilities to improve city operations (primarily using C#, SQL, and related technologies)
- Analyzes, tests, debugs, implements, maintains, integrates, customizes, and enhances existing or new systems.
- Collaborating with management, external consultants, end users and other stakeholders
- Creating user guides, training curriculum, policies and other pertinent documentation for internal and external partners
- Researching, troubleshooting and mitigating system issues
- Performing business systems and workflow analysis, and disseminating technical communications
- Develop strategies for current and future business processes flows to best utilize system functionality.

- Provide general IT support, including workstation troubleshooting, printer and network support, and VOIP phone system assistance
- Participate in department-wide planning, testing, and deployment of new software and hardware solutions
- Work both independently and collaboratively across departments to assess needs and implement technology solutions

QUALIFICATIONS

Education and Experience:

The formal education equivalent of a bachelor's degree in computer science, information technology, or related area; plus three years of experience in computer science, information technology, ERP, or related area. Other job-related education and/or experience may be substituted for all or part of these basic requirements.

Special Qualifications:

- Possession of a valid driver's license to operate a motor vehicle. Requirement exists at the time of hire and as a condition of continued employment.

Knowledge, Skills and Abilities:

- Knowledge of C# and .NET frameworks
- Knowledge of SQL (Microsoft SQL Server or Oracle SQL)
- Knowledge of basic networking concepts (TCP/IP, DNS, DHCP, etc.)
- Knowledge of Oracle applications or database systems
- Knowledge of CityWorks or other municipal management platforms
- Knowledge of VOIP systems and Windows-based network environments
- Ability to communicate effectively with non-technical staff
- Detail-oriented with solid documentation habits
- Working knowledge of relational database concepts and familiarity with SQL query writing and analysis.
- Ability to work independently and in a team environment in pursuit of broad goals and objectives.
- Knowledge of processes and methodologies used to support large complex business enterprise systems.
- Strong analytical skills with demonstrated ability to synthesize complex and diverse information, collect and researches data, and design complex work flows and procedures.
- Advanced problem-solving skills. Ability to identify and resolve problems in a timely manner, gather and analyze information skillfully, develop alternative solutions and work well in group problem solving situations.
- Planning and organization/Project Management Skills. Ability to independently coordinate multiple projects and tasks (determine relative importance of each; prioritize

and plan work activities; set appropriate deadlines to complete activities accordingly); effectively manage time and resources; set and achieve goals and objectives.

- Teamwork and issue resolution skills. Ability to balance team and individual responsibilities, support every team member's effort to succeed, and obtain resolution by team consensus when differences in business processes are discussed.
- Excellent oral and written communication skills. Ability to speak clearly and persuasively, based on system knowledge, in positive or negative situations, respond well to questions, demonstrate group presentation skills, participate in meetings, write clearly and informatively, ability to vary writing styles to meet needs and present numerical data effectively.
- Demonstrated ability to serve as liaison between business and technical teams.
- Effective decision-making skills
- Problem solving and negotiation skills.

PHYSICAL DEMANDS

Work in this classification is defined as light work requiring the physical exertion of up to 10 pounds of force occasionally and a negligible amount of force constantly to move objects. Physical demands require climbing, crouching, crawling, standing, walking and lifting. Vocal communication is required for responding to inquiries, expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels. Visual acuity is required for extensive reading, to prepare and analyze written or computer data, determine the accuracy and thoroughness of work, and observe general surroundings and activities.

WORK ENVIRONMENT

Work is primarily performed in an office with a controlled environment without exposure to harmful conditions.

The City of Hendersonville has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Devin Owen **MEETING DATE:** December 4, 2025

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

TITLE OF ITEM: Resolution to Appoint Designated Agents for a Hazard Mitigation Grant Program Application to Support the Wastewater Treatment Facility Flood Mitigation Project – *Devin Owen, Utilities Engineer*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City Council to Appoint a Primary and Secondary Agent for a Hazard Mitigation Grant Program Application to Support the Wastewater Treatment Facility Flood Mitigation Project.

SUMMARY:

The North Carolina Division of Emergency Management (NCEM) is accepting Hazard Mitigation Grant Program (HMGP) applications through December 15th, 2025. The City has already submitted a Letter of Interest and Pre-Application for this grant program, and staff is recommending to submit a full application to support the Wastewater Treatment Facility Flood Mitigation Project. A resolution appointing Designated Applicant's Agents by the Utility governing board, Hendersonville City Council, is required for the grant application.

BUDGET IMPACT: N/a

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

If no, describe how it will be funded.

ATTACHMENTS:

1. Resolution

RESOLUTION
DESIGNATION OF APPLICANT'S AGENT
North Carolina Division of Emergency Management

Organization Name (thereafter named Organization) City of Hendersonville	Disaster Number DR-4827
Applicant's State Cognizant Agency for Single Audit purposes (If Cognizant Agency is not assigned, please indicate): N/A	
Applicant's Fiscal Year (FY) Start: 2025 Month: July	Day: 01
Applicant's Federal Employer's Identification Number: 56 - 6001242	
Applicant's Federal Information Processing Standards (FIPS) Number: 37-30720	

PRIMARY AGENT	SECONDARY AGENT
Agent's Name Adam Steurer	Agent's Name Brent Detwiler
Organization City of Hendersonville	Organization City of Hendersonville
Official Position Utilities Director	Official Position Assistant City Manager
Mailing Address 305 Williams St	Mailing Address 305 Williams St
City, State, Zip Hendersonville, NC 28792	City, State, Zip Hendersonville, NC 28792
Daytime Telephone 828) 233-3207	Daytime Telephone (828) 697-3060
Facsimile Number	Facsimile Number
Pager or Cellular Number	Pager or Cellular Number

BE IT RESOLVED BY the governing body of the Organization (a public entity duly organized under the laws of the State of North Carolina) that the above-named Primary and Secondary Agents are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as otherwise available. BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the Organization in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and **the assurances printed on the reverse side hereof**. BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.

PASSED AND APPROVED this day of , 20

GOVERNING BODY	CERTIFYING OFFICIAL
Name and Title	Name
Name and Title	Official Position
Name and Title	Daytime Telephone

CERTIFICATION

I , (name) duly appointed and (title) of the Governing Body, do hereby certify that the above is true and correct copy of a resolution passes and approved by the Governing Body of (organization) on the day of , 20

Date: Signature: _____

Rev. 06/02

APPLICANT ASSURANCES

The applicant hereby assures and certifies that it will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 a 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.

3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.

4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.

6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.

10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

17. (To the best of his/her knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 206, and applicable FEMA Handbooks.

18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.

19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.

20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.

21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

STATE ASSURANCES

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Krystal Powell **MEETING DATE:** 12/4/2025

AGENDA SECTION: Consent **DEPARTMENT:** Finance

TITLE OF ITEM: Approval of Utility Revenue Manager, Utility Billing Team Leader, and Customer Service Team Leader Positions – *Krystal Powell, Finance Director*

SUGGESTED MOTION(S):

I move that City Council approve creation of the Utility Revenue Manager Position, Utility Billing Team Leader position, and the Customer Service Team Leader position and assign each to the appropriate pay grade as presented.

SUMMARY:

The proposed Utility Revenue Manager position consolidates the former Customer Service Supervisor and Billing Revenue Supervisor roles into a single, streamlined leadership position. Merging these responsibilities will enhance coordination, improve workflow efficiency, and strengthen alignment between the Customer Service and Billing teams. In addition, this action includes the creation of two new team leader positions, Utility Billing Team Leader and Customer Service Team Leader to support daily operations and provide improved oversight.

BUDGET IMPACT: No increase in FTE and will be covered under existing budget.

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Utility Revenue Manager Job Description

Utility Billing Team Leader Job Description

Customer Service Team Leader Job Description

City of Hendersonville, NC

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Utility Revenue Manager

Department: **Finance**

Pay Grade: **20**

FLSA Status: **Exempt**

JOB SUMMARY

An employee in this class manages and directs the daily operations of utility billing, customer service, payment processing, and Citywide revenue collection activities. Work involves overseeing the accuracy and efficiency of billing systems, managing delinquent accounts, and coordinating with external agencies and legal counsel on bad debt recovery efforts. Additionally, the employee assists in developing, reviewing, and updating departmental policies, procedures, and workflows to enhance operational efficiency, compliance, and elevate the overall quality of service provided by the City's Utility Services.

This position is responsible for delivering excellent customer service by resolving complex customer account issues and complaints with professionalism, accuracy, and tact, thereby maintaining a high level of public trust. The employee supervises and trains staff, evaluates performance, and ensures that all billing and collection processes comply with City policies, regulations, and applicable laws.

The role requires considerable public contact and coordination with other City departments, as well as sound judgment, analytical ability, and attention to detail. Quality control must be exercised over functions supervised to assure compliance with standards, policies, and applicable general statutes. The employee also prepares and reconciles financial reports, assists in testing and implementation of new systems, and recommends improvements to billing technology and customer service operations.

Work is performed under the supervision of the Finance Director and is reviewed through conferences, review of financial reports, and annual audits.

ESSENTIAL JOB FUNCTIONS

- Oversees daily utility billing, cashiering, customer service, and revenue collection operations to ensure accuracy, efficiency, and compliance with City policies and regulations.
- Provides leadership and oversight for the Billing and Customer Service teams by supervising the Customer Service Team Leader and Utility Billing Team Leader, assigning and reviewing work, monitoring performance, conducting evaluations, and providing coaching and discipline as needed.
- Develops, updates, and evaluates customer service, billing, and collection procedures and internal controls; analyzes operational practices and recommends improvements to enhance accuracy, efficiency, and service quality.
- Directs and monitors Citywide revenue collection activities, ensuring timely payments, proper posting, and effective delinquent account management.
- Oversees all debt collection activities, including developing and implementing processes for managing delinquent accounts and coordinating file uploads to external agencies; collaborates with external agencies and legal counsel on debt recovery efforts.
- Coordinates and communicates with City departments and external customers and agencies to ensure effective collaboration, problem resolution, and efficient interdepartmental operations.
- Responds to escalated or highly complex customer account issues with professionalism and accuracy, ensuring timely resolution and maintaining public trust.
- Prepares, reviews, and reconciles financial reports, sub-ledgers, and journal entries to ensure proper accounting of revenues and adjustments.
- Analyzes financial and operational data, identifies trends, and prepares reports for management decision-making.
- Ensures accurate documentation and records management in compliance with audit and retention requirements.
- Oversees the utility billing system and related software to ensure proper rate application, data integrity, and performance, and participates in the testing, implementation, and training associated with new systems, upgrades, and automation initiatives.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's degree in Business Administration, Accounting or a related field required; and five (5) years of work-related experience; or an equivalent combination of education and experience.

Special Qualifications:

- Possession of a valid driver's license to operate a motor vehicle. Requirement exists at the time of hire and as a condition of continued employment.

Knowledge, Skills and Abilities:

- Skills in the application of the City's personnel policies, supervisory principles, and motivation techniques.
- Skills in performing complex mathematical calculations and accounting functions.

- Proficiency in Microsoft Excel, including use of formulas, pivot tables, and other excel functions for financial analysis, reconciliations, and reporting.
- Skills in the processes and procedures of effective budgeting and auditing.
- Skill in preparing, analyzing, and reconciling complex financial and operational data to identify errors, trends, and opportunities for improvement.
- Ability to establish and maintain effective working relationships with the general public, vendors and employees.
- Ability to train and provide technical assistance to all levels of City Staff.
- Excellent communication and interpersonal skills with the ability to address complex customer account issues and resolve complaints with professionalism and tact.
- Ability to interpret and apply regulations, policies and laws.
- Ability to manage multiple projects, prioritize tasks, and meet deadlines in a fast-paced environment while maintaining strong attention to detail.

PHYSICAL DEMANDS

Work in this classification is defined as light work requiring the physical exertion of up to 10 pounds of force occasionally and a negligible amount of force constantly to move objects. Physical demands require climbing, crouching, crawling, standing, walking and lifting. Vocal communication is required for responding to inquiries, expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels. Visual acuity is required for extensive reading, to prepare and analyze written or computer data, determine the accuracy and thoroughness of work, and observe general surroundings and activities.

WORK ENVIRONMENT

Work is primarily performed in an office with a controlled environment without exposure to harmful conditions. Position is subject to meetings outside the normal 8-hour day environment and may include travel to facilities, working after hours and on weekends.

The City of Hendersonville has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

City of Hendersonville, NC

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Utility Billing Team Leader

Department: **Finance**

Pay Grade: **15**

FLSA Status: **Non-Exempt**

JOB SUMMARY

An employee in this class serves as Team Lead for the Utility Billing Specialists in their daily activities and performs advanced clerical, technical, and administrative work to support the efficient operation of the Billing team. The position is responsible for planning, coordinating, and monitoring the activities of the Billing team to ensure effective workflow, accurate account management, and the delivery of high-quality customer service.

The position is responsible for performing a variety of skilled and technical tasks related to utility billing and meter reading functions, including responding to complex customer inquiries and coordinating closely with the Operations Division. Other key responsibilities include maintaining the integrity of the City's billing and AMI meter systems, ensuring accurate customer records, troubleshooting problematic meters, managing service requests, and preparing analyses and reports.

Work includes training and guiding staff, administering performance evaluations, resolving complex or escalated customer issues, and ensuring compliance with City policies and procedures. The employee exercises independent judgment and initiative in handling daily operations, recommending process improvements, and maintaining a positive and professional customer service environment. Work is performed under limited supervision of the Utility Revenue Manager and is evaluated through observation, review of completed work, and overall performance of the division.

ESSENTIAL JOB FUNCTIONS

- Leads and supervises the daily activities of the Utility Billing Specialists by coordinating workflow, monitoring productivity, conducting performance evaluations, and providing ongoing training, mentoring, and technical guidance to ensure accurate billing processes and high-quality service delivery.
- Performs technical billing duties by preparing daily, weekly, and monthly billing cycles; processing and analyzing AMI meter data, including high, low, unread, or irregular reads; and overseeing the AMI import process in coordination with meter technicians and Operations staff to ensure accurate and timely data reporting.
- Manages work orders and service requests to ensure they are completed in a timely manner and properly documented in the system.
- Researches, interprets, and analyzes customer account history to resolve complex billing or meter-related inquiries and customer issues.
- Audits accounts and transactions for accuracy and compliance with City policies and regulations.
- Collaborates with staff across City departments to resolve customer account issues, share information, and ensure seamless service delivery.
- Assists with utility billing adjustments, refunds, and reconciliations as needed.
- Monitors team workflows and identifies opportunities for process improvements**,** supporting the Utility Revenue Manager by preparing reports, recommending enhancements, and contributing to operational efficiency initiatives.
- Ensures consistency and accuracy in all customer communications and service delivery.
- Serves as backup to the Customer Service Team Leader as needed to ensure continuity of operations.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate's degree in Business Administration, Accounting, or a related field required. Three (3) to five (5) years of experience in customer service, billing, collections, or utility account management; or an equivalent combination of education and experience.

Special Qualifications:

- Possession of a valid driver's license to operate a motor vehicle. Requirement exists at the time of hire and as a condition of continued employment.

Knowledge, Skills and Abilities:

- Knowledge of City policies, regulations, and applicable laws, and ability to apply them consistently and fairly.
- Knowledge of modern office practices, recordkeeping, and the use of computers, software, and standard office equipment.
- Knowledge of customer service operations, utility billing, and related accounting and mathematical procedures.
- Proficient knowledge of Microsoft Excel, including creating and managing spreadsheets, using formulas, pivot tables, and data analysis tools to support reporting and reconciliation activities.
- Skills in applying supervisory principles, including staff training, motivation, performance evaluation, and discipline.
- Skills in effective oral and written communication, including the ability to prepare accurate reports, correspondence, and documentation.
- Skills in analytical decision-making, problem-solving, and exercising sound judgment under pressure.
- Ability to establish and maintain effective working relationships with employees, other departments, vendors, and the general public.
- Ability to work effectively with people from diverse backgrounds, promoting teamwork, collaboration, and positive conflict resolution.
- Ability to manage multiple projects, set priorities, and meet deadlines while maintaining attention to detail and accuracy.
- Ability to think critically, learn new systems and processes, and apply information to improve operations.
- Ability to handle difficult or sensitive customer interactions with professionalism and tact.

PHYSICAL DEMANDS

Work in this classification is defined as light work requiring the physical exertion of up to 10 pounds of force occasionally and a negligible amount of force constantly to move objects. Physical demands require climbing, crouching, crawling, standing, walking, and lifting. Vocal communication is required for responding to inquiries, expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels. Visual acuity is required for extensive reading, to prepare and analyze written or computer data, determine the accuracy and thoroughness of work, and observe general surroundings and activities.

WORK ENVIRONMENT

Work is primarily performed in an office with a controlled environment without exposure to harmful conditions. Position is subject to meetings outside the normal 8-hour day environment and may include travel to facilities, working after hours and on weekends.

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City of Hendersonville, NC

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Customer Service Team Leader

Department: **Finance**

Pay Grade: **15**

FLSA Status: **Non-Exempt**

JOB SUMMARY

An employee in this class serves as Team Lead for the Customer Service Representatives in their daily activities and performs advanced clerical, technical, and administrative work to support the efficient operation of the Customer Service team. The position is responsible for planning, coordinating, and monitoring the activities of the Customer Service team to ensure effective workflow, accurate account management, and the delivery of high-quality customer service.

The position performs a variety of skilled and technical tasks related to customer service operations and utility account management. Work includes responding to complex or escalated customer inquiries and coordinating closely with the Operations Division. Other key responsibilities include monitoring team workflows, identifying process improvements, and preparing reports and analyses to support data-driven decision-making and enhance the overall efficiency and effectiveness of the City's customer service function.

Work includes training and guiding staff, administering performance evaluations, resolving complex or escalated customer issues, and ensuring compliance with City policies and procedures. The employee exercises independent judgment and initiative in handling daily operations, recommending process improvements, and maintaining a positive and professional customer service environment. Work is performed under limited supervision of the Utility Revenue Manager and is evaluated through observation, review of completed work, and overall performance of the division.

ESSENTIAL JOB FUNCTIONS

- Leads and supervises the daily activities of Customer Service Representatives, including coordinating workflow, monitoring productivity, conducting performance evaluations, and providing ongoing training, mentoring, and technical guidance to ensure consistent and accurate service delivery.
- Serves as a primary point of contact for complex or escalated customer inquiries and account issues.
- Audits accounts and transactions to ensure accuracy and adherence to established policies.
- Oversees cash handling, reconciliations, and payment processing activities to ensure accuracy and accountability.
- Monitors team workflows and identifies opportunities for process improvements**,** supporting the Utility Revenue Manager by preparing reports, recommending enhancements, and contributing to operational efficiency initiatives.
- Collaborates closely with staff across City departments to address and resolve customer account issues, exchange information, and ensure seamless delivery of services to residents and businesses.
- Assists with utility billing adjustments, refunds, and payment reconciliations as needed.
- Ensures consistency and accuracy in all customer communications and service delivery.
- Serves as backup to the Utility Billing Team Leader as needed to ensure continuity of operations.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

Associate's degree in Business Administration, Accounting, or a related field required. Three (3) to five (5) years of experience in customer service, billing, collections, or utility account management; or an equivalent combination of education and experience.

Special Qualifications:

- Possession of a valid driver's license to operate a motor vehicle. Requirement exists at the time of hire and as a condition of continued employment.

Knowledge, Skills and Abilities:

- Knowledge of City policies, regulations, and applicable laws, and ability to apply them consistently and fairly.
- Knowledge of modern office practices, recordkeeping, and the use of computers, software, and standard office equipment.

- Knowledge of customer service operations, utility billing, and related accounting and mathematical procedures.
- Proficient knowledge of Microsoft Excel, including creating and managing spreadsheets, using formulas, pivot tables, and data analysis tools to support reporting and reconciliation activities.
- Skills in applying supervisory principles, including staff training, motivation, performance evaluation, and discipline.
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CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Tammy Heide **MEETING DATE:** 12/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Finance

TITLE OF ITEM, Presenter Name, Title: Property Tax Pending Releases and Refunds -*Tammy Heide, Deputy Tax Collector*

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

SUMMARY:

Monthly Property Tax Releases and Refunds

Per NCGS 105-381(b) the governing body must approve or deny requests for refunds or releases. Attached is the month-end report for refunds and releases (current and prior years), provided by the Henderson County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes.

BUDGET IMPACT: $ 0.00

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

If no, describe how it will be funded.

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

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

- **i.** Tax Collector's Report of Refunds and Releases- August
- **ii.** Tax Collectior's Report of Refunds and Releases-September
- **iii.** Tax Collectior's Report of Refunds and Releases- October

NCPTS Pending Release/Refund Report. Tuesday, August 19, 2025*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF HENDERSONVILLE	BOYNTON, WAYNE	0000537046-2025-2025-0000	VOIDED THIS MOBILE HOME WAS DESTROYED IN HELENE- (PICTURES ARE SCANNED IN BELOW) A TREE FELL ON THE MOBILE AND MR BOYNTON HAD TO BE CUT OUT OF HIS HOME.	($3,364)	9364	JURSC10	TAX	$17.49	$0.00	$17.49
							LATE LIST FEE	$1.75	$0.00	$1.75
							TOTAL:			$19.24
									ABSTRACT TOTAL:	$19.24
		OWNER TOTAL:		**$0**						**$19.24**
	HOME CREDIT CORPORATION	0003088043-2025-2025-0000	MEGAN CALDWELL CALLED AND EXPLAINED BUSINESS WAS FLOODED BY HURRACANE HELENE. TP TO COMPLETE INFORMAL APPEAL FORM AND SUBMITT TO OUR OFFICE.	($6,483)	9344	JURSC10	TAX	$33.71	$0.00	$33.71
							LATE LIST FEE	$0.00	$0.00	$0.00
							TOTAL:			$33.71
									ABSTRACT TOTAL:	$33.71
		OWNER TOTAL:		**$0**						**$33.71**
	TAYLOR, ELIZABETH BELL	0003119066-2025-2025-0000	VOIDED 12/31/24. TL WAS STOLEN IN OCTOBER, 2024. POLICE REPORT PROVIDED.	($2,632)	9336	JURSC10	TAX	$13.69	$0.00	$13.69
							LATE LIST FEE	$1.37	$0.00	$1.37
							TOTAL:			$15.06
									ABSTRACT TOTAL:	$15.06
		OWNER TOTAL:		**$0**						**$15.06**
	DISTRICT TOTAL:			**($12,479)**						**$68.01**

Sept Henderson County Meeting

NCPTS Pending Release/Refund Report. Monday, September 22, 2025*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF HENDERSONVILLE	MARLIN LEASING	0003093971-2025-2025-0000	ADJUSTED VALUE TO REPRESENT THE VALUE ON THE 2025 LISTING FORM PROVIDED.	($2,480)	9373	JURSC10	TAX	$828.76	$828.76	$12.90
							LATE LIST FEE	$0.00	$0.00	$0.00
							TOTAL:			$12.90
									ABSTRACT TOTAL:	$12.90
		OWNER TOTAL:		$0						$12.90
	DISTRICT TOTAL:			($2,480)						$12.90

*Adjustments submitted for approval on or before

NCPTS Pending Release/Refund Report. Monday, October 20, 2025*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF HENDERSONVILLE	JOEY'S NEW YORK BAGELS, INC.	0003092767-2025-2025-0000	PER RECORDS RECEVIED THIS BUSINESS CLOSED AND ALL ASSETS WERE ADDED TO NEW OWNER UNDER ABSTRACT# 3118044	($208,688)	9431	JURSC10	TAX	$1,085.18	$0.00	$1,085.18
							LATE LIST FEE	$108.52	$0.00	$108.52
							TOTAL:			$1,193.70
									ABSTRACT TOTAL:	$1,193.70
		OWNER TOTAL:		**$0**						**$1,193.70**
	DISTRICT TOTAL:			**($208,688)**						**$1,193.70**

November Henderson County Meeting

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Devin Owen **MEETING DATE:** December 4, 2025

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

TITLE OF ITEM: Resolution to Support the Wastewater Treatment Facility Flood Mitigation Project by affirming project alignment with the South Mountains Regional Hazard Mitigation Plan – *Devin Owen, Utilities Engineer*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City Council to Support the Wastewater Treatment Facility Flood Mitigation Project by affirming project alignment with the South Mountains Regional Hazard Mitigation Plan.

SUMMARY:

The North Carolina Division of Emergency Management (NCEM) is accepting Hazard Mitigation Grant Program (HMGP) applications through December 15th, 2025. The City has already submitted a Letter of Interest and Pre-Application for this grant program, and staff is recommending to submit a full application to support the Wastewater Treatment Facility Flood Mitigation Project.

A key principle of the HMGP is for applying projects to align with a FEMA approved Hazard Mitigation Plan. The City adopted the FEMA approved, South Mountains Regional Hazard Mitigation Plan on July 2nd, 2025, but did not name the City's Wastewater Treatment Facility Flood Mitigation Project in the Plan. A resolution is now required by the Utility governing board, Hendersonville City Council, to affirm that the City's Wastewater Treatment Facility Flood Mitigation Project is in alignment with the FEMA approved, South Mountains Regional Hazard Mitigation Plan.

BUDGET IMPACT: N/a

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

If no, describe how it will be funded.

ATTACHMENTS:

1. Resolution

Resolution # -____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO SUPPORT THE WASTEWATER TREATMENT FACILITY FLOOD MITIGATION PROJECT BY AFFIRMING PROJECT ALIGNMENT WITH THE SOUTH MOUNTAINS REGIONAL HAZARD MITIGATION PLAN

WHEREAS, the City owns and operates a Wastewater Treatment Facility that has a current permitted capacity of 4.8 million gallons per day; and

WHEREAS, the City of Hendersonville has need for and intends to complete a Wastewater Treatment Facility Flood Mitigation project; and

WHEREAS, Section 322 of the Federal Disaster Mitigation Act of 2000 states that local governments must develop an All-Hazards Mitigation Plan in order to be eligible to receive future Hazard Mitigation Grant Program Funds and other disaster-related assistance funding and that said Plan must be updated and adopted within a five year cycle; and

WHEREAS, the City of Hendersonville intends to apply for the FEMA Hazard Mitigation Grant Program as a sub-applicant to the State of North Carolina; and

WHEREAS, the City of Hendersonville is a participating jurisdiction in the South Mountains Regional Hazard Mitigation Plan which was approved by FEMA on May 21st, 2025, and adopted by the City of Hendersonville on July 2nd, 2025; and

WHEREAS, a key principle of the Hazard Mitigation Grant Program is for applying projects to align with the approved Hazard Mitigation Plan; and

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

1. The Wastewater Treatment Facility Flood Mitigation Project is in alignment with the FEMA approved South Mountains Regional Hazard Mitigation Plan.

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

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

_____
Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 12/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: FY25 System Development Fee Capital Reserve Fund Ordinance Amendment – *Adam Murr, Budget & Evaluation Director*

SUGGESTED MOTION(S):

I move City Council adopt the Ordinance Amendment to Capital Reserve Fund Ordinance #O-24-28 as presented.

SUMMARY:

The recommended amendment updates the City's Capital Reserve Fund Ordinance (#O-24-28) to reflect system development fee revenues collected during FY25. These revenues are required to be accounted for in a dedicated capital reserve fund in accordance with North Carolina General Statutes §159-18 and §162A-209.

The amendment transfers $175,480 in FY25 water and sewer system development fee revenue from the Water & Sewer Operating Fund to the Capital Reserve Fund. No portion of these revenues is appropriated for specific projects; instead, the funds remain reserved for future eligible water and sewer infrastructure expansion and rehabilitation needs. This action ensures proper accounting, transparency, and compliance with statutory requirements for the use of system development fees, while preserving the revenues to support future capital improvement planning.

BUDGET IMPACT:

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

If no, describe how it will be funded.

ATTACHMENTS:

1. Ordinance Amendment to Capital Reserve Fund Ordinance #O-24-28

Ordinance #__-____-____

ORDINANCE AMENDMENT TO
CAPITAL RESERVE FUND ORDINANCE #O-24-28

AN ORDINANCE SETTING CAPITAL RESERVE GUIDELINES FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE YEAR BEGINNING JULY 1, 2024, AND ENDING JUNE 30, 2025

WHEREAS, under North Carolina General Statute (NCGS) §159-18 the City of Hendersonville is authorized to establish and maintain a capital reserve for any purposes for which bonds may be issued; and,

WHEREAS, the capital reserve fund will be used in conjunction with a multi-year capital improvement program to be reviewed annually during the budget process; and,

WHEREAS, North Carolina General Statute §162A Article 8 (d) requires system development fee revenues be accounted for by means of a capital reserve fund; and,

WHEREAS, the City of Hendersonville adopted Capital Reserve Fund Ordinance #O-24-28 on June 6, 2024 to account for capital project funding and system development fee revenues; and,

WHEREAS, the City of Hendersonville is amending Capital Reserve Fund Ordinance #O-24-28 to account for additional system development fee proceeds received during the fiscal year beginning July 1, 2024, and ending June 30, 2025 (FY25) and is appropriating a certain amount to maintain a balanced budget; and,

WHEREAS, the City Council deems it is in the best interest of the citizens of Hendersonville to maintain a water & sewer capital reserve to fund future capital improvements; and,

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

SECTION 1: That the following Water & Sewer System Development Fee revenues were collected from July 1, 2024, through June 30, 2025 (FY25) and are to be transferred from the Water & Sewer Operating Fund (060) to the Water & Sewer Capital Reserve Fund (459):

Description	Amount
FY25 Water System Development Fee Revenues	**($143,269)**
FY25 Sewer System Development Fee Revenues	**($32,211)**
FY25 TOTAL System Development Fee Revenues	**($175,480)**

SECTION 2: That the City Council of the City of Hendersonville hereby maintains a Capital Reserve Fund (CRF) for the purpose of saving for, and funding future water and sewer infrastructure improvement projects related to system expansion and system rehabilitation:

RESERVE FOR WATER CAPITAL IMPROVEMENT PROJECTS: Reserve funds for the purpose of funding water infrastructure-related system expansion and system rehabilitation capital improvement projects that are considered eligible for cost through system development fees. Projects considered eligible in this category are:

- Current and future water line rehabilitation and improvement projects.
- Current and future water treatment facility rehabilitation and improvement projects.
- Current and future water pump facility rehabilitation and improvement projects.
- Annual debt service on water capital projects.
- Funding to support debt service coverage requirements.

RESERVE FOR SEWER CAPITAL IMPROVEMENT PROJECTS: Reserve funds for the purpose of funding sewer infrastructure-related system expansion and system rehabilitation capital improvement projects that are considered eligible for cost through system development fees. Projects considered eligible in this category are:

- Current and future sewer line rehabilitation and improvement projects.
- Current and future sewer treatment facility rehabilitation and improvement projects.
- Current and future sewer pump facility rehabilitation and improvement projects.
- Annual debt service on sewer capital projects.
- Funding to support debt service coverage requirements.

Description	Amount
FY25 Water System Development Fee Appropriation	**$0**
FY25 Sewer System Development Fee Appropriation	**$0**
FY25 TOTAL System Development Fee Appropriation	**$0**

FY25 Available System Development Fee Appropriation	**$175,480**

No FY25 system development fee revenues are appropriated to projects at this time; all FY25 revenues shall remain reserved for future eligible capital improvements in accordance with North Carolina General Statutes §159-18 and §162A-209.

SECTION 3: That the Capital Reserve Fund (CRF), as amended, shall remain effective until all eligible current and future projects are completed or when no balance remains; and, the CRF may be amended by the City Council of the City of Hendersonville as needed to add, modify, or eliminate projects and appropriations.

SECTION 4: That the amended Capital Reserve Fund Ordinance shall become effective and binding upon adoption by the City Council of the City of Hendersonville.

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 4th day of December 2025.

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

_____
City Clerk

Approved as to form:

_____
City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Tammy Heide **MEETING DATE:** 12/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Finance

TITLE OF ITEM, Presenter Name, Title: Monthly Property Tax Collector's Report -*Tammy Heide, Deputy Tax Collector*

SUGGESTED MOTION(S): I move that City Council approve the Monthly Tax Collector Report

SUMMARY:

Monthly Property Tax Collector Report

Pursuant to N.C.G.S. § 105-350(7), it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Attached is the month-end report for collections, refunds, and releases (current and prior years), provided by the Henderson County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes

BUDGET IMPACT: $ 0.00

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

If no, describe how it will be funded.

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

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

i. Monthly Tax Collector's Report- July
ii. Monthly Tax Collector's Report- August
iii. Monthly Tax Collector's Report- September

CITY OF HENDERSONVILLE TAX COLLECTOR'S REPORT

TO: City of Hendersonville City Council

FROM: Tammy Heide, Deputy Tax Collector

DATE: Thursday, December 4, 2025

SUBJECT: July 2025 Tax Collector Report

According to NCGS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Below is the month end report for collections (current and prior years), amounts are provided by the Henderson County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

This summary does not include Late List Penalties and Interest. Late List Penalties collected are transferred to the Henderson County School System per NCGS 115C-437.

REAL AND PERSONAL PROPERTY TAXES MONTHLY COLLECTIONS

CURRENT YEAR

	CITY	DOWNTOWN	7TH AVENUE
BILLED	$16,397,237.65	$297,215.79	$48,605.78
COLLECTED YEAR TO DATE	$46,647.05	$0.00	$0.00
ADJUSTMENTS AND RELEASES YEAR TO DATE	$2,631.64	$404.42	-$2.59
OUTSTANDING REAL AND PERSONAL PROPERTY TAX	**$16,353,222.24**	**$297,620.21**	**$48,603.19**
CURRENT YEAR TAX COLLECTION PERCENTAGE	0.28%	0.00%	0.00%

PRIOR YEARS

COLLECTED	$14,599.78	$40.83	$210.91
ADJUSTMENTS AND RELEASES	$0.00	$0.00	$0.00
OUTSTANDING REAL AND PERSONAL PROPERTY TAX	**$143,289.70**	**$10,746.67**	**$2,931.80**

CITY OF HENDERSONVILLE TAX COLLECTOR'S REPORT

TO: City of Hendersonville City Council

FROM: Tammy Heide, Deputy Tax Collector

DATE: Thursday, December 4, 2025

SUBJECT: August 2025 Tax Collector Report

According to NCGS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Below is the month end report for collections (current and prior years), amounts are provided by the Henderson County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

This summary does not include Late List Penalties and Interest. Late List Penalties collected are transferred to the Henderson County School System per NCGS 115C-437.

REAL AND PERSONAL PROPERTY TAXES MONTHLY COLLECTIONS

CURRENT YEAR

	CITY	DOWNTOWN	7TH AVENUE
BILLED	$16,430,758.41	$297,215.79	$48,605.78
COLLECTED YEAR TO DATE	$2,619,075.20	$44,256.47	$4,711.92
ADJUSTMENTS AND RELEASES YEAR TO DATE	$2,219.28	$404.42	-$2.59
OUTSTANDING REAL AND PERSONAL PROPERTY TAX	**$13,813,902.49**	**$253,363.74**	**$43,891.27**
CURRENT YEAR TAX COLLECTION PERCENTAGE	15.94%	14.87%	9.69%

PRIOR YEARS

COLLECTED	$12,002.81	$501.89	$212.49
ADJUSTMENTS AND RELEASES	$0.00	$0.00	$0.00
OUTSTANDING REAL AND PERSONAL PROPERTY TAX	**$143,289.70**	**$10,244.78**	**$2,719.31**

CITY OF HENDERSONVILLE TAX COLLECTOR'S REPORT

TO: City of Hendersonville City Council

FROM: Tammy Heide, Deputy Tax Collector

DATE: Thursday, December 4, 2025

SUBJECT: September 2025 Tax Collector Report

According to NCGS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Below is the month end report for collections (current and prior years), amounts are provided by the Henderson County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

This summary does not include Late List Penalties and Interest. Late List Penalties collected are transferred to the Henderson County School System per NCGS 115C-437.

REAL AND PERSONAL PROPERTY TAXES MONTHLY COLLECTIONS

CURRENT YEAR

	CITY	DOWNTOWN	7TH AVENUE
BILLED	$16,706,936.03	$301,549.89	$49,620.16
COLLECTED YEAR TO DATE	$983,512.81	$80,908.79	$9,393.63
ADJUSTMENTS AND RELEASES YEAR TO DATE	$22,345.09	$1,489.16	$1,422.64
OUTSTANDING REAL AND PERSONAL PROPERTY TAX	**$15,745,768.31**	**$222,130.26**	**$41,649.17**
CURRENT YEAR TAX COLLECTION PERCENTAGE	5.88%	26.70%	18.40%

PRIOR YEARS

COLLECTED	$7,130.12	$279.13	$214.08
ADJUSTMENTS AND RELEASES	$0.00	$0.00	$0.00
OUTSTANDING REAL AND PERSONAL PROPERTY TAX	**$143,289.70**	**$9,965.65**	**$2,505.23**

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 12/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: December Project Ordinances and Reimbursement Resolutions – *Jennifer Floyd, Management Analyst*

SUGGESTED MOTION(S):

I move City Council adopt the Grant Project Ordinances and Reimbursement Resolutions for the Cane Creek Industrial Park Redundant Waterline Connect Project (#G2604) and the 7th Avenue E Sidewalk and Stormwater Drainage Restoration Project (#HEL01)

SUMMARY:
General Statute 159-13.2 provides North Carolina local governments with the power to grant and maintain grant project ordinances.

Furthermore, Pursuant to G.S. 159-26(b)(6), a capital project fund is required to account for all debt instrument proceeds used to finance capital projects.

Cane Creek Industrial Park Redundant Waterline Connection Project #G2604. A grant project ordinance (GPO) appropriating $850,000 to support the connection of approximately 2,700 feet of new 10-inch waterline along Mills Gap Road, connecting to the existing system to improve redundancy for the Cane Creek Industrial Park and Hoopers Creek areas. The project includes installing five new fire hydrants.

7th Avenue E Sidewalk & Stormwater Drainage Restoration #HEL01. A grant project ordinance (GPO) appropriating $946,000 to support the restoration of approximately 1,000 linear feet of damaged sidewalk along a key commercial corridor in downtown Hendersonville that was severely impacted by Hurricane Helene. The project will remove and reconstruct the damaged sidewalk, replace the eroded foundation, install ADA-compliant curb ramps, and add new curb and gutter to improve drainage.

BUDGET IMPACT: $850,000 increase to the Water & Sewer Capital Project Fund (460).
$946,000 increase to the Governmental Capital Project Fund (410)

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

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

ATTACHMENTS:

Grant Project Ordinance(s): #G2604 and #HEL01
Reimbursement Resolution(s): #G2604 and #HEL01

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 7TH AVE SIDEWALK AND STORMWATER DRAINAGE RESTORATION PROJECT (#HEL01), ORDINANCE #_____ (the "Project(s)").

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 $946,000.

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 December 2025.

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 CANE CREEK INDUSTRIAL PARK REDUNDANT WATERLINE CONNECTION PROJECT (#25018), ORDINANCE #_____ (the "Project(s)").

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 $850,000.

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 December 2025.

_____
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 7TH AVENUE E SIDEWALK AND STORMWATER DRAINAGE RESTORATION PROJECT, #HEL01

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 7th Avenue East Sidewalk and Stormwater Drainage Restoration project, #HEL01.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
410	1014	555002	HEL01	Capital Outlay–CIP	$946,000
				Total Project Appropriation	**$946,000**

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
410	0000	420050	HEL01	Grant Revenue (SmBiz)	($946,000)
				Total Project Appropriation	**($946,000)**

Section 4: The Finance Director is hereby directed to maintain within the General Fund and Governmental Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

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

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of December 2025.

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 CANE CREEK INDUSTRIAL PARK REDUNDANT WATERLINE CONNECTION, #25018

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 Cane Creek Industrial Park Redundant Waterline Connection, #25018.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7055	555002	25018	Capital Outlay–Lines	$850,000
				Total Project Appropriation	**$850,000**

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	0000	420050	25018	Grant Revenue (SmBiz)	($850,000)
				Total Project Appropriation	**($850,000)**

Section 4: The Finance Director is hereby directed to maintain within the Water & Sewer Fund and Water and Sewer 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 Water and Sewer Fund and Water and Sewer Capital Project Fund, as necessary for the purpose of making payments as due. Reimbursement requests shall be made in an orderly and timely manner.

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of December 2025.

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: Jennifer Floyd **MEETING DATE:** 12/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: December 2025 Budget Amendments – *Jennifer Floyd, Management Analyst*

SUGGESTED MOTION(S):

I move City Council adopt budget amendments 12042025-01, 12042025-02, 12042025-03, 12042025-04, and 12042025-05 as presented.

SUMMARY:

12042025-01: An amendment increasing grant revenue budget by $5,000 in the Fund 301 #G2404 to cover the cost of a promotional video.
12042025-02: An amendment transferring $40,000 into the Oakdale Cemetery Project #25000.
12042025-03: An amendment transferring system development fees ($175,480) into fund 459 to be used on the S. Mills Gap Rd. Water Main Extension Project
12042025-04: An amendment transferring $155,020 into 020 and $20,582 into 021 from the General Fund (010) to decrease the fund balance appropriations in each fund.
12042025-05: An amendment changing the transfers for projects #17141, #G2022, #22002, #19007, #18004, #22009, and #19140 to more accurately reflect project closeout need.

BUDGET IMPACT: Described Above

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

If no, describe how it will be funded.

ATTACHMENTS:

1. Budget Amendments 12042025-01, 12042025-02, 12042025-03, 12042025-04, and 12042025-05

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: December 4, 2025 **FORM: 12042025-01**

BUDGET AMENDMENT

FUND 301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
301-0000-420050-G2404	Grant Revenue	100,000	5,000	-	105,000
301-0000-470010-G2402	Transfers In	16,000	-	-	16,000
301-1200-519200-G2404	Contracted Services	116,000	5,000	-	121,000
FUND 301	TOTAL REVENUES	116,000	5,000	-	121,000
Grant Fund	TOTAL EXPENDITURES	116,000	5,000	-	121,000
An amendment increasing grant revenue budget by $5,000 in the Fund 301 #G2404 to cover the cost of a promotional video.					

The City Manager and City Clerk certify budget ordinance amendment 12042025-01 was approved by City Council on December 4, 2025.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: December 4, 2025 **FORM: 12042025-02**

BUDGET AMENDMENT

FUND 301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-1525-552001	Capital Outlay- Buildings	40,000	-	40,000	-
010-0000-598901	Transfer Out (to 25000)	357,534	40,000	-	397,534
FUND 010	TOTAL REVENUES	40,000	-	40,000	-
General Fund	TOTAL EXPENDITURES	357,534	40,000	-	397,534
410-0000-470010-25000	Transfer In	29,000	40,000	-	69,000
410-1525-550103-25000	Capital Outlay- CIP	29,000	40,000	-	69,000
FUND 010	TOTAL REVENUES	29,000	40,000	-	69,000
General Fund	TOTAL EXPENDITURES	29,000	40,000	-	69,000
An amendment transferring $40,000 into the Oakdale Cemetery Project #25000.					

The City Manager and City Clerk certify budget ordinance amendment 12042025-02 was approved by City Council on December 4, 2025.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL
APPROVAL: December 4, 2025

FISCAL YEAR 2025
FORM: 12042025-03

BUDGET AMENDMENT

FUND 060/459

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-0000-444299	Water System Development Fees	175,000	-	143,269	31,731
060-0000-445299	Sewer System Development Fees	170,000	-	32,211	137,789
060-0000-598901	Transfer Out (to #459)	868,057	175,480	-	1,043,537
FUND 060	TOTAL REVENUES	345,000	-	175,480	169,520
W&S Fund	TOTAL EXPENDITURES	868,057	175,480	-	1,043,537
459-0000-470010	Transfer In	-	175,480	-	175,480
459-7055-550103	Capital Outlay- CIP		175,480	-	175,480
FUND 459	TOTAL REVENUES	-	175,480	-	175,480
Capital Project Fund	TOTAL EXPENDITURES	-	175,480	-	175,480

An amendment transferring system development fees ($175,480) into fund 459 to be used on the S. Mills Gap Rd. Water Main Extension Project

The City Manager and City Clerk certify budget ordinance amendment 12042025-03 was approved by City Council on December 4, 2025.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: December 4, 2025 **FORM: 12042025-04**

BUDGET AMENDMENT

FUND 060/459

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470900	Fund Balance Appropriated	1,474,563	175,602	-	1,650,165
010-0000-598901	Transfer Out (to #020)	-	155,020		155,020
010-0000-598901	Transfer Out (to #021)	-	20,582	-	20,582
FUND 010	TOTAL REVENUES	1,474,563	175,602	-	1,650,165
General Fund	TOTAL EXPENDITURES	-	175,602	-	175,602
020-0000-470100	Transfer In (from 010, FY26)	-	155,020	-	155,020
020-0000-470900	Fund Balance Appropriated	155,020	-	155,020	-
FUND 020	TOTAL REVENUES	-	155,020	-	155,020
Main Street Fund	TOTAL EXPENDITURES	155,020	-	155,020	-
021-0000-470100	Transfer In (from 010, FY26)	-	20,582	-	20,582
020-0000-470900	Fund Balance Appropriated	64,766	-	20,582	44,184
FUND 021	TOTAL REVENUES	-	20,582	-	20,582
7th Ave Fund	TOTAL EXPENDITURES	64,766	-	20,582	44,184

An amendment transferring $155,020 into 020 and $20,582 into 021 from the General Fund (010) to decrease the fund balance appropriations in each fund.

The City Manager and City Clerk certify budget ordinance amendment 12042025-04 was approved by City Council on December 4, 2025.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL **FISCAL YEAR 2025**
APPROVAL: December 4, 2025 **FORM: 12042025-05**

BUDGET AMENDMENT

FUND 459 / 460

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
460-0000-470010-17141	Debt Proceeds ('23 Revenue Bond)	3,134,054	-	-	3,134,054
460-0000-450001-17141	Interest Income ('23 Revenue Bond Interest)	193,542	-	-	193,542
460-7150-550103-17141	Capital Outlay - CIP	3,147,120	-	59,226	3,087,894
460-7055-560900-17141	Cost of Issuance	121,250	-	-	121,250
460-0000-598901-17141	Transfer Out (to 460, #23019)	24,226	-	-	24,226
460-0000-598901-17141	Transfer Out (to 460, #21012)	35,000	-	-	35,000
460-0000-598901-17141	Transfer Out (to 459)	-	59,226	-	59,226
FUND 460 NCDOT I-26, #17141	TOTAL REVENUES	3,327,596	-	-	3,327,596
	TOTAL EXPENDITURES	3,327,596	59,226	59,226	3,327,596
460-0000-470900-G2022	Fund Balance Appropriated	560,000	-	-	560,000
460-0000-470100-G2022	Transfer In (from Fund 459)	240,000	-	128,254	111,746
460-1014-550103-G2022	Capital Outlay - CIP	800,000	-	128,254	671,746
FUND 460 Golden Leaf WS #G2022	TOTAL REVENUES	800,000	-	128,254	671,746
	TOTAL EXPENDITURES	800,000	-	128,254	671,746
460-0000-470100-22002	Transfer In (From 060)	123,158	-	-	123,158
460-1523-550103-22002	Capital Outlay CIP	103,158	-	24,522	78,637
460-1523-550102-22002	Capital Outlay Services and Fees	20,000	-	-	20,000
460-0000-598901-22002	Transfer Out (to Fund 459)	-	24,522	-	24,522
FUND 460 City Hall Exterior Phase 1	TOTAL REVENUES	123,158	-	-	123,158
	TOTAL EXPENDITURES	123,158	24,522	24,522	123,159
460-0000-549999	Miscellaneous Expense	460,000	-	-	460,000
460-7135-551000-19007	Capital Outlay Services and Fees	460,000	-	46,542	413,458
460-0000-598901-19007	Transfer Out (to Fund 459)	-	46,542	-	46,542
FUND 460 WWTP Master Plan #19007	TOTAL REVENUES	460,000	-	-	460,000
	TOTAL EXPENDITURES	460,000	46,542	46,542	460,000
460-0000-460090-18004	Contribution/Donation	100,000	-	-	100,000
460-0000-534999-18004	Contingencies	-	-	-	-
460-0000-470100-18004	Transfers In	170,450	-	-	170,450
460-0000-470900-18004	Fund Balance Approrpiation	14,845	-	-	14,845
460-1014-550102-18004	Capital Outlay- Services & Fees	14,700	-	-	14,700
460-1014-550103-18004	Capital Outlay-CIP	270,595	-	24,450	246,145
460-0000-598901-18004	Transfer Out (to Fund 459)	-	24,450	-	24,450
FUND 460 Ladson Road #18004	TOTAL REVENUES	285,295	-	-	285,295
	TOTAL EXPENDITURES	285,295	24,450	24,450	285,295
460-0000-470100-22009	Transfer In (From WS)	375,000	-	-	375,000
460-7155-554001-22009	Capital Outlay - Equipment Other Than Vehicles	375,000	-	20,895	354,105

460-0000-598901-22009	Transfer Out (To 459)	-	20,895	-	20,895
FUND 460 CCTV Truck #22009	TOTAL REVENUES	375,000	-	-	375,000
	TOTAL EXPENDITURES	375,000	20,895	20,895	375,000
460-0000-470010-19140	Debt Proceeds (2023 IFC)	-	-	-	-
460-0000-470100-19140	Transfer In (from 060)	140,545	-	-	140,545
460-0000-470900-19140	Fund Balance Appropriated	50,789	-	-	50,789
460-0000-598901-19140	Transfer Out	63,362	-	-	63,362
460-1002-550102-19140	Capital Outlay - Services and Fees	22,500	-	-	22,500
460-1002-550103-19140	Capital Outlay - CIP	105,472	-	12,573	92,899
460-0000-598901-19140	Transfer Out (To 459)	-	12,573	-	12,573
FUND 460 City Hall & Ops Security Improvements #19140	TOTAL REVENUES	191,334	-	-	191,334
	TOTAL EXPENDITURES	191,334	12,573	12,573	191,334
459-0000-470100	Transfer In (from 460)	-	316,462	-	316,462
459-7002-550103	Capital Outlay - CIP	-	316,462	-	316,462
FUND 459 Capital Reserve Fund	TOTAL REVENUES	-	316,462	-	316,462
	TOTAL EXPENDITURES	-	316,462	-	316,462
An amendment changing the transfers for projects #17141, #G2022, #22002, #19007, #18004, #22009, and #19140 to more accurately reflect project closeout need.					

The City Manager and City Clerk certify budget ordinance amendment 12042025-05 was approved by City Council on December 4, 2025.

City Manager Date

City Clerk Date

Resolution #R-XXXXX

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO CONTRACTS FOR THE DESIGN OF THE WHITMIRE ACTIVITY CENTER PROJECT AND THE PATTON PARK AND POOL PROJECT

WHEREAS, the City of Hendersonville issued RFQ No. 240141014001 seeking qualified architectural, engineering, and landscape architectural services for the Whitmire Activity Center Improvements and the Patton Park and Pool Renovation projects; and

WHEREAS, the City received and evaluated responses on January 17, 2025, and the selection committee independently scored each proposal for completeness, experience, qualifications, and project approach; and

WHEREAS, CPL Architects was identified as the highest-ranked and most qualified firm to perform design services for both projects; and

WHEREAS, both projects have completed conceptual design and are ready to proceed into the next design phases including schematic design, design development, construction documents, permitting, bidding support, and construction-phase services; and

WHEREAS, City staff recommend proceeding with CPL Architects to maintain project continuity and advance the design process.

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 execute design contracts with CPL Architects for the Whitmire Activity Center Design Project and the Patton Park & Pool Design Project; and
2. The City Manager is authorized to approve change orders that cumulatively do not exceed 10% of each approved contract amount, provided that any amendments beyond this threshold must be brought back to City Council for approval; and
3. The City Manager is authorized to undertake all necessary administrative actions to implement the intent of this resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of December, 2025.

_____

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: Richard Shook **MEETING DATE:** 12/04/2025

AGENDA SECTION: Consent **DEPARTMENT:** Administration

TITLE OF ITEM: Patton Park and Whitmire Design Contracts – *Richard Shook, Civil Engineer III*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution Authorizing the City Manager to Negotiate and Execute Design Contracts with CPL Architects* and Authorize the City Manager to Approve Change Orders for the Whitmire Activity Center Design and Patton Park and Pool Design as presented.

SUMMARY:

The City issued RFQ No. 240141014001 to procure architectural, engineering, and landscape architectural services for the Whitmire Activity Center and Patton Park and Pool Renovation projects. Responses were received on January 17, 2025, and independently scored by the City's selection committee. CPL Architects received the highest overall ranking and was identified as the most qualified firm to perform the work.

Both projects have completed conceptual design and are ready to enter the detailed design phase. Approval of this item authorizes the City Manager to negotiate and execute architecture design agreements with CPL to complete schematic design, design development, construction documents, permitting, bidding support, and construction-phase services.

BUDGET IMPACT: TBD

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

If no, describe how it will be funded to be funded by loan and grant proceeds in future years

ATTACHMENTS:

October 22, 2025 Council Presentation

Whitmire Center & Toms Park
Patton Park & Pool

City Council Presentation

October 22nd, 2025

WTI

WithersRavenel
Our People. Your Success.

CPL
ARCHITECTURE
ENGINEERING
PLANNING
CPLteam.com

How did we get here?

February 28th- City Council Meeting

Overall project goals

Shareholder Meetings

Boys & Girls Club	YMCA	Henderson County	Support our Swimmers	Mountain Aging Partners

May 19th- First Community Engagement

105 Participants

May 12th- May 23rd- Online Survey

1175 total participants	523 City of Hendersonville participants

July 15th- Second Community Engagement

74 Participants

September 24th – Hendersonville City Council Presentation

Whitmire & Toms Park Existing Conditions

- 2.5 Acres
- 50 parking spots
- 14 Shuffleboard Courts
- 3200 sf large Flex Space
- 8250 sf overall footprint
- Park trails

Estimated Construction Cost to Repair:

$4.3 Million

Estimated Construction Cost to Replace:

$4.6 Million

Patton Park Existing Conditions

- 18 Acres
- 145 Parking Spots
- 47,000 sf Pool Facilities (~7,000 sf Support Buildings)
- 50-meter 8 Lane Outdoor Pool with Diving Board
- Outdoor Kiddie Pool
- Playground
- 1 Tennis Court
- 4 Pickleball Courts
- Baseball Field
- Skate Park
- Basketball Court
- Open Field Area

Estimated Construction Cost to Repair: $8.9 Million

Estimated Construction Cost to Replace: $18 Million

Design

- **Whitmire Community** **8,300 SF**
  Community Center, Trail Restrooms
- **50 Meter Patton Park** **45,280 SF**
  Outdoor Aquatics, 50 Meter Indoor Aquatics, Trail Restroom Building

Whitmire Community

- A (7) SHUFFLEBOARD COURTS
- B COMMUNITY CENTER
- C INTERACTIVE CREEK ELEMENTS
- D BIORETENTION AREA
- E PARKING LOT (38 SPACES)
- F FLEXIBLE OPEN LAWN WITH NATURAL INTERACTIVE PLAY ELEMENTS
- G SLOUGH

NATURAL INTERACTIVE PLAY EXAMPLES

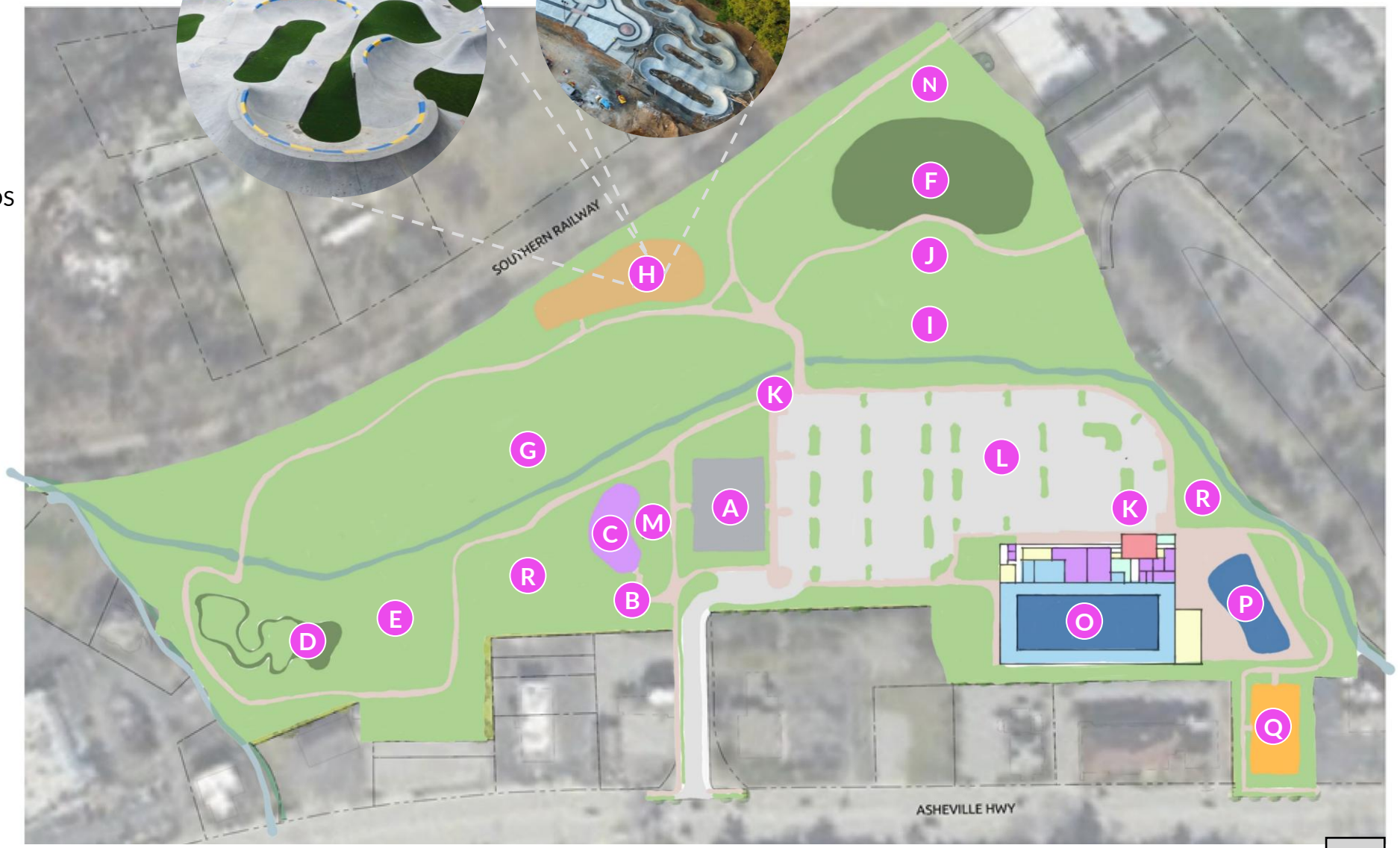
Community Layout

- A FLEXIBLE RECREATION SPACE
- B MULTI-PURPOSE ROOMS
- C WARMING KITCHEN
- D STAFF AREA
- E LOBBY
- F EXTERIOR RESTROOMS
- G SHUFFLEBOARD COURTS
- H RESTROOMS

Total Building Square Footage: 8,300 sf

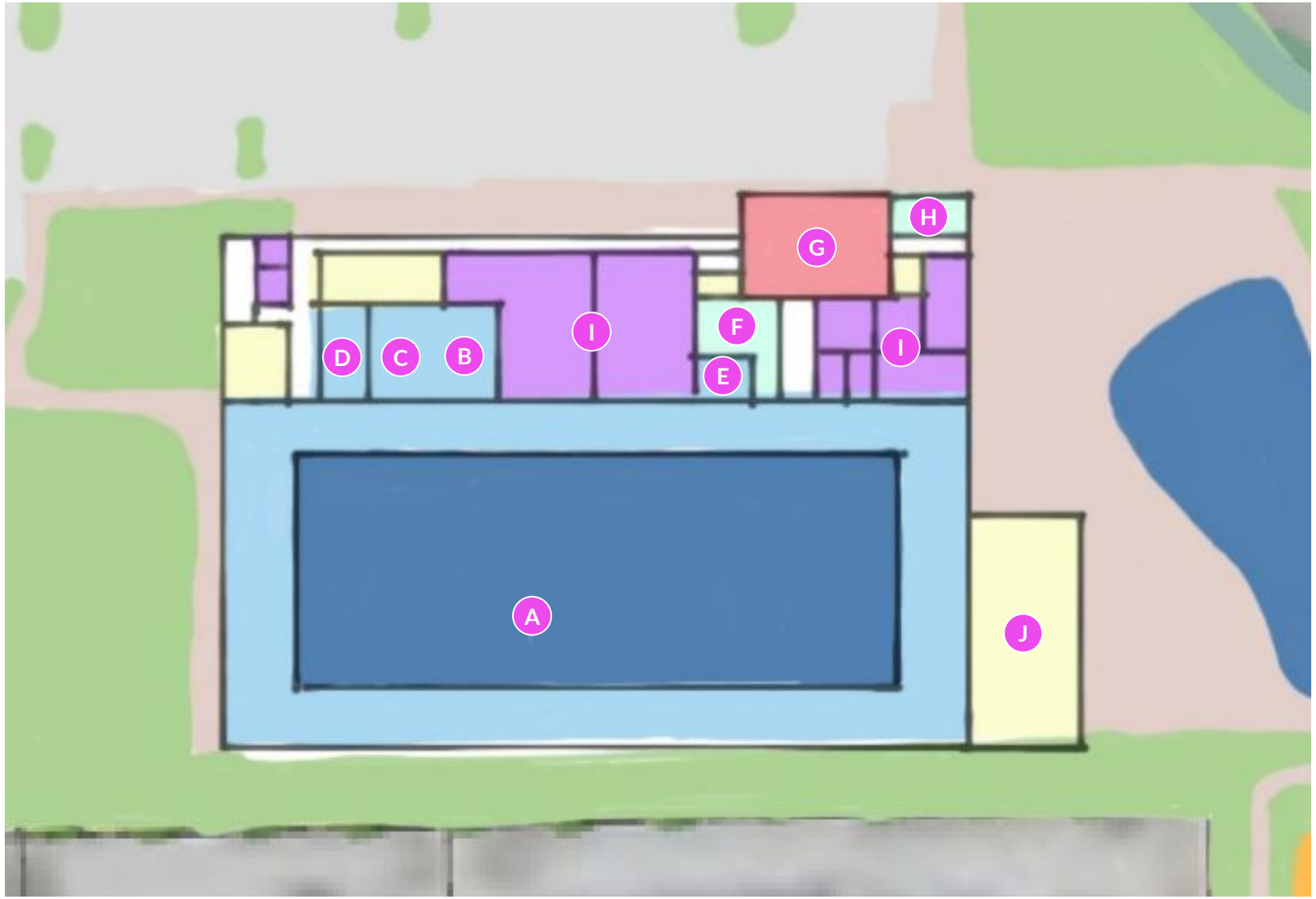
Patton Park 50M

- A EXISTING (2) BASKETBALL COURTS
- B RESTROOMS
- C PLAYGROUND
- D EXISTING CONSTRUCTED WETLANDS
- E PROPOSED CONSTRUCTED WETLANDS
- F FLEXIBLE OPEN SPACE
- G SLOUGH
- H SKATE PARK / PUMP TRACK
- I SOCIAL SWALES
- J INFORMAL STAGE
- K PLAZA
- L PARKING LOT (210 SPACES)
- M PICNIC SHELTER
- N EXISTING SCM
- O INDOOR AQUATICS
- P OUTDOOR AQUATICS
- Q (4) PICKLEBALL COURTS
- R BIORETENTION AREA



Aquatic Support Layout

- A INDOOR 50M POOL & DECK
- B WET CLASSROOM
- C MEET MANAGEMENT
- D POOL STORAGE
- E LIFEGUARD ROOM
- F STAFF SPACE
- G LOBBY
- H CONCESSIONS
- I RESTROOMS / LOCKERS
- J MECHANICAL / CHEMICAL



Total Building Square Footage: 45,280 SF

Aquatic Layout

POOLS

A indoor 50 M competition pool

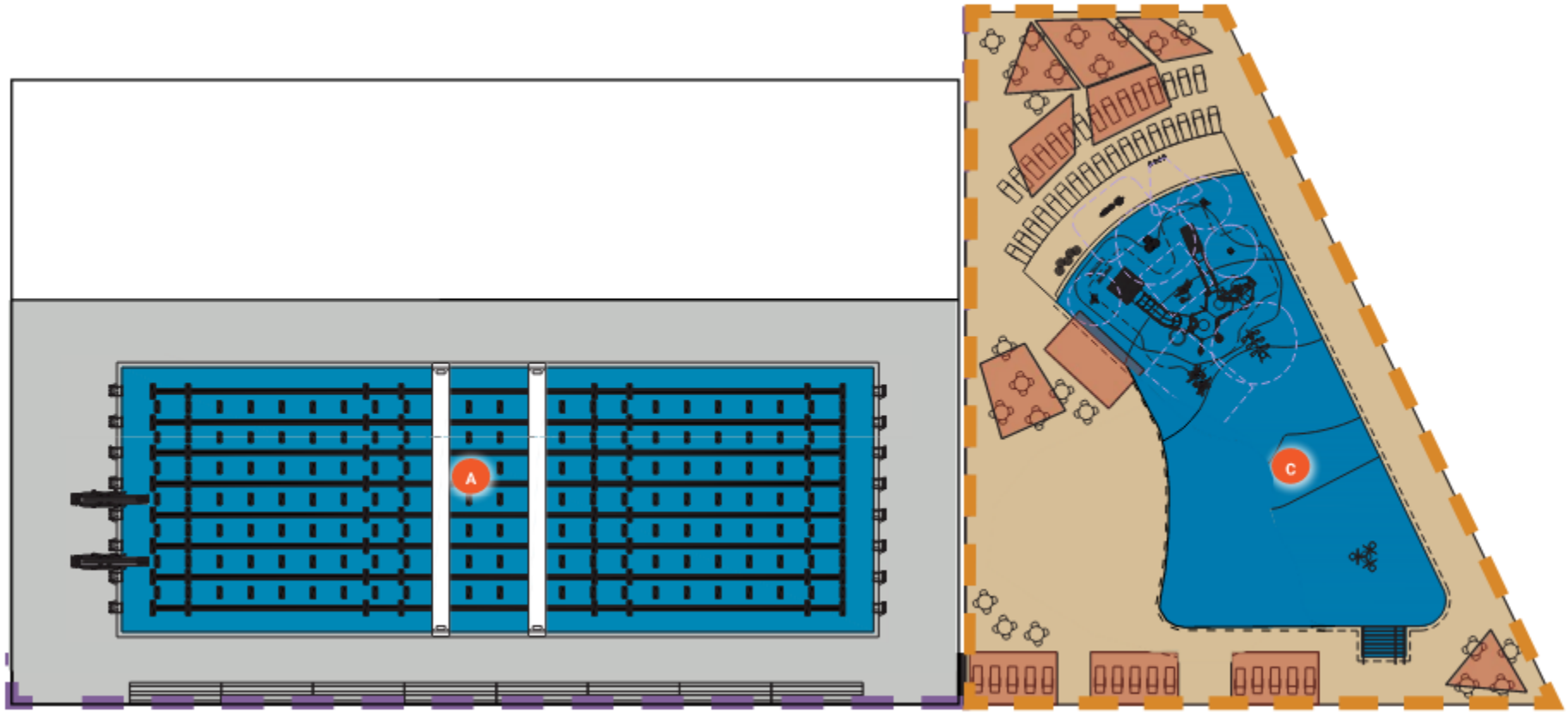
C outdoor activity pool

| 5,295 SF

INDOOR FACILITY

INDOOR AQUATICS DECK

OUTDOOR AQUATIC AREA



Summary

Community Center
7 Shuffleboard Courts
Interactive Creek Elements
Parking
Flex Lawn
Bioretention Area
Slough

Whitmire & Toms Park

50 M Indoor Pool
Outdoor Aquatics with Zero Entry
Outdoor Pool Restrooms / Admin
Skate Park / Pump Track
Flex Lawn
Playground
Pickleball Courts
Basketball Courts
Bioretention Area
Constructed Wetlands
Slough
Social Swales
Trail Restrooms
Picnic Shelter

Patton Park & Pool

Thank you!

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey **MEETING DATE:** 12/4/25

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance

TITLE OF ITEM: Approval to Declare and Sell Surplus- *Logan Hickey*

SUGGESTED MOTION(S):

I move City Council to adopt the *Resolution by the City of Hendersonville City Council to adopt proposed acceptance of negotiated offer for modular unit.*

SUMMARY:

The City of Hendersonville owns certain personal property, being one modular building located at 632 Sugarloaf Rd, Hendersonville, North Carolina, together with: (1) all kitchen appliances located within such modular building as of the Closing Date, and (2) all furniture located within such modular building as of the Closing Date, and expressly excluding any interest in the underlying real property, land, or site improvements, the foregoing modular building hereinafter referred to as the "Personal Property".

City Council previously approved declaring this property surplus and to sell via internet auction via Resolution # 25-42. The City Manager declared the furniture within the unit as surplus and approved including it within this sale as identified in Exhibit C. The unit was made available for internet auction via GovDeals after it had been advertised in the newspaper 30 days prior. The high bid amount came to $31,000.00. This amount was not accepted by City Leadership, however, the City has received a NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 ("Offer"), a copy of which is attached hereto and incorporated herein by reference. Pursuant to the Offer, Modular MastermindZ LLC ("Buyer"), is offering to purchase the Property for the sum of Fifty thousand dollars and no/100 ($50,000.00), subject to the terms and conditions contained within the Offer.

City Staff are requesting City Council to issue a proposed acceptance of the Offer; and,

This acceptance by City Council would resolve that:

1. The Council authorized the sale of the Personal Property described above and proposes to accept the Offer pursuant to the procedures of 160A-269.
2. The Buyer is required to deposit with the City Clerk a sum equal to 5 % of the offer, or $2,500.00. The Clerk will cause a notice to be published in a newspaper of record advising that upset bids will be accepted within 10 days of the date of publication, which bid shall increase the proposed sales price by at least an amount equal to 10% of the first $1,000.00 of the purchase price and 5% of the excess. Such upset bids shall be made to the City Clerk and accompanied by

a deposit equal to 5% of the new purchase price, at which time the Clerk shall then publish a new notice advising that further upset bids, increased in the same minimum amount may be accepted within 10 days from the date of publication.

3. Each bidder submitting an upset bid shall be bound by the same terms and conditions as contained in the Offer. Each bidder shall therefore be required to sign an offer in the form of the Offer attached hereto as Exhibit A, with the only differences being (1) a revised purchase price; and (2) modification of the terms of the upset bid procedure described in the Offer to reflect the terms of this Resolution.
4. When there are no further bidders, the high bid shall be reported to the Council by the Clerk.
5. Closing shall occur within 30 days of the issuance of a final acceptance by the Council.
6. The City reserves the right to withdraw the property from sale at any time before the issuance of a final acceptance and the right at any time to reject all bids.

ATTACHMENTS:
Offer to Purchase
Exhibit A (Terms and Conditions)
Exhibit B (Modular Specifications)
Exhibit C (Furniture Surplus Declaration with R-25-42 also Attached)

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 ("Offer")

NOW COMES Modular MastermindZ, LLC ("Buyer") and offers to purchase from the **CITY OF HENDERSONVILLE,** a North Carolina municipal corporation ("CITY") that personal property more particularly described in paragraph below entitled "DESCRIPTION OF PERSONAL PROPERTY", on the terms and conditions hereinafter set forth:

DESCRIPTION OF PERSONAL PROPERTY:

> Being one modular building located at 632 Sugarloaf Rd, Hendersonville, North Carolina, together with: (1) all kitchen appliances located within such modular building as of the Closing Date, and (2) all furniture located within such modular building as of the Closing Date, as more particularly described in Exhibit B (Modular Specifications) and Exhibit C (Furniture and Modular Surplus Approvals). This description expressly excludes any interest in the underlying real property, land, or site improvements. The foregoing hereinafter referred to as the "Personal Property."

OFFER: Buyer offers to pay to CITY the sum of $ $50,000.00.

ADDITIONAL TERMS AND CONDITIONS: Those additional terms and conditions as specified in Exhibit A, attached hereto and incorporated by reference, shall be deemed part of this Offer as if fully set forth herein.

UPSET BID PROCEDURE TO GOVERN: It is acknowledged that the sale of the Personal Property, if any, will be governed by the procedures of North Carolina General Statute § 160A-269 (the "Statute"). This Offer will be presented to the Hendersonville City Council for consideration of whether to issue a proposed acceptance of the Offer. "Proposed Acceptance" shall mean the adoption of a Resolution by the Hendersonville City Council at a duly held meeting, proposing to accept this Offer, and directing that this Offer be advertised for upset bid. If Hendersonville's City Council issues a Proposed Acceptance, the Buyer shall deposit with the CITY Clerk a sum equal to five (5%) per cent of this Offer. The CITY shall then cause to be published in a newspaper of record a notice that it proposes to accept this Offer, generally describing the Property and the terms of this Offer, and advise that anyone may make an upset bid within ten (10) days of the publication of the notice in an amount prescribed by the Statute. If there is an upset bid, then upon the maker of the upset bid making the deposit with the CITY Clerk as is required by the Statute, the deposit made hereunder shall be refunded, and this Offer shall be deemed null and void. If there is no upset bid received, this Offer will again be presented to the Hendersonville City Council for Final Acceptance. "Final Acceptance" shall mean the adoption of a Resolution by the City Council, adopted at a duly called meeting, stating that this Offer has been finally accepted.

CLOSING: If the City Council issues Final Acceptance of this Offer, then closing shall occur within thirty (30) days after such Final Acceptance at CITY offices in Hendersonville, or such other place as is mutually agreeable to the parties. At closing, CITY shall deliver a Bill of Sale as described hereinbelow to the Personal Property, and Buyer shall pay to CITY the balance of the purchase price in certified funds.

TITLE: CITY shall deliver to Buyer, at Closing, good and marketable title to the Personal Property. Title shall be conveyed by Bill of Sale executed by the CITY. For the avoidance of doubt, the Personal Property is, and shall remain, personal property and is not a fixture or real property, and no interest in land will be conveyed.

REMOVAL OF PERSONAL PROPERTY: By placing this offer for the Personal Property, the Buyer agrees to hire a North Carolina licensed General Contractor who will obtain a demo permit and will complete all of the following within 30 days of Closing (unless extended at the sole discretion of the City, such discretion not to be unreasonably withheld):

1. Disconnection and permanent termination of all of the Personal Property's utilities including but not limited to electrical, plumbing, and sprinkler systems, to the utility owner's specifications and requirements;
2. Disassembly of the Personal Property;
3. Building temporary walls for the Personal Property to prepare for transport to the Buyer's location; and
4. All other preparation of Personal Property for relocation.

Buyer agrees to also be responsible for relocating the modular building to their location should an agreement be made and assumes all risk and liability. Buyer is responsible for site clean up including repair of any damaged areas to match surrounding grade. Buyer shall rake any bare areas and apply seed and straw mulching. City will provide seed.

COSTS: Each party will be responsible for its own attorney's fees, if any. Buyer is responsible for all costs associated with the permitting, disassembly, and relocation of the Personal Property.

OFFER AND ACCEPTANCE. This instrument shall constitute a binding offer by Buyer to the CITY and shall remain open for acceptance by the CITY until such time as (1) an upset bid has been received, and the bid deposit has been received by the CITY for such upset bid; (2) the CITY rejects this Offer, or (3) the CITY issues a Final Acceptance of this Offer, whichever occurs first. In the event the CITY receives an upset bid and the bid deposit for such upset bid is received by the CITY, or in the event the CITY rejects this Offer, then this Offer shall be deemed terminated, and neither party hereto shall have any obligation, duty, or liability to the other party. In the event the CITY issues a Final Acceptance of this Offer, this Offer shall become a binding Agreement between the parties hereto and shall be interpreted as an Agreement between the parties hereto in spite of the many references to this document as an "Offer."

REJECTION OF OFFER: It is understood and agreed by the Buyer that at any time prior to the issuance of a Final Acceptance of this Offer, the CITY may (1) reject any and all offers (including this Offer) and/or upset bids received, and/or (2) withdraw the Personal Property from sale, as allowed by North Carolina General Statute § 160A-269.

EXECUTION OF THIS OFFER: The Buyer represents and warrants that this Offer has been duly authorized, and that the person signing has the authority to sign this Offer on behalf of the Buyer.

This Offer is made this 25 day of November, 2025.

Modular MastermindZ LLC
BUYER COMPANY NAME

James Myers
BUYER OWNER NAME

James Myers (Nov 25, 2025 14:02:10 MST)
BUYER OWNER SIGNATURE

Date of Proposed Acceptance by the CITY: _____
Date of Final Acceptance by the CITY: _____

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. **DISCLAIMER OF WARRANTIES:** BUYER ACKNOWLEDGES AND AGREES THAT THE CITY DOES NOT, BY THE ISSUANCE OF A PROPOSED ACCEPTANCE OR FINAL ACCEPTANCE, OR BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE SALE OF THE PROPERTY, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CITY MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN THE CITY'S LIMITED WARRANTY OF TITLE SET FORTH IN THE BILL OF SALE TO BE DELIVERED AT CLOSING), SUCH MATTERS AS AN ACCURATE SURVEY WOULD REVEAL, VALUE & MARKETABILITY OF THE PROPERTY, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (HEREINAFTER COLLECTIVELY CALLED THE "DISCLAIMED MATTERS"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF THE CITY. IF THE CITY ISSUES A FINAL ACCEPTANCE FOR THE PROPERTY, THE CITY SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY THE CITY OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS PARAGRAPH, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST THE CITY WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL PROTECTION,

POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA, AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING DATE, THE DELIVERY OF THE BILL OF SALE AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS OFFER.

2. **Other Payments at Closing.**

   a. **Taxes.** Buyer will be responsible for taxes, if any, accruing after the date of sale, it being acknowledged that the Personal Property has been exempt from taxation during the period The CITY has owned the Property. In the event Closing occurs in 2026, taxes will be prorated between the CITY and the Buyer over the 2026 calendar year.

   b. **Other.** Any other items which are customarily prorated in connection with the purchase and sale of property similar to the Personal Property shall be prorated as of the Closing Date.

      In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, the CITY shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent.

3. **Possession at Closing**. The CITY shall surrender possession of the Personal Property to Buyer on the Closing Date, subject to the provisions of the paragraph entitled “REMOVAL OF PERSONAL PROPERTY”.

4. **Remedies**.

(a) If the Hendersonville City Council issues a Final Acceptance of this Offer, and if the purchase and sale of the Personal Property contemplated hereby is not consummated in accordance with the terms and provisions of this Offer due to circumstances or conditions which constitute a default by Buyer under this Offer, the bid deposit shall retained by the CITY as the CITY's full liquidated damages for such default. The parties acknowledge that the CITY's actual damages in the event of a default by Buyer will be difficult to ascertain,

that such liquidated damages represent the parties' best estimate of such damages, and that the CITY and Buyer believe such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of the CITY by reason of a default by Buyer, and the CITY hereby waives and releases any right to sue Buyer for specific performance of this Offer or to prove that the CITY's actual damages exceed the amount which is herein provided to the CITY as full liquidated damages.

(b) If the Hendersonville City Council issues a Final Acceptance of this Offer, and if the purchase and sale of the Personal Property contemplated hereby is not consummated in accordance with the terms and provisions of this Offer due to circumstances or conditions which constitute a default by the CITY under this Offer, the Earnest Money shall be refunded to Buyer promptly upon request, and Buyer, as its sole and exclusive remedy, shall have the right to terminate this Offer, in which event all rights and obligations of the parties under this Offer shall expire, and this Offer shall become null and void, and the CITY shall have no other liability to Buyer under this Offer.

5. **RESERVED**.

6. **General Provisions.**

a. **Brokers.** There are no real estate brokers, agents or consultants involved in the making of this Offer, or in any Proposed Acceptance or Final Acceptance issued by the CITY, and the parties hereto shall indemnify and hold each other harmless from any fee or brokerage claims arising out of this transaction.

b. **Divestment Act.** The Buyer is not listed on the Final Divestment List ("Divestment List") created by the North Carolina State Treasurer pursuant ot Article 6E, N.C.G.S. § 147-86.55, *et seq,* ("Iran Divestment Act of 2015"). The Buyer shall not utilize in the performance of its obligations hereunder any agent, contractor or subcontractor listed on the Divestment List.

c. **E-Verify.** The Buyer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if the Buyer utilizes an agent, contractor or subcontractor, Buyer shall require them to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

d. **Notice.** Whenever any notice, demand or request is required or permitted under this Offer, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier (UPS, FedEx, etc.) for next business day delivery, to the addresses set forth below.

To the Buyer:	Modular MastermindZ LLC 3960 Howard Hughes Parkway Las Vegas, NV 89169
To the CITY:	**CITY OF HENDERSONVILLE** **Attn: John Connet, City Manager** 160 6th Avenue East Hendersonville NC 28792
With copy to:	Angela Beeker, City Attorney 160 6th Avenue East Hendersonville NC 28792

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be. Notices may be sent by email or facsimile for convenience, but must be followed up by one of the means above, which will be the official notice.

e. **Assignment.** This Offer may not be assigned by the Buyer.

f. **Headings**. The use of headings, captions and numbers in this Offer is solely for the convenience of identifying and indexing the various provisions in this Offer and shall in no event be considered otherwise in construing or interpreting any provision in this Offer.

g. **Applicable Law, Venue**. This Offer shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina. The sole venue for any suit, claim or action shall be in a state or federal

court sitting in HENDERSON County, North Carolina. Nothing herein shall be deemed to confer jurisdiction upon the federal courts, except as may be otherwise provided by law.

h. **Entire Offer; Modification**. This Offer supersedes all prior discussions and agreements among the CITY and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Offer contains the sole and entire understanding among the CITY and Buyer with respect thereto. This Offer shall not be modified or amended except by an instrument in writing executed by or on behalf of the CITY and Buyer.

i. **Attorney's Fees**. In the event of any litigation between Buyer and the CITY arising under or in connection with this Offer, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

j. **Authority**. Each party hereto warrants and represents that such party has full and complete authority to enter into this Offer and each person executing this Offer on behalf of a party warrants and represents that he has been fully authorized to execute this Offer on behalf of such party and that such party is bound by the signature of such representative.

k. **Counsel**. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Offer and has had ample opportunity to read, review, and understand the provisions of this Offer.

l. **No Construction Against Preparer**. No provision of this Offer shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

m. **No Lien**. This Offer is not and shall not be deemed or considered to convey or be an interest in or lien against the Property.

n. **No Recording**. In no event shall this Offer or any memorandum hereof be recorded by Buyer in any public records, and any such recordation or attempted recordation shall constitute a breach of this Offer by Buyer.

o. **Time of Essence; Dates**. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time

period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the "Effective Date," if any, shall be deemed to refer to the date the CITY issues a Final Acceptance of this Offer.

EXHIBIT B

(NEXT PAGE)

SPECIFICATIONS

Module Dimensions / Complex Base

(3) 13'-8" x 60' Modules

Occupancy: R-2 Dormitory

State/Code Requirements/Insignias IBC/NC

130 MPH Wind Speed

North Carolina

CHASSIS:

96" On Center outriggers (UT14)

(UT14-5460) Outrigger with 95.5" I-Beam Spacing

"I"-Beam Will Be Sized As Required

Axle Quantity Will Be Calculated As Required

Hitches are Detachable

FLOOR:

Bottom Board Material Has Nylon Impregnation

2" x 8" Floor Joist @ 16" O.C.

3/4" Plywood/ Advantech Floor Sheathing/Decking

VCT (Vinyl Composite Tile} Installed Per The Print

****Thru-out****

Manufacturer's standard is "Armstrong" brand VCT. If an alternate

brand or a color that differs from manufacturer's standard color

selections is chosen, an additional cost will be assessed. WALL SECTION:

Interior Wall Height: 8'4"

****BUILT TO BOTTOM OF ROOF DECKING @ BUNK ROOMS****

1 Double Top-Plate On Exterior Walls

2" x 6" Exterior Wall Height: 8"-4"

5/8" VCG {Type "X" Gypsum}

Interior Trim Package: Standard Battens

{UNLESS OTHERWISE NOTED}

4" VCB (Vinyl Cove Base) ****Thru-out****

INTERIOR DOORS SECTION:

12- 36"x80" 20 Minute Rated Flush Door

**** W/ SMOKE GASKETS****

{Includes Timely or Redi-Frames, Lever, Self Closing; Door Frame

Will Be Painted The Standard Finish Color (Bronze) & door is Imperial Oak}

10 Passage Locks

2 Privacy Locks for Restrooms

ROOF/CEILING SECTION:

1 Truss Spacing @ 24" O.C.

(UT14w) Transverse Truss (Engineered Truss) Snow Load Only as Required

Roof Load Only as Required 7/16" x 4 x 8 EPDM underlayment

12" peel & stick white mate line tape

Roof Covering: 45 mil. White EPDM (COMPLEX)

Ceiling Finish: 2' x 2' T-grid (Acoustical)

T grid to be finished to mate-line to a header/pony wall -just a trim piece shipped loose to cover header on site (T-grid will be finished @ factory)

{FOIL FACED INSULATION unless specified otherwise in the

insulation section - Also Note that the Ceiling Height Is Assumed 6" lower Than The Interior wall height On All Standard Applications/ MC Cabling Is The Minimum Raceway Required For A T-Grid Ceiling Application And Will be Used Unless A More Stringent Option Is Listed In The Electrical Section}

Ceiling Finish Is 8'0" Above Finished Floor

120 4-Layer 24" Ridge-Beam Construction:

{This Beam Will Be Constructed From 4-Layers Of 3/4" Structural Grade Plywood Installed as
And Fastened as Per Approved Fastening Schedule}

No Overhang/Projection on the Roof PLUMBING SECTION:

2- Restroom Description: Single-Station Handicap RR 2- Standard Lavatory (Wall Mount Type)

{Includes A Standard Faucet & Mirror}

2- Handicap Sink Protection - Sock for P-trap

2-Water Closet Type: HC Accessible W/ Std. Grab Bars

{Includes a Standard Toilet Paper Holder; Unless An Upgraded Toilet

Paper Holder Is Listed}

1-50 Gallon Water Heater w/disconnect

2-Handicap Accessible Shower

Supply Lines Are CPVC

Drain/Waste Lines Are PVC

{Please Note That All Manifolding Is Done On-Site By Others}

1 Rough-in Plumbing for a Refrigerator Icemaker

{Unless otherwise noted, All Appliances Are by Others}

1 Rough-in Plumbing for a Dishwasher

{Unless otherwise Noted, All Appliances Are by Others}

NFPA-13 Sprinkler System (Steel)

****Rough In Only****

NFPA-13 sprinkler system is to be roughed-in above & below the ceiling & stubbed to the outside. All site-work, including but not

limited to valves, bells, flow switches, risers, manifolding, & final testing is to be by others on site.

ELECTRICAL SECTION:

3- Panel Type: Standard 125 AMP 240V

36 Standard "T-Grid Type" 232 Fluorescent Lights

{Electronic Ballast & T-8 Bulbs}

3- Standard 60 Watt Porch Light With Photo-Cell 12-OCCUPANCY SENSOR

3- Combo Dual Head Emergency Light / Exit Sign

3- Double Exterior Emergency Light Remote Heads {Exterior Type To Match Porch Lights}

15-2" x 4" Junction Box With 1/2" Conduit (Standard)

{These Junction Boxes Will Be Stubbed-up into The Attic Cavity for T-grid Unless Otherwise Instructed By The Customer On The Print & Stubbed Into The Crawl Space On All Other Ceiling Types Unless Otherwise Instructed; All Boxes & Conduit Are Empty, All Wiring & Devices For Monitoring, Alarms & Security Are Entirely By Others} 2-180CFM Exhaust Fan

110 Volt Receptacles @ Approximately 12' O.C. {Standard}

Receptacles/Switches / Covers are White

6- GFI Receptacles As Required (See Prnt)

{GFI= Ground Fault Interupter}

2- Exterior Use GFI With Weather-Proof Cover

{In Use Type}

2- 110 Volt Dedicated Receptacle ****Dishwasher & Fridge****

1- Heat Tape Receptacle

1-220 Volt Stove Receptacle Per The Print 6- AC/DC smoke detector (battery back-up}

Standard Race-Way: 12-2 Romex Wiring

Race-Way: M.C. Cable Wiring Only Above The T-Grid

1 Special Item:

Arc Fault Recepts @ Bunk Rooms

HVAC SECTION

3-3 Ton Wall Mounted Unit With 10kw Heat Strip

168 Linear Feet of Fiberglass Supply Duct with Grilles {Oversized as Needed}

150 Linear Feet of Fiberglass Return Duct with Grilles Plenum / Chase Wall Per The Print

3-Digital Thermostat

15-STD 2' x 2' Supply Grilles for T-grid Ceiling

2-6" Supply Grille for T-Grid Ceiling RR 12-2' x 2' Return Air Grilles for T-grid Ceiling CABINETS & FURNISHINGS

22 Linear Foot Of "Oak" Base Cabinets ***LWES***

20 Linear Foot Of "Oak" Overhead Cabinets

(Includes Center Shelf}****LWES****

1 Double Stainless Steel Sink With Faucet ****DELTA****

1 Single lever kitchen faucet with sprayer

EXTERIOR SECTION:

Smart Panel Siding (Complex)

204 Smart Panel Siding Mansard

****False Mansard****

Sheathing Installed As Per Applicable Requirements

Standard House Wrap Installed 100%

{All wrap installed right side up & in a shingled fashion} WINDOWS SECTION:

11 Vinyl Mini-Blinds

{Standard Colors Only}

1 30x27 VS Vinyl White Frame & Low E Ins Glass 10-36x62 VS White Vinyl Frame & Low E Ins Glass EXTERIOR DOORS:

2-36"x80" Steel/ Steel Exterior Door w/ 6"x30" VB 1-36x84"Store Front Door Brnz. Frame Clear Glass 2 Standard Lever

2 Standard Closure

INSULATION SECTION:

Exterior Wall Includes R -19

(Requires 2" x 6" minimum exterior walls)

Floor Includes R-30

Roof Includes R-60

R-11 Sound Reduction Batts In All Interior Walls

EXHIBIT C

(NEXT PAGE)

CITY OF HENDERSONVILLE

Surplus Memo Approval

TO: John Connet, City Manager

FROM: Logan Hickey, Procurement/Contract Administrator

DATE: 08/13/2025

SUMMARY:

The City of Hendersonville's Fire Department has determined that the following furniture is no longer in use by the City and currently located in the Modular Building at 632 Sugarloaf Rd. Fire Department made this furniture available to Department Heads for their areas to be claimed by 8/8/25 in the attached email chain. Representing Fire, the Finance Department has estimated fair market value and is requesting that these items be declared surplus with the intent to include them as part of the public auction for the City's Modular Building. City Council previously approved the Modular Building to be declared surplus and to be sold at auction on 6/5/25 per the attached Resolution # R-25-42. If approved, the awarded bidder will be awarded the Modular Building (which includes appliances) and this now this furniture. This furniture surplus request is being submitted to John Connet since the value of these assets are $30,000.00 or below per N.C.G.S. § 160A-265/266 and per the attached Resolution # 11-1051 from October 2011. Images of the furniture are also attached.

- Label #1: Two-sided Desk: $100
- Label #2: File Cabinet:$20
- Label #3: Three-sided Desk: $100
- Label #4: Desk chair: $10
- Label #5: Cabinet: $10
- Label #7: File Cabinet: $20
- Label #8: Cabinet: $50
- Label #9: Set of 5 Side Chairs: $100
- Label #10: Cabinet: $50
- Label #12: Two-sided Desk with Tabletop VARIDESK Stand: $125
- Label #14: Cherry Desk: $100
- Label #15: File Cabinet: $10
- Label #16: Three-sided Cherry Desk: $150
- Label #17: Rolling Desk Chair: $10
- Label #19: Paper Holder: $10
- Label #20: Two-sided Desk: $100
- Label #22: Rolling Desk Chair: $10

- Label #23: Two-sided Desk: $100
- Label #24: Cabinet: $50
- Label #25: Table: $40
- Label #26: Cabinet: $10
- Total Estimated Value: $1,175.00

ATTACHMENTS:
Council Modular Building Council Agenda
Resolution # R-25-42
Resolution # 11-1051
Email to Department Heads
Furniture Images

Approved, John Connet, City Manager

19/08/2025

Date of Approval

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey **MEETING DATE:** 6/5/2025

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance

TITLE OF ITEM: Approval to Declare and Sell Surplus- *Logan Hickey*

SUGGESTED MOTION(S):

I move City Council to adopt the *Resolution by the City of Hendersonville City Council to declare the following asset as inventory and to authorize it to be sold via internet auction.*

SUMMARY:

The City of Hendersonville has determined that the triple wide building (which temporarily housed part of our Fire Department during the construction of our new Fire Station) should be declared surplus. City Administration has considered options for repurposing the building for other capacities, however, there is not currently a need at the City for the facility. In 2024, the City received an informal estimate that the building was worth $205,000.00. Per the request of City Administration, the Finance Department is requesting that this asset be declared surplus with the intent to sell it via internet auction. This is being submitted for Council approval per N.C.G.S. § 265 as the value of the assets is greater than $29,999.99. Per the attached Resolution # 11-1051 from October 2011 and per 160A-270(C), internet auction is legally appropriate provided Council approves this Resolution.

ATTACHMENTS:
Resolution # 11-1051
Resolution for this Surplus 6/5/2025

Resolution #R-25-42

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO DECLARE THE TRIPLE WIDE ASSET AND TO AUTHORIZE ITTO BE SOLD VIA INTERNET AUCTION

WHEREAS, The City of Hendersonville has determined that the triple wide building (which temporarily housed part of our Fire Department during the construction of our new Fire Station) should be declared surplus; and

WHEREAS, City Administration has considered options for repurposing the building for other capacities, however, there is not currently a need at the city for the facility; and

WHEREAS, In 2024, the City received an informal estimate that the building was worth $205,000.00; and

WHEREAS, Per the request of City Administration, the Finance Department is requesting that this asset be declared surplus with the intent to sell it via internet auction; and

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

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

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of June, 2025.

Barbara G. Volk

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

Jill Murray

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Resolution #11-1051

A Resolution Delegating the Authority for Declaring Personal Property Surplus

Whereas, North Carolina General Statutes 160A-266(b) provides that private negotiation and sale may be used with respect to disposing of personal property valued at less than $30,000 for any one item or group of similar items; and

Whereas, North Carolina General Statutes 160A-266(c) provides that the City Council may authorize one or more City officials to declare surplus any personal property valued at less than $30,000 for any one item or group of items; and

Whereas, North Carolina General Statutes 160A-270 (c) authorizes the use of electronic advertising for electronic auction of surplus property;

Now, Therefore, Be It Resolved by the City Council of the City of Hendersonville, North Carolina, that effective as of the date of adoption of this ordinance, the City Manager is granted authority to declare as surplus personal property any single item or a group of items with a value of up to $30,000, to set its fair market value, and to convey title to the property and to advertise electronically the sale of any personal property; and

Be It Further Resolved, that the City Manager shall keep a record generally describing the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange, and shall make a report to the City Council ~~at the next regularly scheduled meeting of the City Council~~ **describing the results of the sale.**

[Additions are **bold underlined**, deletions are ~~struck-through~~]

Adopted this sixth day of October, 2011.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, MMC, City Clerk

G:\Clerk\Resolutions\Res 11\111051 Res Delegating auth for personal property disposal.wpd

Outlook

Fw: Office furniture available

From Hickey, Logan <lhickey@hvlnc.gov>
Date Tue 8/12/2025 9:23 AM
To Hickey, Logan <lhickey@hvlnc.gov>

From: Ludwig, Pam <pludwig@hvlnc.gov>
Sent: Thursday, July 31, 2025 10:21 AM
To: Beeker, Angela <abeeker@hvlnc.gov>; Connet, John <jconnet@hvlnc.gov>; Detwiler, Brent <bdetwiler@hvlnc.gov>; Harrell, Jennifer <jharrell@hvlnc.gov>; Heatherly, Jay <jheatherly@hvlnc.gov>; Holloway, Lew <lholloway@hvlnc.gov>; Huffman, Mike <mhuffman@hvlnc.gov>; Justus , Allison <ajustus@hvlnc.gov>; Miller, D. James <dmiller@hvlnc.gov>; Murr, Adam <amurr@hvlnc.gov>; Murray, Jill <jmurray@hvlnc.gov>; Myhand, Blair <bmyhand@hvlnc.gov>; Pahle, Brian <bpahle@hvlnc.gov>; Pat Spampinato <pat.spampinato@vc3.com>; Powell, Krystal <kpowell@hvlnc.gov>; Shanahan, Brendan <bshanahan@hvlnc.gov>; Steurer, Adam <asteurer@hvlnc.gov>; Wooten, Tom <twooten@hvlnc.gov>
Cc: Ledford, Tammy <tledford@hvlnc.gov>; Wiggins, Rhonda <rwiggins@hvlnc.gov>; Justus, Melissa <mjustus@hvlnc.gov>; Case, Jennifer <jdcase@hvlnc.gov>; Swann, Terri <tswann@hvlnc.gov>
Subject: Office furniture available

Dear Mr. Connet, Mr. Pahle, Department Heads and Administrative Assistants,
Chief Ward asked me to send you this SharePoint link with photos of office furniture we currently have available for any of your department's use. Annex
The furniture is currently in the Annex at Fire Station 2 and we would be happy to meet you, at your convenience, if you are interested in any of the items.
Please let us know by Friday, August 8th if you have any interest.
If you have any issues accessing this folder, please let us know.
Thank you very much for your time and consideration.

Thank you,
Pam

Administrative Assist. III
Hendersonville Fire Dept.
851 N. Main St.
Hendersonville, NC 28792
pludwig@hvlnc.gov
828-697-3024

FIRE MODULAR BUILDING SURPLUS FURNITURE

Surplus Memo Approval Request - Fire Furniture

Final Audit Report 2025-08-19

Created:	2025-08-13
By:	Logan Hickey (lhickey@hvlnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHVQocBl85AnfHOIeYHnJoVtaynS4V4C4

"Surplus Memo Approval Request - Fire Furniture" History

Document created by Logan Hickey (lhickey@hvlnc.gov)
2025-08-13 - 2:00:52 PM GMT

Document emailed to John Connet (jconnet@hvlnc.gov) for signature
2025-08-13 - 2:00:57 PM GMT

Email viewed by John Connet (jconnet@hvlnc.gov)
2025-08-19 - 8:15:30 PM GMT

Document e-signed by John Connet (jconnet@hvlnc.gov)
Signature Date: 2025-08-19 - 8:15:47 PM GMT - Time Source: server

Agreement completed.
2025-08-19 - 8:15:47 PM GMT

MODULAR - OFFER TO PURCHASE (REVISED)

Final Audit Report 2025-11-25

Created:	2025-11-25
By:	Logan Hickey (lhickey@hvlnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlYGxWdK_5tYrdC1JRSZ-PxhSdI-X9KT6

"MODULAR - OFFER TO PURCHASE (REVISED)" History

Document created by Logan Hickey (lhickey@hvlnc.gov)
2025-11-25 - 8:55:42 PM GMT

Document emailed to bestininvestingroup@gmail.com for signature
2025-11-25 - 8:56:02 PM GMT

Email viewed by bestininvestingroup@gmail.com
2025-11-25 - 8:59:41 PM GMT

Signer bestininvestingroup@gmail.com entered name at signing as James Myers
2025-11-25 - 9:02:08 PM GMT

Document e-signed by James Myers (bestininvestingroup@gmail.com)
Signature Date: 2025-11-25 - 9:02:10 PM GMT - Time Source: server

Agreement completed.
2025-11-25 - 9:02:10 PM GMT

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL RESOLUTION OF PROPOSED ACCEPTANCE OF NEGOTIATED OFFER

WHEREAS, the City of Hendersonville owns certain personal property, being one modular building located at 632 Sugarloaf Rd, Hendersonville, North Carolina, together with: (1) all kitchen appliances located within such modular building as of the Closing Date, and (2) all furniture located within such modular building as of the Closing Date, and expressly excluding any interest in the underlying real property, land, or site improvements, the foregoing modular building hereinafter referred to as the "Personal Property"; and,

WHEREAS, City Council previously approved declaring this property surplus and to sell via internet auction via Resolution # 25-42. The City Manager declared the furniture within the unit as surplus and approved including it within this sale as identified in Exhibit C. The unit was made available for internet auction after via GovDeals after it had been advertised in the newspaper 30 days prior. The high bid amount came to $31,000.00; and,

WHEREAS, this amount was not accepted by City Leadership, however, the City has received a NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 ("Offer"), a copy of which is attached hereto and incorporated herein by reference; and,

WHEREAS, pursuant to the Offer, Modular MastermindZ LLC ("Buyer"), is offering to purchase the Property for the sum of Fifty thousand dollars and no/100 ($50,000.00), subject to the terms and conditions contained within the Offer; and,

WHEREAS, subject to the terms below, the Hendersonville City Council wishes to issue a proposed acceptance of the Offer; and,

NOW THEREFORE, the Hendersonville City Council resolves that:

1. The Council authorized the sale of the Personal Property described above and proposes to accept the Offer pursuant to the procedures of 160A-269.
2. The Buyer is required to deposit with the City Clerk a sum equal to 5 % of the offer, or $2,500.00. The Clerk will cause a notice to be published in a newspaper of record advising that upset bids will be accepted within 10 days of the date of publication, which bid shall increase the proposed sales price by at least an amount equal to 10% of the first $1,000.00 of the purchase price and 5% of the excess. Such upset bids shall be made to the City Clerk and accompanied by a deposit equal to 5% of the new purchase price, at which time the Clerk shall then publish a new notice advising that further upset bids, increased in the same minimum amount may be accepted within 10 days from the date of publication.
3. Each bidder submitting an upset bid shall be bound by the same terms and conditions as contained in the Offer. Each bidder shall therefore be required to sign an offer in the form of the Offer attached hereto as Exhibit A, with the only differences being (1) a revised purchase price; and (2) modification of the terms of the upset bid procedure described in the Offer to reflect the terms of this Resolution.
4. When there are no further bidders, the high bid shall be reported to the Council by the Clerk.

5. Closing shall occur within 30 days of the issuance of a final acceptance by the Council.
6. The City reserves the right to withdraw the property from sale at any time before the issuance of a final acceptance and the right at any time to reject all bids.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 26th day of November, 2025.

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: Blake Fulgham **MEETING DATE:** 12/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Public Services

TITLE OF ITEM: Agreement – NCDOC Administered Small Business Infrastructure Grant Program (SmBIZ) – *Blake Fulgham, Management Analyst II-Strategy & Performance*

SUGGESTED MOTION(S): I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the City Manager to Enter into an Agreement with the North Carolina Department of Commerce for the SA-0428 Cane Creek Industrial Park Redundant Waterline Connection Project.*

SUMMARY:

The North Carolina Department of Commerce has set up a funding opportunity called the *Small Business Infrastructure Grant Program* to support local governments and small businesses impacted by Hurricane Helene to rebuild and repair critical infrastructure, restore operations, and support economic sustainability for impacted regions. We were awarded $850,000 for our grant application of the *Cane Creek Industrial Park Redundant Waterline Connection Project.* This project, once completed, will increase reliability and redundancy for the current waterline that runs across Cane Creek Industrial Park Rd., which received damage due to Hurricane Helene and lays at the bottom of Mudd Creek.

BUDGET IMPACT: $850,000

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

If no, describe how it will be funded.

This project will be funded in whole by the North Carolina Department of Commerce.

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

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Resolution

Agreement

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

GOVERNOR
Lee Lilley
SECRETARY
Reginald Speight
ASSISTANT SECRETARY

November 25, 2025

Barbara Volk
Mayor
City of Hendersonville
160 6th Ave E
Hendersonville, NC 28792

Re: Contract Agreement for Grant Number SA-0428; Your Signature and Reply is Requested
Project Title: "Cane Creek Industrial Park Redundant Waterline Connection"

Dear Mayor Volk:

This contract document is required to finalize the grant award for funding as described in the Disaster Recovery Act of 2025 – Part I. Below is a description of the documents included along with an explanation of each.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Small Business Infrastructure Grant Application	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request payments from the Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Small Business Infrastructure Grant Program Guidelines	No Signature Required

Please execute this document and return a copy to nichole.gross@commerce.nc.gov. A copy of this document and all others pertaining to the project will be available and accessible through the Rural Connect Portal. If you have any questions, or if I

can be of any assistance, please contact me, hazel.edmond@commerce.nc.gov or please contact your program manager, nichole.gross@commerce.nc.gov.

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Small Business Infrastructure Grant Agreement (the "Agreement") with the **City of Hendersonville** (the "Local Government"), each being referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the North Carolina General Assembly ("General Assembly") has determined that it is the policy of the State to assist with disaster recovery;

WHEREAS, the General Assembly, in the Disaster Recovery Act of 2025 – Part I (North Carolina Session Law 2025-02) (the "Act"), transferred funds from the State Emergency Response and Disaster Relief Fund ("SERDRF") to the Hurricane Helene Disaster Recovery Fund (the "Helene Fund");

WHEREAS, in Section 2A.2(4) of the Act, the General Assembly appropriated Fifty-Five Million Dollars ($55,000,000) from the Helene Fund for the Small Business Infrastructure Grant Program (the "Program");

WHEREAS, under Section 2F.1(a) of the Act, the Program is to be administered by Commerce;

WHEREAS, the General Assembly has created the Rural Economic Development Division ("REDD") within Commerce, and REDD will be responsible for administering the Program;

WHEREAS, the purpose of the Program is to provide grants to eligible local governments to expedite infrastructure repairs impacting the operation and patronage of small businesses in the Affected Area;

WHEREAS, under Section 2F.1(c) of the Act, the General Assembly has authorized Commerce to review applications for grants under the Program and, where appropriate, award grants to eligible local governments on a first-come, first-served basis; and

WHEREAS, pursuant to the Act, and based on the application filed by the Local Government (the "Application") and any subsequent materials supporting the Application that have been approved of by Commerce in writing as of the Effective Date, all of which are included as Exhibit A and are incorporated by reference herein, Commerce has approved a grant to the Local Government (the "Grant); and

WHEREAS, without limitation, Commerce awarded the Grant: (1) based on the Application filed by the Local Government and the certifications contained therein and (2) for the completion of the Project (as defined below), as summarized in the Application.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

SECTION 1. DEFINITIONS

1.1 "Act" means The Disaster Recovery Act of 2025 – Part 1 (N.C.S.L. 2025-02).

1.2 "Affected Area" means the counties designated before, on, or after March 19, 2025, under a major disaster declaration by the President of the United States under the Stafford Act (P.L. 93-288) as a result of Hurricane Helene.

1.3 "Agreement" means this Small Business Infrastructure Grant agreement between the Local Government and the Department of Commerce, as amended, modified, revised, or supplemented from time to time and including the documents set forth in the Preamble and the Exhibits listed in Paragraph 5.14.

1.4 "Application" has the meaning set forth in the Preamble.

1.5 "Commerce" means the North Carolina Department of Commerce.

1.6 "Effective Date" has the means **10/31/2025**

1.7 "Eligible Local Government" means a city or county, as defined in N.C. Gen. Stat. §§ 160A-1 and 153A-1, located in an Affected Area.

1.8 "General Assembly" means the North Carolina General Assembly.

1.9 "Grant" means the Small Business Infrastructure Grant awarded to the **City of Hendersonville** on **10/31/2025** by Commerce and subject to the terms and conditions of this Agreement.

1.10 "Grant Term" means the effective period of this Agreement beginning on **10/31/2025** ("Effective Date") and terminating on **10/31/2028** unless terminated on an earlier date under the terms of this Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term agreed upon in writing by the Local Government and Commerce.

1.11 "Local Government" means **City of Hendersonville** a **city** in **Henderson County** North Carolina.

1.12 "Project" means repair or reconstruction of the **Public Water Improvements**, as described in the Application.

1.13 "Project Change" means any material alteration, addition, deletion, or expansion of the Project, including but not limited to material changes to construction or rehabilitation and any filing of bankruptcy by the Local Government.

1.14 "Qualifying Infrastructure Needs" means water, sewer, gas, telecommunications, high-speed broadband, electrical utility, and sidewalk and curb infrastructure serving one (1) or more small businesses located in an Eligible Local Government and damaged by Hurricane Helene that, until repaired, inhibits access to or operations of one or more of those Small Businesses (as defined below). For purposes of the Agreement, infrastructure owned by the Small Business(es) or for which the Small Business(es) is/are responsible for maintaining is not included.

1.15 "REDD" has the meaning set forth in the Preamble.

1.16 "Secretary" means the Secretary of the North Carolina Department of Commerce.

1.17 "Small Business" means

Business Name	Legal Designation of Business	State Registered
Black Bear Coffee Co., Inc 318 N. Main Street Hendersonville, NC 28792	Corporation	North Carolina

organized under the laws of the state of NC, a business with a physical presence in the Affected Area that employs/ one hundred fifty (150) or fewer employees, as identified in the Application.

1.18 "State" means the State of North Carolina and any of its related agencies, commissions, or departments (including Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives.

SECTION 2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties by the Local Government

a) The Local Government makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to Commerce's decision to enter into this Agreement and to its determination that the Local Government is eligible for a grant with respect to the Project, and the Local Government further agrees that each representation and warranty shall be true, accurate, and complete as of the date of execution and delivery of this Agreement and as of the date of any disbursement of Grant funds:

b) The execution and delivery of this Agreement have been duly authorized by all necessary Local Government action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Local Government is a party or by which it is bound.

c) To the knowledge of the Local Government, no action or legal proceeding is threatened against it or affecting it that may adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the abilities of the Local Government to discharge its obligations under this Agreement. If it is subsequently found that such an action, suit, proceeding, or investigation did or could threaten or affect the development and/or completion of this Project, the Local Government shall be liable to Commerce for repayment of the entire amount of the Grant, and this Agreement may be terminated by Commerce, effective upon notice of such termination.

d) No approval is necessary, or if any approval is necessary, all such approvals have been obtained from any governmental authority as a condition to the execution of this Agreement by the Local Government. The Local Government shall provide Commerce with evidence of the existence of any such necessary approvals at the time of the execution of this Agreement.

e) The Local Government is solvent.

f) The Local Government shall provide Commerce with any information it obtains with regard to the Project. Additionally, at Commerce's request and on Commerce's behalf, the Local Government shall exercise any rights of the Local Government to access, obtain, review, or monitor such information in the possession of third parties, including any Business.

g) The Local Government shall exercise all of its rights and duties under this Agreement in a prudent and timely manner to ensure the use of the Grant funds for their intended purposes and objectives and to preserve the rights of Commerce in this Agreement.

h) If the Local Government fails to timely repay Commerce any Grant funds upon request and as directed, and, at its sole discretion, Commerce elects to initiate legal proceedings against the Local Government for such repayment, the Local Government is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

i) The Local Government qualifies as an Eligible Local Government.

j) The County in which the Local Government sits qualifies as an Affected Area.

k) The Small Business is a business with a physical presence in the Affected Area that employs one hundred fifty (150) or fewer employees.

l) The Project addresses a Qualifying Infrastructure Need that adversely affects access to or operations of the Small Business identified in the Application.

m) The infrastructure to be repaired by the Project was damaged by Hurricane Helene.

n) The Small Business does not own the infrastructure to be repaired by the Project and is not responsible for maintaining the infrastructure to be repaired by the Project.

o) The Small Business identified in the Application was adversely impacted by Hurricane Helene, and the resulting damage to infrastructure has inhibited access to or operations of the Business.

p) The Small Business identified in the Application will benefit from the Project.

q) The Local Government will use the Grant Funds only for purposes of repairing the Qualifying Infrastructure Needs identified in the Application, as permitted under this Agreement and under the Act.

2.2 Changes in the Project or Other Conditions.

(a) There shall be no Project Change unless expressly approved by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

(b) Additionally, the Local Government immediately shall provide written notice to Commerce of any change in conditions, local law, or any other event which may significantly affect its ability to oversee, administer, or perform this Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law, or other event to constitute a Project Change.

SECTION 3. TERMS AND CONDITIONS OF AGREEMENT

3.1 Project Details

(a) The Local Government represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.

(b) The Project will commence on **10/31/2025.**

(c) The infrastructure is to be repaired as described in the Application.

(d) The Small Business/Businesses are located

Business Name	Legal Designation of Business	State Registered
Black Bear Coffee Co., Inc 318 N. Main Street Hendersonville, NC 28792	Corporation	North Carolina

utilize the infrastructure to be repaired, and have been negatively impacted by damage to the infrastructure, as described in the Application.

(e) The Project will be completed on or before **10/31/2028.** If the Local Government anticipates a delay in the Project, the Local Government will provide timely notice, in writing, to Commerce of the delay and the anticipated date of completion. Commerce, in its sole discretion, then will provide written consent to an extension of the Project End Date.

3.2 Grant Funds

(a) Commerce grants to the Local Government an amount not to exceed **$850,000** for expenditures directly related to the Project. If Commerce determines that the actual costs of the Project are less than the Grant amount, Commerce, in its sole discretion, may reduce the amount of the Grant accordingly. If the Local Government determines that the actual costs of the Project are less than the Grant amount, it shall report so to Commerce, in writing, and return any surplus Grant funds to Commerce within thirty (30) days of making that determination.

(b) Grant funds will be distributed to the Local Government in accordance with the Payment Schedule established in Exhibit B. For those funds not distributed in advance (in accordance with Exhibit B), the Local Government will complete a Payment Request Form (provided by Commerce), along with invoices and proof of payment, and submit said form and documentation to Commerce. Upon receipt and review of the Payment Request Form and attached documentation, Commerce will disburse payment to the Local Government. Commerce may, in its sole discretion, request additional documentation of expenses from the Local Government prior to disbursement of Grant funds.

(c) If Grant funds are distributed in advance, the Local Government will provide proof that those advanced funds were used exclusively for the purpose of the Project. Such proof will be provided according to the terms of Exhibit B. Should the Local Government fail to provide such proof within sixty (60) days of receipt of the advanced distribution, the Project will be

placed into default status, and no further payments will be made until the required documentation is submitted to and approved by the Department.

(d) The Local Government shall use Grant funds exclusively for the purpose of the Project, as described in the Application, and consistent with all applicable State, federal, and local laws, rules, regulations, and requirements (including, without limitation, all language in the Act regarding this funding). The Local Government shall not make or approve of any improper expenditure of Grant funds.

(e) The Local Government may use Grant funds for administrative purposes, provided those administrative expenses do not exceed [one and a half percent] (1.5%) of the total Grant funds awarded to the Local Government.

(f) The Local Government shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty (30) days, unless Commerce terminates the Agreement pursuant to Paragraph 3.3 below, in which case any expenditures shall be made pursuant to the requirements of that Paragraph.

(g) The obligations of the State (including but not limited to REDD and Commerce) to pay any amounts under this Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, Commerce has the right to terminate this Agreement by giving written notice to the Local Government. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice of termination. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Local Government shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

a) Termination

a) If the Local Government fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, the Local Government agrees that Commerce has the right to terminate this Agreement by giving the Local Government written notice of termination. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice from Commerce to the Local Government. Upon such termination, Commerce shall have no responsibility to make additional Grant payments under this Agreement. Upon such termination, the Local Government shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
b) The terminations and remedies addressed in this Section 3.3 are in addition to those terminations and other remedies set forth elsewhere in this Agreement.

3.4 Project Records

(a) The Local Government shall maintain full, accurate, and verifiable financial records, supporting documents, and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

(b) The Local Government shall retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved. Similarly, if litigation or other action arising out of or related in any way to this Project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

3.5 Monitoring, Reports, and Auditing

(a) The Local Government shall ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Agreement. Additionally, the Local Government shall regularly monitor all performance of Grant-supported activities, including activities performed by any third party.

(b) The Local Government will comply with the Reporting Schedule established in Exhibit C. The Local Government shall submit progress reports on or before January 15th and July 15th of each year of the Grant Term. The first of these reports shall be due on or before January 15, 2026. The Local Government also shall submit a final report upon the earlier of: (i) the date of completion of the Project or (ii) no later than thirty (30) days following the Termination Date. These reporting requirements shall be completed as directed by REDD staff and shall remain in effect for the entire Grant Term, including any extension to the Grant Term.

(c) The Local Government acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Local Government and are subject to change from time to time. Upon completion, the Local Government shall forward to Commerce one copy of any audited financial statements and accompanying reports generated during the period between the Effective Date and Termination Date of this Agreement.

(d) The Local Government shall grant the State and any of its related agencies, commissions, or departments (including, without limitation, Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget Management, and the Joint Legislative Commission on Governmental Operations) and an of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents in the possession of the Local Government or any third-party or business relating to the Agreement or the Project. In addition, the Local Government shall comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, REDD or Commerce) for financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

SECTION 4. WAIVER

4.1 No Waiver by the State

(a) Failure of the State at any time to require performance of any term or provision of this Agreement shall not affect the rights of the State to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein at a later date. No waiver by the State of any condition or the breach of any term, provision, or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall not operate as a continuing waiver of any such condition or of a future breach of any other term, provision, or representation.

4.2 Waiver of Objections to Timeliness of Legal Actions

(a) The Local Government waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including REDD or Commerce) to enforce its rights under this Agreement. This waiver includes any objections the Local Government may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

SECTION 5. MISCELLANEOUS PROVISIONS

5.1 Independent Status of Local Government

(a) The Local Government and any third party are entities independent from the State and any agency or employee thereof. The Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among the State, the Local Government, and/or any third party, nor shall the Agreement or the Project be construed to make the Local Government (including its employees, agents, members, or officials) or any third party employees, agents, members, or officials of the State. Neither the Local Government nor any third party shall have the ability to bind the State or any agency, division, or employee thereof to any agreement for payment of goods or services or represent to any person that they have such ability.

5.2 Liabilities and Loss

(a) The Local Government hereby agrees to release, indemnify, and hold harmless the State (including, without limitation, Commerce), and their respective members, officers, directors, employees, agents, and attorneys (together, the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Local Government or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Local Government hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost, or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Local

Government or of any third party or of any of their agents, contractors, servants, employees, licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the Project.

5.3 Additional Repayment Requirements and Remedies

(a) The repayment requirements and remedies addressed in this Section 5.3 are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b) If there is a breach of any of the requirements, covenants, or agreements in this Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Local Government agrees that Commerce may require repayment from the Local Government of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Local Government has already received under this Agreement.

5.4 Non-discrimination.

(a) The Local Government agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or disability related to the activities of this Agreement.

5.5 Conflict of Interest.

(a) The Local Government shall adopt and keep on file, along with the executed copies of this Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Local Government's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance, or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Local Government's employees, officers, or members of its governing body, from the Grant or the Project, and shall include actions to be taken by the Local Government or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Local Government certifies that, as of the date it executes this Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the Grant Term and for the duration of the Project, the Local Government has the duty to inform Commerce promptly of any such conflict of interest or direct or indirect benefit of which it becomes aware.

5.6 Compliance with Laws.

(a) The Local Government shall at all times observe and comply with all laws, regulations, codes, rules, ordinances, and other requirements (together, "Laws") of the state, federal, and local governments which may in any manner affect the performance of the Agreement or the Project. This includes compliance with any and all State and federal environmental laws and regulations.

5.7 Non-Assignability.

(a) The Local Government shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce, provided, however, that claims for money due to the Local Government from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

5.8 Other Agreements.

(a) The Local Government understands and consents that, if it is a party to a separate grant agreement or loan with the State, then full compliance with that separate grant agreement or loan and with this Agreement is required. Any default under the separate grant agreement or loan during the term of this Agreement, as it may be extended, may be the basis for Commerce to deny payment under this Agreement or request repayment of any funds previous paid in the discretion of Commerce.

5.9 Notice.

(a) All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows, or when submitted via electronic mail as follows:

If to the Department of Commerce : Attn: **Hazel Edmond, Director**
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346
Email: hazel.edmond@commerce.nc.gov

If to the Local Government: Attn: **Mayor Barbara Volk**
City of Hendersonville
160 6th Avenue E
Hendersonville, NC 28792
Email:
bvolk@cityofhendersonville.org

or addressed to such other address or to the attention of such other individual as Commerce or the Local Government shall have specified in a notice delivered pursuant to this subsection.

All notices required or permitted to be delivered hereunder and all communications in respect hereof also shall be deemed given when submitted to the Rural Connect Portal.

5.10 Entire Agreement.

(a) This Agreement supersedes all prior agreements between or among Commerce and the Local Government with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified, or altered, except pursuant to a writing signed by both Commerce and the Local Government.

5.11 Execution.

(a) This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

5.12 Construction, Jurisdiction, and Venue.

(a) This Agreement shall be construed and governed by the laws of the State of North Carolina.

(b) The Local Government agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

5.13 Severability

(a) Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5.14 Exhibits

(a) The following Exhibits are hereby incorporated by reference as though set forth in their entirety herein:
   i. Exhibit A –Small Business Infrastructure Development Grant Project Application
   ii. Exhibit B – Payment Schedule
   iii. Exhibit C – Reporting Schedule
   iv. Exhibit D – The Small Business Infrastructure Development Grant Guidelines

SECTION 6. ACCEPTANCE

6.1 Return of Documents

(a) If the Local Government agrees to the Agreement terms and conditions as stated, the Local Government will execute the Agreement, as directed by REDD staff. This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Local Government.

6.2 Conditions of the Agreement

(a) An authorized signatory of the Local Government shall execute the Agreement in its exact form, unless Commerce approves a change to its terms in writing.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Hendersonville

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: [SEAL]

Printed Name: Reginald Speight

Title: Assistant Secretary for Rural Economic Development

Date: 11/25/2025

EXHIBIT A
SmBIZ Project Application

Application
App-001131

Details | Application | Checklist | Cost Categories

Information

Application Name: App-001131	Status: Approved
Account: City of Hendersonville	External Status: Approved
Account Address: 160 6th Avenue E Hendersonville, North Carolina 28792	Original Submitted Date: 10/30/2025, 4:01 PM
Program: Rural Engagement and Investment Fund	Submitted Date/Time: 10/30/2025, 4:01 PM
Grant: Small Business Infrastructure Grant Program	Approved Date/Time: 10/31/2025, 3:11 PM
External Grant Administrator Account:	County: Henderson
Project Title: Cane Creek Industrial Park Redundant Waterline Connection	County Tier: 3
	Prosperity Zone: Western

Project Description

Project Description:
During hurricane Helene, the current existing waterline that runs along Cane Creek Industrial Park Rd was damaged and became inoperable for a period of time post hurricane. This resulted in the surrounding area, which includes multiple small businesses, to be without water access as this is the sole waterline that supplies this region of Fletcher, NC potable water. The project that we are proposing is the construction and development of an additional waterline connection along Mills Gap Rd. that spans about 2,800 feet to provide increased resiliency and redundancy to the ability of the City of Hendersonville to provide water to the businesses that operate in this region as well as the Hoopers Creek community as a whole. The project will also include the installation of 5 new fire hydrants to align with city ordinances and will increase safety standards for emergency response vehicles along Mills Gap Rd which will increase the fire department's ability to address fire related emergencies at this location.

Contact Information

Contact: Blake Fulgham	External Grant Administrator:
Chief Elected Official Contact: Barbara Volk	Chief Administrative Officer: John Connet

Funding Information

Original Grant Amount: $850,000.00	Total Other Federal Resources: $0.00
Grant Amount Requested: $850,000.00	Total State Resources: $0.00
Total Project Resources: $850,000.00	Total Local Resources: $0.00
	Total Leveraged Resources: $0.00

Narrative Questions

Please refer to the SmBIZ Guidelines for the information that should be included in your narrative responses. Please provide complete and detailed responses.

DESCRIBE THE INFRASTRUCTURE IMPACTS ON YOUR COMMUNITY.

Provide a detailed description of the qualifying infrastructure needs. Description must include:

•Summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;

•Description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;

•Details of damage to infrastructure and immediate risks due to damage;

*••Explanation of any proposed repairs to improve durability and sustainability of infrastructure

Addressing the water infrastructure in the Cane Creek Industrial Park & Hoopers Creek region of the Town of Fletcher is vital to adhere to the commitment of providing safe and clean water by the City of Hendersonville throughout our entire water distribution network. During and post Hurricane Helene, this area sustained major flood water damage and the waterline in this area, owned and maintained by the City of Hendersonville, received considerable damage. This left the region without any accessible water supply to their businesses. This region remained without unpotable water for 8 days after the hurricane, and 10 days without potable water. The small businesses in the region were faced with immense challenges in performing their business-related activities without a clean and safe water supply which negatively impacted their ability to generate revenue. These financial impacts were exacerbated throughout the recovery from Hurricane Helene as well, as the lack of accessibly clean water created challenges for organizations to remove and clean their place of business from flood debris. Many of these small businesses received flooding within their businesses, which can create unsanitary conditions if left unaddressed and can create an opportunity for increased health risks for employees or business owners such as waterborne bacteria or viruses as well as mold related respiratory issues. The additional time that was necessary for small businesses to remove storm-related debris and contaminants as well as sanitize their place of business increased the potential for financial loss for these organizations as many were forced to remain closed for multiple weeks after the hurricane occurred.

The proposed repairs and construction of the new waterline connection that will be constructed along Mills Gap Road will have multiple benefits for the small businesses within the region. One of the most critical improvements will be addressing the placement and location of the waterline. The current waterline that runs along Cane Creek Industrial Park Rd. is currently resting at the bottom of Cane Creek, which leaves it vulnerable to further damage from waterway debris that may run through the creek. With a new waterline connection along Mills Gap Rd., we will be able to reduce risk of waterway-related damage related to debris or waterway-related material deterioration. This will directly increase the durability of the proposed new waterline connection along Mills Gap Rd. Another long-term benefit to the resiliency of the new waterline connection along Mills Gap Rd is that by locating the waterline along a frequently traveled roadway, there is an increase in opportunity for city staff or members of the public to identify potential future problems or maintenance related issues along the roadway path and to report these incidents to the City of Hendersonville Water & Sewer department immediately. The existing and previously damaged waterline that runs along Cane Creek Industrial Park Rd resides within the Cane Creek Industrial Park as well as parallel with the railroad tracks that cross Cane Creek, which is very infrequently traveled. Although the existing and damaged waterline along Cane Creek Industrial Park will remain at this location, the location of the new waterline connection along Mills Gap Rd should decrease incident reporting time due to the increase of community activity near the waterline, which should result in a quicker response time to complete repairs than along Cane Creek Industrial Park Rd, as well as has the potential to decrease water service interruptions for Hoopers Creek and the businesses that operate there, such as Black Bear Coffee Co. located at 144 Hoopers Creek Rd, Fletcher, NC 28732.

*

DESCRIBE THE ANTICIPATED OUTCOMES.

Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.

Outcomes could include but are not limited to the number of feet/miles of water/sewer lines being replaced or repaired, number of feet/miles of sidewalk or curb improvements, number of small businesses improved/assisted, etc, in the applicable cost categories:

•water

•sewer

•gas

•telecommunications

•high-speed broadband

•electric utility

•sidewalk and curb infrastructure

The anticipated outcome that will be achieved by installing and connecting the new 10" waterline along Mills Gap Rd will be creating and sustaining additional redundancy regarding access to water for the small businesses that operate in the Cane Creek Industrial Park as well as those that operate in Hoopers Creek. There are at least 6 separate small businesses that operate within the region that are supported by the sole waterline that exists and received damage from Hurricane Helene along Cane Creek Industrial Park Rd. The fact that this is the only waterline that distributes water to this region of Fletcher causes a risk regarding lack of redundancy, and during Hurricane Helene the city recognized the impact as Hoopers Creek and the small businesses operating here were left without access to water for over a week. This project aims to increase redundancy and resiliency for future emergency events by installing an additional waterline connection along Mills Gap Rd that, once completed, will provide two separate water distribution channels to provide water access to this region. This additional redundancy is critically important so that if one waterline becomes damaged or inoperable, the City of Hendersonville is still able to provide water to the citizens and businesses of this region.

The new waterline is expected to include connecting about 2,700 feet of 10" waterline to the existing waterline that lies along Mills Gap Rd. The city also plans to install 5 fire hydrants along Mills Gap Rd. that will align with the City of Hendersonville's Fire ordinance. These fire hydrants, strategically installed near the industrial business access points, are vital to reduce risk in fire incidents, minimize damage and loss due to a fire, and can potentially support business recovery by limiting fire damage if it occurs.

DESCRIBE THE PROJECT SUSTAINABILITY.

*Describe how this project will provide long-term and sustainable solutions for recovery of the business(es) involved in the project.

This project will provide long-term and sustainable solutions for the small businesses that operate in the region by providing them with increased redundancy in their ability to receive reliable and safe water access. As mentioned above, during Hurricane Helene the waterline that supports this region of Fletcher, NC was damaged and was unable to provide water for over one full week. This water line is the only water line that supports these small businesses, so it had a large impact on their ability to remain in operation and generate revenue after the hurricane. The addition of another waterline connection along Mills Gap Rd provides a secondary source of water distribution that would allow the City of Hendersonville to continue supporting the small businesses operating in this region with accessible water if the currently existing and previously damaged line were to fail again in the future. Being able to distribute water through multiple channels will greatly increase the possibility of keeping consistent water access to this region during future storms and weather events.

DESCRIBE THE SCOPE OF THE PROPOSED PROJECT.

Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:

•water
•sewer
•gas
•telecommunications
•high-speed broadband
•electric utility
•sidewalk and curb infrastructure

The construction of the Cane Creek Industrial Park Redundant Waterline Project will start with conducting a field survey and subsurface utility engineering data collection that will analyze and document existing conditions, current right-of-way boundaries of the project area, existing utilities, and topographical features. This gathering of information will be critical in developing the base map for engineering design. The design phase itself will include preparation of construction drawings, plan and profile view proposed alignment, utility details relevant to the project, as well as specifics around erosion control. All environmental and erosion control measures will be designed and constructed to comply with local and state requirements. Once design is approved and finalized, the City of Hendersonville will begin the process of formal bidding of the project to be awarded for construction. Once the contract is awarded, the next phase will be to begin construction of the project. Construction activities will include horizontal directional drilling beneath Cane Creek, traditional installation of the waterline on the sections that will allow for the connection to both ends of the existing waterline along Mills Gap Rd, as well as installing valving and fire hydrants along the newly installed redundant waterline according to the North Carolina fire code. Traffic control measures will be provided throughout the duration of this project to maintain safe access for vehicles and pedestrians within the project zone.

Cancel | Save

Project Budget

Total Amount Approved:	$850,000.00
Total Amount Requested:	$850,000.00
Other Federal Resources:	$0.00
State Resources:	$0.00
Local Resources:	$0.00
Total Leveraged Resources:	$0.00
Total Project Resources:	$850,000.00

NAME	COST CATEGORY	ACTIVITY	AMOUNT REQUESTED	AMOUNT APPROVED	OTHER FEDERAL RESOURCES	STATE RESOURCES	LOCAL RESOURCES	TOTAL
ACC-0020683	Infrastructure	Administration	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020684	Infrastructure	Electric Utility	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020685	Infrastructure	Public Water Improvements	$850,000.00	$850,000.00	$0.00	$0.00	$0.00	$850,000.00
ACC-0020686	Infrastructure	Public Sewer Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020687	Infrastructure	Public Gas Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020688	Infrastructure	Telecommunications	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020689	Infrastructure	High-speed Broadband	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020690	Infrastructure	Sidewalk and Curb Infrastructure	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		TOTALS:	$850,000.00	$850,000.00	$0.00	$0.00	$0.00	$850,000.00

Save

EXHIBIT B
PAYMENT SCHEDULE

To receive up to twenty percent (20%) of the total grant award in advance, the Local Government must submit the following information, which the Department will use to determine whether to grant the request for advanced payment:

1. A written request for the advanced distribution;
2. A completed SMBIZ advance payment request form signed by an authorized signatory for the local government and;
3. Invoice(s) for eligible expenses to be paid using the funds issued in advance; and
4. Satisfaction of all reporting requirements at the time of request.

Following the approval and issuance of the advanced payment by the Department, the local government will be required to submit proof of payment for those invoice(s) approved for advanced payment. This proof of payment will be due to the Department within sixty (60) days of receipt of the advanced payment. If proof of payment is not provided within sixty (60) days, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted and approved by the Department. The Local Government may be required to host the department for a monitoring visit if the Department deems such a visit is necessary.

To receive distribution of those funds not issued in advance, the Local Government will submit the following to the Department:

1. Completed financial activity submitted via Rural Connect Portal;
2. Eligible project invoices that support the requested amount;
3. Proof of payment for each eligible project invoice that supports the requested amount; and
4. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. The Department will issue payment within 60 days of receipt of the required documentation from the Local Government. All payments are subject to the availability of funds.

EXHIBIT C
REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th-for each year that the grant remains open. The final report is due at the time of project completion or no later than thirty (30) days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found via Rural Connect Portal.

Small Business Infrastructure Grant Program

I. FUND OVERVIEW

North Carolina Session Law 2025-02 transferred funds from the State Emergency Response and Disaster Relief Fund ("SERDRF") to the Hurricane Helene Disaster Recovery Fund and allocated $55 million from the Disaster Recovery Act of 2025 – Part I to the North Carolina Department of Commerce (the Department), Rural Economic Development Division (the REDD) for the **Small Business Infrastructure Grant program (SmBIZ)** to help local governments and small businesses impacted by Hurricane Helene rebuild and repair critical infrastructure, restore and resume functions and operations, and support economic recovery and sustainability. The **SmBIZ** program will offer grants to local governments for infrastructure projects that will target and support small businesses that employ 150 or fewer employees and that were adversely impacted by Hurricane Helene. Funding will be awarded on a first-come, first-served basis.

Grants awarded under this program must be used by local governments to address qualifying infrastructure needs that the Department, in consultation with applicant local governments and small businesses, determines were damaged by Hurricane Helene and adversely affect access to, or operations of, the identified small businesses.

REDD will administer SmBIZ in accordance with State law.

II. PURPOSE OF THE FUND

- Provide financial assistance for **community recovery and resilience** to communities specifically impacted by Hurricane Helene, helping to bring back vital services for small businesses and entrepreneurs.
- **Restore and repair critical infrastructure,** allowing small businesses to resume function and operations to support economic recovery and sustainability.
- Assist in **restoring or expanding small businesses'** ability to attract customers to business districts to help retain business, expand access, spur private investment to create stability, and leverage resources to create resiliency and economic growth.

III. ELIGIBLE APPLICANTS

Eligible applicants are those local governments impacted by Hurricane Helene and designated before, on, or after March 19, 2025, under a major disaster declaration by the President of the United States under the Stafford Act (P.L. 93-288) as a result of Hurricane Helene (the "Affected Area"). Special consideration will be given to local governments in Tier 1 and Tier 2 Counties.

For the purposes of this program, a local government is defined as a city or county within the state of North Carolina.

IV. ELIGIBLE PROJECTS AND EXPENSES

Qualifying infrastructure must serve one or more businesses within the Affected Area, must have been damaged by Hurricane Helene, and must not be owned or maintained by the small business or businesses. Infrastructure may include but will not be limited to the following activities:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

Eligible expenses may also include planning, material, labor, and administration to complete public infrastructure improvements.

Ineligible expenses include:

- improvements to privately owned infrastructure;
- projects that address building construction; and
- land acquisition costs or fees except for those associated with public easements for the project.

V. FUNDING AMOUNTS

The maximum grant amount is **$1M per project**, with some restrictions on specific activities. There is no minimum grant amount. The total grant amount per county in the Affected Area will not exceed ten percent (10%) of the total funds appropriated for the SmBIZ program.

Applicants should consider feasibility as it relates to the overall cost of any project. Grant administration costs are limited to one and a half percent (1.5%) of the awarded grant total. Applicants that receive funding approval for project(s) may charge the cost of application preparation. No more than $3,500 may be charged to the SmBIZ program for the preparation of the application if a grant is awarded. This cost would be included in the maximum of one and a half percent (1.5%) allowed for administration. No other costs incurred prior to grant awards are eligible for reimbursement.

Applicants may request that up to twenty percent (20%) of the total grant award be allocated in advance without providing proof of payment. Applicants may also request that the full one and a half percent (1.5%) of allowable costs for administration be allocated in advance. All remaining

funds not issued in advance will be allocated to the local government on a reimbursement basis as the local government incurs expenses and submits eligible invoices and proof of payment.

Applicants may request that up to twenty percent (20%) of the total grant award be issued in advance without providing proof of payment by providing specific information and documentation to the Department. Applicants may also request that the full one and a half percent (1.5%) of allowable costs for administration be issued in advance. All remaining funds not issued in advance will be distributed to the local government on a reimbursement basis as the local government incurs expenses and submits eligible invoices and proof of payment.

To receive up to twenty percent (20%) of the total grant award in advance, the Local Government must submit the following information, which the Department will use to determine whether to grant the request for advanced payment:

1. A written request for the advanced distribution;
2. A completed SMBIZ advance payment request form signed by an authorized signatory for the local government and;
3. Invoice(s) for eligible expenses to be paid using the funds issued in advance; and
4. Satisfaction of all reporting requirements at the time of request.

Following the approval and issuance of the advanced payment by the Department, the local government will be required to submit proof of payment for those invoice(s) approved for advanced payment. This proof of payment will be due to the Department within sixty (60) days of receipt of the advanced payment. If proof of payment is not provided within sixty (60) days, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted and approved by the Department. The Local Government may be required to host the department for a monitoring visit if deemed necessary.

To receive distribution of those funds not issued in advance, the Local Government will submit the following to the Department:

1. Completed financial activity submitted via Rural Connect Portal;
2. Eligible project invoices that support the requested amount;
3. Proof of payment for each eligible project invoice that supports the requested amount; and
4. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. The Department will issue payment within 60 days of receipt of the required documentation from the Local Government. All payments are subject to the availability of funds.

VI. APPLICATION PROCESS

Local governments seeking funds from the SmBIZ program are required to submit a formal application to the North Carolina Department of Commerce through the online grants management portal, Rural Connect Portal.

Funding is awarded on a first come, first served basis. A full and complete application, including all necessary supporting documentation, can be submitted beginning May 1, 2025.

Upon receipt of a full application and consideration of the application relative to the criteria set forth in NC Session Law 2025-02 and these Guidelines, the REDD shall determine whether the proposed project should receive an award of a grant under the SmBIZ program.

Applications will be reviewed in the order they are received, according to the submission time and date, as recorded in the portal.

Awards will be granted on or before the dates listed in the schedule below and are subject to available funding.

Incomplete or ineligible applications may be disqualified.

Applicants will be notified in writing regarding the status of their project via an award or declination letter. If a grant is awarded, the REDD then will provide grantees with grant administration contracts in order to execute the terms of the grant. Projects must be completed within thirty-six (36) months of the award, unless an extension is granted by REDD in writing.

Award Schedule:

June 30, 2025
October 31, 2025
February 28, 2026
June 30, 2026

VII. APPLICATION REQUIRMENTS

In the Rural Connect Portal, grantees should use the following as guidance to complete the SmBIZ program application.

DESCRIBE THE INFRASTRUCTURE IMPACTS ON YOUR COMMUNITY:

Provide a detailed description of the qualifying infrastructure needs. Descriptions must include:

- summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
- description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
- details of damage to infrastructure and immediate risks due to damage; and
- explanation of any proposed repairs to improve durability and sustainability of infrastructure;

DESCRIBE THE SCOPE OF THE PROPOSED PROJECT:

Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

DESCRIBE THE PROJECT TIMELINE: (Submit as an Attachment)

Please provide a detailed timeline that includes a description of all major project activities and the projected completion date in the applicable cost categories:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

DESCRIBE THE ANTICIPATED OUTCOMES:

Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.

- Outcomes could include but are not limited to the number of feet or miles of water or sewer lines being replaced or repaired served, number of feet or miles of sidewalk or curb improvements, number of small businesses improved or assisted in the following applicable cost categories:

    - water;
    - sewer;
    - gas;
    - telecommunications;
    - high-speed broadband;
    - electric utility; and
    - sidewalk and curb infrastructure.

DESCRIBE THE PROJECT SUSTAINABILITY:

Describe how this project will provide long-term and sustainable solutions for recovery of the business or businesses involved in the project.

VII. PROCUREMENT

Grantees must follow all local, state, and federal laws and ordinances as they pertain to procurement. More information on the State of NC procurement can be found here.

VIII. MONITORING PROCESS

REDD will monitor the project through various mechanisms, including review of semi-annual reports received from the grant recipient; phone, email, and/or letter correspondence; receipt of all published press articles about the project as provided to REDD by the local government; and on-site monitoring visits by REDD staff, as necessary.

IX. REPORTING REQUIREMENTS

Progress reports will be due on January 15th and July 15th for each year the grant remains open. The final report will be due at the time of project completion or no later than thirty (30) days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant, including time extensions.

Failure to submit progress reports as required:

5. will result in non-payment of payment requests;
6. may result in the immediate termination of the grant;
7. may result in the demand for immediate repayment of any funds paid by REDD; and
8. will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found via the Rural Connect Portal.

X. LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

The local government will be responsible for managing the day-to-day operations of the activities funded by the SmBIZ program to ensure the funds are used in accordance with all program requirements and written agreements and will take action when performance problems arise. Specifically, the local government will be responsible for the following:

- **Management and Oversight**: The local government is legally, financially, contractually, and programmatically responsible for the project. The local government is responsible to the State of North Carolina, even if the local government employs a contract administrator or contracts with a sub-recipient for the project.
- **Financial Management**: The local government must ensure proper accounting of funds to avoid disallowed costs. This includes accurately identifying project costs and cash balances and maintaining proper internal controls.
- **Statement of Assurances and Certifications**: The local government's elected officials and administrators should read and understand these documents and the implementation obligations.
- **Grant Agreement:** If awarded, the local government will receive a grant agreement and funding approval from the State. These documents are contractually binding and cannot be
- changed without the State's written approval.

XI. PROJECT AMENDMENTS

Prior to making any change to the approved application, grantees should contact the program manager to discuss any proposed changes.

XII. USE OF NC LICENSED PROFESSIONALS

REDD strongly recommends the use of North Carolina licensed professionals on construction projects. This includes housing inspectors, electricians, HVAC installers and repairers, plumbers, and general contractors. However, it is important to note that bids and dwellings that are $30,000 and greater can ONLY BE ACCEPTED BY A LICENSED GENERAL CONTRACTOR, licensed by the State of North Carolina per Article 1 of Chapter 87 of the General Statute.

XIII. OTHER REQUIREMENTS AND ATTACHMENTS

Recipients will be required to comply with any subsequent requirements issued by REDD. Consult the Required Attachments section in the application. Please note that if key items are not submitted with the application, your project could be disqualified.

XIV. APPLICATION CHECKLIST

Applicants should review the Grant Application Checklist to verify the information and documentation needed to apply for funds.

1. **Local Government Information**
   - Local Government name
   - Local Government contact name, title, telephone, address, email
   - Unique Entity ID
2. **Project Contact Information (if applicable)**
   - Project Contact name
   - Project Contact title, telephone, address, email
3. **Project Information**
   - Project Title
   - Project Description – Provide a short description of your project.
4. **Property Information (if applicable)**
   - Census Tract Number
   - Property Address
   - Legal Name of Property Owner
   - National Register of Historic Places Listing
5. **Narrative Questions:**

1. Provide a detailed description of the qualifying infrastructure needs. Description must include:
   - summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
   - list of each business affected, including business address or addresses;

- description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
- details of damage to infrastructure and immediate risks due to damage; and
- explanation of any proposed repairs to improve durability and sustainability of infrastructure.

2. Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:
    - water;
    - sewer;
    - gas;
    - telecommunications;
    - high-speed broadband;
    - electric utility; and
    - sidewalk and curb infrastructure.

3. Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.
    - Outcomes could include but are not limited to the number of feet or miles of water or sewer lines being replaced or repaired served, number of feet or miles of sidewalk or curb improvements, number of small businesses improved or assisted in the applicable cost categories:
        - water;
        - sewer;
        - gas;
        - telecommunications;
        - high-speed broadband;
        - electric utility; and
        - sidewalk and curb infrastructure.

4. Describe how this project will provide long-term and sustainable solutions for recovery of the business or businesses involved in the project.

5. Budget

Project Expense	Activity	Federal	State	Local	Total
Water					
Sewer					
Gas					
Telecommunications					
High-speed broadband					
Electric Utility					
Sidewalk and curb infrastructure					
Administration					
TOTAL					

6. Upload Documents

- Map of project area
- Project Timeline
  1. Provide a detailed timeline that includes a description of all major project activities and the projected completion date in the applicable cost categories.
- Certified Cost Estimates
  - Include a professional project budget including all revenue and expenditures allocated for each of the applicable cost categories.
- Local Government Resolution
- Preliminary Engineering Report (PER)
- Photos of the damage and infrastructure to be repaired
- NCUI101 Forms
  - Include a form from the most recent quarter for each small business included in the project.
- Executed Local Government Certifications Document
  - Form available: www.commerce.nc.gov/SmBIZ
- State Historic Preservation Office documentation/ National Registry of Historic Places documentation or provide a statement of explanation if these do not apply to your project.

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF COMMERCE SMALL BUSINESS INFRASTRUCTURE GRANT PROGRAM (SMBIZ) FOR THE CANE CREEK INDUSTRIAL PARK REDUNDANT WATERLINE CONNECTION PROJECT(APP-001131)

WHEREAS, The City of Hendersonville has continued to complete repair and resiliency projects as part of continued Hurricane Helene recovery efforts ; and

WHEREAS, the City has proposed the Cane Creek Industrial Park Redundant Waterline Connection Project which will result in increased redundancy and resiliency of clean water access at the Cane Creek Industrial Park and within the Hoopers Creek community; and

WHEREAS, the City was awarded the full grant funding amount for our grant application through the North Carolina Department of Commerce of $850,000 to be completed within 36-months of grant awardence; and

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

1. The City agrees to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out in the Agreement; and
2. The City's Mayor or their designee shall be considered the City's Authorized Official when executing or providing any funding application or other documents associated with the project; and
3. The City Mayor is authorized to enter into an agreement with the North Carolina Department of Commerce for the Small Business Infrastructure Grant Program for the Cane Creek Industrial Park Redundant Waterline Connection Project (App-001131).

Adopted by the City Council of the City of Hendersonville, North Carolina on this the 4th day of December 2025.

_____

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: Blake Fulgham **MEETING DATE:** 12/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Public Services

TITLE OF ITEM: Agreement – NCDOC Administered Small Business Infrastructure Grant Program (SmBIZ) – *Blake Fulgham, Management Analyst II- Strategy & Performance*

SUGGESTED MOTION(S): I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the City Manager to Enter into an Agreement with the North Carolina Department of Commerce for the SA-0431 7th Avenue E Sidewalk & Stormwater Drainage Restoration Project.*

SUMMARY:

The North Carolina Department of Commerce has set up a funding opportunity called the *Small Business Infrastructure Grant Program* to support local governments and small businesses impacted by Hurricane Helene to rebuild and repair critical infrastructure, restore operations, and support economic sustainability for impacted regions. We were awarded $946,000 for our grant application of the *7th Avenue E Sidewalk & Stormwater Drainage Restoration Project.* This project, once completed, will include repairing, replacing, or restoring roughly 1,000 linear feet of sidewalk infrastructure along 7th Avenue E between Elm St and Victory Heir St as well as implementing improved stormwater drainage infrastructure to reduce future flooding impact to the surrounding infrastructure and businesses. Currently multiple sections of the sidewalk are of safety risk due to missing pieces of sidewalk and a section of the foundation being washed out and removed.

BUDGET IMPACT: $946,000

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

If no, describe how it will be funded.

This project will be funded in whole by the North Carolina Department of Commerce.

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

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Resolution

Agreement

NC DEPARTMENT of COMMERCE
RURAL ECONOMIC DEVELOPMENT

GOVERNOR
Lee Lilley
SECRETARY
Reginald Speight
ASSISTANT SECRETARY

November 25, 2025

Barbara Volk
Mayor
City of Hendersonville
160 6th Ave E
Hendersonville, NC 28792

Re: Contract Agreement for Grant Number SA-0431; Your Signature and Reply is Requested
Project Title: "7th Avenue E Sidewalk & Stormwater Drainage Restoration"

Dear Mayor Volk:

This contract document is required to finalize the grant award for funding as described in the Disaster Recovery Act of 2025 – Part I. Below is a description of the documents included along with an explanation of each.

Document:	Document Description:	Signed By:
Grant Agreement	Contract: Outlines the terms of Agreement between the Department of Commerce and the Unit of Local Government.	Highest Elected Official - Unit of Local Government
Exhibit A	Small Business Infrastructure Grant Application	No Signature Required
Exhibit B	Payment Schedule: Outlines the process for the Unit of Local Government to request payments from the Department of Commerce.	No Signature Required
Exhibit C	Reporting Schedule: Outlines the schedule of reports that are due from the Unit of Local Government to the Department of Commerce and when they are due.	No Signature Required
Exhibit D	Small Business Infrastructure Grant Program Guidelines	No Signature Required

Please execute this document and return a copy to nichole.gross@commerce.nc.gov. A copy of this document and all others pertaining to the project will be available and accessible through the Rural Connect Portal. If you have any questions, or if I can be of any assistance, please contact me, hazel.edmond@commerce.nc.gov or please contact your program manager, nichole.gross@commerce.nc.gov.

The North Carolina Department of Commerce ("Commerce"), an agency of the State of North Carolina ("State"), enters into this Small Business Infrastructure Grant Agreement (the "Agreement") with the **City of Hendersonville** (the "Local Government"), each being referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, the North Carolina General Assembly ("General Assembly") has determined that it is the policy of the State to assist with disaster recovery;

WHEREAS, the General Assembly, in the Disaster Recovery Act of 2025 – Part I (North Carolina Session Law 2025-02) (the "Act"), transferred funds from the State Emergency Response and Disaster Relief Fund ("SERDRF") to the Hurricane Helene Disaster Recovery Fund (the "Helene Fund");

WHEREAS, in Section 2A.2(4) of the Act, the General Assembly appropriated Fifty-Five Million Dollars ($55,000,000) from the Helene Fund for the Small Business Infrastructure Grant Program (the "Program");

WHEREAS, under Section 2F.1(a) of the Act, the Program is to be administered by Commerce;

WHEREAS, the General Assembly has created the Rural Economic Development Division ("REDD") within Commerce, and REDD will be responsible for administering the Program;

WHEREAS, the purpose of the Program is to provide grants to eligible local governments to expedite infrastructure repairs impacting the operation and patronage of small businesses in the Affected Area;

WHEREAS, under Section 2F.1(c) of the Act, the General Assembly has authorized Commerce to review applications for grants under the Program and, where appropriate, award grants to eligible local governments on a first-come, first-served basis; and

WHEREAS, pursuant to the Act, and based on the application filed by the Local Government (the "Application") and any subsequent materials supporting the Application that have been approved of by Commerce in writing as of the Effective Date, all of which are included as Exhibit A and are incorporated by reference herein, Commerce has approved a grant to the Local Government (the "Grant); and

WHEREAS, without limitation, Commerce awarded the Grant: (1) based on the Application filed by the Local Government and the certifications contained therein and (2) for the completion of the Project (as defined below), as summarized in the Application.

NOW, THEREFORE, in consideration of the mutual promises and such other valuable consideration as set out herein, the Parties mutually agree to the following terms and conditions:

SECTION 1. DEFINITIONS

1.1 "Act" means The Disaster Recovery Act of 2025 – Part 1 (N.C.S.L. 2025-02).

1.2 "Affected Area" means the counties designated before, on, or after March 19, 2025, under a major disaster declaration by the President of the United States under the Stafford Act (P.L. 93-288) as a result of Hurricane Helene.

1.3 "Agreement" means this Small Business Infrastructure Grant agreement between the Local Government and the Department of Commerce, as amended, modified, revised, or supplemented from time to time and including the documents set forth in the Preamble and the Exhibits listed in Paragraph 5.14.

1.4 "Application" has the meaning set forth in the Preamble.

1.5 "Commerce" means the North Carolina Department of Commerce.

1.6 "Effective Date" has the means **10/31/2025**

1.7 "Eligible Local Government" means a city or county, as defined in N.C. Gen. Stat. §§ 160A-1 and 153A-1, located in an Affected Area.

1.8 "General Assembly" means the North Carolina General Assembly.

1.9 "Grant" means the Small Business Infrastructure Grant awarded to the **City of Hendersonville** on **10/31/2025** by Commerce and subject to the terms and conditions of this Agreement.

1.10 "Grant Term" means the effective period of this Agreement beginning on **10/31/2025** ("Effective Date") and terminating on **10/31/2028** unless terminated on an earlier date under the terms of this Agreement (either one of which dates shall constitute the "Termination Date") or unless extended for an express term agreed upon in writing by the Local Government and Commerce.

1.11 "Local Government" means **City of Hendersonville** a **city** in **Henderson County** North Carolina.

1.12 "Project" means repair or reconstruction of the **Sidewalk & Curb Infrastructure**, as described in the Application.

1.13 "Project Change" means any material alteration, addition, deletion, or expansion of the Project, including but not limited to material changes to construction or rehabilitation and any filing of bankruptcy by the Local Government.

1.14 "Qualifying Infrastructure Needs" means water, sewer, gas, telecommunications, high-speed broadband, electrical utility, and sidewalk and curb infrastructure serving one (1) or more small businesses located in an Eligible Local Government and damaged by Hurricane Helene that, until repaired, inhibits access to or operations of one or more of those Small Businesses (as defined below). For purposes of the Agreement, infrastructure owned by the Small Business(es) or for which the Small Business(es) is/are responsible for maintaining is not included.

1.15 "REDD" has the meaning set forth in the Preamble.

1.16 "Secretary" means the Secretary of the North Carolina Department of Commerce.

1.17 "Small Business" means

Business Name	Legal Designation of Business	State Registered
Medical Loan Closet of Henderson County 1225 7th Ave East Hendersonville, NC 28792	Non-Profit Corporation	North Carolina

organized under the laws of the state of NC, a business with a physical presence in the Affected Area that employs/ one hundred fifty (150) or fewer employees, as identified in the Application.

1.18 "State" means the State of North Carolina and any of its related agencies, commissions, or departments (including Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget and Management, and the Joint Legislative Commission on Governmental Operations) and any of their authorized representatives.

SECTION 2. REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties by the Local Government

a) The Local Government makes the following representations and warranties and acknowledges and agrees that such representations and warranties have been material to Commerce's decision to enter into this Agreement and to its determination that the Local Government is eligible for a grant with respect to the Project, and the Local Government further agrees that each representation and warranty shall be true, accurate, and complete as of the date of execution and delivery of this Agreement and as of the date of any disbursement of Grant funds:

b) The execution and delivery of this Agreement have been duly authorized by all necessary Local Government action and are not in contravention of law or in contravention of the provisions of any indenture agreement or undertaking to which the Local Government is a party or by which it is bound.

c) To the knowledge of the Local Government, no action or legal proceeding is threatened against it or affecting it that may adversely affect the Project or any of the transactions contemplated by this Agreement or the validity or enforceability of this Agreement or the abilities of the Local Government to discharge its obligations under this Agreement. If it is subsequently found that such an action, suit, proceeding, or investigation did or could threaten or affect the development and/or completion of this Project, the Local Government shall be liable to Commerce for repayment of the entire amount of the Grant, and this Agreement may be terminated by Commerce, effective upon notice of such termination.

d) No approval is necessary, or if any approval is necessary, all such approvals have been obtained from any governmental authority as a condition to the execution of this Agreement by the Local Government. The Local Government shall provide Commerce with evidence of the existence of any such necessary approvals at the time of the execution of this Agreement.

e) The Local Government is solvent.

f) The Local Government shall provide Commerce with any information it obtains with regard to the Project. Additionally, at Commerce's request and on Commerce's behalf, the Local Government shall exercise any rights of the Local Government to access, obtain, review, or monitor such information in the possession of third parties, including any Business.

g) The Local Government shall exercise all of its rights and duties under this Agreement in a prudent and timely manner to ensure the use of the Grant funds for their intended purposes and objectives and to preserve the rights of Commerce in this Agreement.

h) If the Local Government fails to timely repay Commerce any Grant funds upon request and as directed, and, at its sole discretion, Commerce elects to initiate legal proceedings against the Local Government for such repayment, the Local Government is responsible and agrees to reimburse Commerce for all litigation costs and reasonable attorneys' fees that Commerce incurs in pursuing repayment.

i) The Local Government qualifies as an Eligible Local Government.

j) The County in which the Local Government sits qualifies as an Affected Area.

k) The Small Business is a business with a physical presence in the Affected Area that employs one hundred fifty (150) or fewer employees.

l) The Project addresses a Qualifying Infrastructure Need that adversely affects access to or operations of the Small Business identified in the Application.

m) The infrastructure to be repaired by the Project was damaged by Hurricane Helene.

n) The Small Business does not own the infrastructure to be repaired by the Project and is not responsible for maintaining the infrastructure to be repaired by the Project.

o) The Small Business identified in the Application was adversely impacted by Hurricane Helene, and the resulting damage to infrastructure has inhibited access to or operations of the Business.

p) The Small Business identified in the Application will benefit from the Project.

q) The Local Government will use the Grant Funds only for purposes of repairing the Qualifying Infrastructure Needs identified in the Application, as permitted under this Agreement and under the Act.

2.2 Changes in the Project or Other Conditions.

(a) There shall be no Project Change unless expressly approved by Commerce in a separate, prior written agreement stating, if applicable, the costs and schedule for completing the Project Change.

(b) Additionally, the Local Government immediately shall provide written notice to Commerce of any change in conditions, local law, or any other event which may significantly affect its ability to oversee, administer, or perform this Agreement or the Project. In its sole discretion, Commerce may deem such a change in conditions, local law, or other event to constitute a Project Change.

3.1 Project Details

(a) The Local Government represents that it has, or will secure at its own expense, all personnel required to monitor, carry out, and perform the scope of services of this Agreement. Such employees shall not be employees of Commerce. Such personnel shall be fully qualified and shall be authorized under State and local law to perform such services.

(b) The Project will commence on **10/31/2025.**

(c) The infrastructure is to be repaired as described in the Application.

(d) The Small Business/Businesses are located

Business Name	Legal Designation of Business	State Registered
Medical Loan Closet of Henderson County 1225 7th Ave East Hendersonville, NC 28792	Non-Profit Corporation	North Carolina

utilize the infrastructure to be repaired, and have been negatively impacted by damage to the infrastructure, as described in the Application.

(e) The Project will be completed on or before **10/31/2028.** If the Local Government anticipates a delay in the Project, the Local Government will provide timely notice, in writing, to Commerce of the delay and the anticipated date of completion. Commerce, in its sole discretion, then will provide written consent to an extension of the Project End Date.

3.2 Grant Funds

(a) Commerce grants to the Local Government an amount not to exceed **$946,000** for expenditures directly related to the Project. If Commerce determines that the actual costs of the Project are less than the Grant amount, Commerce, in its sole discretion, may reduce the amount of the Grant accordingly. If the Local Government determines that the actual costs of the Project are less than the Grant amount, it shall report so to Commerce, in writing, and return any surplus Grant funds to Commerce within thirty (30) days of making that determination.

(b) Grant funds will be distributed to the Local Government in accordance with the Payment Schedule established in Exhibit B. For those funds not distributed in advance (in accordance with Exhibit B), the Local Government will complete a Payment Request Form (provided by Commerce), along with invoices and proof of payment, and submit said form and documentation to Commerce. Upon receipt and review of the Payment Request Form and attached documentation, Commerce will disburse payment to the Local Government. Commerce may, in its sole discretion, request additional documentation of expenses from the Local Government prior to disbursement of Grant funds.

(c) If Grant funds are distributed in advance, the Local Government will provide proof that those advanced funds were used exclusively for the purpose of the Project. Such proof will be provided according to the terms of Exhibit B. Should the Local Government fail to provide such proof within sixty (60) days of receipt of the advanced distribution, the Project will be

placed into default status, and no further payments will be made until the required documentation is submitted to and approved by the Department.

(d) The Local Government shall use Grant funds exclusively for the purpose of the Project, as described in the Application, and consistent with all applicable State, federal, and local laws, rules, regulations, and requirements (including, without limitation, all language in the Act regarding this funding). The Local Government shall not make or approve of any improper expenditure of Grant funds.

(e) The Local Government may use Grant funds for administrative purposes, provided those administrative expenses do not exceed [one and a half percent] (1.5%) of the total Grant funds awarded to the Local Government.

(f) The Local Government shall not obligate Grant funds prior to the Effective Date or subsequent to the Termination Date of this Agreement. All obligations outstanding as of the Termination Date shall be liquidated within thirty (30) days, unless Commerce terminates the Agreement pursuant to Paragraph 3.3 below, in which case any expenditures shall be made pursuant to the requirements of that Paragraph.

(g) The obligations of the State (including but not limited to REDD and Commerce) to pay any amounts under this Agreement are contingent upon the availability and continuation of funds for such purpose. If funds for the Grant become unavailable, Commerce has the right to terminate this Agreement by giving written notice to the Local Government. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice of termination. Upon such termination, the State shall have no responsibility to make additional Grant payments. Further, upon such termination, the Local Government shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.

a) Termination

a) If the Local Government fails to fulfill in a timely and proper manner its obligations or violates any of the covenants or stipulations under this Agreement, the Local Government agrees that Commerce has the right to terminate this Agreement by giving the Local Government written notice of termination. The effective date of such termination will be in Commerce's sole discretion and will be included in the written notice from Commerce to the Local Government. Upon such termination, Commerce shall have no responsibility to make additional Grant payments under this Agreement. Upon such termination, the Local Government shall not expend any Grant funds without Commerce's express written authorization and shall return all unspent Grant funds to Commerce upon demand.
b) The terminations and remedies addressed in this Section 3.3 are in addition to those terminations and other remedies set forth elsewhere in this Agreement.

3.4 Project Records

(a) The Local Government shall maintain full, accurate, and verifiable financial records, supporting documents, and all other pertinent data for the Project in such a manner as to clearly identify and document the expenditure of the State funds provided under this Agreement separate from accounts for other awards, monetary contributions, or other revenue sources for this Project.

(b) The Local Government shall retain all financial records, supporting documents, and all other pertinent records related to the Project for a period of five (5) years from the Termination Date. In the event such records are audited, all Project records shall be retained beyond the five-year period until the audit is concluded and any and all audit findings have been resolved. Similarly, if litigation or other action arising out of or related in any way to this Project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

3.5 Monitoring, Reports, and Auditing

(a) The Local Government shall ensure compliance and provide its assistance with such monitoring and auditing requirements as the State may request, including following the Termination Date of this Agreement. Additionally, the Local Government shall regularly monitor all performance of Grant-supported activities, including activities performed by any third party.

(b) The Local Government will comply with the Reporting Schedule established in Exhibit C. The Local Government shall submit progress reports on or before January 15th and July 15th of each year of the Grant Term. The first of these reports shall be due on or before January 15, 2026. The Local Government also shall submit a final report upon the earlier of: (i) the date of completion of the Project or (ii) no later than thirty (30) days following the Termination Date. These reporting requirements shall be completed as directed by REDD staff and shall remain in effect for the entire Grant Term, including any extension to the Grant Term.

(c) The Local Government acknowledges and agrees that, with regard to the Grant funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34, Local Government Finance Act - Annual Independent Audit; rules and regulations. Such audit and reporting requirements may vary depending upon the amount and source of Grant funding received by the Local Government and are subject to change from time to time. Upon completion, the Local Government shall forward to Commerce one copy of any audited financial statements and accompanying reports generated during the period between the Effective Date and Termination Date of this Agreement.

(d) The Local Government shall grant the State and any of its related agencies, commissions, or departments (including, without limitation, Commerce, the North Carolina State Auditor, the North Carolina Office of State Budget Management, and the Joint Legislative Commission on Governmental Operations) and an of their authorized representatives, at all reasonable times and as often as necessary (including after the Termination Date), access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents in the possession of the Local Government or any third-party or business relating to the Agreement or the Project. In addition, the Local Government shall comply at any time, including after the Termination Date, with any requests by the State (including, without limitation, REDD or Commerce) for financial and organizational materials to permit the State to comply with its fiscal monitoring responsibilities or to evaluate the short- and long-range impact of its programs.

SECTION 4. WAIVER

4.1 No Waiver by the State

(a) Failure of the State at any time to require performance of any term or provision of this Agreement shall not affect the rights of the State to enforce the same or to enforce any future compliance with or performance of any of the terms or provisions herein at a later date. No waiver by the State of any condition or the breach of any term, provision, or representation contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall not operate as a continuing waiver of any such condition or of a future breach of any other term, provision, or representation.

4.2 Waiver of Objections to Timeliness of Legal Actions

(a) The Local Government waives any objections it has or may have to timeliness of any legal action (including any administrative petition or civil action) by the State (including REDD or Commerce) to enforce its rights under this Agreement. This waiver includes any objections the Local Government may possess based on the statutes of limitations or repose and the doctrines of estoppel or laches.

SECTION 5. MISCELLANEOUS PROVISIONS

5.1 Independent Status of Local Government

(a) The Local Government and any third party are entities independent from the State and any agency or employee thereof. The Agreement, the Project, and any actions taken pursuant to them shall not be deemed to create a partnership or joint venture between or among the State, the Local Government, and/or any third party, nor shall the Agreement or the Project be construed to make the Local Government (including its employees, agents, members, or officials) or any third party employees, agents, members, or officials of the State. Neither the Local Government nor any third party shall have the ability to bind the State or any agency, division, or employee thereof to any agreement for payment of goods or services or represent to any person that they have such ability.

5.2 Liabilities and Loss

(a) The Local Government hereby agrees to release, indemnify, and hold harmless the State (including, without limitation, Commerce), and their respective members, officers, directors, employees, agents, and attorneys (together, the "Indemnified Parties"), from any claims of third parties arising out of any act or omission of the Local Government or any third party in connection with the performance of this Agreement or the Project, and for all losses arising from their implementation. Without limiting the foregoing, the Local Government hereby releases the Indemnified Parties from, and agrees that such Indemnified Parties are not liable for, and agrees to indemnify and hold harmless the Indemnified Parties against, any and all liability or loss, cost, or expense, including, without limitation, reasonable attorneys' fees, fines, penalties, and civil judgments, resulting from or arising out of or in connection with or pertaining to, any loss or damage to property or any injury to or death of any person occurring in connection with the Project, or resulting from any defect in the fixtures, machinery, equipment, or other property used in connection with the Project or arising out of, pertaining to, or having any connection with, the Project or the financing thereof (whether arising out of acts, omissions, or negligence of the Local Government or of any third party or of any of their agents, contractors, servants, employees,

licensees, lessees, or assignees), including any claims and losses accruing to or resulting from any and all subcontractors, material men, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the Project.

5.3 Additional Repayment Requirements and Remedies

(a) The repayment requirements and remedies addressed in this Section 5.3 are in addition to those repayment requirements and other remedies set forth elsewhere in this Agreement, including the requirements to repay unspent Grant funds. No remedy conferred or reserved by or to the State is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy provided for in this Agreement, or now or hereinafter existing at law, in equity, or by statute, and any such right or power may be exercised from time to time and as often as may be deemed expedient.

(b) If there is a breach of any of the requirements, covenants, or agreements in this Agreement, or if there are any representations or warranties which are untrue as to a material fact in this Agreement or in relation to the Project (including the performance thereof), the Local Government agrees that Commerce may require repayment from the Local Government of an amount of Grant funds to be determined in Commerce's sole discretion but not to exceed the amount of Grant funds the Local Government has already received under this Agreement.

5.4 Non-discrimination.

(a) The Local Government agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or disability related to the activities of this Agreement.

5.5 Conflict of Interest.

(a) The Local Government shall adopt and keep on file, along with the executed copies of this Agreement, a copy of its policy and any ordinance or resolution it has adopted addressing conflicts of interest that may arise involving the members of the Local Government's governing body and/or any of its employees or officers involved in the Grant or the Project. Such policy, ordinance, or resolution shall address situations in which any of these individuals may directly or indirectly benefit, other than through receipt of their normal compensation in their capacities as the Local Government's employees, officers, or members of its governing body, from the Grant or the Project, and shall include actions to be taken by the Local Government or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. Additionally, the Local Government certifies that, as of the date it executes this Agreement, no such individuals have such a conflict of interest or will directly or indirectly benefit, except in the capacities described above, from the Grant or Project. Throughout the Grant Term and for the duration of the Project, the Local Government has the duty to inform Commerce promptly of any such conflict of interest or direct or indirect benefit of which it becomes aware.

5.6 Compliance with Laws.

(a) The Local Government shall at all times observe and comply with all laws, regulations, codes, rules, ordinances, and other requirements (together, "Laws") of the state, federal, and local governments which may in any manner affect the performance of the Agreement or the Project. This includes compliance with any and all State and federal environmental laws and regulations.

5.7 Non-Assignability.

(a) The Local Government shall not assign or transfer any interest in the Agreement without the prior written consent of Commerce, provided, however, that claims for money due to the Local Government from Commerce under this Agreement may be assigned to any commercial bank or other financial institution without such approval.

5.8 Other Agreements.

(a) The Local Government understands and consents that, if it is a party to a separate grant agreement or loan with the State, then full compliance with that separate grant agreement or loan and with this Agreement is required. Any default under the separate grant agreement or loan during the term of this Agreement, as it may be extended, may be the basis for Commerce to deny payment under this Agreement or request repayment of any funds previous paid in the discretion of Commerce.

5.9 Notice.

(a) All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid and addressed as follows, or when submitted via electronic mail as follows:

If to the Department of Commerce : Attn: **Hazel Edmond, Director**
North Carolina Department of Commerce
Rural Economic Development Division
301 North Wilmington Street
4346 Mail Service Center
Raleigh, North Carolina 27699-4346
Email: hazel.edmond@commerce.nc.gov

If to the Local Government: Attn: **Mayor Barbara Volk**
City of Hendersonville
160 6th Avenue E
Hendersonville, NC 28792
Email:
bvolk@cityofhendersonville.org

or addressed to such other address or to the attention of such other individual as Commerce or the Local Government shall have specified in a notice delivered pursuant to this subsection.

All notices required or permitted to be delivered hereunder and all communications in respect hereof also shall be deemed given when submitted to the Rural Connect Portal.

5.10 Entire Agreement.

(a) This Agreement supersedes all prior agreements between or among Commerce and the Local Government with regard to the Project and expresses their entire understanding with respect to the transactions contemplated herein, and shall not be amended, modified, or altered, except pursuant to a writing signed by both Commerce and the Local Government.

5.11 Execution.

(a) This Agreement may be executed in one or more counterparts, each of which, when executed, shall be deemed an original, and such counterparts, together, shall constitute one and the same Agreement which shall be sufficiently evidenced by one of such original counterparts.

5.12 Construction, Jurisdiction, and Venue.

(a) This Agreement shall be construed and governed by the laws of the State of North Carolina.

(b) The Local Government agrees and submits, solely for matters concerning this Agreement, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purposes, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Agreement, and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract, tort, or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined.

5.13 Severability

(a) Each provision of this Agreement is intended to be severable and, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

5.14 Exhibits

(a) The following Exhibits are hereby incorporated by reference as though set forth in their entirety herein:
   i. Exhibit A –Small Business Infrastructure Development Grant Project Application
   ii. Exhibit B – Payment Schedule
   iii. Exhibit C – Reporting Schedule
   iv. Exhibit D – The Small Business Infrastructure Development Grant Guidelines

SECTION 6. ACCEPTANCE

6.1 Return of Documents

(a) If the Local Government agrees to the Agreement terms and conditions as stated, the Local Government will execute the Agreement, as directed by REDD staff. This Grant may be withdrawn if Commerce has not received such documents within thirty (30) days from the date of the cover letter from Commerce to the Local Government.

6.2 Conditions of the Agreement

(a) An authorized signatory of the Local Government shall execute the Agreement in its exact form, unless Commerce approves a change to its terms in writing.

IN WITNESSETH WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Hendersonville

Signature: _____ [SEAL]

Printed Name: _____

Title: _____

Date: _____

North Carolina Department of Commerce

Signature: _____ [SEAL]

Printed Name: Reginald Speight

Title: Assistant Secretary for Rural Economic Development

Date: 11/25/2025

EXHIBIT A
SmBIZ Project Application

Application
App-001114

Details | Application | Checklist | Cost Categories

Information

Application Name: App-001114	Status: Approved
Account: City of Hendersonville	External Status: Approved
Account Address: 160 6th Avenue E Hendersonville, North Carolina 28792	Original Submitted Date: 10/28/2025, 4:15 PM
Program: Rural Engagement and Investment Fund	Submitted Date/Time: 10/28/2025, 4:14 PM
Grant: Small Business Infrastructure Grant Program	Approved Date/Time: 10/31/2025, 3:16 PM
External Grant Administrator Account:	County: Henderson
Project Title: 7th Avenue E Sidewalk & Stormwater Drainage Restoration	County Tier: 3
	Prosperity Zone: Western

Project Description

Project Description:
The 7th Avenue E Sidewalk Restoration project will involve repairing and restoring significant sections of sidewalk along 7 Avenue E that was damaged by Hurricane Helene. The sidewalk experienced extensive damage resulting in significant sidewalk breaks, large chunks of concrete sidewalk being broken and displaced from the sidewalk creating gaps and "holes" in the walkway, as well as sections of the sidewalk being washed out which poses a risk to the structural integrity of the foundation of the sidewalk. The proposed project will also include improvements to stormwater infrastructure to address drainage concerns within the project area, with the goal of increasing accessibility and safety for pedestrian travelers.

Contact Information

Contact: Blake Fulgham	External Grant Administrator:
Chief Elected Official Contact: Barbara Volk	Chief Administrative Officer: John Connet

Funding Information

Original Grant Amount: $946,000.00	Total Other Federal Resources: $0.00
Grant Amount Requested: $946,000.00	Total State Resources: $0.00
Total Project Resources: $946,000.00	Total Local Resources: $0.00
	Total Leveraged Resources: $0.00

Narrative Questions

Please refer to the SmBIZ Guidelines for the information that should be included in your narrative responses. Please provide complete and detailed responses.

DESCRIBE THE INFRASTRUCTURE IMPACTS ON YOUR COMMUNITY.

Provide a detailed description of the qualifying infrastructure needs. Description must include:

•Summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;

•Description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;

•Details of damage to infrastructure and immediate risks due to damage;

*•Explanation of any proposed repairs to improve durability and sustainability of infrastructure

The City of Hendersonville experienced major infrastructure damage during Hurricane Helene and is committed to restoring our local infrastructure to pre-hurricane conditions in order to provide the highest quality of life and quality of service for our community. In the aftermath of Hurricane Helene, the city identified a location which appeared to sustain major damage to its sidewalk and now exists with safety and connectivity concerns. The hurricane damaged the sidewalk along 7th Avenue E and resulted in roughly 1,000 linear feet of sidewalk that was damaged and will need to be repaired and/or replaced. The sidewalk itself experienced major pressure underneath floodwaters as well as debris that caused damage. The sidewalk contains multiple sections with major cracking and large chunks of concrete missing from the sidewalk, creating "holes" in the sidewalk. Along with missing sections of sidewalk on-top of the structure, there is also a section of sidewalk near Mudd Creek where the foundation underneath the sidewalk has washed out and has experienced erosion. This creates an infrastructure risk to the overall structural integrity of the sidewalk. The sidewalk is owned and maintained by the City of Hendersonville. Currently, the sidewalk cracking and holes create a connectivity and accessibility risk as well as a safety risk for all pedestrian commuters, as traveling on this walkway currently involves heightened risk for pedestrians to trip and fall, to step in or on uneven damaged sidewalk and twist/strain a muscle, or being forced to walk in the street to avoid infrastructure damage. The situation, if not addressed, also exhibits risk of experiencing further damage as continued pedestrian pressure on the sidewalk along with future weather events will likely break additional sections of sidewalk that are currently structurally damaged as well as further foundational erosion, which increases risk of injury to our community members. The increased accessibility and safety risk will directly impact businesses, such as the Medical Loan Closet located at 1225 7th Ave E, Hendersonville, NC 28792, which is located within the project zone.

As discussed earlier, the increased safety risk when traveling on this sidewalk is one of the most detrimental impacts that the local small businesses in the area are faced with. The damaged sidewalk creates a major tripping hazard where a pedestrian could lose their footing and either trip and fall on the sidewalk or possibly twist/strain part of their body, which could lead to injury. The eroded foundation of the sidewalk also poses a hidden safety risk, where the sidewalk itself could become structurally unsound, and if it fails while being used by pedestrians could lead to injury. In addition to direct injury, these small businesses are affected by the damaged sidewalk through a decrease in pedestrian travelers in the region. As pedestrians become aware of the accessibility risks, less pedestrians will be willing to commute along this street, likely decreasing the customer opportunity for these businesses and likely negatively impacting their revenue. If the city was able to receive this grant and implement the necessary sidewalk restoration repairs, then the repaired sidewalk would provide a safe and reliable means for pedestrian transportation along 7th Avenue E that could increase customer accessibility for these local small businesses as well as potentially increase their revenue. Relaying of the foundation and replacement of the sidewalk will greatly increase the durability and reliability of the sidewalk in this region as current cracks and missing sections of sidewalk will not deteriorate further, will completely restore the foundation beneath the sidewalk, as well as increase the current maintenance lifecycle of the sidewalk. The grant opportunity would also allow the city to restore and improve the stormwater drainage system in the project area by constructing new curb and gutter along the restored sidewalk that will provide for improved stormwater drainage and reduce the risk of ponding at the edge of the road and pavement, which could lead to additional damage overtime if not addressed. The improvements made to the stormwater infrastructure within the project area will improve the durability of the newly constructed sidewalk infrastructure and will increase its long-term sustainability by reducing stormwater related sidewalk deterioration.

DESCRIBE THE ANTICIPATED OUTCOMES.

Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.

Outcomes could include but are not limited to the number of feet/miles of water/sewer lines being replaced or repaired, number of feet/miles of sidewalk or curb improvements, number of small businesses improved/assisted, etc, in the applicable cost categories:

•water

•sewer

•gas

•telecommunications

•high-speed broadband

•electric utility

•sidewalk and curb infrastructure

The anticipated outcome that the City of Hendersonville strives to achieve will be an safer pedestrian transportation network in the vicinity of the small businesses discussed, which should result in an increase in potential customers as well as an increase in potential revenue. Within this project, we estimate we will repair and restore just over 1,000 linear feet of sidewalk. Restoring the sidewalk to a safe and reliable standard should directly increase the number of pedestrians willing to travel along 7th Avenue E, especially as a connection to the historic 7th Avenue Depot as well as nearby Main Street which is Hendersonville's primary downtown location. Increased pedestrian travel increases the opportunity for these small businesses to connect to their potential customers in a physical setting outside of their place of business and increases their potential to bring in clientele.

DESCRIBE THE PROJECT SUSTAINABILITY.

*Describe how this project will provide long-term and sustainable solutions for recovery of the business(es) involved in the project.

Small businesses can rarely match the advertising ability that larger businesses and chains can produce. Curb appeal is very important when generating new interest for small businesses, which is why accessibility and connecting to potential customers in a physical space can be so vital to a small business generating revenue. Small businesses thrive in regions with high pedestrian accessibility and when infrastructure provides them with a sense of safety and security when traveling. Some studies have revealed that pedestrian infrastructure directly impacts both the revenue and property value that a business may receive, including an example from Lancaster, CA. According to emoryeconomicsreview.org, Lancaster invested over $11-million dollars into redeveloping their downtown area, with a large focus on increasing the pedestrian network and connectivity. The sidewalks were widened, tree coverage was increased, as well as additional lighting was installed. What the city witnessed was a surge in economic impact driven by pedestrian customers, attracting 57 new businesses, 2,000 new jobs, and increasing property value in the surrounding area by 9.53%. The increased access for safe and reliable pedestrian travel had a positive effect on not only future revenue for small businesses but had an immediate impact on the property that the businesses operated on.

An additional benefit that the surrounding organizations may witness is the increase in talent that the businesses are able to attract for employment paired with the potential of increased employment opportunities. Increased foot traffic has a high likelihood of increased revenue, as increasing pedestrian travel has been shown to have a positive effect on social cohesion and quality of life within a community. These elements of life often result in increased revenue from surrounding industries as community members are more willing to shop and spend their money within their own community rather than travel for their purchases. As local spending and customer pedestrian travel increases, job opportunities to support the increased customer base will also increase, creating more jobs for our local citizens. This will allow organizations to attract talent within their organization, as increasing accessibility of pedestrian networks positively impacts tourism and people interested in visiting and experiencing a community. With increased tourism, the ability to attract highly talented and qualified individuals for new jobs increases and creates a larger talent pool for these small businesses to recruit from.

DESCRIBE THE SCOPE OF THE PROPOSED PROJECT.

Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:

•water
•sewer
•gas
•telecommunications
•high-speed broadband
•electric utility
•sidewalk and curb infrastructure

Work Plan

The 7th Avenue East Sidewalk Repair project will address widespread storm-related damage sustained during Hurricane Helene, which damaged sidewalks, ramps, and drainage along a key commercial corridor in downtown Hendersonville. These facilities currently exhibit cracking, settlement, accessibility deficiencies, and stormwater ponding that impede safe public movement and threaten continued pavement deterioration. The work outlined in this plan supports both community recovery and continued economic access to neighborhood businesses and public facilities.

Field Survey & Utility Coordination

- Conduct full topographic survey of sidewalks, curb lines, and roadway edges
- Verify right-of-way limits to prevent encroachments during construction
- Locate water, sewer, storm drains, gas, electric, and telecom facilities
- Document all areas with settlement, cracking, tripping hazards, and uplift
- Identify existing pedestrian ramp locations and measure slopes for ADA compliance
- Survey low points where water currently ponds along the road edge
- Photograph all damaged locations for design reference and grant compliance
- Coordinate with utility owners to confirm depths and clearance requirements
- Compile survey data into a project base map for design integration

Engineering Design & Permitting

- Prepare construction plans for new 5-ft ADA/PROWAG-compliant sidewalks
- Design compliant curb ramps including detectable warning surfaces
- Redesign driveway aprons to ensure smooth and continuous pedestrian routes
- Develop curb and gutter improvements to convey stormwater effectively
- Incorporate new drainage inlets or edge drainage adjustments as required
- Create detailed traffic control plans for pedestrian and vehicle safety
- Prepare erosion and sediment control plans that meet NCDEQ standards
- Perform cost estimating and quantity takeoffs for recovery funding validation
- Conduct stakeholder review for final design approval

Procurement and Bidding

- Prepare bid specifications and contract documents
- Advertise project per state and federal procurement requirements
- Hold pre-bid meeting to address contractor questions about traffic phasing
- Review proposals for responsiveness and contractor qualifications
- Validate unit pricing and schedule assumptions
- Award contract to lowest responsive and responsible bidder
- Execute agreement and required bonding/insurance documents
- Issue Notice to Proceed and hold kickoff meeting with contractor

Construction & Infrastructure Restoration

- Demolish damaged concrete sidewalks and haul materials for proper disposal
- Excavate and grade the pedestrian route to achieve compliant slopes
- Construct ADA-compliant concrete sidewalks and pedestrian ramps
- Rebuild driveway aprons to eliminate existing drops and heaving
- Install cast-in-place curb and gutter to improve drainage
- Construct stormwater improvements to reduce standing water and pavement failure
- Maintain safe pedestrian access through temporary walk-around routes
- Protect utilities during construction and adjust surface features as needed

Project Closeout & Compliance

- Perform ADA compliance inspections of slopes, transitions, and warnings
- Complete punch list of any remaining corrective work
- Conduct final walkthrough with City and contractor representative
- Submit as-built drawings documenting final infrastructure layouts
- Provide stormwater functionality confirmation (flow path inspection)
- Process contractor pay applications and closeout documentation
- Prepare compliance certification for disaster recovery funding
- Archive schedules, field reports, photos, and procurement files

Project Budget	
Total Amount Approved:	$946,000.00
Total Amount Requested:	$946,000.00
Other Federal Resources:	$0.00
State Resources:	$0.00
Local Resources:	$0.00
Total Leveraged Resources:	$0.00
Total Project Resources:	$946,000.00

NAME	COST CATEGORY	ACTIVITY	AMOUNT REQUESTED	AMOUNT APPROVED	OTHER FEDERAL RESOURCES	STATE RESOURCES	LOCAL RESOURCES	TOTAL
ACC-0020470	Infrastructure	Administration	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020471	Infrastructure	Electric Utility	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020472	Infrastructure	Public Water Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020473	Infrastructure	Public Sewer Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020474	Infrastructure	Public Gas Improvements	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020475	Infrastructure	Telecommunications	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020476	Infrastructure	High-speed Broadband	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
ACC-0020477	Infrastructure	Sidewalk and Curb Infrastructure	$946,000.00	$946,000.00	$0.00	$0.00	$0.00	$946,000.00
		TOTALS:	$946,000.00	$946,000.00	$0.00	$0.00	$0.00	$946,000.00

EXHIBIT B
PAYMENT SCHEDULE

To receive up to twenty percent (20%) of the total grant award in advance, the Local Government must submit the following information, which the Department will use to determine whether to grant the request for advanced payment:

1. A written request for the advanced distribution;
2. A completed SMBIZ advance payment request form signed by an authorized signatory for the local government and;
3. Invoice(s) for eligible expenses to be paid using the funds issued in advance; and
4. Satisfaction of all reporting requirements at the time of request.

Following the approval and issuance of the advanced payment by the Department, the local government will be required to submit proof of payment for those invoice(s) approved for advanced payment. This proof of payment will be due to the Department within sixty (60) days of receipt of the advanced payment. If proof of payment is not provided within sixty (60) days, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted and approved by the Department. The Local Government may be required to host the department for a monitoring visit if the Department deems such a visit is necessary.

To receive distribution of those funds not issued in advance, the Local Government will submit the following to the Department:

1. Completed financial activity submitted via Rural Connect Portal;
2. Eligible project invoices that support the requested amount;
3. Proof of payment for each eligible project invoice that supports the requested amount; and
4. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. The Department will issue payment within 60 days of receipt of the required documentation from the Local Government. All payments are subject to the availability of funds.

EXHIBIT C
REPORTING SCHEDULE

Progress reports are due on January 15th and July 15th-for each year that the grant remains open. The final report is due at the time of project completion or no later than thirty (30) days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant including time extensions.

Failure to submit progress reports as required:

1. Will result in non-payment of payment requests,
2. Can result in the immediate termination of the grant,
3. Can result in the demand for immediate repayment of any funds paid by Commerce, and
4. Will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found via Rural Connect Portal.

Small Business Infrastructure Grant Program

I. FUND OVERVIEW

North Carolina Session Law 2025-02 transferred funds from the State Emergency Response and Disaster Relief Fund ("SERDRF") to the Hurricane Helene Disaster Recovery Fund and allocated $55 million from the Disaster Recovery Act of 2025 – Part I to the North Carolina Department of Commerce (the Department), Rural Economic Development Division (the REDD) for the **Small Business Infrastructure Grant program (SmBIZ)** to help local governments and small businesses impacted by Hurricane Helene rebuild and repair critical infrastructure, restore and resume functions and operations, and support economic recovery and sustainability. The **SmBIZ** program will offer grants to local governments for infrastructure projects that will target and support small businesses that employ 150 or fewer employees and that were adversely impacted by Hurricane Helene. Funding will be awarded on a first-come, first-served basis.

Grants awarded under this program must be used by local governments to address qualifying infrastructure needs that the Department, in consultation with applicant local governments and small businesses, determines were damaged by Hurricane Helene and adversely affect access to, or operations of, the identified small businesses.

REDD will administer SmBIZ in accordance with State law.

II. PURPOSE OF THE FUND

- Provide financial assistance for **community recovery and resilience** to communities specifically impacted by Hurricane Helene, helping to bring back vital services for small businesses and entrepreneurs.
- **Restore and repair critical infrastructure,** allowing small businesses to resume function and operations to support economic recovery and sustainability.
- Assist in **restoring or expanding small businesses'** ability to attract customers to business districts to help retain business, expand access, spur private investment to create stability, and leverage resources to create resiliency and economic growth.

III. ELIGIBLE APPLICANTS

Eligible applicants are those local governments impacted by Hurricane Helene and designated before, on, or after March 19, 2025, under a major disaster declaration by the President of the United States under the Stafford Act (P.L. 93-288) as a result of Hurricane Helene (the "Affected Area"). Special consideration will be given to local governments in Tier 1 and Tier 2 Counties.

For the purposes of this program, a local government is defined as a city or county within the state of North Carolina.

IV. ELIGIBLE PROJECTS AND EXPENSES

Qualifying infrastructure must serve one or more businesses within the Affected Area, must have been damaged by Hurricane Helene, and must not be owned or maintained by the small business or businesses. Infrastructure may include but will not be limited to the following activities:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

Eligible expenses may also include planning, material, labor, and administration to complete public infrastructure improvements.

Ineligible expenses include:

- improvements to privately owned infrastructure;
- projects that address building construction; and
- land acquisition costs or fees except for those associated with public easements for the project.

V. FUNDING AMOUNTS

The maximum grant amount is **$1M per project**, with some restrictions on specific activities. There is no minimum grant amount. The total grant amount per county in the Affected Area will not exceed ten percent (10%) of the total funds appropriated for the SmBIZ program.

Applicants should consider feasibility as it relates to the overall cost of any project. Grant administration costs are limited to one and a half percent (1.5%) of the awarded grant total. Applicants that receive funding approval for project(s) may charge the cost of application preparation. No more than $3,500 may be charged to the SmBIZ program for the preparation of the application if a grant is awarded. This cost would be included in the maximum of one and a half percent (1.5%) allowed for administration. No other costs incurred prior to grant awards are eligible for reimbursement.

Applicants may request that up to twenty percent (20%) of the total grant award be allocated in advance without providing proof of payment. Applicants may also request that the full one and a half percent (1.5%) of allowable costs for administration be allocated in advance. All remaining

funds not issued in advance will be allocated to the local government on a reimbursement basis as the local government incurs expenses and submits eligible invoices and proof of payment.

Applicants may request that up to twenty percent (20%) of the total grant award be issued in advance without providing proof of payment by providing specific information and documentation to the Department. Applicants may also request that the full one and a half percent (1.5%) of allowable costs for administration be issued in advance. All remaining funds not issued in advance will be distributed to the local government on a reimbursement basis as the local government incurs expenses and submits eligible invoices and proof of payment.

To receive up to twenty percent (20%) of the total grant award in advance, the Local Government must submit the following information, which the Department will use to determine whether to grant the request for advanced payment:

1. A written request for the advanced distribution;
2. A completed SMBIZ advance payment request form signed by an authorized signatory for the local government and;
3. Invoice(s) for eligible expenses to be paid using the funds issued in advance; and
4. Satisfaction of all reporting requirements at the time of request.

Following the approval and issuance of the advanced payment by the Department, the local government will be required to submit proof of payment for those invoice(s) approved for advanced payment. This proof of payment will be due to the Department within sixty (60) days of receipt of the advanced payment. If proof of payment is not provided within sixty (60) days, the Project will be placed into default status, and no further payments will be made until the required documentation is submitted and approved by the Department. The Local Government may be required to host the department for a monitoring visit if deemed necessary.

To receive distribution of those funds not issued in advance, the Local Government will submit the following to the Department:

1. Completed financial activity submitted via Rural Connect Portal;
2. Eligible project invoices that support the requested amount;
3. Proof of payment for each eligible project invoice that supports the requested amount; and
4. Satisfaction of all reporting requirements at the time of request.

Eligible expenditures may not be incurred prior to the effective date or subsequent to the termination date of the grant. The Department will issue payment within 60 days of receipt of the required documentation from the Local Government. All payments are subject to the availability of funds.

VI. APPLICATION PROCESS

Local governments seeking funds from the SmBIZ program are required to submit a formal application to the North Carolina Department of Commerce through the online grants management portal, Rural Connect Portal.

Funding is awarded on a first come, first served basis. A full and complete application, including all necessary supporting documentation, can be submitted beginning May 1, 2025.

Upon receipt of a full application and consideration of the application relative to the criteria set forth in NC Session Law 2025-02 and these Guidelines, the REDD shall determine whether the proposed project should receive an award of a grant under the SmBIZ program.

Applications will be reviewed in the order they are received, according to the submission time and date, as recorded in the portal.

Awards will be granted on or before the dates listed in the schedule below and are subject to available funding.

Incomplete or ineligible applications may be disqualified.

Applicants will be notified in writing regarding the status of their project via an award or declination letter. If a grant is awarded, the REDD then will provide grantees with grant administration contracts in order to execute the terms of the grant. Projects must be completed within thirty-six (36) months of the award, unless an extension is granted by REDD in writing.

Award Schedule:

June 30, 2025
October 31, 2025
February 28, 2026
June 30, 2026

VII. APPLICATION REQUIRMENTS

In the Rural Connect Portal, grantees should use the following as guidance to complete the SmBIZ program application.

DESCRIBE THE INFRASTRUCTURE IMPACTS ON YOUR COMMUNITY:

Provide a detailed description of the qualifying infrastructure needs. Descriptions must include:

- summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
- description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
- details of damage to infrastructure and immediate risks due to damage; and
- explanation of any proposed repairs to improve durability and sustainability of infrastructure;

DESCRIBE THE SCOPE OF THE PROPOSED PROJECT:

Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

DESCRIBE THE PROJECT TIMELINE: (Submit as an Attachment)

Please provide a detailed timeline that includes a description of all major project activities and the projected completion date in the applicable cost categories:

- water;
- sewer;
- gas;
- telecommunications;
- high-speed broadband;
- electric utility; and
- sidewalk and curb infrastructure.

DESCRIBE THE ANTICIPATED OUTCOMES:

Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.

- Outcomes could include but are not limited to the number of feet or miles of water or sewer lines being replaced or repaired served, number of feet or miles of sidewalk or curb improvements, number of small businesses improved or assisted in the following applicable cost categories:

    - water;
    - sewer;
    - gas;
    - telecommunications;
    - high-speed broadband;
    - electric utility; and
    - sidewalk and curb infrastructure.

DESCRIBE THE PROJECT SUSTAINABILITY:

Describe how this project will provide long-term and sustainable solutions for recovery of the business or businesses involved in the project.

VII. PROCUREMENT

Grantees must follow all local, state, and federal laws and ordinances as they pertain to procurement. More information on the State of NC procurement can be found here.

VIII. MONITORING PROCESS

REDD will monitor the project through various mechanisms, including review of semi-annual reports received from the grant recipient; phone, email, and/or letter correspondence; receipt of all published press articles about the project as provided to REDD by the local government; and on-site monitoring visits by REDD staff, as necessary.

IX. REPORTING REQUIREMENTS

Progress reports will be due on January 15th and July 15th for each year the grant remains open. The final report will be due at the time of project completion or no later than thirty (30) days after the grant end-date, whichever is sooner. The reporting schedule remains in effect for the duration of the grant, including time extensions.

Failure to submit progress reports as required:

5. will result in non-payment of payment requests;
6. may result in the immediate termination of the grant;
7. may result in the demand for immediate repayment of any funds paid by REDD; and
8. will negatively impact the grantee's eligibility for future Commerce grants.

All forms, including reporting and request for payment, can be found via the Rural Connect Portal.

X. LOCAL GOVERNMENT ROLES AND RESPONSIBILITIES

The local government will be responsible for managing the day-to-day operations of the activities funded by the SmBIZ program to ensure the funds are used in accordance with all program requirements and written agreements and will take action when performance problems arise. Specifically, the local government will be responsible for the following:

- **Management and Oversight**: The local government is legally, financially, contractually, and programmatically responsible for the project. The local government is responsible to the State of North Carolina, even if the local government employs a contract administrator or contracts with a sub-recipient for the project.
- **Financial Management**: The local government must ensure proper accounting of funds to avoid disallowed costs. This includes accurately identifying project costs and cash balances and maintaining proper internal controls.
- **Statement of Assurances and Certifications**: The local government's elected officials and administrators should read and understand these documents and the implementation obligations.
- **Grant Agreement:** If awarded, the local government will receive a grant agreement and funding approval from the State. These documents are contractually binding and cannot be
- changed without the State's written approval.

XI. PROJECT AMENDMENTS

Prior to making any change to the approved application, grantees should contact the program manager to discuss any proposed changes.

XII. USE OF NC LICENSED PROFESSIONALS

REDD strongly recommends the use of North Carolina licensed professionals on construction projects. This includes housing inspectors, electricians, HVAC installers and repairers, plumbers, and general contractors. However, it is important to note that bids and dwellings that are $30,000 and greater can ONLY BE ACCEPTED BY A LICENSED GENERAL CONTRACTOR, licensed by the State of North Carolina per Article 1 of Chapter 87 of the General Statute.

XIII. OTHER REQUIREMENTS AND ATTACHMENTS

Recipients will be required to comply with any subsequent requirements issued by REDD. Consult the Required Attachments section in the application. Please note that if key items are not submitted with the application, your project could be disqualified.

XIV. APPLICATION CHECKLIST

Applicants should review the Grant Application Checklist to verify the information and documentation needed to apply for funds.

1. **Local Government Information**
   - Local Government name
   - Local Government contact name, title, telephone, address, email
   - Unique Entity ID
2. **Project Contact Information (if applicable)**
   - Project Contact name
   - Project Contact title, telephone, address, email
3. **Project Information**
   - Project Title
   - Project Description – Provide a short description of your project.
4. **Property Information (if applicable)**
   - Census Tract Number
   - Property Address
   - Legal Name of Property Owner
   - National Register of Historic Places Listing
5. **Narrative Questions:**

1. Provide a detailed description of the qualifying infrastructure needs. Description must include:
   - summary of the detrimental impact on the named small business or businesses and how the business or businesses will benefit from the grant;
   - list of each business affected, including business address or addresses;

- description of infrastructure affected (water, sewer, sidewalks, etc.), including ownership information;
- details of damage to infrastructure and immediate risks due to damage; and
- explanation of any proposed repairs to improve durability and sustainability of infrastructure.

2. Provide a detailed work plan that includes a description of all major project activities. Include in detail how the anticipated repairs, in the applicable cost categories, will promote restored infrastructure in the project area:
    - water;
    - sewer;
    - gas;
    - telecommunications;
    - high-speed broadband;
    - electric utility; and
    - sidewalk and curb infrastructure.

3. Identify the anticipated outcomes that will result in repaired infrastructure as a direct result of the project.
    - Outcomes could include but are not limited to the number of feet or miles of water or sewer lines being replaced or repaired served, number of feet or miles of sidewalk or curb improvements, number of small businesses improved or assisted in the applicable cost categories:
        - water;
        - sewer;
        - gas;
        - telecommunications;
        - high-speed broadband;
        - electric utility; and
        - sidewalk and curb infrastructure.

4. Describe how this project will provide long-term and sustainable solutions for recovery of the business or businesses involved in the project.

5. Budget

Project Expense	Activity	Federal	State	Local	Total
Water					
Sewer					
Gas					
Telecommunications					
High-speed broadband					
Electric Utility					
Sidewalk and curb infrastructure					
Administration					
TOTAL					

6. Upload Documents

- Map of project area
- Project Timeline
  1. Provide a detailed timeline that includes a description of all major project activities and the projected completion date in the applicable cost categories.
- Certified Cost Estimates
  - Include a professional project budget including all revenue and expenditures allocated for each of the applicable cost categories.
- Local Government Resolution
- Preliminary Engineering Report (PER)
- Photos of the damage and infrastructure to be repaired
- NCUI101 Forms
  - Include a form from the most recent quarter for each small business included in the project.
- Executed Local Government Certifications Document
  - Form available: www.commerce.nc.gov/SmBIZ
- State Historic Preservation Office documentation/ National Registry of Historic Places documentation or provide a statement of explanation if these do not apply to your project.

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF COMMERCE FOR THE SMALL BUSINESS INFRASTRUCTURE GRANT PROGRAM(SmBIZ) FOR THE 7TH AVENUE E. SIDEWALK AND STORMWATER DRAINAGE PROJECT (APP-001114)

WHEREAS, City of Hendersonville's has continued to complete repair and resiliency projects as part of continued Hurricane Helene recovery efforts; and

WHEREAS, the City has proposed the 7th Ave E Sidewalk Restoration project which will result in the repair and restoration of the pedestrian sidewalk and stormwater infrastructure that will support small businesses between Elm St and 1225 7th Ave E, Hendersonville, NC 28792; and

WHEREAS, the City has been awarded funding in the amount of $946,000 dollars from the North Carolina Department of Commerce, Small Business Infrastructure Grant Program (SmBIZ) Rural Engagement & Investment Program for this project; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of

Hendersonville that:

1. The City agrees to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out in the Agreement; and
2. The City's Mayor or their designee shall be considered the City's Authorized Official when executing or providing any funding application or other documents associated with the project; and
3. The City Mayor is authorized to enter into an agreement with the North Carolina Department of Commerce for the Small Business Infrastructure Grant Program for the 7th Avenue E. Sidewalk and Stormwater Drainage Restoration Project (App-001114).

Adopted by the City Council of the City of Hendersonville, North Carolina on this the 4th day of December 2025.

_____

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: Blair Myhand, Police Chief **MEETING DATE:** 10/02/2025

AGENDA SECTION: PRESENTATIONS **DEPARTMENT:** POLICE

TITLE OF ITEM: Hendersonville Police Department Honors Lieutenant Matt Capps for FBI National Academy Graduate

SUGGESTED MOTION(S):

N/A

SUMMARY:

The Hendersonville Police Department recognizes Police Lieutenant Matt Capps, for his graduation from the FBI National Academy.

On September 4, 2025, Lieutenant Capps was among 254 law enforcement officers graduated from the FBI National Academy in Quantico, Virginia. The 295th session of the National Academy consisted of men and women from 49 states and the District of Columbia. The class included 22 members of law enforcement agencies from 20 countries, 10 members of six military organizations, and four members of federal civilian organizations.

“I would like to extend my thanks to City Council, City Manager Connet, and Chief Myhand for the incredible opportunity to attend the FBI National Academy. This experience has enhanced my leadership skills and broadened my perspective; I am committed to using what I have learned to lead more effectively and serve Hendersonville with excellence. I look forward to bringing back these lessons to help our department continue to grow and succeed.”

Internationally known for its academic excellence, the National Academy offers ten weeks of advanced leadership, communication, and fitness training. Participants must have proven records as professionals within their agencies to attend. On average, these officers have 21 years of law enforcement experience and usually return to their agencies to serve in executive-level positions.

FBI Director Kash Patel delivered remarks at the ceremony. Class spokesperson Benjamen Adams from the Marion County Sheriff’s Office, Ocala, FL, represented the graduating officers.

FBI Academy instructors, special agents, and other staff with advanced degrees provide the training; many instructors are recognized internationally in their fields. Since 1972, National Academy students have been able to earn undergraduate and graduate credits from the University of Virginia, which accredits all the National Academy courses offered.

A total of 56,434 graduates have completed the FBI National Academy since it began in 1935. The National Academy is held at the FBI Training Academy in Quantico, the same facility where the FBI trains its new special agents and intelligence analysts. Lieutenant Matt Capps continues the legacy of National Academy graduates from the Hendersonville Police Department, joining the ranks of former Police Chiefs John Nicholson and Donnie Parks, as well as current Chief Blair Myhand.

BUDGET IMPACT: N/A

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

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

ATTACHMENTS:

N/A

CITY OF HENDERSONVILLE

CITY COUNCIL
AGENDA ITEM SUMMARY

SUBMITTER: Matthew Manley

MEETING DATE: December 5, 2025

AGENDA SECTION: Presentation

DEPARTMENT: Community Development

TITLE OF ITEM: NC-APA Marvin Collins Outstanding Plan Award for the Gen H Comprehensive Plan – *Matthew Manley, AICP and Lew Holloway.*

SUGGESTED MOTION(S):

n/a

SUMMARY:

- The City's Gen H Comprehensive Plan was recognized by the North Carolina Chapter of the American Planning Association (NC-APA), receiving the 2025 Marvin Collins Outstanding Planning Award for the best comprehensive plan in the small town category. The Community Development Department would like to acknowledge that this award would not have been possible without the fully buy-in from multiple departments and the significant support of City Council.

ATTACHMENTS:

1. Link to list of 2025 NC-APA Awards Winners: https://northcarolina.planning.org/community-outreach/past-award-winners/2025-apa-nc-awards/
2. Link to Bolton-Menk announcement: https://www.bolton-menk.com/news/gen-h-honored-with-2025-apa-nc-marvin-collins-planning-award/
3. Link to City of Hendersonville announcement: https://www.hendersonvillenc.gov/news/city-hendersonville%E2%80%99s-gen-h-comprehensive-plan-wins-prestigious-statewide-planning-award
4. Award Letter

American Planning Association
North Carolina Chapter

August 5, 2025

RE: Gen H Comprehensive Plan

Dear Mr. Manley,

On behalf of the North Carolina Chapter of the American Planning Association (APA-NC) Awards Committee, I am pleased to inform you that the Committee has selected your nomination as the recipient of a 2025 North Carolina Marvin Collins Award in the Comprehensive Plan category. Please read this letter carefully as it contains a lot of important information about the awards ceremony and private luncheon.

This year we will recognize and celebrate APA-NC award winners on the chapter website, via social media, and during the annual state conference to be held October 15-17 in Charlotte. **We would love to include a brief acceptance video OR one presentation slide from you and your team in the awards presentation.** If you would like to participate, please upload a brief acceptance video (no more than 45 seconds) or single slide no later than Friday, September 25th.This is a great way to highlight representatives who may not be able to attend the awards ceremony in person. Please upload completed video or presentation slide using the link provided in the attached document.

The Opening Plenary and Awards Session will take place on Wednesday, October 15, from 9:30am – 11:45am at the Charlotte Convention Center in Large Plenary Room - W209. Award winners will need to arrive early and make your way down to the front of the ballroom and look for reserved seating. Award winners will come up to the stage **after** their award is highlighted. Up to three members from each project are also invited to a private awards luncheon following the presentation from 11:45am – 1:00pm with the other winners, APA executive and award committee members. The luncheon will take place in the Charlotte Convention Center and specific details will be provided to attendees closer to the event. You do not have to be registered for the conference to attend either event, however, we do need all participants to RSVP.

Award winners will receive a framed certificate at the plenary and a digital copy will be emailed after the conference. As the nominator, we ask that you alert other individuals or organizations that need to be recognized.

Sincerely,

Elizabeth Jernigan, Hannah Williams
APA-NC Award Co-Chairs

American Planning Association
North Carolina Chapter

AWARDS RECIPIENT DETAILS:

Description	Deadline	Link
Awards Presentation and Private Luncheon RSVP	Friday, October 3	https://forms.gle/EAvHxHqgecJf1vBy5
Award acceptance video: • No more than 45 seconds; • Landscape or horizontal; • Use a tripod if possible; Check audio	Friday, September 25	Google drive link
Award single slide: • Photo of Team or Project • Graphics from Plan	Friday, September 25	Google drive link

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 12/04/2025

AGENDA SECTION: PUBLIC HEARING **DEPARTMENT:** Administration

TITLE OF ITEM: 2025 General Obligation (GO) Transportation Bond Order Public Hearing, Adoption of Bond Order and Resolution Setting a Special Bond Referendum and Notification of the Henderson County Board of Elections
- Adam Murr, Budget & Eval. Director

SUGGESTED MOTION(S):
I move City Council:
1. …Open the public hearing regarding the proposed 2025 General Obligation **BOND ORDER AND REFERENDUM**.
2. ((After closing the public hearing)) …Adopt the **BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA**; and,
3. …Adopt the **RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARD OF ELECTIONS**
…as presented.

SUMMARY:
City Council of the City of Hendersonville, North Carolina has ascertained and determines that it is necessary to pay the capital costs of transportation projects with General Obligation (GO) Bond funds. The City has applied to the Local Government Commission for the approval of the GO Bond including a maximum principal amount of $10,000,000.

The recommended motions and agenda item attachments fulfill statutorily required procedural actions. (1) City Council will hold a public hearing on the proposed GO bond order and the advisability for issuing the GO Bond for transportation projects. (2) Following the close of the public hearing, City Council may chose to adopt the recommended **BOND ORDER**. Finally, (3) following the close of public hearing and the adoption of the **BOND ORDER**, Council may chose to adopt the recommended **RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARD OF ELECTIONS.**

BUDGET IMPACT: $10,000,000.00

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

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

ATTACHMENTS:
1. **BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA**
2. **RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARD OF ELECTIONS**

EXTRACTS FROM MINUTES OF CITY COUNCIL

* * *

A regular meeting of the City Council of the City of Hendersonville, North Carolina was duly held on December 4, 2025 at 5:45 p.m. at the Operations Center Assembly Room, 305 Williams Street, Hendersonville, North Carolina 28792. Mayor Barbara G. Volk presiding.

* * *

The following members were present:

The following members were absent:

Also present:

* * * * *

The bond order entitled, **"BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA"** was introduced at a meeting of the City Council on November 6, 2025 and published on November 23, 2025 and November 30, 2025, with notice that the City Council would hold a public hearing thereon on December 4, 2025 at or about 5:45 p.m. There had been filed in the City Clerk's office and posted on the City's website a statement of disclosures related to the proposed bonds complying with provisions of the Local Government Bond Act.

The Mayor announced that the City Council would hear anyone who wished to be heard on the questions of validity of the General Obligation Transportation Bond Order and the advisability of issuing the General Obligation Transportation Bonds. Council Member _____ moved that the public hearing be opened on the General Obligation Transportation Bond Order and the motion was unanimously adopted.

After the City Council had heard all persons who requested to be heard in connection with the foregoing questions on the General Obligation Transportation Bond Order, Council Member _____ moved that the public hearing be closed and the motion was unanimously adopted.

Council Member _____ moved that the City Council adopt, without change or amendment, and direct the City Clerk to publish a notice of adoption, as prescribed by The Local Government Bond Act, of the bond order entitled, "**BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA"**, as introduced at the meeting of the City Council held on November 6, 2025. The motion was unanimously adopted.

BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA

WHEREAS, the City Council of the City of Hendersonville, North Carolina has ascertained and hereby determines that it is necessary to pay the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading and improving streets and sidewalks, including, without limitation, curbs, gutters, drains, bridges, overpasses, crossings, lighting, traffic controls, signals and markers, bicycle lanes, and landscape, streetscape and pedestrian improvements, and the acquisition of land, rights-of-way and easements in land required therefor; and

WHEREAS, an application has been filed with the Deputy Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Transportation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

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

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Transportation Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Transportation Bonds authorized by this order shall be $10,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Transportation Bonds.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for March 3, 2026.

READ, APPROVED AND ADOPTED this 4th day of December, 2025.

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF NORTH CAROLINA)
) SS:
CITY OF HENDERSONVILLE)

I, *Jill Murray*, City Clerk of the City of Hendersonville, North Carolina, *DO HEREBY CERTIFY* the attached is a true and accurate extract of a public hearing held by the City Council of the City of Hendersonville, North Carolina, at its regular meeting held on December 4, 2025, and a true and correct copy of a bond order entitled, **"BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA"** adopted by the City Council at a meeting held on the 4th day of December, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City, this the ___ day of December, 2025.

RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARD OF ELECTIONS

WHEREAS, the City Council of the City of Hendersonville, North Carolina has adopted the following bond order and such bond order should be submitted to the voters of the City of Hendersonville, North Carolina for their approval or disapproval in order to comply with the constitution and laws of North Carolina:

"BOND ORDER AUTHORIZING THE ISSUANCE OF $10,000,000 GENERAL OBLIGATION TRANSPORTATION BONDS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA;"

NOW, THEREFORE, be it resolved by the City Council (the "*City Council*") of the City of Hendersonville, North Carolina, as follows:

(1) For the purpose of determining the question whether the qualified voters of the City of Hendersonville, North Carolina shall approve or disapprove (a) the indebtedness to be incurred by the issuance of the General Obligation Transportation Bonds of the City authorized by said bond order, which indebtedness shall be secured by a pledge of the City's full faith and credit and (b) the levy of a tax for the payment thereof, said bond order shall be submitted to the qualified voters of said City at a special bond referendum to be held in said City on March 3, 2026.

(2) The City Clerk is hereby authorized and directed to publish a notice of said referendum which shall be entitled **"CITY OF HENDERSONVILLE, NORTH CAROLINA NOTICE OF SPECIAL BOND REFERENDUM."** Said notice of referendum shall be published at least twice. The first publication shall be not less than 14 days and the second publication shall be not less than 7 days before the last day on which voters may register for the special bond referendum.

(3) The Henderson County Board of Elections is hereby requested to print and distribute the necessary ballots and to provide the equipment for the holding of said referendum and to conduct and to supervise said referendum.

(4) The ballots to be used at said referendum will indicate that it is being held on behalf of the City of Hendersonville, North Carolina and will contain the following words:

> "Additional property taxes may be levied on property located in the City of Hendersonville in an amount sufficient to pay the principal of and interest on bonds if approved by the following ballot question. *SHALL* the order authorizing $10,000,000 of bonds plus interest to provide funds to pay the capital costs of acquiring, constructing, reconstructing, widening, extending, paving, resurfacing, grading and improving streets and sidewalks, including, without limitation, curbs, gutters, drains, bridges, overpasses, crossings, lighting, traffic controls, signals and markers, bicycle lanes, and landscape, streetscape and pedestrian improvements, and the acquisition of land, rights-of-way and easements in land required therefor, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved, in light of the following:
>
> (1) The estimated cumulative cost over the life of the bond, using the highest interest rate charged for similar debt over the last 20 years, would be $15,611,200 (consisting of $10,000,000 principal amount of the bonds plus $5,611,200 of interest).
> (2) The estimated amount of property tax liability increase for each one hundred thousand dollars ($100,000) of property tax value to service the

cumulative cost over the life of the bond provided above would be $20.00 per year.";

with squares labeled **"YES"** and **"NO"** beneath or beside such words in which squares the voter may record his or her choice on the question presented; and

(5) The City Clerk shall mail or deliver a certified copy of this resolution to the Henderson County Board of Elections within three days after this resolution is adopted.

BE IT FURTHER RESOLVED that this Resolution shall become effective on the date of its adoption.

READ, APPROVED AND ADOPTED this 4th day of December, 2025.

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

STATE OF NORTH CAROLINA)
) SS:
CITY OF HENDERSONVILLE)

I, *Jill Murray*, City Clerk of the City of Hendersonville, North Carolina (the "*City*"), *DO HEREBY CERTIFY* the attached to be a true and correct copy of a Resolution entitled, **"RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARD OF ELECTIONS"** adopted by the City Council of the City at a meeting held on the 4th day of December, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said City, this the ___ day of December, 2025.

(SEAL)

_____
City Clerk
City of Hendersonville, North Carolina

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY
PLANNING DIVISION

SUBMITTER:	Matthew Manley	**MEETING DATE:**	December 4, 2025
AGENDA SECTION:	Public Hearing	**DEPARTMENT:**	Community Development

TITLE OF ITEM: Rezoning: Standard Rezoning –Locust St Small Area Rezoning | 25-78-RZO – *Matthew Manley, AICP | Long-Range Planning Manager*

SUGGESTED MOTION(S):

For Recommending Approval:
I move City Council **adopt** an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of properties possessing PIN: 9569-80-4629, from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning District, based on the following:

1. The petition is found to be Consistent with the City of Hendersonville Gen H Comprehensive Plan based on the information from the staff analysis and because:

The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Downtown'.

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

1. CMU Zoning is more compatible than I-1 Zoning due to the differences in dimensional standards and permitted uses.
2. CMU Zoning better protects the existing character of the built environment and supports recent reinvestment in the economic vitality of the 7th Ave District
3. CMU Zoning will protect against incompatible Industrial uses.

[DISCUSS & VOTE]

For Recommending Denial:
I move City Council **deny** an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of properties possessing PIN: 9569-80-4629, from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning District, based on the following:

1. The petition is found to be Consistent with the City of Hendersonville Gen H Comprehensive Plan based on the information from the staff analysis and because:

The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Downtown'.

2. Furthermore, we do not find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:

1. CMU Zoning would reduce the number of permitted uses
2. CMU Zoning would reduce the required dimensional standards (setbacks, min. lot size, etc.)
3. CMU Zoning would further shift the area from its industrial roots

[DISCUSS & VOTE]

SUMMARY: *The City of Hendersonville initiated a rezoning for consenting property owners in the Locust St Area to rezone properties from I-1, Industrial to CMU, Central Mixed Use. These*

owners and properties included multiple condo owners at 822 Locust St (PIN: 9569-80-4214), R Four Holdings at 824 Locust St Ste 300 (PIN: 9569-80-2387) and Scott & Dean Miller at 0 Lynn St (PIN: 9569-80-4629). Previously Daniel Huggins & Hailey Lamoreux (Applicants / Owners) at 824 Locust St Suite 400 (PIN: 9569-80-2471) along with Dennis Dunlap at 415 8th Ave E (PIN: 9569-80-4238), Kari Moer at 824 Locust St Suite 200 (PIN: 9569-80-2395), and Daniel Mock with AYD Partners at 0 Lynn St (PIN: 9569-80-3335) participated in a rezoning to CMU for this area. Additional property owner were given the opportunity to participate as well. The final property to be included in this area rezoning is the 2.32 acre lot to the rear of Miller's Linen Service on Lynn St.

Planning Staff initially identified the need for a rezoning of the I-1 properties in this area over 4 years ago. Though a 'small area rezoning' did not take place at that time, with the submittal of a rezoning application for CMU in August 2025, Planning Staff opened up the opportunity for select properties to join in on the rezoning. Per new state laws, property owners must consent to rezonings of this nature. Properties that participated in the rezoning will benefit in the following ways:

1) CMU Zoning would make non-conforming buildings conforming;

2) CMU Zoning would permit current land uses to continue;

3) CMU Zoning would permit additional desired future land uses that I-1 zoning does not;

4) CMU Zoning would prevent incompatible uses.

PROJECT/PETITIONER NUMBER:	25-07-RZO
PETITIONER NAME:	○ City of Hendersonville ○ Scott & Dean Miller – Owners of 0 Lynn St (PIN: 9569-80-4629)
ATTACHMENTS:	1. Staff Report 2. Planning Board Summary 3. Zoning District Comparison 4. Comprehensive Plan Consistency & Criteria Evaluation Worksheet 5. Draft Ordinance 6. Consent Forms

STANDARD REZONING:
LOCUST ST SMALL AREA REZONING - I-1 TO CMU
(25-78-RZO)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT
STAFF REPORT

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PROJECT SUMMARY

- Project Name & Case #:
  - Locust St Small Area Rezoning (I-1 to CMU)
  - 25-78-RZO
- Applicant & Property Owner:
  - Southern Appalachian Brewing (Cubbins), R Four Holdings (Tolles), Daniel Mock, & Hunting Creek Associates – Condo Owners
  - R Four Holdings (Tolles) – Owners
  - Scott & Dean Miller – Owners
- Property Address or PINS:
  - 822 100 Locust St (9569-80-4214)
  - 822 200 Locust St (9569-80-4214)
  - 822 300 Locust St (9569-80-4214)
  - 822 400 Locust St (9569-80-4214)
  - 824 Locust St Ste 300 (9569-80-2387)
  - 0 Lynn St (9569-80-4629)
- Project Acreage:
  - 3 Acres
- Current Parcel Zoning:
  - I-1 Industrial
- Proposed Zoning District:
  - CMU, Central Mixed Use
- Future Land Use Designation:
  - Downtown

SITE VICINITY MAP

In addition to the properties rezoned last month, the City of Hendersonville is initiating a rezoning for consenting property owners in the Locust St Area to rezone the area from I-1, Industrial to CMU, Central Mixed Use. These additional owners and properties include multiple condo owners at 822 Locust St (PIN: 9569-80-4214), R Four Holdings at 824 Locust St Ste 300 (PIN: 9569-80-2387) and Scott & Dean Miller at 0 Lynn St (PIN: 9569-80-4629).

Planning Staff initially identified the need for a rezoning of the I-1 properties in this area over 4 years ago. Though a 'small area rezoning' did not take place at that time, with the submittal of a rezoning application for CMU, Planning Staff opened up the opportunity for select properties to join in on the rezoning. Per new state laws, property owners must consent to rezonings of this nature. Properties participating in the rezoning will benefit in the following ways:

1) CMU Zoning would make non-conforming buildings conforming;

2) CMU Zoning would permit current land uses to continue;

3) CMU Zoning would permit additional desired future land uses that I-1 zoning does not;

4) CMU Zoning would prevent incompatible uses.

SITE IMAGES

View of subject properties along Locust St that have been identified for potential rezoning

View of Side / Rear of previously rezoned property

SITE IMAGES

View of 415 8th Ave (previously rezoned property)

View of block of subject properties with buildings fronting Locust St that have been identified for potential rezoning

SITE IMAGES

View of rear of vacant parcel on Lynn St potential rezoning candidate

View of cell tower in close vicinity. Property was considered but is NOT included in rezoning request due to non-conformity with CMU uses.

PROPOSED SMALL AREA REZONING BACKGROUND

The evolving nature of urban land uses, particularly within the 7th Ave District, requires that zoning be reevaluated on a recurring basis to determine if it aligns with the needs of today and provides for the visions of tomorrow. In consideration of the public and private investments made in recent years and the future economic opportunities this area presents, all indications are that the current zoning standards (Industrial) need to updated to better foster a mix of land uses while preserving a walkable, urban neighborhood form. This opportunity has been on Planning Staff's radar for a number of years. However, the submittal for a rezoning application in this block of Locust St has served as a catalyst for initiating a needed "small area rezoning".

Impacts/Rationale: There are three primary reasons why this potential rezoning would have a positive impact to property owners and the city:

1) **Bring Existing Structures into Conformity / Secure Character of Area.** The setbacks for I-1 are substantial (Front – 30', Sides – 20', Rear – 20'). Any structures that do not currently meet those setbacks are considered "*legal non-conforming structures*", making them subject to certain limitations. All of the structures identified for this rezoning are non-conforming structures. Should any of these non-conforming buildings become substantially damaged for any reason, they would have to be repaired/rebuilt in conformity with the I-1 setbacks. Many of the structures currently have 0' front and side setbacks. If substantially damaged, the buildings would have to be pushed back 30' from the sidewalk and 20' on sides and rear – drastically altering the character of the area. Furthermore, any new additions to these buildings would also be subject to the I-1 setbacks.

   Alternatively, the setbacks for CMU are much more relaxed and allow for buildings to utilize the full property with buildings allowed 12' from the curb /genrally the edge of the sidewalk and 0' setbacks/common walls on the sides and rear. Rezoning the properties from I-1 to CMU would eliminate the non-conformities and make the existing structures "conforming". This would go a long way towards helping to preserve the special character of the area.

2) **Better Alignment of Permitted Uses** – While the Industrial zoning allows for 26 more "permitted uses" than CMU, the CMU zoning allows for, amongst other important uses, 'multi-family residential' whereas I-1 zoning does not. Adding multi-family residential to the list of uses that are permitted on these properties creates a significant economic opportunity that better aligns with the emerging trends and desires of the 7th Ave area. In other words, multi-family residential is more likely to be a desired future land use than those currently permitted under I-1. In addition to multi-family, the following uses are allowed in CMU but not in I-1:

1 & 2-Family Residential	Cultural Art Buildings
Offices	Dance & Fitness Facilities
Theaters	Music & Art Studios
Coin-operated Laundries	

Additionally, CMU zoning also allows: microbreweries, distilleries, cideries and wineries, food trucks, retail stores, restaurants, dry cleaning, construction trades, small-scale manufacturing, telecommunications antennas, and other uses that are already present in the 7th Ave / Locust St area.

Meanwhile, Industrial zoning permits any of the following uses:

Freight terminals	Drive-thru restaurants
Storage Yards	Treatment Plants
Concrete Plants	Vehicle Repair with Outdoor Storage

Vehicle & Heavy Equipment Storage Areas

And more…

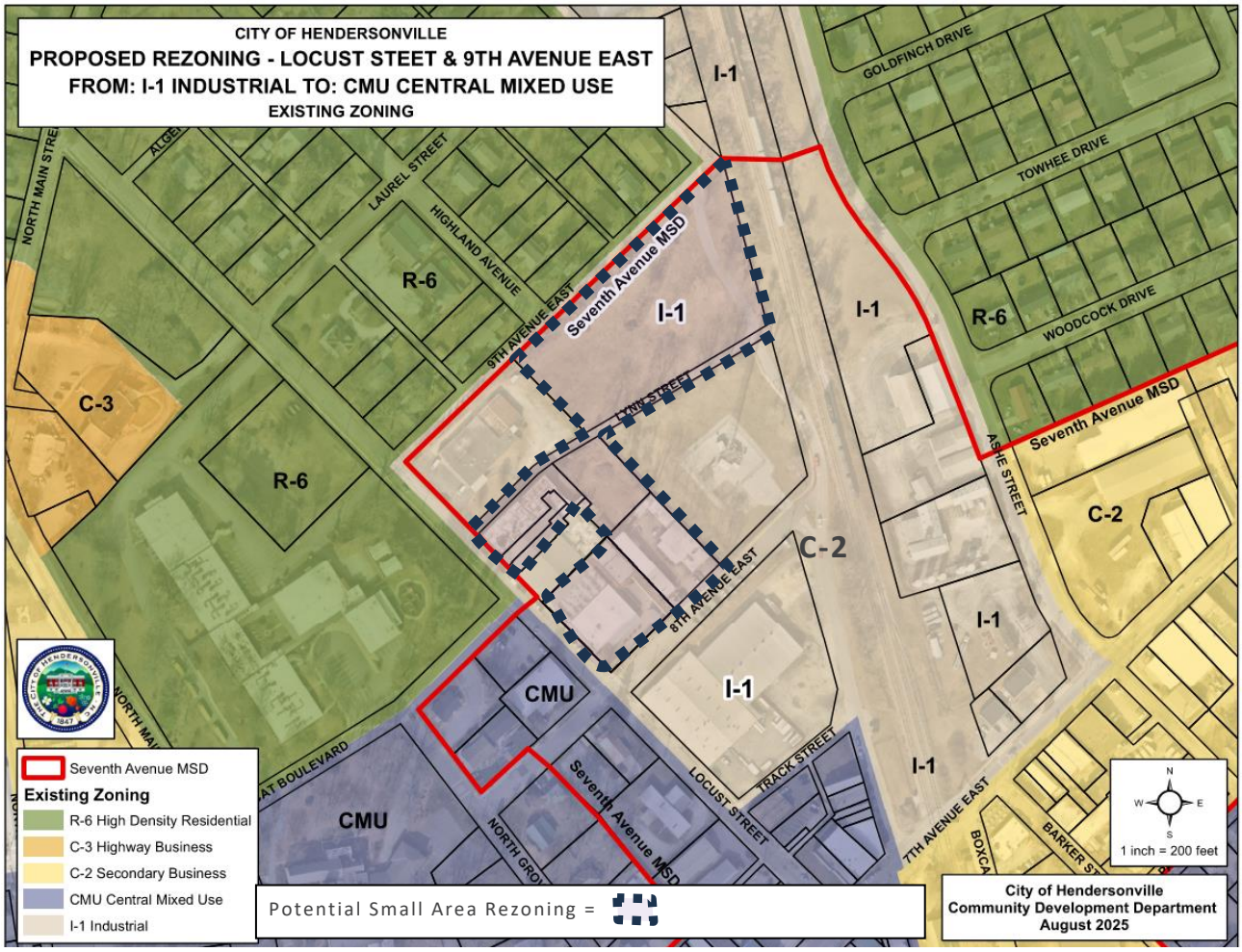
3) **Better Alignment with Adopted Vision** - CMU better aligns with the shared vision for this area as has been reflected in the recent investments made by both the public and private sectors. The City's *Gen H Comprehensive Plan* (adopted August 2024) designated this area as "Downtown" in the Future Land Use map. These properties are also located within the boundary of the 7th Ave MSD.

These distinctions point towards needing a zoning district that better aligns with urban growth trends and plans rather than towards industrial growth trends – which in today's market are more interstate oriented.

Next Steps: Under recent changes to state law, property owner consent is required for rezonings of this nature. Upon receipt of the initial application, City staff immediately collected contact information for each property owner that could potentially benefit from the "small area rezoning". Staff communicated via numerous emails, letters, phone calls and meetings to help present the rezoning opportunity to property owners and to give them the opportunity to consent to the rezoning.

A very well-attended property owners' meeting was held on August 26th at Southern Appalachian Brewery where questions were asked and discussions were held. Understandably, property owners were skeptical of any change. Staff has done our best to allay concerns and clearly communicate a balanced explanation of the implications of rezoning vs not rezoning. Staff anticipates that additional property owners will consent to rezoning prior to the City Council hearing. As such, staff has provided two motions for approval to Planning Board.

EXISTING ZONING & LAND USE



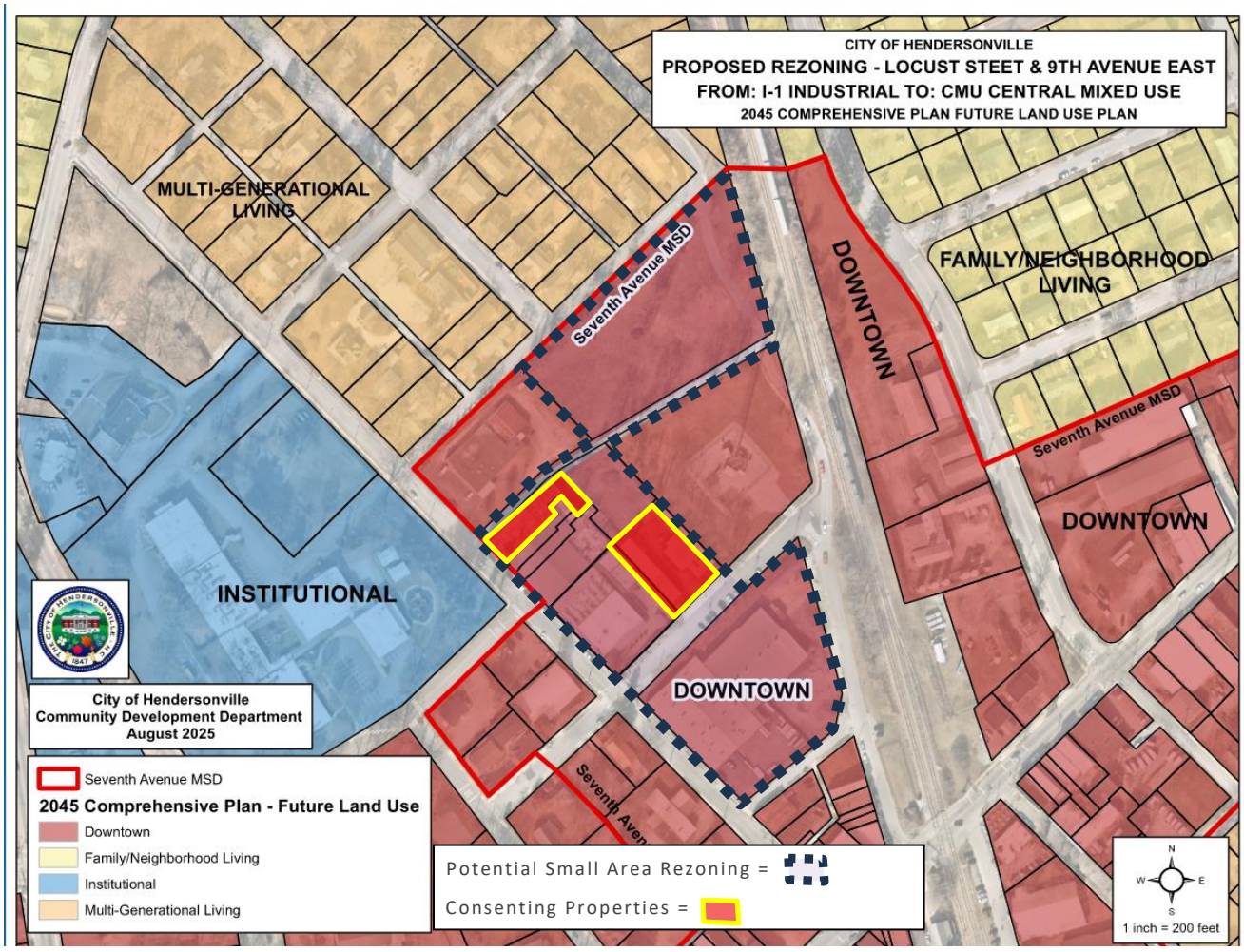
Existing Zoning & Current Land Use Map

The subject properties and proposed properties are all in the corporate limits of the City of Hendersonville and currently zoned I-1, Industrial. Central Mixed Use (CMU) Zoning is located across the street and continues south towards Main St. The properties are located in 7th Ave Municipal Service District (MSD). The are situated in a historic part of town located between the 7th Ave Depot Historic National Register District and the Cold Springs Park National Register Historic District.

The principal property contains a two/three story brick building original constructed in 1926 as a Coca-Cola plant. The property at 415 8th Ave which has also consented to the rezoning is home to a micro-brewery. Other uses in the block of properties that have yet to consent include: microbrewery, retail, and small-scale manufacturing.

The land uses in this area are typical of an area transitioning from a mid-century railroad-oriented industrial district to a revitalized urban mixed-use node. The evolving character of the area has developed over the last 15 years due to a variety of public and private investments. The future economic opportunities for this area better align with the uses and standards permitted under CMU.

FUTURE LAND USE



Future Land Use & Conservation Map

The City's Gen H 2045 Comprehensive Plan designates the subject property as "Downtown" in the Future Land Use & Conservation Map. The adjacent properties to the south and east are also designated Downtown. To the east, the properties containing Bruce Drysdale, County Veteran Services Building are designated as Institutional. MGL and FNL are in close proximity which makes this location ideal for a walkable, mixed use district. Downtown Character Area Description:

> *This is the heart of the community and center of civic activities. In addition to governmental uses, it includes a mix of retail, restaurant, service, office, and civic uses. A variety of residential housing types complement the nonresidential uses and ensure a vibrant center with a 24/7 population. The mix of uses can be horizontal or vertical, with changes between floors of the same building. Buildings of two or more stories are common, and streets feature short block lengths and pedestrian facilities. Open spaces include plazas and formal greens.*

GENERAL REZONING STANDARDS: COMPREHENSIVE PLAN CONSISTENCY	
1) COMPREHENSIVE PLAN CONSISTENCY	**LAND SUPPLY, SUITABILITY & INTENSITY** **Land Supply** - The applicant property was not identified as. Other properties in the potential rezoning area (primarily the vacant properties) were identified as ***Underutilized*** in the Land Supply Map. **Suitability** – These underutilized properties were identified as ***Moderate to Highly Suitable*** for all three - Residential, Industrial and Commercial uses. **Development Intensity** - The subject property is located in an area designated as ***Highest.*** **Focus Area** - The subject property is located in the ***7th Ave Focus Area*** and adjacent to the ***Downtown Edge Focus Area***. The existing buildings are shown to be preserved. The vacant lot on Lynn St is shown as townhomes. It states that new uses in the area should be "*…a mix of residential and commercial uses. New development should be sensitive to the character and form of the surrounding context.*" **Focused Intensity Node** – Downtown is its own Focused Intensity Node. **Downtown Master Plan** – The properties are located in the Downtown Master Plan and designated in the ***7th Ave Downtown Character Area***. Locust St is designated as a ***Downtown*** street type. **FUTURE LAND USE & CONSERVATION MAP** **Character Area Designation:** Downtown **Character Area Description:** Consistent with CMU **Downtown Character Area Designation:** 7th Ave **Downtown Character Area Description:** Consistent with CMU **Zoning Crosswalk:** Consistent with CMU
2) COMPATIBILITY	**Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property** *[In addition to a general analysis of the existing conditions, staff has utilized the **Gen H Comprehensive Plan** as a guide for further evaluating issues related to "compatibility". The analysis below includes an assessment of how the project aligns with the overall Goals and overarching Guiding Principles found in Chapter IV and Downtown Master Plan found in Chapter V of the Gen H Plan]* **EXISTING CONDITIONS** The subject property and each property proposed for the small area rezoning is currently zoned I-1, Industrial. The subject property is part of a row of buildings fronting Locust St extending from Lynn St to 8th Ave. These buildings were constructed in 1926 and served as the Coca-Cola bottling plant. It was conveyed to staff that the buildings had a spur line connection to the railroad which ran under 8th Ave and was used to deliver and receive goods. The spur line is gone and the nearby railroad is currently only used for the storage of freight cars. This row of zero-lot line buildings is divided into separate units, each of which is owned individually or as part of a condominium association. Some units are vacant while the

	others are active with the following uses: small-scale manufacturing, office, retail, and microbrewery. Other neighboring properties considered for the rezoning including two vacant lots on Lynn St, the Guidon Brewing property on 8th Ave and the multi-tenant ProSource plumbing and hardware building at 806 Locust St. Each of the known current land uses for these properties are permissible under CMU and I-1. However, each of the existing structures on these properties are considered "legal, non-conforming" structures because they are not compliant with the dimensional standards (setbacks, lot size, and min. lot width) for I-1 zoning. This makes these properties subject to the Non-conforming Standards in Chapter 6 of the Zoning Code. Rezoning to CMU would reclassify the structures as conforming and these properties would no longer be subject to Non-conforming Standards. Furthermore, Rezoning to CMU would not create any Non-conforming Uses. The uses that are in place today would be permitted under CMU, including Small-Scale Manufacturing. Furthermore, many uses permitted under I-1 would be incompatible with these existing land uses. Meanwhile the uses in CMU that are not permitted in I-1 are compatible with the area. Examples of these CMU uses not allowed in I-1 include: Multi-Family Residential, Music & Art Studios, Offices (business, professional and public), Theatres, Dance & Fitness Facilities, Cultural Art Buildings, etc. When considering both the differences between I-1 and CMU's dimensional standards and permitted uses, CMU is more compatible with the Locust St / 7th Ave area.
	GEN H COMPREHENSIVE PLAN GOALS (Chapter IV) **Vibrant Neighborhoods**: Consistent **Abundant Housing Choices**: Consistent **Healthy and Accessible Natural Environment**: Consistent **Authentic Community Character**: Consistent **Safe Streets and Trails**: Consistent **Reliable & Accessible Utility Services**: Consistent **Satisfying Work Opportunities**: Consistent **Welcoming & Inclusive Community**: Consistent **Accessible & Available Community Uses and Services**: Consistent **Resilient Community**: Consistent
	GEN H COMPREHENSIVE PLAN GUIDING PRINCIPLES (Chapter IV) **Mix of Uses:** Consistent **Compact Development:** Consistent **Sense of Place:** Consistent **Conserved & Integrated Open Spaces:** Consistent **Desirable & Affordable Housing**: Consistent **Connectivity**: Consistent **Efficient & Accessible Infrastructure:** Consistent
	DESIGN GUIDELINES ASSESSMENT – The existing buildings on Locust St from Lynn St to 8th Ave are excellent example of historic

	buildings that reflect the type of traditional design that is promoted by the Downtown Design Guidelines. Because no new development is proposed, a full assessment of the building and site design was not performed.
3) Changed Conditions	**Whether and the extent to which there are changed conditions, trends or facts that require an amendment -**
	The 7th Ave District, including Locust St, has been one of the most rapidly changing areas in Hendersonville over the last 5-10 years. Both public and private investments have stabilized and celebrated the historical integrity of the district while providing new life in the form of public infrastructure and vibrant economic opportunity. The former industrial roots of the buildings along Locust St are evolving to house a mix of uses that serve a variety of urban needs and appetites. Recent updates to the I-1 Zoning District Standards requires that areas of the City that are no longer functioning as Industrial Districts update their zoning designation to accommodate appropriate and compatible uses and dimensional standards.
4) Public Interest	**Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare -**
	Adoption of CMU zoning would have a range of positive impacts for the broader community. 1) CMU would make existing non-conforming buildings conforming. This would help to preserve the existing character of the area - allowing these buildings to be expanded in conformity with existing character and to be rebuilt in the case of a disaster, 2) CMU would prevent incompatible Industrial Land Uses such as: *adult entertainment, storage yards, body shops, video gambling, animal boarding, fast food, treatment plants,* etc. 3) CMU would allow for new uses that are compatible with the emerging character of the area such as the current uses on Locust St & 7th Ave and additional uses that are complimentary to those uses (see compatibility above). 4) CMU zoning aligns with the community-led, publicly-informed and Council-adopted growth management vision for the City.
5) Public Facilities	**Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment**
	Rezoning to CMU allows new opportunities for reinvestment in the city core and greater utilization of existing infrastructure.
6) Effect on Natural Environment	**Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife -**

	There is no immediate development proposed on the subject properties and no predicted impact on the natural environment as a result of this rezoning.

REZONING STANDARDS ANALYSIS & CONDITIONS

Staff Analysis

1) Comprehensive Plan Consistency - Staff finds CMU zoning to be clearly Consistent across the board with the *Gen H Comprehensive Plan* and the *Downtown* Character Area Description
2) Compatibility –CMU Zoning is found to be more compatible with the surrounding land uses than the current I-1 zoning due to differences in dimensional standards and permitted uses.
3) Changed Conditions – Changed conditions include the emerging mixed-use, downtown character of this area that has slowly transformed its industrial roots. Changes to Industrial zoning will induce areas of town to adopt modern zoning when they are no longer functioning as industrial districts.
4) Public Interest - Staff finds that the proposed rezoning would be in the public interest for the following reasons: 1) protection of character existing built environment, 2) protection from incompatible industrial uses, 3) opportunity for introduction of new complimentary land uses, and 4) supportive of adopted community vision.
5) Public Facilities - CMU zoning allows for more efficient use of existing infrastructure
6) Effect on Natural Environment - N/A

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

The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Downtown'.

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

DRAFT [Rationale for Approval]

- *CMU Zoning is more compatible than I-1 Zoning due to the differences in dimensional standards and permitted uses.*
- *CMU Zoning would better protect the existing character of the built environment and support recent investments in the emerging economic future of the 7th Ave / Locust St district*
- *CMU would protect against incompatible Industrial uses*

DRAFT [Rational for Denial]

- *CMU Zoning would reduce the number of permitted uses*
- *CMU Zoning would further shift the area from its industrial roots*

PLANNING BOARD RECOMMENDATION
PROJECT#: 25-58-RZO
MEETING DATE: October 9, 2025

PETITION REQUEST: Locust St Area Rezoning

APPLICANT/PETITIONER: City of Hendersonville (Applicant)

Southern Appalachian Brewing (Cubbins), R Four Holdings (Tolles), Daniel Mock, & Hunting Creek Associates – Condo Owners of 822 Locust St (PIN: 9569-80-4214)

R Four Holdings (Tolles) – Owners of 824 Locust St Ste 300 (PIN: 9569-80-2387)

Scott & Dean Miller – Owners of 0 Lynn St (PIN: 9569-80-4629)

PLANNING BOARD ACTION SUMMARY:

Staff gave a 2-minute presentation on the consenting property owners that have joined the Locust St area rezoning initiated by staff. Staff referenced the information presented at the Planning Board's previous meeting and the specific properties that also consented to have their property rezoned since that meeting. The Planning Board asked questions pertaining to which properties did not participate. In total Planning Board considered this item for 4 minutes.

OWNER PRESENTATION: No owners presented

PUBLIC COMMENT: One question was asked about the location of Locust St.

MOTION:

Tamara Peacock moved that the Planning Board recommend approval providing the following:

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

The proposed zoning of CMU aligns with the Gen H 2045 Comprehensive Plan Future Land Use & Conservation Map and the Character Area Description for 'Downtown'.

REASONABLENESS STATEMENT:

[Rationale for Approval]

1. CMU Zoning is more compatible than I-1 Zoning due to the differences in dimensional standards and permitted uses.

2. CMU Zoning better protects the existing character of the built environment and supports recent reinvestment in the economic vitality of the 7th Ave District

3. CMU Zoning will protect against incompatible Industrial uses.

BOARD ACTION

- **Motion/Second**: Peacock / Gilgis
  - **Yeas**: Waters, Russell, Johnson, Gilgis, Rippy, Zafra, McKinley, Peacock (Vice), Robertson (Chair)
  - **Nays**: N/A **Absent**: Flores

PERMITTED & SPECIAL USES	
I-1 Industrial (Current) *Green = Same in both districts* *Red = Different from proposed district* *Orange = Caveat on use*	**CMU, Central Mixed Use (Proposed)** *Green = Same in both districts* *Red = Different from proposed district* *Orange = Caveat on use*
Permitted Uses: Accessory dwelling units subject to SS Accessory uses and structures Agricultural supplies, bulk Animal hospitals and clinics as long as they contain no outdoor kennels Automobile car washes Automobile sales and service Automobile paint and body work Bus stations Business services Cemeteries, mausoleums, columbariums, memorial gardens, and crematoriums Civic centers Concrete plants Congregate care facilities, subject to supplementary standards Construction trades facilities Convenience stores with or without gasoline sales Day care facilities Dry cleaning and laundry Exhibition buildings Exterminators Fairgrounds Farm equipment sales and service Feed and grain storage Freight terminals (SIC Groups 40, 41, 42) Funeral homes Golf courses and related activities Government facilities Health clubs and athletic facilities Heavy equipment, sales, rentals, leases, and service Heavy equipment storage Hospitals Hotels Laboratories with or without outdoor storage or operations Merchandise gaming operations Mini-warehouses	**Permitted Uses:** Accessory dwelling units Accessory uses & structures Adult care centers registered with DHSS Adult care homes Animal hospitals so long as they are totally enclosed Automobile car washes Banks & other financial institutions Bed & breakfast facilities Bus stations Business services Child care homes Congregate care facilities, subject to supplementary standards Construction trades facilities Convenience stores with or without gasoline sales Cultural art buildings Dance & fitness facilities Dry cleaning & laundry establishments containing less than 2,000 sq ft of floor space Funeral homes Garage apartments Home occupations Hotels & motels Laundries, coin-operated Microbreweries, micro-distilleries, micro-cideries, and micro-wineries, SS Mobile food vendors, subject to supplementary standards Music & art studios Newspapers and printing companies Nursing homes, subject to supplementary standards Offices, business, professional and public Parking lots & parking garages Parks Personal services Planned residential developments (minor), subject to the requirements of article VII, below

Mobile food vendors, subject to supplementary standards
Motels
Motor freight terminals
Nursing homes, subject to supplementary standards
Parking lots and parking garages
Parks
Passenger transportation terminals
Personal services
Private clubs
Progressive care facilities, subject to supplementary standards
Public and semi-public structures
Publishing and printing establishments
Radio and television broadcasting studios
Recreational facilities, commercial, indoor
Recreational facilities, commercial, outdoor
Recycling centers
Religious institutions
Repair services, miscellaneous
Research and development with or without outdoor storage and operations
Rest homes, subject to supplementary standards contained in section 16-4, below
Restaurants
Restaurants, drive-in
Retail stores
Service stations
Signs, subject to the provisions of article XIII
Storage yards
Telecommunications antennas, subject to supplementary standards
Telecommunications towers, subject to supplementary standards
Travel trailer sales
Treatment plants, water and sewer
Vehicle repair shops with or without outdoor operations and storage
Vehicle storage areas, not to include junk yards and wrecking yards
Wholesaling establishments
Bottling plants
Breweries
Cideries
Cideries, hard
Private clubs
Progressive care facilities, subject to supplementary standards
Public & semi-public buildings
Recreational facilities, indoors
Religious institutions
Repair services, miscellaneous
Residential dwellings, single family
Residential dwellings, multi-family
Residential dwellings, two-family
Rest homes, subject to supplementary standards
Restaurants
Retail stores
Schools, post-secondary, business, technical and vocational
Schools, elementary & secondary
Signs, subject to the provisions of article XIII, below
Small scale manufacturing, subject to the supplementary standards
Telecommunications antennas, subject to supplementary standards
Theaters, indoors

Special Uses

Childcare centers
Civic clubs & fraternal organizations
Public utility facilities
Vehicle repair & service, without outdoor operations

Distilleries Food processing establishments, limited to dairy and bakery products, canneries, and beverage products Greenhouses and commercial nurseries Microbreweries, micro-distilleries, micro-cideries, and micro-wineries, subject to supplem. standards Wineries Manufacturing (selected industries) **Special Uses** Adult establishments Animal boarding facilities Civic clubs & fraternal organizations Electronic gaming operations Public utility facilities	
DIMENSIONAL STANDARDS	
I-1 Industrial (Current) *Green = Same in both districts* *Red = Different from proposed district* *Orange = Caveat on standard*	**CMU Commercial Mixed Use (Proposed)** *Green = Same in both districts* *Red = Different from proposed district* *Orange = Caveat on standard*
Dimensional Requirements: Minimum Lot Area in Square Feet: 40,000 Minimum Lot Width at Building Line in Feet: 100' Minimum Yard Requirements in Feet: Front: 35' Side: 20 ' Rear: 20' Maximum Height in Feet: 35' (or no cap with increased side setbacks) Max Density: N/A	**Dimensional Requirements:** Minimum Lot Area in Square Feet: 0' Minimum Lot Width at Building Line: 0' Minimum Yard Requirements: Front: 12' from curb Side: 0' Rear: 0' Maximum Height in Feet: 36' or 64' (w/ 3 floors residential) Max Density: No Cap

Locust St Rezoning (25-58-RZO) I-1 to CMU		
Chapter 4 - The Vision for the Future	**Consistent**	**Inconsistent**
GOALS		
Vibrant Neighborhoods (Pg. 93)		
Promote lively neighborhoods that increase local safety.	Consistent	
Enable well-maintained homes, streets, and public spaces.	Consistent	
Promote diversity of ages (stage of life), income levels, and a range of interests.	Consistent	
The design allows people to connect to nearby destinations, amenities, and services.	Consistent	
Abundant Housing Choices (Pg. 93)		
Housing provided meets the need of current and future residents.	Consistent	
Range of housing types provided to help maintain affordability in Hendersonville.	Consistent	
Housing condition/quality exceeds minimum standards citywide	Consistent	
Healthy and Accessible Natural Environment (Pg. 94)		
Recreational (active and passive) open spaces are incorporated into the development.	Consistent	
Water quality is improved with the conservation of natural areas that serve as filters and soil stabilizers.	Somewhat Consistent	
Natural system capacity (floodplains for stormwater; habitats to support flora/fauna; tree canopy for air quality, stormwater management, and microclimate) is maintained.	Somewhat Consistent	
Development is compact (infill/redevelopment) to minimize the ecological footprint.	Consistent	
New development respects working landscapes (e.g., orchards, managed forests), minimizing encroachment.	Consistent	
Authentic Community Character (Pg. 94)		
Downtown remains the heart of the community and the focal point of civic activity	Consistent	
A development near a gateway sets the tone, presenting the image/brand of the community.	Consistent	
Historic preservation is utilized to maintain the city's identity.	Consistent	
City Centers and neighborhoods are preserved through quality development.	Consistent	
Safe Streets and Trails (Pg. 95)		
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments.	Consistent	
Access is increased for all residents through the provision of facilities that promote safe walking, biking, transit, automobile, ride share, and bike share.	Consistent	
Design embraces the principles of walkable development.	Consistent	
Reliable & Accessible Utility Services		

Wastewater treatment (service and capacity) adequately serves existing and future development	Consistent	
A compact service area (infill, redevelopment) maximizes the utilization of existing infrastructure and feasible service delivery.	Consistent	
Satisfying Work Opportunities (pg. 96)		
The development promotes quality job options.	Consistent	
The lives of residents are enriched with opportunities to learn, build skills, and grow professionally.	Consistent	
Welcoming & Inclusive Community		
Accessibility exceeds minimum standards of ADA, fostering residents' and visitors' sense of belonging.	N/A	
An inviting public realm (i.e., parks, public buildings) reflects the attitudes of city residents and leaders, and helps residents develop a sense of place and attachment to Hendersonville.	Consistent	
Accessible & Available Community Uses and Services (Pg. 97)		
Private development is plentiful, meeting the demands of current and future populations.	Consistent	N/A
Resilient Community		
N/A		
GUIDING PRINCIPALS (pg. 98)		
Mix of Uses (Pg. 98)		
Revitalization of Outdated Commercial Areas	Consistent	
New business and office space promotes creative hubs.	Consistent	
Compact Development (Pg. 100)		
Development is consistent with efforts in the area to establish 15-minute neighborhoods.	Consistent	
The infill project is context sensitive [Small Infill Site].	Consistent	
Sense of Place (Pg. 102)		
The development contributes to Hendersonville's character and the creation of a sense of place through its architecture and landscape elements. [Placekeeping and Placemaking and 3rd Places]	Consistent	
Conserved & Integrated Open Spaces (Pg. 106)		
A diverse range of open space elements are incorporated into the development.	Consistent	
Desirable & Affordable Housing (Pg. 108)		
Missing middle housing concepts are used in the development.	Consistent	
Connectivity (Pg. 112)		
The development encourages multimodal design solutions to enhance mobility.	Consistent	
Efficient & Accessible Infrastructure (Pg. 114)		
The development utilizes existing infrastructure	Consistent	

Ordinance #___-____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR CERTAIN PARCEL (POSSESSING PIN NUMBER: 9569-80-4629) BY CHANGING THE ZONING DESIGNATION FROM I-1 INDUSTRIAL ZONING DISTRICT TO CMU, CENTRAL MIXED USE ZONING DISTRICT

IN RE: Parcel Numbers: 9569-80-4629
Locust St Small Area Rezoning | File # 25-78-RZO

WHEREAS, the Planning Board took up this application at its regular meeting on October 9, 2025; voting 9-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on December 4, 2025, and

WHEREAS, City Council has found that this zoning map amendment is consistent with the City's comprehensive plan, and that it is reasonable and in the public interest for the reasons stated, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on December 4, 2025,

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: 9569-80-4629, by changing the zoning designation from I-1 Industrial Zoning District to CMU, Central Mixed Use Zoning District

2. Any development of this parcel shall occur in accordance with the Zoning Ordinance of the City of Hendersonville, North Carolina.

3. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 4th day of December 2025.

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

City-Initiated Rezoning Consent Form:

I, Scott & Dean Miller (owner name), formally acknowledge and consent to the rezoning of property located at 0 9th Ave & Lynn St & Maple St (street address) (PIN: 9569-80-4629). The City of Hendersonville may proceed with the rezoning of this property from I-1, Industrial Zoning District to CMU, Central Mixed Use Zoning District. I understand that the rezoning of the property is entirely voluntary and that I am not required to agree to the rezoning. I further understand the impact of the rezoning will be to change the permissible land uses of the property as well as the dimensional standards and site development standards that are applied to new construction, shifting from those outlined in Section 5-12 of the City of Hendersonville Zoning Ordinance to those outlined in Section 5-19

Address of property to be rezoned:

Street: 0 9th Ave E
City: Hendersonville
State: NC

Or:

PIN: 9569-80-4629

Property Owner Printed Name:

Scott Winfield Miller & Charles Dean Miller

Ownership Type (check appropriate box):

Individual [✓] Corporation [ ] LLC [ ] Trust [ ] Partnership [ ] Other_____

If not owned by "Individual", provide the printed name and title of person with legal authority to sign on behalf of owner below:

_____ Title:_____

Mailing Address of Property Owner: 826 Locust St Hendersonville, NC 28792

Scott Miller: X W Scott Miller Date:_____

Dean Miller: X Dean Miller Date:_____

Christine Miller: X Christine D Miller Date:_____

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY
PLANNING DIVISION

SUBMITTER:	Matthew Manley	**MEETING DATE:**	December 4, 2025
AGENDA SECTION:	Public Hearing	**DEPARTMENT:**	Community Development

TITLE OF ITEM: Zoning Text Amendment: Elimination of Waiting Period (25-80-ZTA) – *Matthew Manley, AICP – Long-Range Planning Manager*

SUGGESTED MOTION(S):

For Approval:	**For Denial:**
I move City Council **adopt** an ordinance amending the official City of Hendersonville Zoning Ordinance Article IX. 'Amendments' to align with NC General Statute based on the following: **1. The petition is found to be consistent with the Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because**: The proposed amendments aligns with the Gen H Comprehensive Plan **2. We [find] this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:** 1. The proposed changes bring the Zoning Ordinance into alignment with NC General Statute with the elimination of waiting periods for denied rezoning applications 2. The proposed changes bring the Zoning Ordinance into alignment with NC General Statute by eliminating the provisions for protest petitions **[DISCUSS & VOTE]**	I move City Council **deny** an ordinance amending the official City of Hendersonville Zoning Ordinance, Article IX. 'Amendments' to align with NC General Statute based on the following: **1. The petition is found to be consistent with the Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:** The proposed amendments aligns with the Gen H Comprehensive Plan **2. We [do not find] this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because**: 1. The proposed changes will allow for recurring rezoning request for the same property. **[DISCUSS & VOTE]**

SUMMARY: *The City of Hendersonville is initiating a zoning text amendment to update language in Article IX which addresses procedures for rezonings (zoning map amendments). The updates are based on recent changes to State Law (HB 926) which state the following: "A development regulation or unified development ordinance may not include waiting periods prohibiting a landowner, developer, or applicant from refiling a denied or withdrawn application for a zoning map amendment, text amendment, development application, or request for development approval."*

Additionally, language is proposed to be stricken as it relates to "Protest Petitions" which were prohibited by state law in 2015. More information on this is available here: https://www.sog.unc.edu/resources/legal-summaries/protest-petitions

Planning Board unanimously supported this text amendment at their meeting on November 13, 2025.

PROJECT/PETITIONER NUMBER:	25-80-ZTA
PETITIONER NAME:	City of Hendersonville
ATTACHMENTS:	1. Draft Ordinance Changes

Ordinance #

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CITY OF HENDERSONVILLE ZONING ORDINANCE, ARTICLE XI. 'AMENDMENTS' TO COMPLY WITH GENERAL STATUTE

WHEREAS, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on November 13, 2025; voting 7-0 to recommend City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance, and

WHEREAS, City Council took up this application at its regular meeting on December 4, 2025, and

WHEREAS, City Council has found that this zoning text amendment is consistent with the City's comprehensive plan, and that it is reasonable and in the public interest for the reasons stated, and

WHEREAS, General Statute (HB 926) now states that a "development regulation or unified development ordinance may not include waiting periods prohibiting a landowner, developer, or applicant from refiling a denied or withdrawn application for a zoning map amendment, text amendment, development application, or request for development approval", and

WHEREAS, General Statute abolished "protest petitions" in 2015, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on December 4, 2025,

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

SECTION 1. The City of Hendersonville Zoning Ordinance, Article XI. 'Amendments' is hereby amended as follows:

ZONING ORDINANCE

ARTICLE XI. AMENDMENTS

***

Sec. 11-2. Application.

~~a)~~ An application for any amendment shall contain a description and/or statement of the present and proposed zoning regulation or district boundary to be applied, the names and addresses of the owner or owners of the lot in question, the use of each adjacent property and such other information as shall be requested by the planning director. Such application shall be filed not less than 30 days prior to the planning board's meeting at which the application is to be considered.

~~b) No application for any change in the zoning regulations applicable to the same property or any part thereof shall be filed until the expiration of one year from the date of final determination by city council. Provided, however, the one-year waiting period shall not be applicable to the rezoning of all~~

~~or any part of property previously considered by city council where the new application requests assignment of a different zoning district classification.~~

***

Sec. 11-5. Action by the city council

***

~~**11-5-3 Protest petitions.**~~

~~**11-5-3.1 Effect.** In case of a qualified protest against a zoning map amendment, that amendment shall not become effective except by favorable vote of three-fourths of all members of the city council. The foregoing provisions concerning protests shall not be applicable to any amendment which initially zones property added to the territorial coverage of the ordinance as a result of annexation.~~

~~To qualify as a protest against a zoning map amendment, the petition must be signed by the owners of either 20 percent or more of the area included in the proposed change or five percent of a 100-foot wide buffer extending along the entire boundary of each discrete or separate area proposed to be rezoned. A street right-of-way shall not be considered in computing the 100-foot buffer area as long as that street right-of-way is 100 feet wide or less. When less than an entire parcel of land is subject to the proposed zoning map amendment, the 100-foot buffer shall be measured from the property line of that parcel. In the absence of evidence to that contrary, the city may rely on the county tax listing to determine the "owners" of potentially qualifying areas.~~

~~**11-5-3.2 Petition form and requirements.** No protest against any change in, or amendment to the zoning map shall be valid or effective for the purposes of this section unless it be in the form of a written petition actually bearing the signatures of the requisite number of property owners and stating that the signers do protest the proposed change or amendment, and unless it shall have been received by the city clerk in sufficient time to allow the city at least two normal work days, excluding Saturdays, Sundays and legal holidays, before the date established for a public hearing on the proposed change or amendment to determine the sufficiency and accuracy of the petition. In addition to the proper owner signatures, a protest petition shall identify each property owner signing the petition by address and by parcel qualifying the property owner to protest. Identification of qualifying parcel shall be by Henderson County Land Records map and parcel identification number. A person who has signed a protest petition may withdraw their name from the petition at any time prior to the vote on the proposed zoning amendment. Only those protest petitions that meet the qualifying standards set forth in this section at the time of the vote on the zoning amendment shall trigger the supermajority voting requirement.~~

11-5-43 Property owner consent under certain circumstances.

Amendments, modifications, supplements, repeal or other changes in zoning regulations and restrictions and zone boundaries shall not be applicable or enforceable without the consent of the owner with regard to lots for which building permits have been issued pursuant to G.S. 160D-403 and G.S. 160D-1110 prior to the enactment of the ordinance making the change or changes so long as the permits remain valid and unexpired pursuant to G.S. 160D-403(c) and G.S. 160D-1111, and unrevoked pursuant to G.S. 160D-403(f) and G.S. 160D-1115.

***

SECTION 2. If any provision of this ordinance or its application is held invalid, the invalidity does not affect other provisions or applications of this ordinance that can be given effect without the invalid provisions or application, and to this end the provisions of this ordinance are severable.

SECTION 3. It is the intention of the City Council and it is hereby ordained, that the provisions of this ordinance shall become and be made part of the Code of Ordinances, City of Hendersonville, North Carolina, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 4. This Ordinance shall be effective upon its adoption.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of December, 2025.

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
PLANNING DIVISION

SUBMITTER:	Matthew Manley	**MEETING DATE:**	December 4, 2025
AGENDA SECTION:	Public Hearing	**DEPARTMENT:**	Community Development

TITLE OF ITEM: Zoning Text Amendment: C-4 Upzoning Update (25-76-ZTA) – *Matthew Manley, AICP – Long-Range Planning Manager*

SUGGESTED MOTION(S):

For Approval:	**For Denial:**
I move City Council **adopt** an ordinance amending the official City of Hendersonville Zoning Ordinance Article V. – 'Zoning District Classifications' and Article XVI. 'Supplementary Standards' to update the C-4, Neighborhood Commercial Zoning District based on the following: **1. The petition is found to be consistent with the Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because**: The proposed amendments aligns with the Gen H Comprehensive Plan Future Land Use Map & Guiding Principles **2. We [find] this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:** 1. The proposed amendment creates an opportunity to accommodate neighborhood commercial infill development 2. The proposed amendment allows for greater utilization of existing infrastructure 3. The proposed amendment increases opportunities for additional housing in key locations in the city **[DISCUSS & VOTE]**	I move City Council **deny** an ordinance amending the official City of Hendersonville Zoning Ordinance, Article V. – 'Zoning District Classifications' and Article XVI. 'Supplementary Standards' to update the C-4, Neighborhood Commercial Zoning District based on the following: **1. The petition is found to be consistent with the Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:** The proposed amendments aligns with the Gen H Comprehensive Plan Future Land Use Map & Guiding Principles **2. We [do not find] this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because**: 1. The proposed amendment would allow for incompatible rezonings from residential to neighborhood commercial 2. The proposed amendment includes permitted land uses that are not compatible with neighborhood commercial zoning. **[DISCUSS & VOTE]**

SUMMARY: *The City of Hendersonville has initiated a zoning text amendment to modify the uses and the dimensional standards of the C-4, Neighborhood Commercial Zoning District. The proposed updates to this zoning district are precipitated by changes to state law, specifically the 'downzoning' law which went into effect late last year. This law eliminated the City's authority to rezone property at its discretion. It requires property owner consent for any rezoning that would be deemed a "downzoning" according to the definition provided in the law. More information on this law and its impact on City zoning authority can be found here: https://canons.sog.unc.edu/2024/12/limits-on-down-zoning/*

While it may seem logical and intuitive that rezoning from residential to neighborhood commercial would be an 'upzoning', it is not according to the State's definition of 'downzoning'. Therefore, to ensure that rezoning from residential to neighborhood commercial is an upzoning, all uses allowed under the City's residential zoning districts must also be allowed in C-4. Similarly, the dimensional standards may not be more restrictive in C-4 than in a residential district in order to avoid a downzoning.

Staff is proposing to add 4 new permitted uses and 4 new special uses to C-4 that are currently allowed in the City's Residential Zoning Districts. Additionally, staff proposes to move 4 currently permitted uses to special uses under C-4 and to add minor setback requirements under the Supplementary Standards for these uses. Dimensional standards are proposed to be reduced to align with R-6, the City's least restrictive residential zoning district.

Planning Board unanimously supported the proposal at their meeting on November 13, 2025. Staff made one adjustment based on legal review. Four uses (Gas/Convenience Store, Coin Laundry, Service Stations, & Car Washes) that the Planning Board proposed to be moved from the list of Permitted Uses to the list of Special Uses have been kept on the list of Permitted Uses but they will have the proposed additional Supplementary Standards addressing side and rear setbacks when adjacent to residential uses – which accomplishes the same goal as intended by the Planning Board recommendation.

PROJECT/PETITIONER NUMBER:	25-76-ZTA
PETITIONER NAME:	City of Hendersonville
ATTACHMENTS:	1. Staff Report 2. Planning Board Summary 3. Draft Ordinance Changes 4. Zoning District Comparison 5. Comprehensive Plan Consistency & Evaluation

ZONING TEXT AMENDMENT:
C-4 UPZONING UPDATES (25-55-ZTA)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT
STAFF REPORT

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PROJECT SUMMARY

- Project Name & Case #:
  - C-4 Upzoning Updates
  - 25-76-ZTA
- Applicant:
  - City of Hendersonville
- Articles Amended:
  - Zoning Ordinance
    - Article V
      - Section 5-9
    - Article XVI
- Zoning Districts Impacted:
  - C-4, Neighborhood Commercial
- Relevant Future Land Use Designations:
  - Neighborhood Center

Summary

The City of Hendersonville has initiated a zoning text amendment to modify the uses and the dimensional standards of the C-4, Neighborhood Commercial Zoning District. The proposed updates to this zoning district are precipitated by changes to state law, specifically the 'downzoning' law which went into effect late last year. This law eliminated the City's authority to rezone property at its discretion. It requires property owner consent for any rezoning that would be deemed a "downzoning" according to the definition provided in the law.

While it may seem logical that rezoning from residential to neighborhood commercial would be an 'upzoning', according to the State's definition it is not. Therefore, to ensure that rezoning from residential to neighborhood commercial is an upzoning, all uses allowed under the City's residential zoning districts must also be allowed in C-4. Similarly, the dimensional standards may not be more restrictive in C-4 than in a residential district in order to avoid a downzoning.

Staff is proposing to add 4 new permitted uses and 4 new special uses to C-4. Additionally, staff proposes to move 4 permitted uses to special uses and add minor setback Supplementary Standards for these uses. Dimensional standards are also proposed to be reduced to align with R-6.

AMENDMENT OVERVIEW - AMMENDMENT ANALYSIS

The proposed changes to C-4 can be categorized in three ways.

1) **Addition of any/all Permitted Uses and Special Uses that are currently allowed in each of the City's Residential Zoning Districts to the list of Permitted Uses and Special Uses allowed under C-4, Neighborhood Commercial Zoning District.**

   There are a total 4 new permitted uses proposed to be added (Agriculture, Camps, Childcare Homes, & Neighborhood Community Centers). These are the only 4 permitted uses found in the City's Residential Zoning Districts (R-40, R-20, R-15, R-10, & R-6) that are not currently allowed in C-4. Similarly, the text amendment proposes to add 4 new Special Uses that are currently allowed in residential zoning districts but not in C-4.

   As you may note, some of these proposed uses seem more logical than others to include in the C-4 Zoning District. It is important to keep in mind that the intent of this amendment is to ensure upzonings are achieved based on the letter of the law; as opposed to a typical analysis of permitted land uses and how they relate to zoning district regulations.

   It is also really important to note that 5 new permitted uses were added to C-4 in May of 2025, after the 'downzoning' law was passed. Those new uses were two-family, three-family, four-family, and small-scale multi-family residential. This brings the total number of new permitted uses to 9 in C-4 and thus further removes any doubt of a downzoning.

2) **Reductions in setbacks and minimum lot size.**

   Another requirement of a downzoning is that minimum dimensional requirements cannot be more stringent under the new zoning district than they were under the previous zoning district. This is based on an interpretation of state law that says "density" cannot be reduced as a result of map and text amendments. As such, staff is proposing to adjust the setbacks to match those of R-6, the City's least restrictive residential zoning district.

3) **Make adjustments to ensure compatibility.**

   One concern staff heard was that with the reduction in setbacks, neighboring residential uses could be negatively impacted by some commercial activity. As such, staff identified those uses that were most likely to strain compatibility with residential uses and is proposing to recategorize 4 currently Permitted Uses, making them Special Uses. As a Special Use, the proposed use would have to go before the Board of Adjustment to illustrate they are compliant with Supplementary Standards found in Article XVI. The supplementary standards that staff offers for these 4 uses are that they would be required to add 10' to side and rear setbacks when the use is located within 100' of a residential area. These additional setback requirements would match the current setback requirements and those would not be a downzoning for those uses.

COMMITTEE RECOMMENDATION

The proposed amendment was reviewed by the Legislative / Long-Range Planning Committee on October 29th. During the 1+ hour long discussion, the committee was given a significant amount of background on the rationale for the proposed changes as it relates to the 'downzoning' law, the idea that residential to commercial should be an 'upzoning', and why addressing C-4 is important to the City's vision and avoiding 'spot zoning' concerns. The committee provided excellent feedback that resulted in a modified proposal that balances the City's need to make adjustments due to the changes in state law while also protecting residential land uses and protecting existing C-4 property owners.

PROPOSED TEXT REVISIONS

The following revisions to the zoning code are presented for your consideration. The following language in ~~red~~ will be removed and language in green will be added to the current zoning district language, shown in black, as illustrated below. Adjustments to the numbering in Article XVI is not included but is available in the draft ordinance. Additionally, to get additional information on the Supplementary Standards required for each of the Special Uses, please refer to the text provided in the draft ordinance:

ZONING ORDINANCE

ARTICLE V. ZONING DISTRICT CLASSIFICATIONS

Section 5-9 C-4, Neighborhood Commercial Zoning District

5-9-1. Permitted uses.

The following uses are permitted by right in the C-4 Neighborhood Commercial Zoning District Classification, provided they meet all requirements of this Section and all other requirements established in this appendix:

Accessory dwelling units subject to supplementary standards contained in section 16-4, below

Accessory uses and structures

Agriculture

Camps

Childcare Homes

3 of 4 new "Permitted Uses" added from Residential Districts

Dry cleaning and laundry establishment containing less than 2.000 square feet of floor area

Garage apartments

Home occupations

4 of 4 new "Permitted Uses" added from Residential Districts

Neighborhood Community Centers

Parks

Planned residential developments (minor), subject to the requirements of article VII, below

Residential dwellings, single-family

Residential dwellings, two-family

Residential dwellings, three-family

Residential dwellings, four-family

Residential dwellings, small-scale multi-family subject to supplementary standards contained in section 16-4, below

5 new "Permitted Uses" added in May 2025

Signs, subject to the provisions of article XIII

Telecommunications antennas, subject to supplementary standards contained in section 16-4, below

The following uses are permitted by right in the C-4 Neighborhood Commercial Zoning District Classification, provided they meet all requirements of this Section and all other requirements established in this appendix and have no more than 10,000 gross square feet of floor area, including all proposed phases of development or redevelopment. Expansions of any of the following uses which, when added to the gross floor area of the existing use, bring the total gross square footage of floor area for all existing and planned phases to more than 10,000 square feet are prohibited.

Adult care centers registered with the NC Department of Health and Human Services (DHSS)

~~Automobile car washes so long as no attendants are employed on the premises~~

Banks and other financial institutions

Business services

~~Convenience stores with or without gasoline sales~~

Dance and fitness facilities

~~Laundries, coin-operated~~

Music and art studios

Offices, business, professional and public

Personal services

Religious institutions

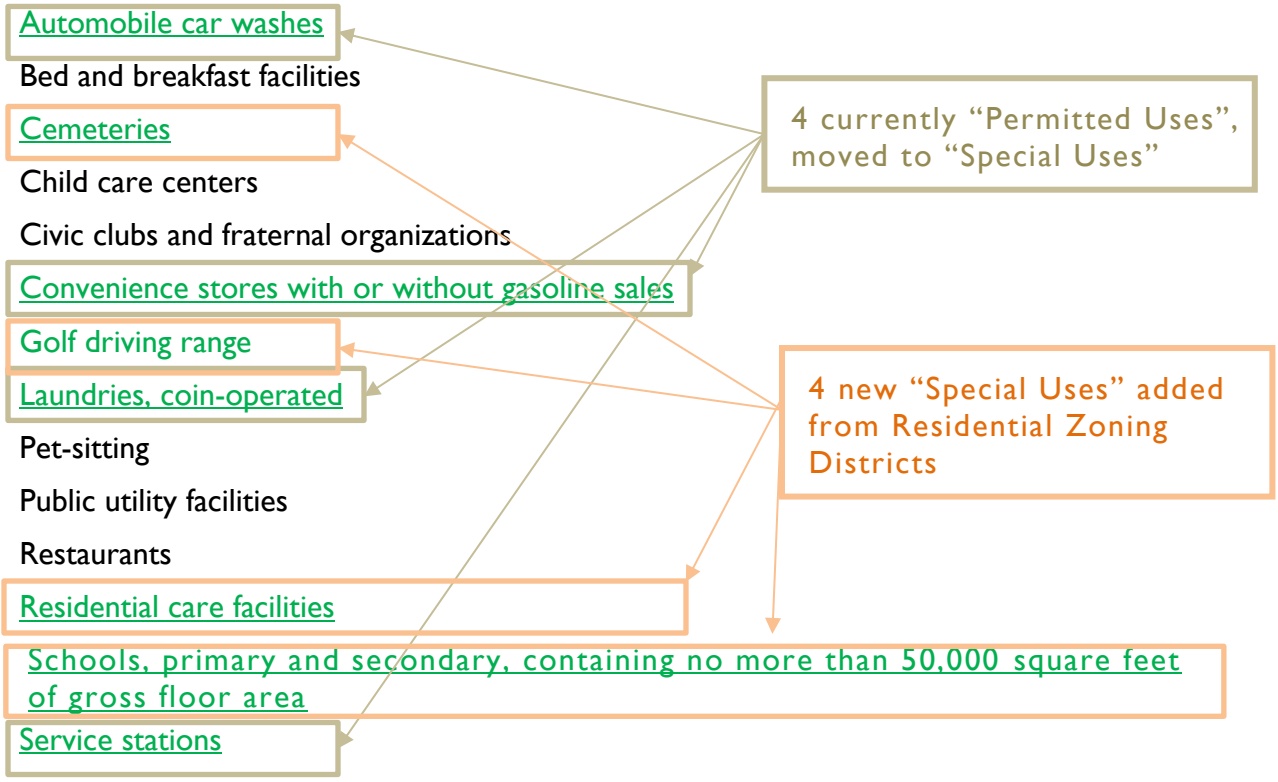
Retail stores customarily serving neighborhoods and designed to serve a neighborhood

~~Service stations~~

4 currently "Permitted Uses", moved to "Special Uses"

5-9-2. Special uses.

The following uses shall be permitted in the C-4 Neighborhood Commercial Zoning District Classification only upon issuance of a Special Use pursuant to article X and shall be subject to special use requirements contained in section 16-4, below:



5-9-3. Dimensional requirements.

Minimum lot area in square feet:	~~8,000~~ 6,000
Lot area per dwelling unit in square feet:	N/A
Minimum lot width at building line in feet:	None
Minimum yard requirements in feet:	Front: ~~10~~ 8 Any portion of a building envelope featuring a front-facing garage shall be setback a minimum of 25 feet
	Side: ~~15~~ 5
	Rear: ~~20~~ 10
Accessory structures	Front: Located to side or rear of principal structure.
	Side: 5
	Rear: 5
Maximum Height in feet	35

ARTICLE XVI. SUPPLEMENTARY STANDARDS FOR CERTAIN USES

***

Sec. 16-4. Standards.

***

16-4-5 Automobile car washes

a) If located adjacent to a single-family or two-family residential use, setbacks along adjacent side and/or rear property lines will be increased by an additional 10'
b) No attendants shall be employed on the premises

***

16-4-12 Convenience stores with or without gasoline sales

c) If located adjacent to a single-family or two-family residential use, setbacks along adjacent side and/or rear property lines will be increased by an additional 10'

***

16-4-17 Laundries, coin-operated

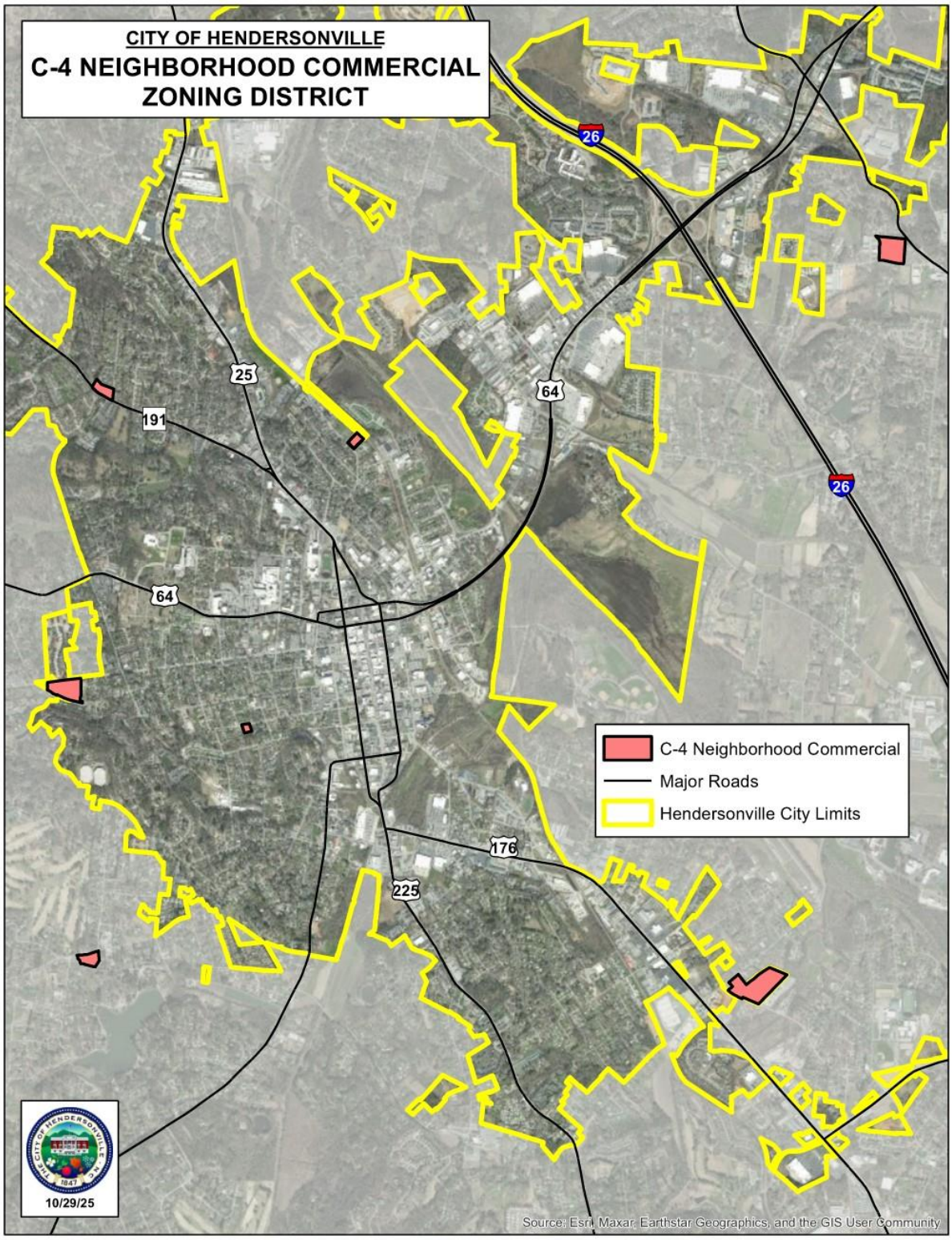
d) If located adjacent to a single-family or two-family residential use, setbacks along adjacent side and/or rear property lines will be increased by an additional 10'

***

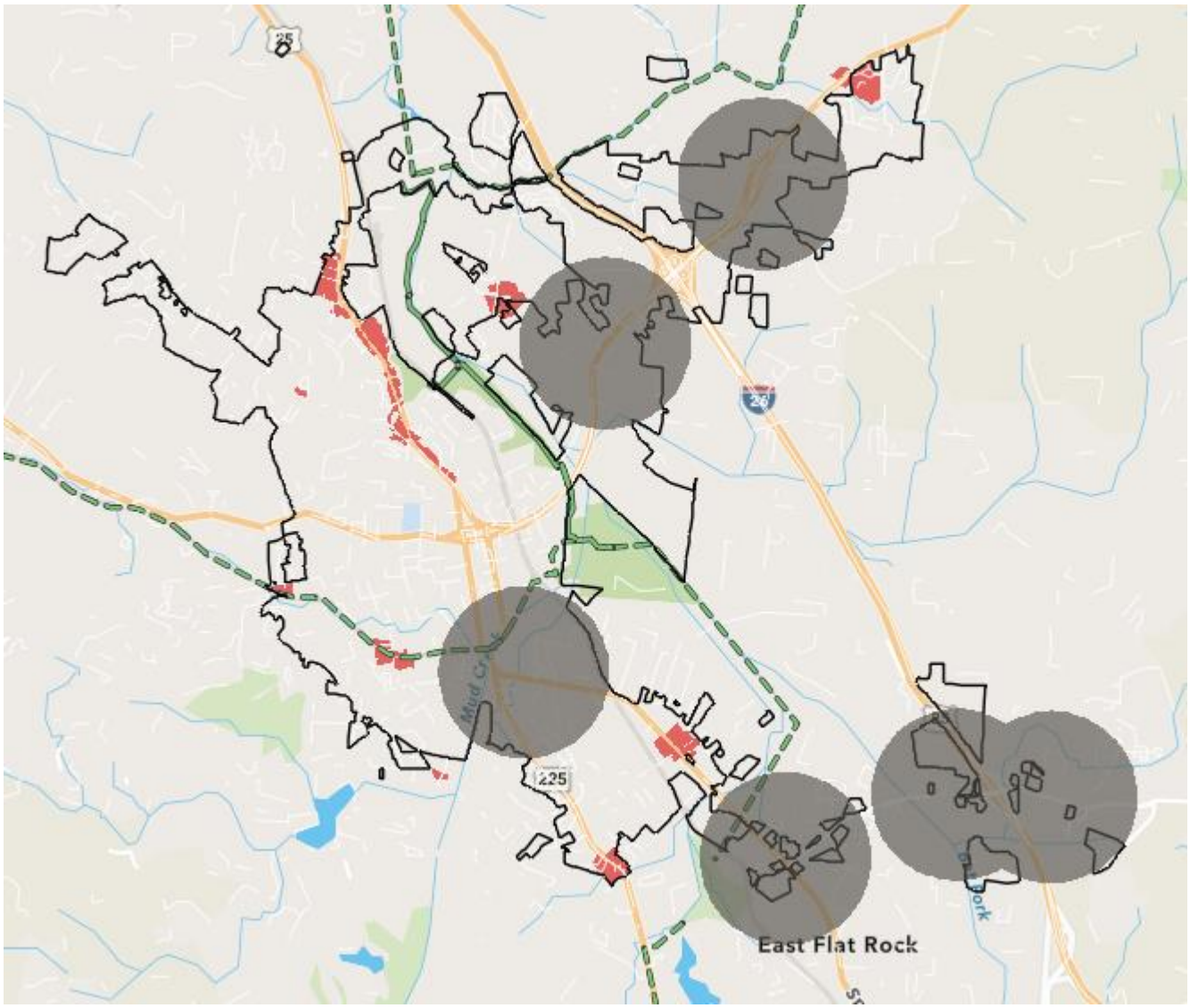
16-4-31 Service Stations

e) If located adjacent to a single-family or two-family residential use, setbacks along adjacent side and/or rear property lines will be increased by an additional 10'

ZONING MAP – C-4 ZONING DISTRICTS



GEN H COMPREHENSIVE PLAN – NEIGHBORHOOD CENTER CHARACTER AREA



AMENDMENT STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS: COMPREHENSIVE PLAN CONSISTENCY	
1) COMPREHENSIVE PLAN CONSISTENCY	**LAND SUPPLY, SUITABILITY & INTENSITY** **Supply:** N/A **Suitability:** N/A **Intensity:** N/A
	FUTURE LAND USE & CONSERVATION MAP **Character Area Designations:** Neighborhood Center **Character Area Descriptions:** Consistent **Zoning Crosswalk:** Consistent **Focus Area:** N/A
2) COMPATIBILITY	***Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property***
	Existing Conditions: Under current state statute, rezonings from the City's residential zoning districts to neighborhood commercial zoning district would be a downzoning.
	GEN H COMPREHENSIVE PLAN GOALS (Chapter IV) **Vibrant Neighborhoods**: Consistent **Abundant Housing Choices**: Consistent **Healthy & Accessible Natural Environment**: Somewhat Consistent **Authentic Community Character**: Consistent **Safe Streets and Trails**: Consistent **Reliable & Accessible Utility Services**: Consistent **Satisfying Work Opportunities**: Consistent **Welcoming & Inclusive Community**: Consistent **Accessible & Available Community Uses and Services**: N/A **Resilient Community**: Consistent
	GEN H COMPREHENSIVE PLAN GUIDING PRINCIPLES (Chapter IV) **Mix of Uses:** Consistent **Compact Development:** Consistent **Sense of Place:** Consistent **Conserved & Integrated Open Spaces:** Inconsistent **Desirable & Affordable Housing**: Consistent **Connectivity**: Consistent **Efficient & Accessible Infrastructure:** Consistent
	DOWNTOWN MASTER PLAN: N/A
3) Changed Conditions	**Whether and the extent to which there are changed conditions, trends or facts that require an amendment -**
	SB382 was adopted into law with an override of the Governor's Veto in December 2024. This law revoked the City's authority to 'downzone' property without property owner consent. The law also

	broadly defined 'downzoning'. Additional information can be found here: https://canons.sog.unc.edu/2024/12/limits-on-down-zoning/
4) **Public Interest**	**Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare -**
	The proposed amendment would allow for the City to pursue implementation of the City's Gen H Plan when necessary to rezone properties to fulfill the vision for the Neighborhood Center Character Area. This Character Area aligns with the C-4 Zoning District. The C-4 Zoning District will be applied in small, constrained areas concentrated around crossroads on the periphery of residential areas. As such, the districts present important opportunities for establishing neighborhood commercial nodes, mixing uses, reducing commute times and creating new opportunities for the local economy. Because it is applied in small, concentrated areas, perceptions of spot zoning are closely tied to the introduction of C-4 in areas where it is not currently in place. Ensuring that rezoning from residential to C-4 is an upzoning can help to combat perceptions of spot zoning by allowing the City to consider a complete district rather than a single parcel rezoning request by an individual applicant.
5) **Public Facilities**	**Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment**
	The proposed text amendment would facilitate a mild intensification of commercial development in and around neighborhood edges in key locations around Hendersonville. Infill commercial development allows for greater utilization of existing infrastructure without the need for utility expansion and increased cost of maintenance.
6) **Effect on Natural Environment**	**Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife -**
	There are no known environmental impacts and no immediate development proposed.

REZONING STANDARDS ANALYSIS & CONDITIONS

Staff Analysis

1. Comprehensive Plan Consistency - Staff finds the proposed text amendment to be consistent with the *Gen H Comprehensive Plan* Character Area designation.
2. Compatibility - The proposed text amendment is compatible with existing development patterns and uses in C-4 and aligns with Gen H Goals & Guiding Principles.
3. Changed Conditions - The text amendment is a response to changes in state law.
4. Public Interest – The revisions improve opportunities to implement the Neighborhood Center Character Area as established in the Gen H Comp Plan and to utilize C-4 as a tool that can provide a range of local benefits.
5. Public Facilities – The proposal allows for greater utilization of existing infrastructure.
6. Effect on Natural Environment – None.

DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT

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

The proposed text amendment aligns with the Gen H Comprehensive Plan Future Land Use Map and Guiding Principles

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

DRAFT [Rationale for Approval]

- *The proposed amendment creates an opportunity to accommodate neighborhood commercial infill development*
- *The proposed amendment allows for greater utilization of existing infrastructure*
- *The proposed amendment increases opportunities for additional housing in key locations in the city*

DRAFT [Rational for Denial]

- *The proposed amendment would allow for incompatible rezonings from residential to neighborhood commercial*
- *The proposed amendment includes permitted land uses that are not compatible with neighborhood commercial zoning.*

PLANNING BOARD RECOMMENDATION

PROJECT#: 25-76-ZTA

MEETING DATE: November 13, 2025

PETITION REQUEST: C-4 Upzoning Update (25-76-ZTA)

APPLICANT/PETITIONER: City of Hendersonville (Applicant)

PLANNING BOARD ACTION SUMMARY:

Staff gave a 20-minute presentation on the requested zoning text amendment covering information related to guidance from the Gen H Comprehensive Plan as well as reviewing the criteria for considering a text amendment. The Planning Board asked questions pertaining to the application of buffers in C-4. In total Planning Board considered this item for 36 minutes.

PUBLIC COMMENT:

Lynne Williams, Chadwick Ave – raised concerns about impacts to natural features, the negative impacts from neighboring permitted uses such as pet-sitting, and expansion of C-4 uses.

Dianna Justice, Saddlebrook – incorrectly spoke on this agenda item and chose to reserve comments.

Ken Fitch, 1046 Patton St – Asked about Neighborhood Community Center, the standards around buffers and lighting, uses such as convenience stores and small-scale manufacturing (staff corrected that small-scale manufacturing is not a permitted use in C-4).

DELIBERATION:

Staff further clarified the application of setbacks and buffers as it relates to parking lots and screening when adjacent to residential uses.

After the public hearing and staff's follow up answers, the Planning Board concluded its deliberations.

MOTION:

Vice Chair, Tamara Peacock, moved that the Planning Board recommend approval providing the following:

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

The proposed amendments align with the Gen H Comprehensive Plan Future Land Use & Conservation Map and Guiding Principles

REASONABLENESS STATEMENT:
[Rationale for Approval]

1. The proposed amendment creates an opportunity to accommodate neighborhood commercial infill development

2. The proposed amendment allows for greater utilization of existing infrastructure

3. The proposed amendment increases opportunities for additional housing in key locations in the city

BOARD ACTION

- **Motion/Second**: Peacock / Flores
- **Yeas**: Waters, Russell, Johnson, McKinley, Flores, Peacock (Vice), Robertson (Chair)
- **Nays**: N/A
- **Absent**: Gilgis, Rippy, Zafra

Ordinance #

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CITY OF HENDERSONVILLE ZONING ORDINANCE, 'ARTICLE V. – ZONING DISTRICT CLASSIFICATIONS' AND 'ARTICLE XVI. SUPPLEMENTARY STANDARDS FOR CERTAIN USES' TO UPDATE C-4, NEIGHBORHOOD COMMERCIAL ZONING DISTRICT

WHEREAS, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on November 13, 2025; voting 7-0 to recommend City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance, and

WHEREAS, City Council took up this application at its regular meeting on December 4, 2025, and

WHEREAS, City Council has found that this zoning text amendment is consistent with the City's comprehensive plan, and that it is reasonable and in the public interest for the reasons stated, and

WHEREAS, General Statute now requires property owner consent for 'downzoning' properties, and

WHEREAS, the City of Hendersonville believes rezoning property from 'residential' to 'commercial' should be considered an 'upzoning', and

WHEREAS, to account for the definition of 'downzoning' found in General Statute, additional uses and adjustments to dimensional standards in the C-4 Zoning District are required to ensure rezoning property from residential to neighborhood commercial is considered an 'upzoning', and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on December 4, 2025,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville to amend City of Hendersonville Zoning Ordinance, 'Article V. – Zoning District Classifications' And 'Article XVI. Supplementary Standards For Certain Uses' to update C-4, Neighborhood Commercial Zoning District

ARTICLE V. ZONING DISTRICT CLASSIFICATIONS

Section 5-9 C-4, Neighborhood Commercial Zoning District

5-9-1. Permitted uses.

The following uses are permitted by right in the C-4 Neighborhood Commercial Zoning District Classification, provided they meet all requirements of this Section and all other requirements established in this appendix:

Accessory dwelling units subject to supplementary standards contained in section 16-4, below

Accessory uses and structures

Agriculture

Camps

Childcare Homes

Dry cleaning and laundry establishment containing less than 2.000 square feet of floor area

Garage apartments

Home occupations

Neighborhood Community Centers

Parks

Planned residential developments (minor), subject to the requirements of article VII, below

Residential dwellings, single-family

Residential dwellings, two-family

Residential dwellings, three-family

Residential dwellings, four-family

Residential dwellings, small-scale multi-family subject to supplementary standards contained in section 16-4, below

Signs, subject to the provisions of article XIII

Telecommunications antennas, subject to supplementary standards contained in section 16-4, below

The following uses are permitted by right in the C-4 Neighborhood Commercial Zoning District Classification, provided they meet all requirements of this Section and all other requirements established in this appendix and have no more than 10,000 gross square feet of floor area, including all proposed phases of development or redevelopment. Expansions of any of the following uses which, when added to the gross floor area of the existing use, bring the total gross square footage of floor area for all existing and planned phases to more than 10,000 square feet are prohibited.

Adult care centers registered with the NC Department of Health and Human Services (DHSS)

Automobile car washes so long as no attendants are employed on the premises, subject to supplementary standards contained in section 16-4, below

Banks and other financial institutions

Business services

Convenience stores with or without gasoline sales, subject to supplementary standards contained in section 16-4, below

Dance and fitness facilities

Laundries, coin-operated, subject to supplementary standards contained in section 16-4, below

Music and art studios

Offices, business, professional and public

Personal services

Religious institutions

Retail stores customarily serving neighborhoods and designed to serve a neighborhood

Service stations, subject to supplementary standards contained in section 16-4, below

5-9-2. Special uses.

The following uses shall be permitted in the C-4 Neighborhood Commercial Zoning District Classification only upon issuance of a Special Use pursuant to article X and shall be subject to special use requirements contained in section 16-4, below:

Bed and breakfast facilities

Cemeteries

Child care centers

Civic clubs and fraternal organizations

Golf driving range

Pet-sitting

Public utility facilities

Restaurants

Residential care facilities

Schools, primary and secondary, containing no more than 50,000 square feet of gross floor area

5-9-3. Dimensional requirements.

Minimum lot area in square feet:	~~8,000~~ 6,000
Lot area per dwelling unit in square feet:	N/A
Minimum lot width at building line in feet:	None
Minimum yard requirements in feet:	Front: ~~10~~ 8 Any portion of a building envelope featuring a front-facing garage shall be setback a minimum of 25 feet
	Side: ~~15~~ 5
	Rear: ~~20~~ 10
Accessory structures	Front: Located to side or rear of principal structure.
	Side: 5
	Rear: 5
Maximum Height in feet	35

ARTICLE XVI. SUPPLEMENTARY STANDARDS FOR CERTAIN USES

****

Sec. 16-4. Standards.

****

16-4-5 Automobile car washes

a) If located adjacent to a single-family or two-family residential use, setbacks along adjacent side and/or rear property lines will be increased by an additional 10’

b) No attendants shall be employed on the premises

16-4-~~5~~6 Bed and breakfast facilities.

a) The facility shall be located in a structure originally constructed as a single-family dwelling or as an inn.

b) The facility shall be limited in the number of guest rooms it contains. Bed and breakfast facilities in residential districts shall contain no more than six guest rooms. Bed and breakfast facilities in other zoning districts shall contain no more than eight guest rooms.

c) The owner of the bed and breakfast or a resident manager shall live on the premises.

d) There shall be no exterior advertising except a sign not to exceed four square feet in area in a residential district. Bed and breakfasts in other districts shall conform with the sign requirements for the district in which they are located.

e) The facility shall meet all building and fire codes, as well as all applicable requirements, including any regulations adopted under authority of the G.S.

f) There shall be a buffer strip meeting the specifications of article XV of the zoning ordinance along any property adjoining a residential use or district.

g) No cooking facilities shall be allowed in the lodging units.

h) Off-street parking meeting the requirements of section 6-5, above, shall be provided. Parking area(s) in or adjacent to residential use districts shall be screened by vegetation, fencing or walls so that vehicles are not visible from the street or from adjacent properties. The applicant shall submit a site plan which shall indicate where the parking is to be located and the manner in which it is to be screened.

16-4-~~6~~7 Bus stations.

***

16-4-~~7~~8 Cemeteries.

a) Tombstones, crypts, monuments, mausoleums, and other structures associated with cemeteries must be located at least 25 feet from any side or rear lot line which adjoins lots in a residential district and at least ten feet from any side or rear lot line which adjoins lots in nonresidential districts. In any case, they must be at least 40 feet from any street right-of-way.

b) Buildings for the maintenance, management, rent and/or sale of cemetery lots must be located at least 100 feet from any lot lines which adjoin lots in any residential district. Otherwise any such buildings must conform to the requirements for principal uses in the district where they are located.

c) Crematory services may be provided for human corpses as an accessory use within cemeteries situated on a site containing at least 30 acres, subject to the following special requirements:

1) All applicable local, state, and federal laws and regulations shall be complied with.

2) The crematory shall be enclosed within a building meeting Building and Fire Code requirements.

3) The placement of crematory facilities within property in any residential district shall be 100 feet or more from any exterior property line.

16-4-~~8~~9 Child care centers.

a) Play space must be provided in accordance with the regulations of the NC Department of Health and Human Services (DHSS). Any required outdoor play space must be fenced or otherwise enclosed on all sides and may not include driveways, parking areas or land otherwise unsuited for children's play space and may not be in the required setback.

b) Setback, yard and height requirements will be the minimum required for the district in which it is located.

c) Parking shall be provided as specified in section 6-5.

d) No outdoor play shall be permitted after sundown.

16-4-~~9~~10 Civic clubs and fraternal organizations.

a) All buildings, off-street parking and service areas will be separated by a buffer meeting the requirements of article XV from any abutting residential use or residential district.

b) The use will be located on a lot that fronts a minor or major thoroughfare and primary vehicular access will be provided by means of such minor or major thoroughfare.

16-4-~~10~~11 Congregate care facilities.

***

16-4-12 Convenience stores with or without gasoline sales

a) If located adjacent to a single-family or two-family residential use, setbacks along adjacent side and/or rear property lines will be increased by an additional 10’

16-4-~~11~~13 Cultural arts buildings.

***

16-4-~~12~~14 Day center.

***

16-4-~~13~~15 Food pantries.

***

16-4-~~14~~16 Golf driving ranges.

a) Lighting, if any, shall be designed and installed so that it is directed away from the roadway and adjacent residentially-zoned or used properties and does not interfere with the safe use of public rights-of-way.

b) Adequate assurance shall be provided, by means of separation, fencing or other means, that the operation of such facility shall not constitute a danger to person or property.

c) Total signage on the property shall not exceed 32 square feet. One freestanding sign may be installed provided it does not exceed eight feet in height. Signs shall not be illuminated except by means of one light bulb per sign face not exceeding 150 watts.

16-4-17 Laundries, coin-operated

a) If located adjacent to a single-family or two-family residential use, setbacks along adjacent side and/or rear property lines will be increased by an additional 10'

16-4-~~15~~18 Microbreweries, micro-distilleries, micro-cideries, and micro-wineries.

***

16-4-~~16~~19 Mini-warehouses.

***

16-4-~~17~~20 Mobile food vendor.

***

16-4-~~18~~21 Nursing homes.

***

16-4-~~19~~22 Pet-sitting.

a) No person other than members of the family residing on the premises shall be engaged in pet-sitting.

b) There shall be no change in the outside appearance of the building or premises, or other visible evidence of pet-sitting other than one sign, not exceeding four square feet in area, non-illuminated.

c) At no time are animals permitted to be outdoors unsupervised.

d) No more than six animals total may be boarded for a fee at one time.

e) All animals must be over the age of six months.

f) No outdoor storage of materials or equipment or outdoor facilities, accessory structures, outdoor kennels, or similar devises are permitted in connection with pet-sitting.

g) Animals boarded are restricted to domestic dogs and/or cats.

h) Facilities shall be kept clean, sanitary, and free from accumulations of animal waste.

i) Pet-sitting facilities are subject to all applicable city ordinances including, but not limited to, the noise control ordinance.

j) Facilities shall be operated in compliance with regulation adopted pursuant to the Animal Welfare Act, G.S. 19A-20, et seq., as it may be amended from time to time.

k) No pet-sitting facility shall be operated without all necessary licensure, certification or other form of permission from the state and any other governmental agency with jurisdiction over its operation. Loss of such permission shall be grounds for revocation of any conditional use or zoning compliance permit authorizing pet-sitting.

~~**16-4-20 Reserved.**~~

16-4-~~21~~23 Progressive care facilities.

***

16-4-~~22~~24 Public utility facilities.

a) Lots must conform to minimum setback and yard requirements of the district in which they are located. Unstaffed utility structures with internal floor space of less than 600 square feet are exempted from the minimum lot size requirement.

b) Electric and gas substations and sewage treatment plants will be separated by a ten-foot B type buffer meeting the specifications of article XV from the street and any abutting residential use or any property located in a residential zoning district.

c) Control houses, pump and lift stations, and other similar uses shall be screened from the street and any abutting residential use or any property located in a residential zoning district.

d) A fence not easily climbable or comparable safety devices must be installed and maintained in order to deter access to the facility.

e) The design of buildings, structures and facilities on a site should conform as closely as possible to the character of the area or neighborhood.

f) The facility's lighting shall be shielded to prevent light and glare spill-over on to any adjacent residential properties, if such exist.

g) The board of adjustment may give relief from these requirements so long as public safety and neighborhood compatibility are protected, if strict adherence would constitute a hardship or is unnecessary.

16-4-~~23~~25 Residential care facilities.

a) The facility shall be situated in an existing residential structure. This structure may be expanded or altered so long as the facility remains residential in scale and appearance.

b) One off-street parking space shall be provided for each six beds in the facility. Such off-street parking shall be screened so that it is not readily visible from the street or from adjoining residential uses.

c) The facility may have one sign not exceeding four square feet in area. Such sign shall not be illuminated.

d) The facility shall not exceed two stories in height.

e) The facility shall propose, install and maintain landscaping which will assist in giving it a residential appearance.

f) The facility shall propose, develop and maintain common open space for the use of its residents, which shall amount to not less than 15 percent of the site.

g) Lighting for the facility shall be designed and installed so that it is directed away from the roadway and any adjacent properties.

h) Density for residential care facilities shall not exceed 26 persons per acre.

i) No traffic shall be generated by such facility in greater volumes than would normally be expected in a residential neighborhood.

16-4-~~24~~26 Residential dwellings, multi-family.

***

16-4-27 Residential dwellings, small-scale multi-family.

a) For the purposes of these standards, small-scale multi-family shall include all developments not subject to the N.C. Residential Code for One- and Two-Family Dwellings including triplexes, quadplexes, and other small apartment buildings. Any of the architectural design standards below may be implemented voluntarily for single-family attached (townhomes) and multiple detached units on a single parcel (detached multi-family) constructed subject to N.C. Residential Code for One- and Two-Family Dwellings.
b) Maximum height for any structure shall be 42 feet.
c) Maximum footprint for any principal structure shall be 4,000 square feet.
d) All street-facing sides of a corner lot are considered fronts.
e) Building placement.
a. Buildings shall be situated as close to the minimum front setback as practicable.
b. Buildings shall be situated to provide off-street parking to the rear and/or side of the building(s).
c. Buildings shall be situated to protect and accentuate important mountain vistas and views of significant historic sites.
d. Buildings shall be situated to provide well-defined, street-facing entrance(s) with a connecting walkway with a direct, safe, pedestrian connection to the street.
i. For buildings on corner lots, an entrance may be placed at the corner, thereby eliminating the need for side entrances.
e. Buildings shall offset front-loading garages and carports, if provided, behind the front façade by a minimum of 10 feet.
i. Front-loading garages and carports shall be visually designed to form a secondary building volume.
ii. The width of an attached garage shall not exceed 50 percent of the total building façade.
f. Canopies, awnings, cornices, balconies, front-facing covered porches and stoops and similar architectural accents are permitted to extend from the building up to five feet into a required minimum setback and/or required common open space.
f) Architectural design standards.
a. The following standards apply to all facades (front, rear and side) of buildings:
i. No wall shall exceed 16 feet in length without an offset. A building façade which is less than 16 feet in length shall not require an offset.
ii. Offsets shall have a minimum depth or projection of one and one-half feet.

iii. Each façade shall use fenestration and do so in a manner which is proportional to the overall scale of the building.
iv. All building facades shall contain at least two building materials which shall contrast in

color and texture.
v. When multiple wall materials are combined on one façade, the designer is encouraged to place the heavier material(s) below.
vi. Building materials shall be used consistently on the exterior of the building. The following building materials are prohibited for exterior façade application:
1) Plain concrete block (with or without paint);
2) Reflective glass;
3) More than 50 percent glass on any façade;
4) Vinyl siding; and
5) Any other materials not customarily used in conventional construction.
vii. Exposed foundations shall consist of stone, stucco, brick or decorative block. If crawlspaces of porches are enclosed, they shall be enclosed with similar materials or lattice or any combination thereof.
viii. Windows. Windows shall either be (1) recessed a minimum of three inches from the façade, or (2) trimmed. If trim is used, it shall be a minimum of four inches (nominal) in width and shall project beyond the façade.
b. The following standards apply to all street-facing facades (fronts) of buildings:
i. Detailed design shall be provided by using at least two of the following architectural features on all elevations.
i. Dormers.
ii. Gables.
iii. Recessed entries.
iv. Cupolas or towers.
v. Pillars, columns or posts.
vi. Corbels.
vii. Bay windows.
viii. Balconies.
ix. Decorative patterns on exterior finish (e.g., scales/shingles, wainscoting, ornamentation).
x. Parapets/Decorative cornices and roof lines (required for buildings with flat roofs).
xi. Wood siding with two and one-half inch to four and one-half inch reveal.
c. Pitched roofs on residential buildings shall have a pitch between 5:12 and 12:12. Eaves (with a minimum 12-inch projection) shall be provided with a pitched roof.
d. Useable porches and/or stoops, at least eight feet in width and six feet in depth, shall be located on the front and/or side of the home. Porches and stoops may encroach into front setback up to five feet.
e. Accessory buildings with a floor area greater than 150 square feet shall be clad in materials similar in appearance to the principal structure and with similar roof pitch.
f. Walls and fences located in the front yard shall be no more than four feet above grade. The use of chain link fencing is prohibited in front yards. For corner lots, both street-facing sides shall be considered fronts. Rear yard and side yard fences are not subject to these standards.
g) On-street parking. On-street parking is encouraged for all local streets and thoroughfares.
a. On-street parking abutting the development parcel shall count toward meeting the off-street parking requirements for the district.
b. On-street parking may take the form of parallel or angle parking and shall be built according to city or state standards as applicable in order to count towards minimum parking requirements.

h) Off-street parking.
a. All off-street parking lots shall be provided at the side or rear of buildings or the interior of a block of buildings and not closer to the street than the edge profile of the structures.
b. Off-street parking shall not be adjacent to street intersections.

16-4-~~25~~28 Rest homes.

***

16-4-~~26~~29 Restaurants.

a) The use must be located on, and have primary access from, a major or minor thoroughfare.
b) All outside storage areas including dumpsters must be:
1) Sited to the rear of the building;
2) In compliance with the setback requirements for the zoning district classification within which it is located; and
3) Made unnoticeable from both residential adjacent properties and public rights-of-way through installation of screening meeting the specifications of article XV.
c) The use shall be limited to no more than 40 seats.
d) Permissible hours of operation shall be limited to the hours between 7:00 a.m. and 11:00 p.m.

16-4-~~27~~30 Schools, primary and secondary.

a) The following standards shall be used to govern the establishment or development of new public and private schools:
1) No structure or parking shall be placed within 50 feet of a property line.
2) Off-street parking meeting the requirements of section 6-5 shall be provided.
3) The use will be on a lot which may be accessed by means of a collector, minor thoroughfare or major thoroughfare for elementary schools and junior high schools, and by means of a minor thoroughfare or major thoroughfare for senior high schools; provided, however, the board of adjustment may waive this requirement to accommodate a public need so long as traffic shall not be increased on residential streets to an unacceptable level.
b) The foregoing standards shall serve as guidelines for the expansion or redevelopment of existing schools; however, the board of adjustment shall waive any such guidelines when their application would constitute a hardship.

16-4-31 Service Stations

a) If located adjacent to a single-family or two-family residential use, setbacks along adjacent side and/or rear property lines will be increased by an additional 10’

16-4-~~28~~32 Shelter facilities.

16-4-33 Small-scale manufacturing.

a) The front of the building at street level shall remain open and visible from the sidewalk with a view of the activities inside; and
b) A showroom, display area, or sales area shall be provided.
c) Outdoor storage of goods and materials shall not be permitted in zoning district classifications C-1, CMU, GHMU, HMU and CHMU.

d) Outdoor storage of goods and materials shall not exceed 25 percent of the total footprint of all buildings on the property in zoning district classifications C-2 and C-3.
e) Newly constructed shipping and receiving facilities shall be designed such that they are internal to the site, in service alleys or at the back of the building.
f) Shipping and receiving needs shall not exceed the equivalent of one FHWA Class 8 truck per week.
g) Reuse of an existing building shall not exceed 20,000 square feet of building floor space.
h) New construction shall not exceed 10,000 square feet of building floor space.

***

16-4-~~29~~33 Telecommunications towers and antennas.

***

16-4-~~29~~33.1 Application requirements

***

16-4-~~29~~33.2 Standards for siting telecommunications antennas and wireless facilities

***

16-4-~~29~~33.3 Basic standards for siting telecommunications tower

***

16-4-~~29~~33.4 Additional standards for siting telecommunications towers pursuant to conditional zoning districts.

***

16-4-~~29~~33.5 Annual report.

***

16-4-~~29~~33.6 Violations.

~~**16-4-30 Small scale manufacturing.**~~
~~a) The front of the building at street level shall remain open and visible from the sidewalk with a view of the activities inside; and~~
~~b) A showroom, display area, or sales area shall be provided.~~
~~c) Outdoor storage of goods and materials shall not be permitted in zoning district classifications C-1, CMU, GHMU, HMU and CHMU.~~
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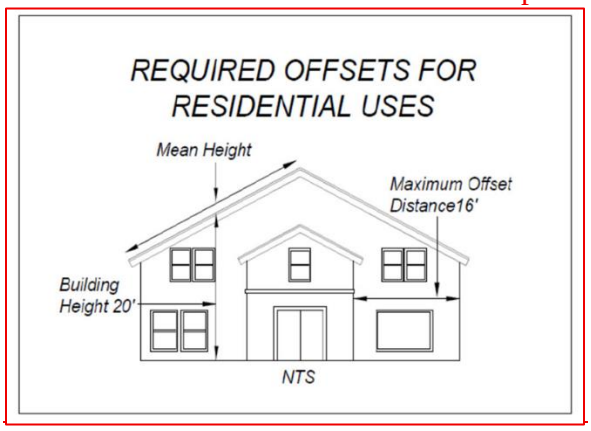
~~e) Newly constructed shipping and receiving facilities shall be designed such that they are internal to the site, in service alleys or at the back of the building.~~
~~f) Shipping and receiving needs shall not exceed the equivalent of one FHWA Class 8 truck per week.~~
~~g) Reuse of an existing building shall not exceed 20,000 square feet of building floor space.~~
~~h) New construction shall not exceed 10,000 square feet of building floor space.~~

~~**16-4-31 Residential dwellings, small-scale multi-family.**~~
~~a) For the purposes of these standards, small-scale multi-family shall include all developments not subject to the N.C. Residential Code for One- and Two-Family Dwellings including triplexes, quadplexes, and other small apartment buildings. Any of the architectural design standards below may be implemented voluntarily for single-family attached (townhomes) and multiple detached units on a single parcel (detached multi-family) constructed subject to~~

~~N.C. Residential Code for One- and Two-Family Dwellings.~~
~~b) Maximum height for any structure shall be 42 feet.~~
~~c) Maximum footprint for any principal structure shall be 4,000 square feet.~~
~~d) All street-facing sides of a corner lot are considered fronts.~~
~~e) Building placement.~~
~~a. Buildings shall be situated as close to the minimum front setback as practicable.~~
~~b. Buildings shall be situated to provide off-street parking to the rear and/or side of the building(s).~~
~~c. Buildings shall be situated to protect and accentuate important mountain vistas and views of significant historic sites.~~
~~d. Buildings shall be situated to provide well-defined, street-facing entrance(s) with a connecting walkway with a direct, safe, pedestrian connection to the street.~~
~~i. For buildings on corner lots, an entrance may be placed at the corner, thereby eliminating the need for side entrances.~~
~~e. Buildings shall offset front-loading garages and carports, if provided, behind the front façade by a minimum of 10 feet.~~
~~i. Front-loading garages and carports shall be visually designed to form a secondary building volume.~~
~~ii. The width of an attached garage shall not exceed 50 percent of the total building façade.~~
~~f. Canopies, awnings, cornices, balconies, front-facing covered porches and stoops and similar architectural accents are permitted to extend from the building up to five feet into a required minimum setback and/or required common open space.~~
~~f) Architectural design standards.~~
~~a. The following standards apply to all facades (front, rear and side) of buildings:~~
~~i. No wall shall exceed 16 feet in length without an offset. A building façade which is less than 16 feet in length shall not require an offset.~~
~~ii. Offsets shall have a minimum depth or projection of one and one-half feet.~~



~~iii. Each façade shall use fenestration and do so in a manner which is proportional to the overall scale of the building.~~
~~iv. All building facades shall contain at least two building materials which shall contrast in color and texture.~~
~~v. When multiple wall materials are combined on one façade, the designer is encouraged to place the heavier material(s) below.~~
~~vi. Building materials shall be used consistently on the exterior of the building. The following building materials are prohibited for exterior façade application:~~

1) Plain concrete block (with or without paint);
2) Reflective glass;
3) More than 50 percent glass on any façade;
4) Vinyl siding; and
5) Any other materials not customarily used in conventional construction.

vii. Exposed foundations shall consist of stone, stucco, brick or decorative block. If crawlspaces of porches are enclosed, they shall be enclosed with similar materials or lattice or any combination thereof.

viii. Windows. Windows shall either be (1) recessed a minimum of three inches from the façade, or (2) trimmed. If trim is used, it shall be a minimum of four inches (nominal) in width and shall project beyond the façade.

b. The following standards apply to all street-facing facades (fronts) of buildings:

i. Detailed design shall be provided by using at least two of the following architectural features on all elevations.

i. Dormers.
ii. Gables.
iii. Recessed entries.
iv. Cupolas or towers.
v. Pillars, columns or posts.
vi. Corbels.
vii. Bay windows.
viii. Balconies.
ix. Decorative patterns on exterior finish (e.g., scales/shingles, wainscoting, ornamentation).
x. Parapets/Decorative cornices and roof lines (required for buildings with flat roofs).
xi. Wood siding with two and one-half inch to four and one-half inch reveal.

c. Pitched roofs on residential buildings shall have a pitch between 5:12 and 12:12. Eaves (with a minimum 12-inch projection) shall be provided with a pitched roof.

d. Useable porches and/or stoops, at least eight feet in width and six feet in depth, shall be located on the front and/or side of the home. Porches and stoops may encroach into front setback up to five feet.

e. Accessory buildings with a floor area greater than 150 square feet shall be clad in materials similar in appearance to the principal structure and with similar roof pitch.

f. Walls and fences located in the front yard shall be no more than four feet above grade. The use of chain link fencing is prohibited in front yards. For corner lots, both street-facing sides shall be considered fronts. Rear yard and side yard fences are not subject to these standards.

g) On-street parking. On-street parking is encouraged for all local streets and thoroughfares.

a. On-street parking abutting the development parcel shall count toward meeting the off-street parking requirements for the district.

b. On-street parking may take the form of parallel or angle parking and shall be built according to city or state standards as applicable in order to count towards minimum parking requirements.

h) Off-street parking.

a. All off-street parking lots shall be provided at the side or rear of buildings or the interior of a block of buildings and not closer to the street than the edge profile of the structures.

b. Off-street parking shall not be adjacent to street intersections.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of December, 2025.

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

C-4	R-40	R-20	R-15	R-10	R-6
Permitted Uses	**Permitted Uses**	**Permitted Uses**	**Permitted Uses**	**Permitted Uses**	**Permitted Uses**
Accessory dwelling units subject to supplementary standards contained in section 16-4, below	Accessory dwelling units, subject to supplementary standards contained in section 16-4, below	Accessory dwelling units, subject to supplementary standards contained in section 16-4, below	Accessory dwelling units, subject to supplementary standards contained in section 16-4, below	Accessory dwelling units, subject to supplementary standards contained in section 16-4, below	Accessory dwelling units subject to supplementary standards contained in section 16-4, below
Accessory uses and structures	Accessory structures	Accessory structures	Accessory structures	Accessory structures	Accessory structures
Dry cleaning and laundry establishment containing less than 2.000 square feet of floor area	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	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	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	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	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
Garage apartments	Agriculture	Camps	Camps	Camps	Camps
Home occupations	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	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	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	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
Parks	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	Home occupations	Home occupations	Home occupations
Planned residential developments (minor), subject to the requirements of article VII, below	Home occupations	Parks	Parks	Parks	Neighborhood community centers
Residential dwellings, single-family	Parks	Planned residential developments (minor), subject to the requirements of article VII, below	Planned residential developments (minor), subject to the requirements of article VII, below	Planned residential developments (minor), subject to the requirements of article VII, below	Parks
Residential dwellings, two-family	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	Religious institutions containing no more than 50,000 square feet of gross floor area	Religious institutions containing no more than 50,000 square feet of gross floor area	Planned residential developments (minor), subject to the requirements of article VII, below
Residential dwellings, three-family	Religious institutions containing no more than 50,000 square feet of gross floor area	Residential dwellings, single-family	Residential dwellings, single-family	Residential dwellings, single-family	Religious institutions containing no more than 50,000 square feet of gross floor area
Residential dwellings, four-family	Residential dwellings, single-family	Residential dwellings, two-family	Residential dwellings, two-family	Residential dwellings, two-family	Residential dwellings, single-family
Residential dwellings, small-scale multi-family subject to supplementary standards contained in section 16-4, below	Signs, subject to the provisions of article XIII	Signs, subject to the provisions of article XIII	Signs, subject to the provisions of article XIII	Signs, subject to the provisions of article XIII	Residential dwellings, two-family

Signs, subject to the provisions of article XIII	Telecommunications antennas, subject to supplementary standards contained in section 16-4, below	Telecommunications antennas, subject to supplementary standards contained in section 16-4, below.	Telecommunications antennas, subject to special use requirements contained in section 16-4, below.	Telecommunications antennas, subject to supplementary standards contained in section 16-4, below	Signs, subject to the provisions of article XIII
Telecommunications antennas, subject to supplementary standards contained in section 16-4, below					Telecommunications antennas, subject to supplementary standards contained in section 16-4, below
The following uses are permitted by right in the C-4 Neighborhood Commercial Zoning District Classification, provided they meet all requirements of this Section and all other requirements established in this appendix and have no more than 10,000 gross square feet of floor area, including all proposed phases of development or redevelopment. Expansions of any of the following uses which, when added to the gross floor area of the existing use, bring the total gross square footage of floor area for all existing and planned phases to more than 10,000 square feet are prohibited.					
Adult care centers registered with the NC Department of Health and Human Services (DHSS)					
Automobile car washes so long as no attendants are employed on the premises					
Banks and other financial institutions					
Business services					
Convenience stores with or without gasoline sales					
Dance and fitness facilities					
Laundries, coin-operated					
Music and art studios					
Offices, business, professional and public					
Personal services					
Religious institutions					
Retail stores customarily serving neighborhoods and designed to serve a neighborhood					
Service stations					
Special Uses	**Special Uses**	**Special Uses**	**Special Uses**	**Special Uses**	**Special Uses**
Bed and breakfast facilities	Bed and breakfast facilities	Bed and breakfast facilities	Bed and breakfast facilities	Bed and breakfast facilities	Bed and breakfast facilities

Child care centers	Golf driving ranges	Cemeteries	Cemeteries	Public utility facilities	Public utility facilities
Civic clubs and fraternal organizations	Public utility facilities	Public utility facilities	Public utility facilities	Schools, primary and secondary, containing no more than 50,000 square feet of gross floor area	Residential care facilities
Pet-sitting	Schools, primary and secondary, containing no more than 50,000 square feet of gross floor area	Schools, primary and secondary, containing no more than 50,000 square feet of gross floor area	Schools, primary and secondary, containing no more than 50,000 square feet of gross floor area		Schools, primary and secondary, containing no more than 50,000 square feet of gross floor area
Public utility facilities					
Restaurants					
Dimensional Standards	**Dimensional Standards**	**Dimensional Standards**	**Dimensional Standards**	**Dimensional Standards**	**Dimensional Standards**
Minimum lot area in square feet: 8,000	40,000	20,000	15,000	10,000	6,000
Lot area per dwelling unit in square feet: N/A	40000	N/A	N/A	N/A	N/A
Minimum lot width at building line in feet: 0	125	80	70	55	45
Minimum yard requirements in feet: Front: 10	Front: 20. Any portion of a building envelope featuring a front-facing garage shall set back the garage portion a minimum of 25 feet.	Front: 15. Any portion of a building envelope featuring a front-facing garage shall set back the garage portion a minimum of 25 feet.	Front: 15. Any portion of a building envelope featuring a front-facing garage shall be setback a minimum of 25 feet.	Front: 10. Any portion of a building envelope featuring a front-facing garage shall be setback a minimum of 25 feet.	Front: 8. Any portion of a building envelope featuring a front-facing garage shall be setback a minimum of 25 feet.
Side: 15	10	10	8	5	5
Rear: 20	25	20	15	15	10
Maximum height in feet: 35	35	35	35	35	35

C-4 Upzoning Updates | 25-76-ZTA		
Chapter 4 - The Vision for the Future	**Consistent**	**Inconsistent**
SUPPLY, SUITABILITY, & INTENSITY		
LAND SUPPLY MAP (Pg. 81, Figure 4.4)	N/A	N/A
LAND SUITABILITY MAP (Pg. 84-86, Figure 4.5-4.7)	N/A	N/A
DEVELOPMENT INTENSITY MAP (Pg. 89, Figure 4.9)	Consistent	
FUTURE LAND USE & CONSERVATION MAP		
Future Land Use and Conservation Map (Note classification here, Pg. 117, Figure 4.12)	**Neighborhood Center**	
Character Area Description (Pg. 122-131)	Consistent	
Zoning Crosswalk (Pg. 132-133, Figure 4.18)	Consistent	
Focus Area Map (Pg. 134-159)	N/A	N/A

C-4 Upzoning Updates | 25-76-ZTA		
Chapter 4 - The Vision for the Future	**Consistent**	**Inconsistent**
GOALS		
Vibrant Neighborhoods (Pg. 93)		
Promote lively neighborhoods that increase local safety.	Consistent	
Enable well-maintained homes, streets, and public spaces.	Consistent	
Promote diversity of ages (stage of life), income levels, and a range of interests.	Consistent	
The design allows people to connect to nearby destinations, amenities, and services.	Consistent	
Abundant Housing Choices (Pg. 93)		
Housing provided meets the need of current and future residents.	Consistent	
Range of housing types provided to help maintain affordability in Hendersonville.	Consistent	
Housing condition/quality exceeds minimum standards citywide	Consistent	
Healthy and Accessible Natural Environment (Pg. 94)		
Recreational (active and passive) open spaces are incorporated into the development.		Inconsistent
Water quality is improved with the conservation of natural areas that serve as filters and soil stabilizers.		Inconsistent
Natural system capacity (floodplains for stormwater; habitats to support flora/fauna; tree canopy for air quality, stormwater management, and microclimate) is maintained.	N/A	N/A
Development is compact (infill/redevelopment) to minimize the ecological footprint.	Consistent	
New development respects working landscapes (e.g., orchards, managed forests), minimizing encroachment.	N/A	N/A
Authentic Community Character (Pg. 94)		
Downtown remains the heart of the community and the focal point of civic activity	Consistent	
A development near a gateway sets the tone, presenting the image/brand of the community.	N/A	N/A
Historic preservation is utilized to maintain the city's identity.	Somewhat Consistent	
City Centers and neighborhoods are preserved through quality development.	Consistent	
Safe Streets and Trails (Pg. 95)		
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments.	N/A	N/A
Access is increased for all residents through the provision of facilities that promote safe walking, biking, transit, automobile, ride share, and bike share.	N/A	N/A
Design embraces the principles of walkable development.	Consistent	
Reliable & Accessible Utility Services		
Wastewater treatment (service and capacity) adequately serves existing and future development	Consistent	

Satisfying Work Opportunities (pg. 96)		
The development promotes quality job options.	Consistent	
The lives of residents are enriched with opportunities to learn, build skills, and grow professionally.	Consistent	
Welcoming & Inclusive Community		
Accessibility exceeds minimum standards of ADA, fostering residents' and visitors' sense of belonging.	N/A	N/A
An inviting public realm (i.e., parks, public buildings) reflects the attitudes of city residents and leaders, and helps residents develop a sense of place and attachment to Hendersonville.	Consistent	
Accessible & Available Community Uses and Services (Pg. 97)		
Private development is plentiful, meeting the demands of current and future populations.	N/A	N/A
Resilient Community		
Adaptation to a changing world (e.g., economic, technological, social, environmental, etc.) is a priority of City leaders.	Consistent	
A fiscally sound government ensures the City's ability to function efficiently and remain competitive, particularly in the face of unexpected challenges.	Consistent	
GUIDING PRINCIPALS (pg. 98)		
Mix of Uses (Pg. 98)		
Revitalization of Outdated Commercial Areas	Consistent	
New business and office space promotes creative hubs.	Consistent	
Compact Development (Pg. 100)		
Development is consistent with efforts in the area to establish 15-minute neighborhoods.	Consistent	
The infill project is context sensitive [Small Infill Site].	Consistent	
Sense of Place (Pg. 102)		
The development contributes to Hendersonville's character and the creation of a sense of place through its architecture and landscape elements. [Placekeeping and Placemaking and 3rd Places]	Consistent	
Conserved & Integrated Open Spaces (Pg. 106)		
A diverse range of open space elements are incorporated into the development.		Inconsistent
Desirable & Affordable Housing (Pg. 108)		
Missing middle housing concepts are used in the development.	Consistent	
Connectivity (Pg. 112)		
The development encourages multimodal design solutions to enhance mobility.	Consistent	
Efficient & Accessible Infrastructure (Pg. 114)		
The development utilizes existing infrastructure	Consistent	

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY
PLANNING DIVISION

SUBMITTER: Sam Hayes – Planner II

MEETING DATE: December 4th, 2025

AGENDA SECTION: New Business

DEPARTMENT: Community Development

TITLE OF ITEM: Landmark Nomination – Ewbank-Whitmire House (25-03-LL) – *Sam Hayes, Planner II*

SUGGESTED MOTION(S):

For Recommending Approval:	**For Recommending Denial:**
I move City Council approve the adoption of an ordinance designating the Ewbank-Whitmire House (PIN 9569-24-7137) as a local historic landmark. **[ADD, IF APPLICABLE, "WITH THE FOLLOWING MODIFICATIONS"]**	I move City Council deny the adoption of an ordinance designating the Ewbank-Whitmire House (PIN 9569-24-7137) as a local historic landmark for the following reasons: **[INSERT REASONS FOR DENIAL].**

PROJECT/PETITIONER NUMBER:	25-03-LL
PETITIONER NAME:	Matthew and Molly Manley (Applicant/Owner)
ATTACHMENTS:	1. Landmark Report 2. Staff Report 3. Application 4. Draft Ordinance

The Mayor Whitmire House
LOCAL LANDMARK REPORT

201 Ewbank Dr

Application for Hendersonville Local Landmark Designation
August 1, 2025

Prepared by: Matthew Manley, AICP
Advised by: Sunni L. Goodson, Interior Designer & Historic Preservation Consultant

City of Hendersonville Community Development Department
Hendersonville Historic Preservation Commission

Name of Designated Landmark (Historic and/or Common):
The Mayor Whitmire House
Property Address/ Location:
201 & 203 Ewbank Drive

Pin#:

9569-24-7137 (former PIN: 9569-24-7161)

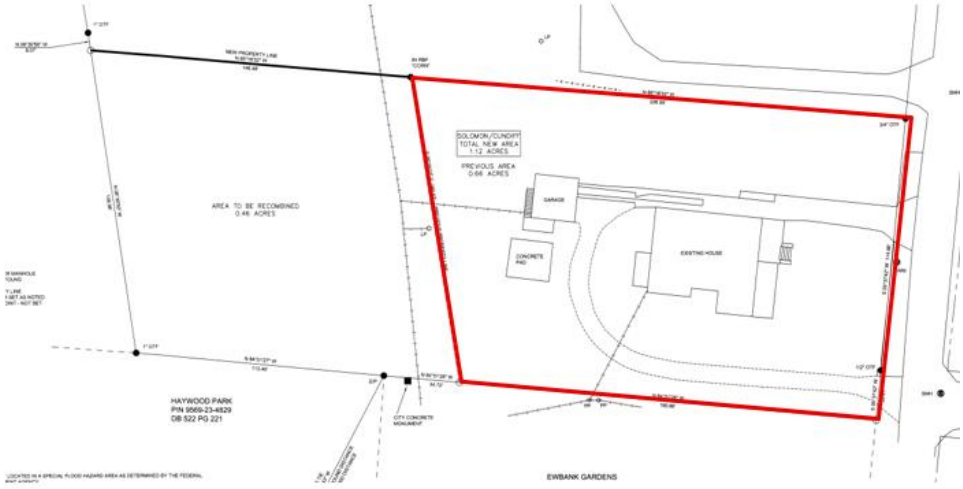
Deed Book and Page Number:
3659 / 429 (Mayor Whitmire Ownership: 453 / 29)

Plat Book and Page Number:
2015 / 9722 (Original Plat: Plat Book B / Page 054)

Zoning:
R-15

Acreage to be designated:
0.66 acres

Being a portion of that property described in Deed Book 3659 page 429, Henderson County Registry, BEGINNING at a point in the western margin of Ewbank Drive, said point being the southeastern most corner of the Solomon/Cundiff property as shown on that plat recorded in Plat Book 2015 at page 9722, Henderson County registry (hereinafter the "Solomon Plat"), thence N 84°51'28"W a distance of 190.86 feet, thence with the line identified as "Previous Property Line" on the Solomon Plat N 09°05'07"W a distance of 140.43 feet to a #4 rebar identified as "Corn" on the Solomon Plat, thence S 85°16'32"E a distance of 226.55' to a ¾" open top pipe in the western margin of Ewbank Drive, thence with the western margin of Ewbank Drive S 05°37'42"W a distance of 137.77 feet back to the point and place of BEGINNING and being 0.66 acres, more or less.



Interior to be designated?
No

Property Owner's Address & Phone:
Matthew & Molly Manley
201 Ewbank Drive
864-201-8941
matthewcmanley@gmail.com

Applicant's Address & Phone:
Matthew & Molly Manley
201 Ewbank Drive
864-201-8941
matthewcmanley@gmail.com

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I. Statement of Significance: Abstract

The significance of the subject property is truly a combination of its unique associations with prominent figures from Hendersonville's past, most notably Mayor Boyce Whitmire, and the preservation of its original Craftsman style architectural character. These features, in tandem, make this home a Local Landmark worthy of preservation.

The subject property, which was originally associated with the locally prominent Ewbank family, maintains its original architectural character, replete with distinctive Craftsman style features, and presents today much as it did during the tenure of its most important resident, Mayor Boyce A. Whitmire. The historic setting features a variety of native plantings and fauna species, as well as hard landscape features such as locally quarried stone as seen in other notable, nearby historic properties, such as the Carl Sandburg homestead, Connemara. With only minor alterations during its 100-year lifespan, the property exhibits considerable architectural integrity as well as important local historic associations.

This historic bungalow sits prominently at the corner of Ewbank Dr & Higate Rd (formerly Highland Drive) in the neighborhood generally referred to as Druid Hills (historically platted in 1925 as "John Ewbank Property Adjoining Druid Hills"). Though the site was part of a 100-year old plat, the subject property is somewhat isolated from other contributing historic structures with the immediate surrounding properties having been constructed between 1950 and 1998. The property sits .25 miles from the nearby Druid Hills Local Historic District (platted in 1923). While there are other pre-WWII homes in the surrounding neighborhood, most of these have facades that have been significantly altered (see Appendix B: Proximity to Historic Resources map).

The platting of the property was performed by John Ewbank (1885-1939) who was a member of the prominent local Ewbank family and is likely to have been the original owner of the subject property. Most notably, the subject property was the home of Mayor Boyce Whitmire (1905-1989) who by all accounts ushered Hendersonville in to the modern era. He resided at the subject property from 1967 to 1989, which included his time serving as the City of Hendersonville's Mayor (1969-1977). Prior to this time period, Whitmire served a stint in the State House from 1959-1961. Mayor Whitmire is on the Hendersonville Walk of Fame (Class of 2017) and featured in the local People's Museum. The City of Hendersonville's recreation building on Lilly Pond Dr is also named in his honor. He served as the Mayor of Hendersonville during a period of significant achievement. Most notably, Mayor Whitmire lead the installation of the serpentine design on Main St and the construction of Spartanburg Highway (Mundhenk, 2016).

Estimated to have been built in 1924 or 1925, this 1-story Craftsman-style bungalow home features many original exterior features including roof line, fully-functioning windows and doors, porch piers/columns, and decorative exposed rafters, as well as original interior features such as arched doorways, doorknobs, sconce lights, millwork & trim and built-in cabinetry and shelving.

Additionally, a 2-story garage w/ apartment (203 Ewbank Dr) sits behind the principal structure. This accessory structure, which was presumably built at the same time as the principal structure, maintains its original exterior features as well and utilizes the same architectural style as the primary structure.

Archeological Comments: Terra Cotta pipe has been unearthed in the rear of the lot, bricks have been unearthed in various locations including along the southern driveway edge and near the concrete monument along southern boundary.

Integrity Statement

- **Location:** The home sits in its original location on Lots 1 & 2 of the John Ewbank Property platted in 1925

- **Design:** Though the architectural style is primarily emblematic of Craftsman style of architecture, the design features many elements from the 1920s period of significance including some features that reflect Prairie style architecture – both of which architectural styles represent the early modernist Arts & Crafts movement.

- **Setting:** The original setting was on Lots 1 & 2 of the John Ewbank 1925 Plat. This 6.5 Acre subdivision sits .25 mile from the boundary of the Druid Hills Local Historic District & National Register District (platted 1923). The immediate surrounding neighborhood was constructed primarily in the 1950s with some pre-WWII homes dispersed amongst nearby blocks. Other structures in close proximity to the subject property were infill developments occurring in the 1990s.
  The current property boundaries have expanded to include an additional .46 acres of primarily open lawn with a tree line at the rear. This added .46 acre property is not part of the Landmark application. From the rear of the original Lots 1 & 2, there are year-round views of Long John Mountain to the southwest (Appendix A 28).
  The perimeter of the home features a circular driveway which runs around the sides and rear of the principal home and in front of the accessory garage / apartment (Appendix A 26). The circular drive, which is reflective of a recurring landscape design theme across other historic properties in the area (Appendix A 43), consists of white pea gravel along the south and west portions and transitions to solid concrete along the northern drive and then to concrete tire paths between the front of the structure and Ewbank Dr. The south side of the driveway is lined with stone borders and Eastern Hemlocks (Appendix A 16), creating a quintessential Western North Carolina historic “summer camp” like setting - resembling the look and feel of driveways such as at Connemara and other historic properties in Hendersonville and the Village of Flat Rock (Appendix A 17A: 42-43). These hemlocks were unmaintained by previous owners but have been well cared for and repeatedly treated to combat wooly adelgid by the current owner. The current owner has also worked to repair the stone driveway border which functions to collect and convey stormwater runoff along the northern edge of the south driveway.
  The street frontage features a unique and striking stone sidewalk (Appendix A 18). There is also an unusual stone structure at the northeast corner of the property made of identical materials as the sidewalk (Appendix A 19). Ewbank Dr was once lined with

Silver Maple trees (Appendix A 16). In recent years many of these trees have succumbed to old age though two are still remaining at northeast corner of the subject property Additionally, a set of mature Southern Magnolias on the south side of the property create an authentic experience and provide excellent year-round shade and serve as a place of refuge during hot summer days. These magnolias have become a focal point for outdoor entertainment during the warm months of the year (Appendix A 20).
The next generation of landscape design framing the home is being implemented by the current owner with a variety of new native plantings (such as oak trees, redbuds, replacement hemlocks, rhododendron and a variety of perennial wildflowers) and hardscapes (featuring stone footpaths and stone-lined curvilinear planting beds) (Appendix A 22 & Appendix A 23).

- **Workmanship:**
  - Brick for foundation and brick for façade are distinct and likely sourced locally – (Appendix A 39). The Foundation Brick (Appendix A 39) is a vertical scratch brick, common from the early 1900s to 1920s. The Façade Brick (Appendix 40) is a wire-cut extruded brick, popular from 1930s to mid-century. The dating of the bricks supports the theory that the siding may have originally been lap wood siding that was replaced with a brick façade.
  - Mortar is lime and sand – typical for pre-1930s construction.
  - Exposed rafters appear to be hand-hewn, (Appendix 3a)
  - Glass in windows/doors has wavy appearance - typical of pre-1930s construction (Appendix A 13a)

- **Materials:**
  - Brick - façade and chimney;
  - Concrete - porch and driveway;
  - Asphalt Shingles – roof;
  - Wood – all trim, doors, windows, beams, columns and false exposed rafters;
  - Glass - window panes, Terra Cotta Tile - covered porch flooring

- **Feeling:** Quintessential pre-WWII, Western North Carolina aesthetic

- **Association:** Mayor Boyce A. Whitmire, John Ewbank, Robert Lee Whitmire

Proposed Boundary Justification

The proposed boundary would contain each of the historic structures (principal structure + accessory garage/apartment) including the principal landscaping/hardscaping that provide the unique, historic feeling and setting for the home. In principal, this area reflects the original Lots 1 & 2 from the John Ewbank Plat of 1925 (Figure 2).

II. Maps and Floor Plan

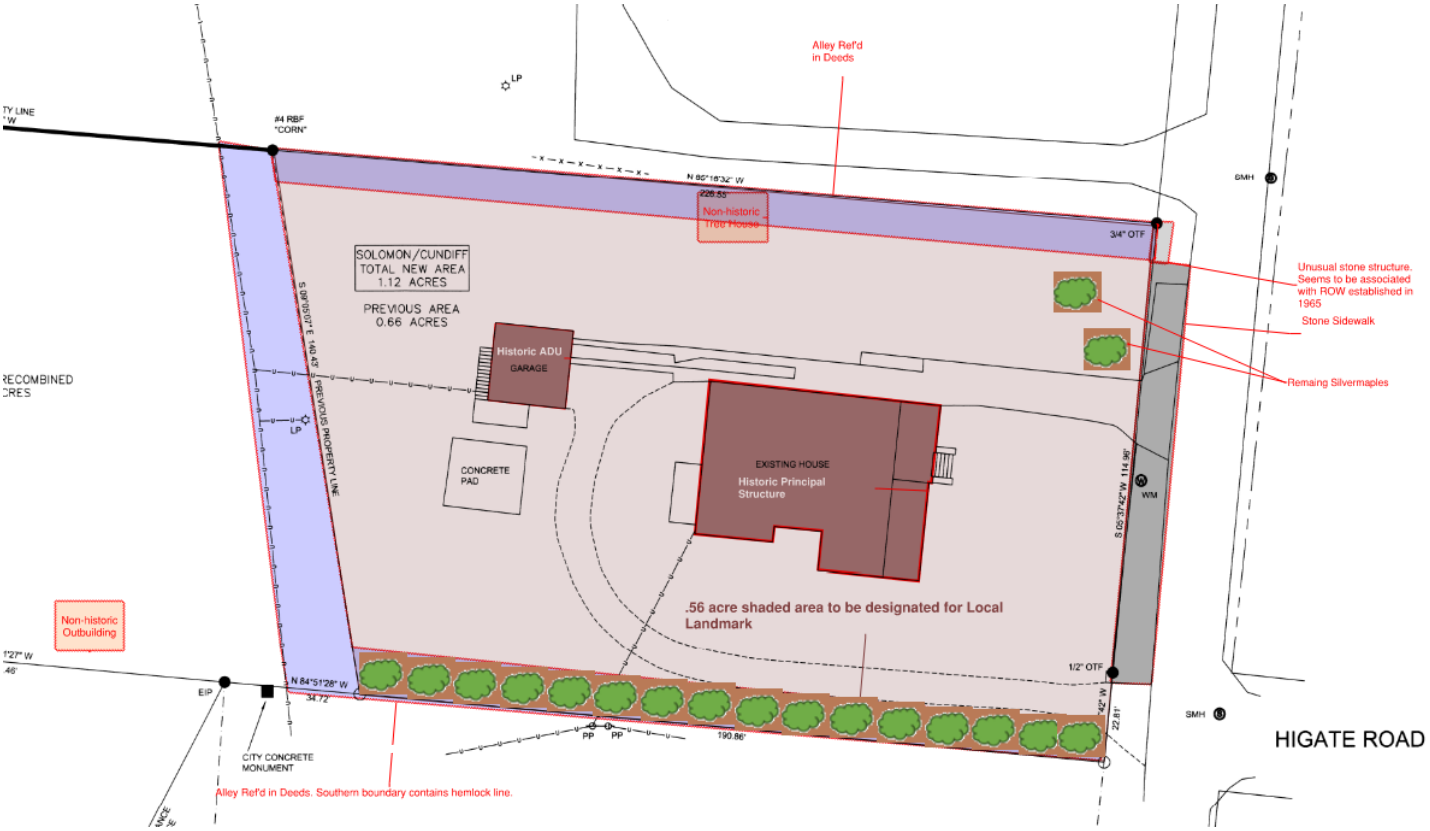


Figure 1: Map of Area to be Designated + Site Features

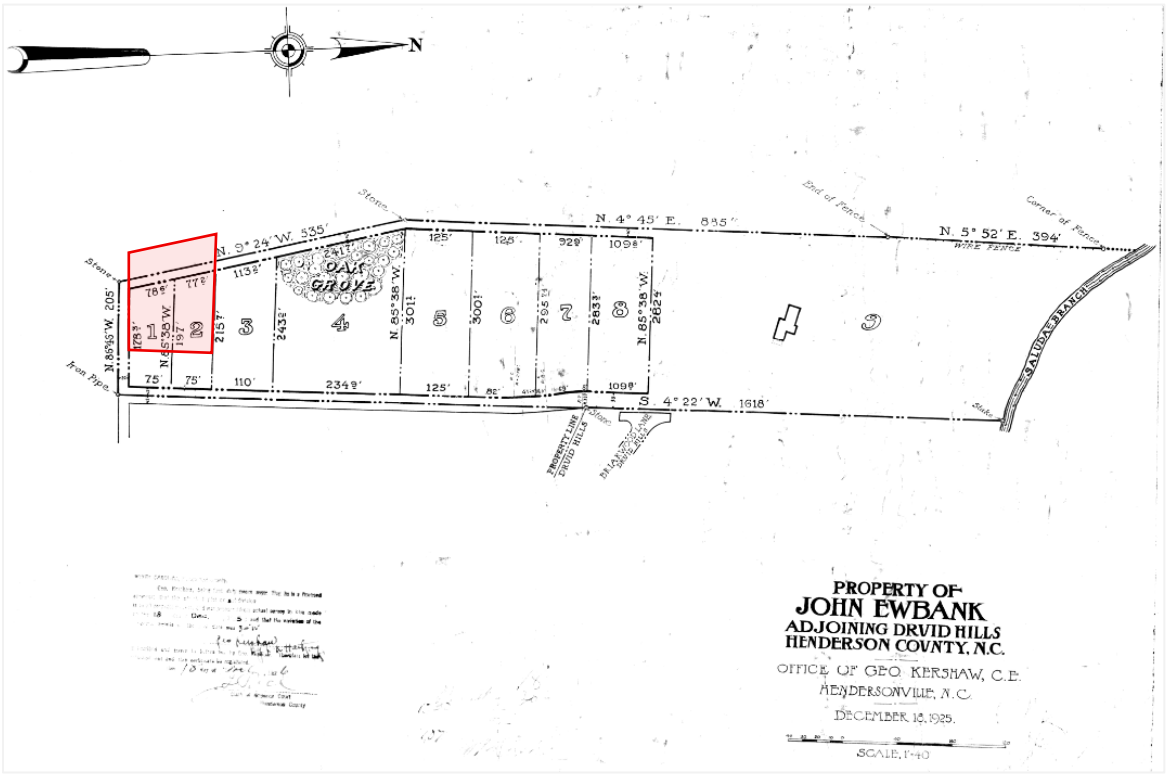


Figure 2: 1925 John Ewbank Plat (Lots 1+2) – Subject property marked in red outline

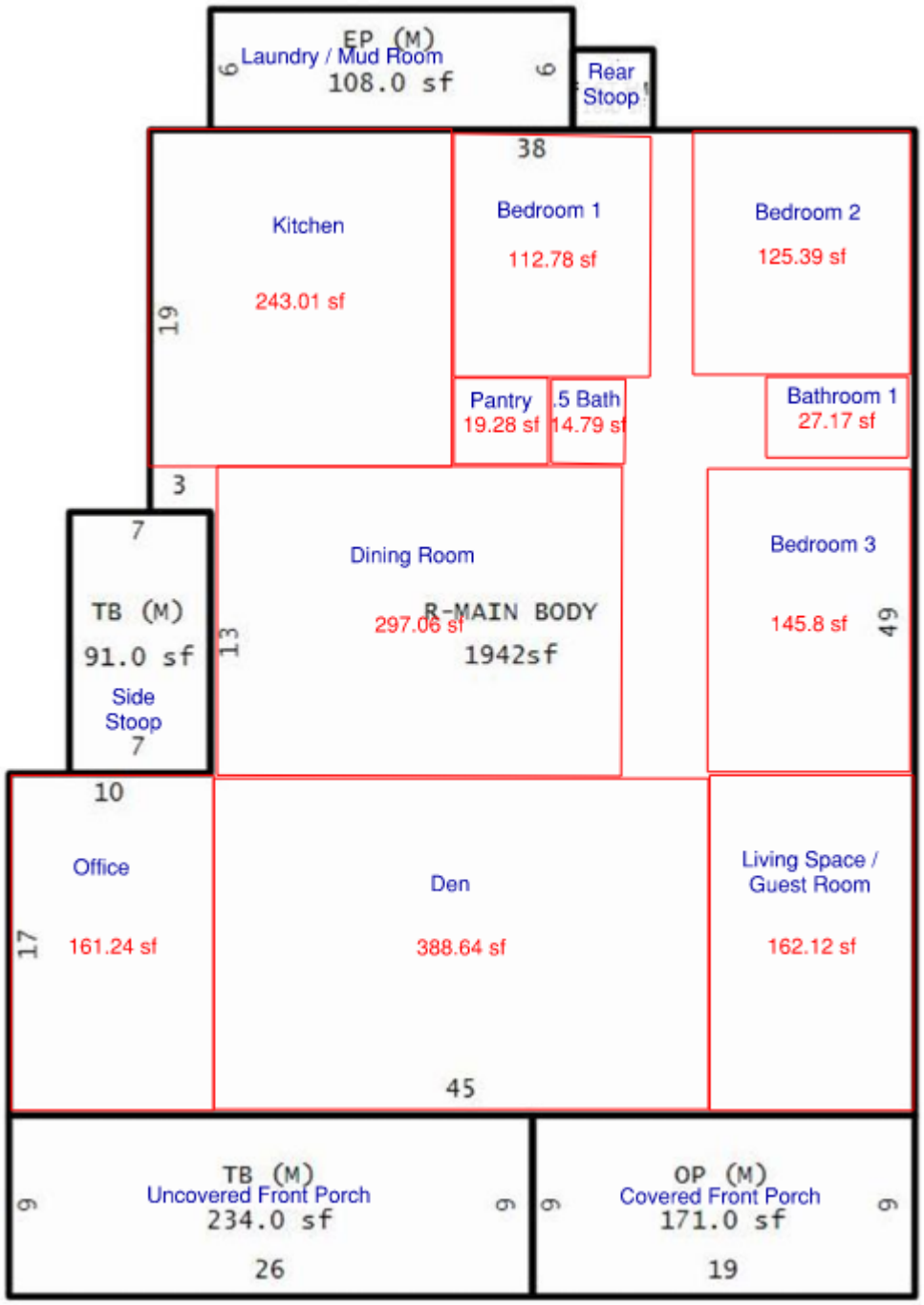


Figure 3: Floor Plan + Building Envelope

Imagery below showing 6.5 acres owned by A.F.P. King to the south of subject property. The Deed for this property from 1932 (DB 200 / P 287) makes reference to the ***"John Ewbank Residence Lot, Lot now owned by Lee Whitmire"*.** Measurements shown equate to those described in the Deed (Figure 4 & Figure 5).

Figure 4: Confirmation of Measurements from Deed (DB 200 / P 287)

Figure 5: Confirmation of Area from Deed (DB 200 / P 287)

III. Architectural Assessment

Development of the Arts & Crafts Movement

With featured elements that are primarily reflective of the "Craftsman" architectural style, the design of this 1-story vernacular bungalow is an example of a particularly unique subset of the early modernist Arts & Crafts Movement.

The Arts & Crafts Movement was a product of England originated by architect William Morris. The architectural movement prioritized workmanship featuring well-made, well-designed elements and use of natural materials. This was a rebuke of the two prevailing architectural trends at the time which ranged from the excess of the Victorian era to the boorish mass production of the Industrial Revolution (Tyler, 1994).

In the United States, the Craftsman style was inspired by the products of Charles and Henry Greene of Southern California. While high-style Craftsmans were primarily concentrated in California, vernacular applications of the style rapidly spread across the country alongside the contemporaneous Prairie style architecture. One-story vernacular Craftsman residences are often referred to as bungalows – though the term bungalow can refer to other architectural styles as well. Craftsman-style architecture was popular from 1905-1930 before dropping out of favor. (McAlester, 2018). Catalog home sales resulted in the proliferation of Craftsman style bungalows and cottages across the country (Urban Design Associates, 2004).

The Craftsman style is noted for its use of low-pitched gabled, but occasionally hipped, roofs; deep eave overhangs; exposed roof rafters; decorative braces; and full or partial front porches with roofs supported by tapered columns (McAlester, 2018). Additionally, the style featured built-in furnishings, large rooms with window expanses, asymmetrical window and door arrangements, and utilization of natural materials (Urban Design Associates, 2004). Vernacular varieties were adapted for local needs and featured locally-sourced materials such as stone and brick.

In Western North Carolina, the mountain landscape outside of Asheville was largely underdeveloped during the early Arts & Crafts movement. The design and construction of the Biltmore Estate (1895) brought architectural attention to the region and resulted in prominent architect Richard Sharpe relocating to the area. Other landmarks such as the Grove Park Inn (1913) and the Monford Neighborhood (1890-1920) helped to define the region's architectural style. The sphere of influence radiating from these works resulted in the region developing a significant inventory of Arts & Crafts style homes with their own unique Appalachian aesthetic. Key features include use of local stone and brick, deep eave overhangs, shaped wood columns, and hand sawn brackets in the eaves (Urban Design Associates, 2004).

In Hendersonville, Craftsman style bungalow homes are found throughout the City's residential historic districts including Druid Hills, Hyman Heights, and the West Side National Register Historic Districts. These homes were generally all constructed in the mid-1920s. A comparison of the subject property to some of these examples of contributing Craftsman bungalows is found in Appendix B.

Craftsman Architectural Style of Subject Property

The roof line of the subject property, is low-pitched and hipped (with no dormers or gables). This is unique in that less than 10% of Craftsman homes had hipped roofs and this small subset of Craftsman homes resembled Prairie style homes (McAlester, 2018). The distinguishing

Craftsman style features of the subject property's roof include the deep eaves and decorative exposed rafters.

The masonry façade was also uncommon for Craftsman homes located in the Southeastern US (McAlester, 2018), but specifically in Western North Carolina, use of locally-sourced brick was common for this style (Urban Design Associates, 2004). It should be noted that a local mason has theorized that the brick façade is not original. This theory is supported by the age of the bricks in the façade (Appendix A 40), which are wire-cut extruded and typically not as old as the bricks in the foundation (Appendix 39), which are vertical scratch bricks. Vertical scratch bricks were popular in the early 1900s-1920s while wire-cut extruded bricks became popular in the 1930s to mid-century, suggesting that the two brick types were crafted at different times (Goodson, 2025). It is possible that the home originally featured wood siding, a common material for Craftsman houses. Meanwhile, the stone masonry facade on the front porch (Appendix A 1) was installed in 2013 after the original brick failed (Appendix A 5). The stone, while not original, is a common historic material and reflective of the mountainous setting and use of natural materials common amongst Craftsman-style homes, especially in Western North Carolina (Urban Design Associates, 2004). It is also the only confirmed substantial modification to the original design and materials of the exterior of the home.

The front porch features box, brick pier supports extending from ground level to two feet above the porch floor level where they are capped with concrete square slabs. On top of the caps sit tapered wood columns with decorative moldings which provide transitions both where the bottom of the column meets the concrete pier caps and where the top of the column meets the porch beam. A streetview photo from 2008 shows a pier with no column on the southeast corner of the uncovered front porch (Appendix A 5). This pier has been removed at the porch level (Appendix A 4). Remnants of the pier, including the concrete cap, are in the current owner's possession. The columns and their piers are common amongst Craftsman style porches (McAlester, 2018). It is hard to fully detect, but a copy of a newspaper add from 1991 appears to possibly show a similar brick column and possibly a retaining wall at the front right property boundary adjacent to the driveway and running parallel with the street and sidewalk (Figure 16). Some stone found in this area could be indicators of a stone wall in this location.

The fully-functional original windows (6 over 1) and exterior doors (15 lite, 3 pane x 5 pane + 2 pane x 5 pane sidelites on far front entry and side stoop entry) are also common among subcategories of the Arts & Crafts Movement (Appendix A 11-15). The grouping of the windows in pairs or threes is common of the Craftsman style (Appendix A 9-10). The decorative exposed rafters featured across the entire exterior of the home (due to the lack of gables) are also representative of the Craftsman architectural style (McAlester, 2018).

The interior of the home features unique arched doorways. These doorways link the library, den and an additional living space which combine to establish the front row of interior spaces which overlook the front porch (Appendix A 29-29). These rooms as well as the dining room feature original sconces light fixtures. These fixtures feature a botany theme and were likely originally unpainted (Appendix A 33-33). Original wood floors are present throughout the living spaces as well as original wood trim.

A complimentary 2-story garage w/ upstairs apartment sits prominently behind the 1-story principal structure. This accessory structure was constructed in the same time period as the primary home and maintains its original exterior features as well and utilizes the same architectural style as the principal (Appendix A 25-25).

The architectural significance of the home is important for several reasons. The combination of traditional Craftsman style architecture and unique features such as the hipped roof, alongside specific architectural elements common to Western North Carolina, make the subject property a unique, one-of-a-kind structure that exemplifies the prevailing schools of thought, both nationally and regionally, during the period of construction. The fact that so many of the original elements of the home are intact also makes the home a valuable landmark worthy of continued preservation. Furthermore, the inclusion of multiple architecturally identical, intact structures (home and garage apartment) makes this a unique opportunity for preservation. And lastly, the interface between the architecture of the structures and the surrounding landscape typify the aesthetic history of Hendersonville and Western North Carolina in a unique and valuable way.

IV. Historical Significance

The home (subject structure/residence/property) sits prominently at the corner of Ewbank Dr & Higate Rd (formerly Highland Drive) in the neighborhood generally referred to today as Druid Hills - though it was originally platted in 1925 as the "*John Ewbank Property Adjoining Druid Hills"* [PB B / P 107]. The subject property, prior to being platted by John Ewbank, was part of a large estate settlement in which hundreds of acres owned by the McCrary Family were divided amongst heirs in 1881. The subject property was part of "Lot 1" of this settlement [DB 26 / P 205].

The home was most notably the residence of the prominent historical figure, Mayor Boyce Whitmire, who resided at the home from 1967 to his death in 1989 which includes the time of his tenure as Mayor. However, prior to his time as the caretaker of the property, the home has other interesting associations worth exploring.

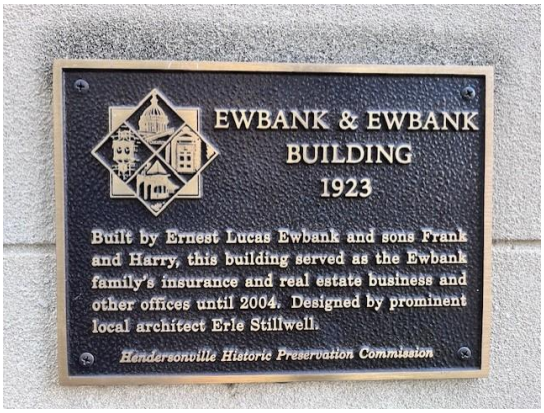


Figure 6: Plaque on side of Ewbank & Ewbank Building

John Ewbank (1885-1939), who purchased and platted the original 10+ acre tract, was a member of the prominent Ewbank family. He was the youngest son of local businessman, Ernest Lucas Ewbank and Virginia Wyttenbach Ewbank and the brother of Frank A., Harry H. and E.W. Ewbank – all of which were involved in the well-known family insurance and real estate business, Ewbank & Ewbank (Kelley, 2004) (Orr, 2018).

John, in particular, was a real estate investor, newspaper editor, lawyer and member of the NC General Assembly from 1931-1933 (Jones J. "., n.d.). The Ewbank family were notable members of the Hendersonville society with a deep history as businessmen, lawyers, bankers, industry men, elected officials etc. Some of the Ewbanks' most noteworthy contributions to Hendersonville include Jackson Park (which was the former Ewbank estate), the McClintock Chime Clock at the corner of Main St and 4th Ave E. (installed in 1927 for public enjoyment while E.W. Ewbank was president of Citizens National Bank), and the Ewbank & Ewbank building at 408 N Main St (Edney, 1997) & (Figure 7). There are many notable members of the family including that of Frank W. Ewbank who is featured in the Hendersonville Walk of Fame (Hendersonville, n.d.). The family is connected to a number of other prominent figures from Hendersonville's history including famed architect, Earle Stillwell. Stillwell designed several structures for the Ewbank's beginning as early as 1920 and including at least one for John Ewbank (undated), the location of which is very similar to the subject property as it is described in newspaper clippings (Figure 17) and in *Buildings as History: The Architecture of Erle Stillwell.* The published photo of the "John Ewbank Home" that is attributed to Stillwell is clearly a different structure than the subject structure at 201 Ewbank (Mitchell, 2006).

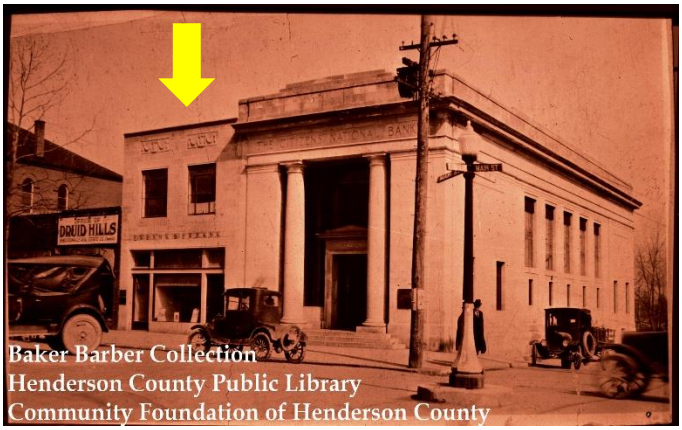
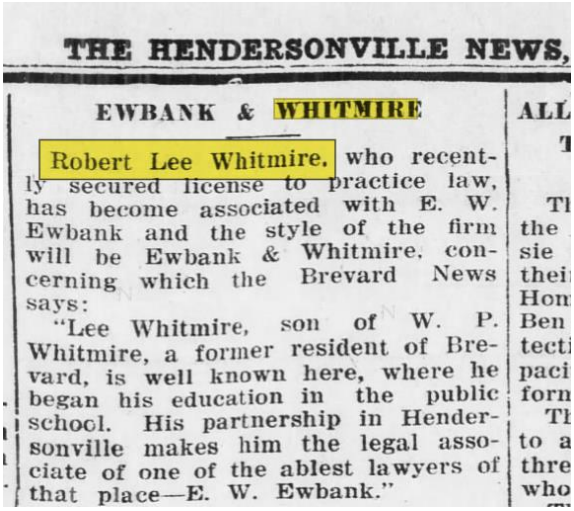


Figure 7: Ewbank & Ewbank Building at 408 N Main St

Based on references from a deed for A.F.P. King, who served as Mayor of Hendersonville from 1905-1906, from 1932 (DB 200 / P 287) for an adjacent property (Figure 4 & 5), the subject property at 201 Ewbank Dr is referenced as, "the John Ewbank Residence lot, Lot now owned by Lee Whitmire"(Figure 14). This makes John Ewbank the most obvious initial owner of the home**. Meanwhile, Lee Whitmire is likely a reference to Robert Lee Whitmire Jr. (aka. R.L. Whitmire or R. Lee Whitmire (1898-1970) who served Henderson County in the NC State House from 1949 to 1955 and State Senate from 1957 to 1957 (Jones J. "., n.d.). He was a local attorney who served as the Superior Court judge (Edney, 1997) and City Attorney (Jr., 1972) and was also the older brother of our notable resident, Boyce August Whitmire (more details below). Amongst several connections between the Ewbanks and Whitmires, E.W. Ewbank practiced law with Mr. R. Lee Whitmire (Edney, 1997) & (Figure 8).


THE HENDERSONVILLE NEWS,

EWBANK & WHITMIRE

Robert Lee Whitmire, who recently secured license to practice law, has become associated with E. W. Ewbank and the style of the firm will be Ewbank & Whitmire, concerning which the Brevard News says:

"Lee Whitmire, son of W. P. Whitmire, a former resident of Brevard, is well known here, where he began his education in the public school. His partnership in Hendersonville makes him the legal associate of one of the ablest lawyers of that place—E. W. Ewbank."

Figure 8: March 24, 1921 Clip of Hendersonville News

**Note: Additional verification of the subject residence being the home of John Ewbank and/or Robert Lee Whitmire is needed. We do have records that John Ewbank purchased the tract of land and platted the lots of the subject property (including the subject property Lots 1 & 2). And it is documented by one neighboring deed reference to the subject lot as Ewbank's "residence" and that a "Lee Whitmire" owned it in 1932. We also have documentation that John Ewbank owned a home designed by Stillwell located at the end of Ewbank Dr near the intersection of Blythe St and Haywood Rd. It is purely conjecture, but it is possible that John Ewbank had the subject home built in the mid-1920's before having another nearby home built (designed by Stillwell) and thus sold the subject property to Robert Lee Whitmire. This also makes a connection to the home later becoming owned by R.L. Whitmire's his younger brother, Mayor Boyce Whitmire. It would be further conjecture to presume that Stillwell designed the subject property - though the time period of construction and architectural style of the home are supportive of this notion.

During the 1950s the property was home to the Knoop Family. Newspaper records show the home was used for a variety of different social gatherings during this time period.

Figure 9: Whitmire Rec Building at Toms Park

In the subject property's long history, it was notably the home of Mayor Boyce A. Whitmire (1905-1989) (Figure 13). He resided there from 1967 until the time of his death. This makes the subject property Mayor Whitmire's residence during his time serving as Hendersonville's Mayor (1969-1977). Prior to this time period, Whitmire served a stint in the State House from 1959-1961. Mayor Whitmire is on the Hendersonville Walk of Fame (Class of 2017) and featured in the People's Museum (Figure 10). The City of Hendersonville's recreation building on Lilly Pond Dr (Figure 9) was also named in his honor in 1999 (Hendersonville, Ordinance 99-0323 Renaming of Toms Park Building after Mayor Whitmire, 1999). He served as the Mayor of Hendersonville during a period of significant achievement. Most notably, Mayor Whitmire was responsible for the Flat Rock Playhouse being designated as the State Theatre of North Carolina (City of Hendersonville Historic Preservation Commission, n.d.). He was instrumental in the development of Patton Park and the public pool that served the City for generations until it was ravaged by Hurricane Helene (Kermit). He was also the force behind the reconfiguration of downtown with the installation of the character-defining serpentine design on

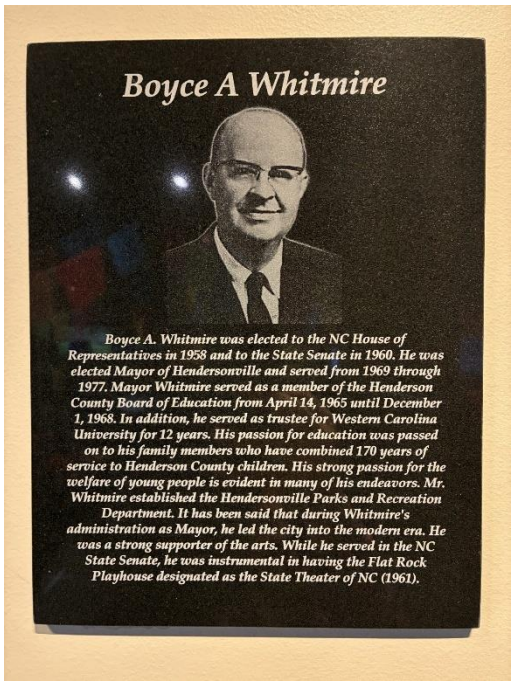
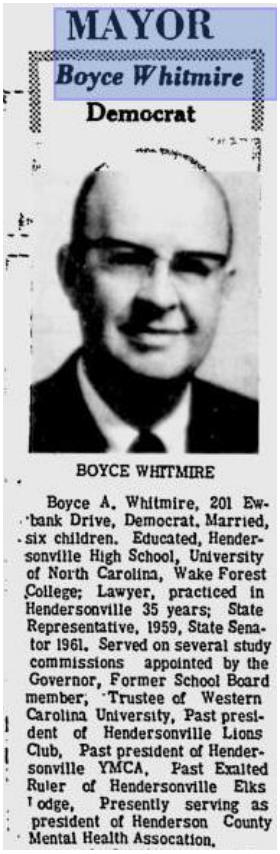


Figure 10: People's Museum Walk of Fame Exhibit

Main St (Figure 12). He also lead the effort for the construction of Spartanburg Highway (Mundhenk, 2016) and participated in the dedication of numerous achievements including the Teen Canteen and the Opportunity House Arts & Crafts Center amongst many other civic achievements (Hendersonville, Ordinance 99-0323 Renaming of Toms Park Building after Mayor Whitmire, 1999). Mr. Whitmire also helped to establish and lead the Elks Camp for Boys and served as a high-ranking member of the National Elks Organization (Orr, 2014). He also was instrumental in establishing the local YMCA (Kermit).



MAYOR

Boyce Whitmire

Democrat

BOYCE WHITMIRE

Boyce A. Whitmire, 201 Ewbank Drive, Democrat. Married, six children. Educated, Hendersonville High School, University of North Carolina, Wake Forest College; Lawyer, practiced in Hendersonville 35 years; State Representative, 1959, State Senator 1961. Served on several study commissions appointed by the Governor, Former School Board member, Trustee of Western Carolina University, Past president of Hendersonville Lions Club, Past president of Hendersonville YMCA, Past Exalted Ruler of Hendersonville Elks Lodge, Presently serving as president of Henderson County Mental Health Assocation.

Figure 11: Clip from April 8, 1969 Times-News Mayoral Election Information

Mayor Boyce Whitmire's legacy is one that continues to carry significance 50 years after his last term as mayor. Many bold decisions and integral investments were made during Mr. Whitmire's time at the helm of the City. His record of accomplishments reflects that of a man who worked tirelessly for his community. When he was away from the dais, outside of council chambers, seeking respite before facing his next politically arduous decision or campaign battle, he was at his place of refuge at 201 Ewbank Dr. It was there, alongside his life-long sweetheart and avid supporter, Patrica Bean Whitmire, that Boyce was able to center himself, rest and regroup, and focus on the most important aspect of his legacy, his family. The Whitmire's had five boys and one girl. Three of their sons became important educators in the community and are recognized in the Henderson County Education Hall of Fame. With all of the accolades and accomplishment credited to Mr. Whitmire, he and his family's greatest legacy is their contributions towards serving the youth of Henderson County (Orr, 2014).

Figure 12: Plaque on Main St honoring Mayor Whitmire

V. Bibliography

Deed Research - via Henderson County Register of Deeds & Henderson County Genealogical and Historical Society

Deeds pertaining to 201 Ewbank Dr				
Book	**Page**	**Buyer**	**Year**	**Notes**
3659	429	Manley	2021	
1623	221	Solomon	2015	Recombination of .46 acres
1451	528	Solomon		Former PIN 9569-24-7161
1029	305	Hamblin	2000	
798	531	Whitmire-Jackson	1992	Boyce Whitmire Sr. (1905-1989)
453	29	Whitmire (Mayor)	1967	Mayor 1969-1977
284	62	R.M. Knoop	1948	Property intact as stands today. Higate Rd was called Highland Drive
		C.V. Peck		
		Lee Whitmire	1932	Brother of Boyce Whitmire
135	64	John Ewbank	1925	
110	254	A.F.P. King	1921	
94	91	Fletcher	1914	
		Dermid		
26	205	Elizabeth McCrary	1881	
Other Transactions of Interest				
432	155	Knoop	1965	Koop / Issac 18' ROW on north side of current lot
271	210	Peck	1947	Rear Portion of Current Lot Sold by Anders to Peck
200	287	Keith	1932	- Makes reference to current lot being that of "John Ewbank Residence Lot now owned by Lee Whitmire" - Conveyed by A.F.P. King - Creates 20' ROW on south side of current lot - Deed for 6.5 acres of land south of current lot to Haywood Rd.

D.K.
P.W.

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

29

This Deed, Made this 18th day of October, in the year of our Lord, one thousand nine hundred and Sixty-seven, between

MARTHA B. KNOOP (widow)

of the County of Henderson, and State of North Carolina, of the first part, and

BOYCE A. WHITMIRE, Sr. and wife, HAZEL PATRICIA WHITMIRE

of the County of Henderson, and State of North Carolina, of the second part,

Figure 13: Boyce Whitmire Purchase Deed (1967)

Beginning on a locust stake by an oak the South west cornerоof the John Ewbank Residence lot, Lot now owned by Lee Whitmire, and runningthence N. 86° W. 270

Figure 14: Screenshot of King/Keith 1932 Deed

Written Resources:

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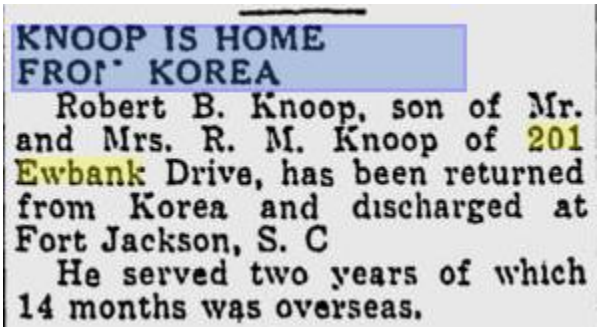
Additional Resources:

Auction #1 10:00 AM Dec. 14, 1991
This lovely 3 bedroom, 1½ bath home contains 1942 square feet. Not only will you buy a large lot you will also get a garage apartment to go along with this home.

Figure 15: Clip from Times-News December 9, 1991 with poor image of home. Potential column located adjacent to driveway

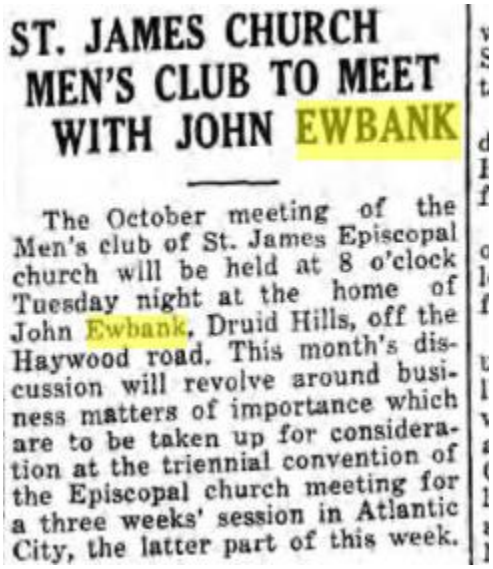


KNOOP IS HOME FROI' KOREA

Robert B. Knoop, son of Mr. and Mrs. R. M. Knoop of 201 Ewbank Drive, has been returned from Korea and discharged at Fort Jackson, S. C

He served two years of which 14 months was overseas.

Figure 16: Clip from Times-News July 26, 1954 confirming Knoop Ownership



ST. JAMES CHURCH MEN'S CLUB TO MEET WITH JOHN EWBANK

The October meeting of the Men's club of St. James Episcopal church will be held at 8 o'clock Tuesday night at the home of John Ewbank, Druid Hills, off the Haywood road. This month's discussion will revolve around business matters of importance which are to be taken up for consideration at the triennial convention of the Episcopal church meeting for a three weeks' session in Atlantic City, the latter part of this week.

Figure 17: Clip from Oct. 8, 1934 Hendersonville Times News noting the general location of John Ewbank's home

VI. Appendix A: Supporting Photographs

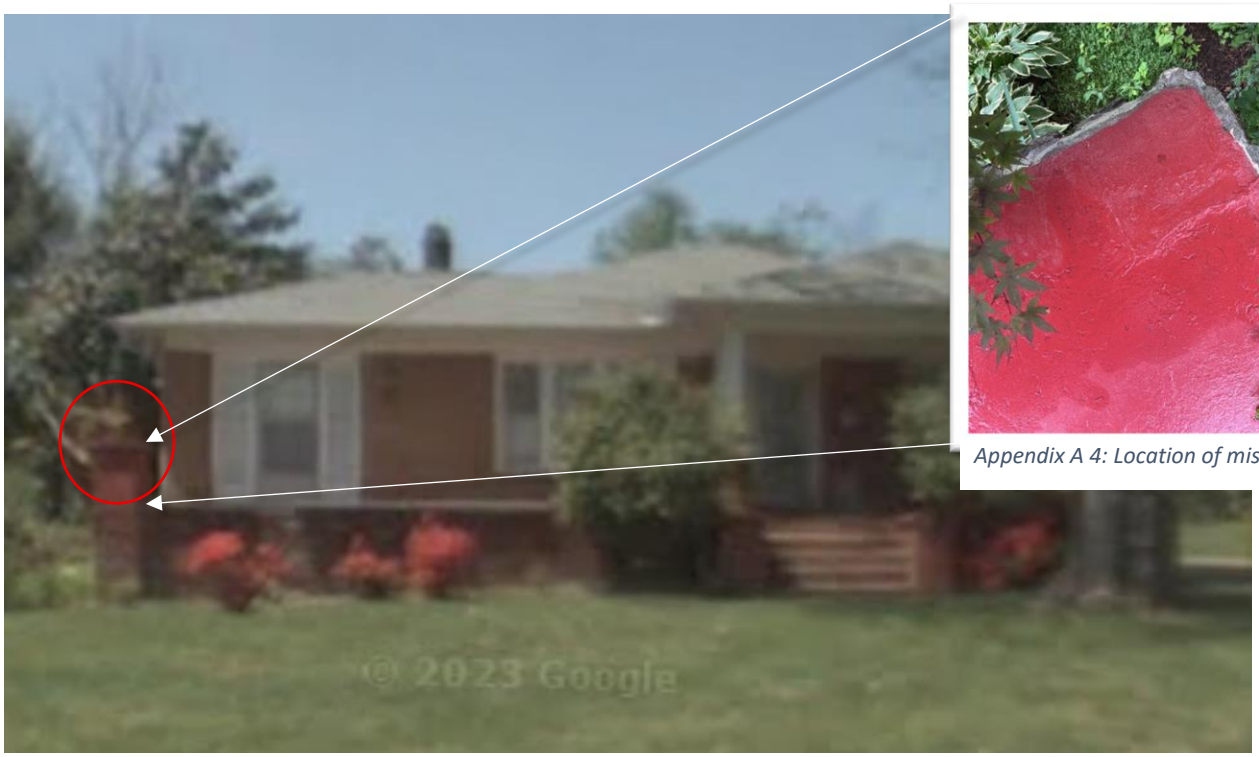
Front

Appendix A 1: Front of House at Midday

Appendix A 2: Front of House at Dusk

Appendix A 3a: Underside of Eaves

Appendix A 3: Front Porch



Appendix A 4: Location of missing pier

Appendix A 5: 2008 image - pier and brick porch facade are present

Appendix A 6: North Side

Appendix A 7: Southside patio

Appendix A 8: Rear of Home

Functioning Windows +

Appendix A 9: Set of 3 wood cased 6 over 1 windows featuring 3 small lights over 3 vertical lights over 1 single pane

Appendix A 10: Interior view of fully-functioning windows

Appendix A 11: 15 Lite Primary Front Door

Appendix A 12: 15-Lite Front Library Door featuring 2 - 10-pane Sidelites

Appendix A 14a: Example of original "wavy" glass

Appendix A 13: 15-Lite Side Stoop Door featuring 2 - 10-Pane Sidelites

Appendix A 15: Original sectional overhead garage doors featuring 4x4 panels with 4 panes across upper-mid section

Landscaping/Site Features

Appendix A 16: Silver Maples Lining Ewbank Dr (2013)

Appendix A 17: Hemlock Lined Border with Stone Edge – additional stonework under vegetation on right

Appendix A 18: Stone Sidewalk

Appendix A 19: Unusual Stone Ramp/Structure at Street

Appendix A 20: Magnolia Grove

Appendix A 21: Vegetable Garden behind Garage Apt

Appendix A 22: Curvilinear Landscaping

Appendix A 23: Stone edging and steppingstone path

Appendix A 24: Play area behind garage apartment

Appendix A 25: ADU (southeast corner)

Appendix A 26: ADU (north side + rear) behind Principal Structure

Appendix A 27: Treehouse in Side Yard

Appendix A 28: Accessory Storage Building (non-historic) with view of Long John Mtn in distance

Appendix A 29: Den featuring arched entryway to Living Space/Guest Room (entry was formerly doored but no original doors remain)

Appendix A 30: Reverse view showing original fireplace, wood floors, sconces and arched entryway to Library in distance (this entry was also formerly doored)

Appendix A 31: View of Library with Built-in Shelves - said to be the office Mayor Whitmire

Appendix A 32: Reverse angle of Library towards front porch entryway

Appendix A 33: Double Scones in Dining Room

Appendix A 34: Scones Close-up of Botanical Design

Appendix A 35: Example of Original Door Knobs

Appendix A 36: Built-in Cabinetry in Kitchen

Appendix A 37: Cellar

Needed Repairs

Appendix A 38: Concrete front porch has been stabilized and sealed previously but attempts to reseal have not held. Water intrusion is a concern and a permanent fix, including possibly covering the uncovered section, is needed

Appendix A 39: Portions of the brick facade need repointing. Also visible in photo is the distinction between the brick used for foundation and brick used for façade

Brick Details

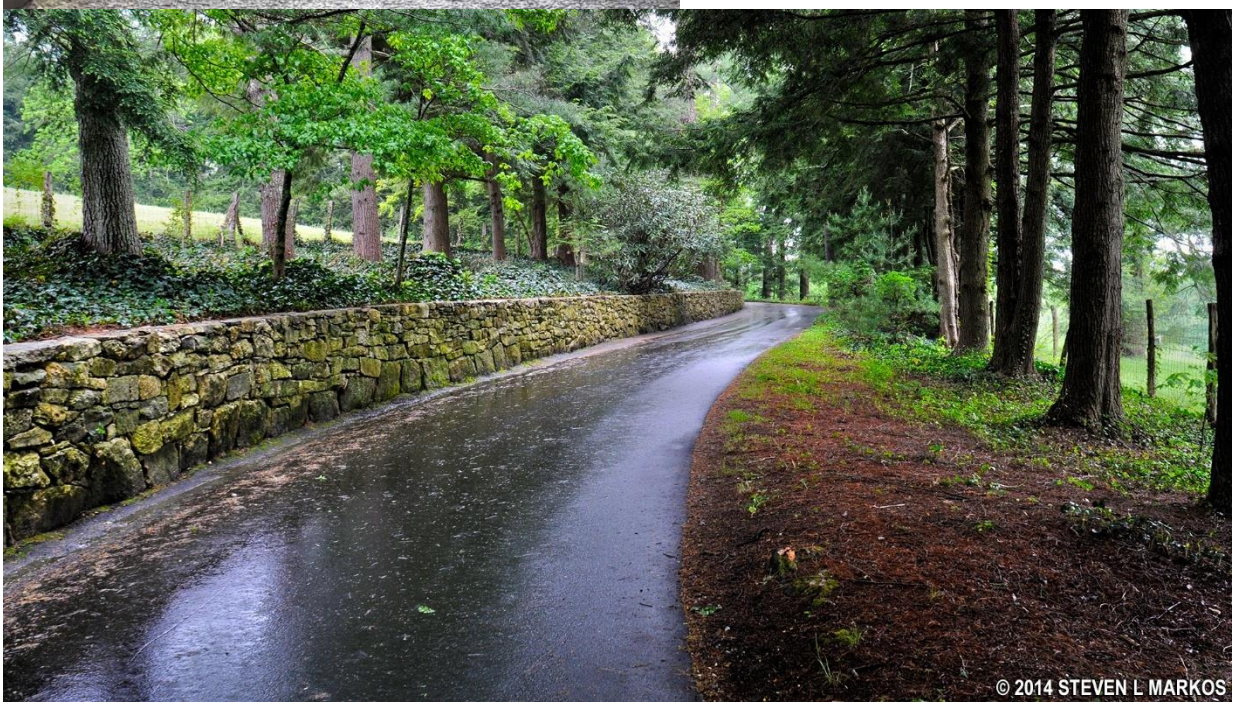
Appendix A: 39 Foundation Brick

Appendix A: 40 Façade Brick

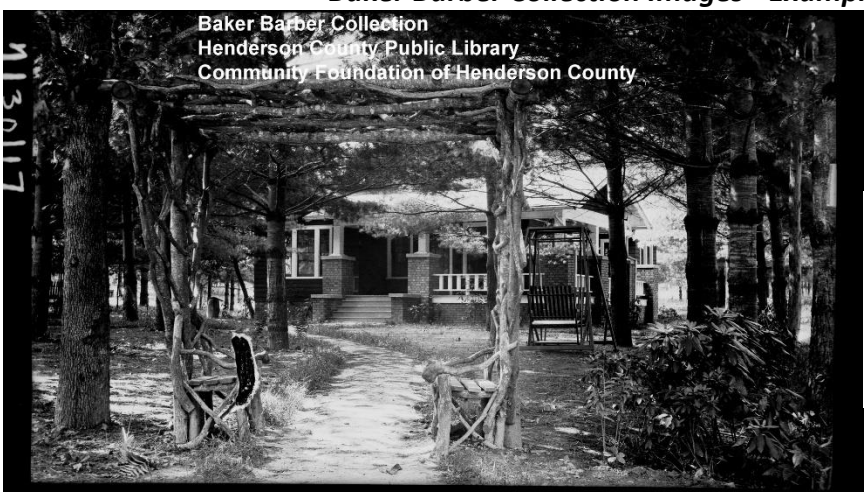
Baler Appendix A: 41 Solider Course between foundation and facade

Examples of Similar Historic S

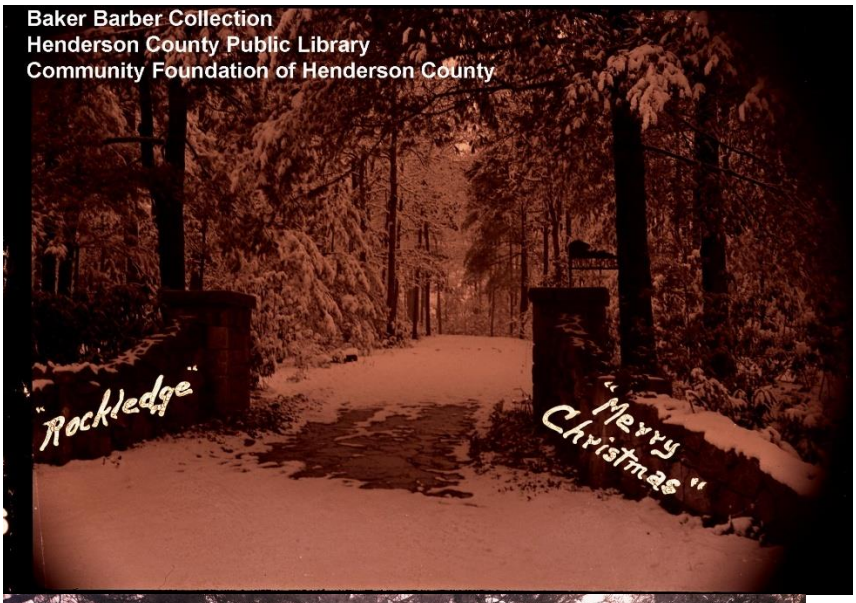
Appendix A 42: Images of Connemara - Carl Sandburg Home Driveway

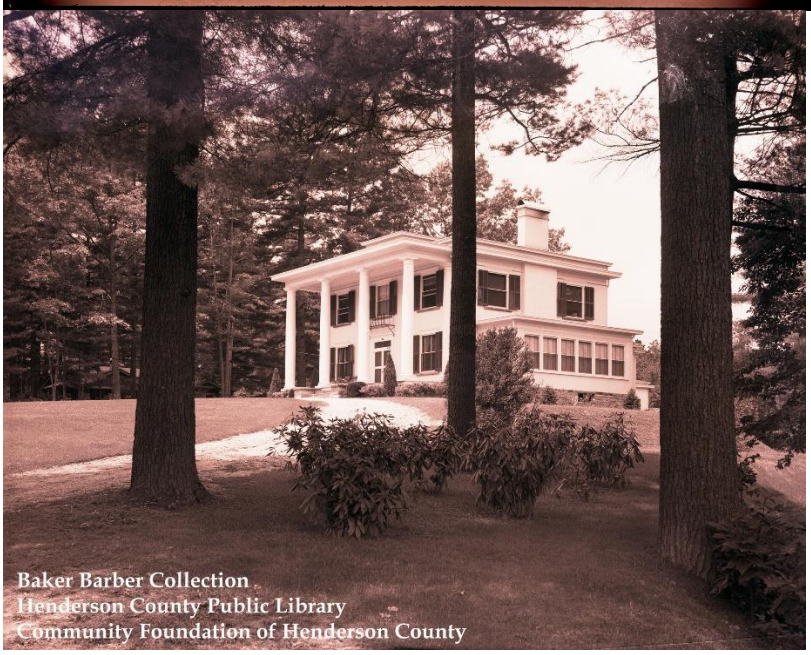


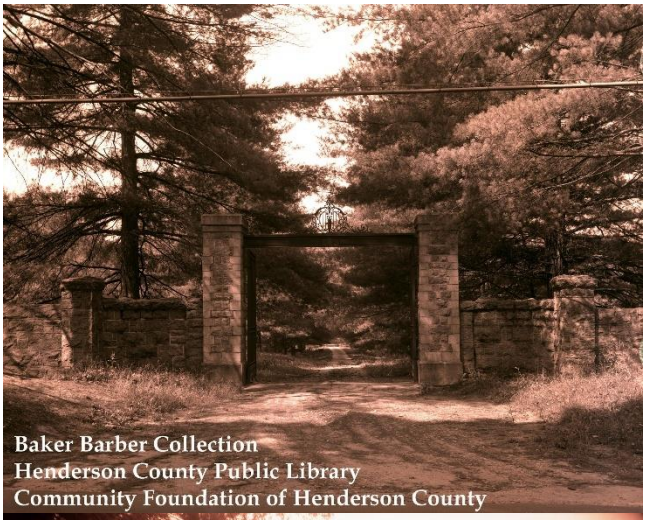
Baker Barber Collection Images - Examples of Similar Historic S



Appendix A 43: Various local images of similar settings featuring native vegetation, stone work, curvilinear designs and gravel drives.






Baker Barber Collection
Henderson County Public Library
Community Foundation of Henderson County

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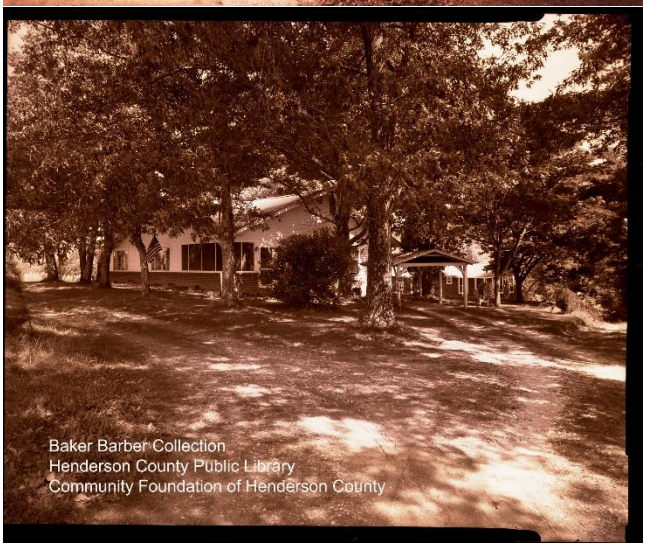
Community Foundation of Henderson County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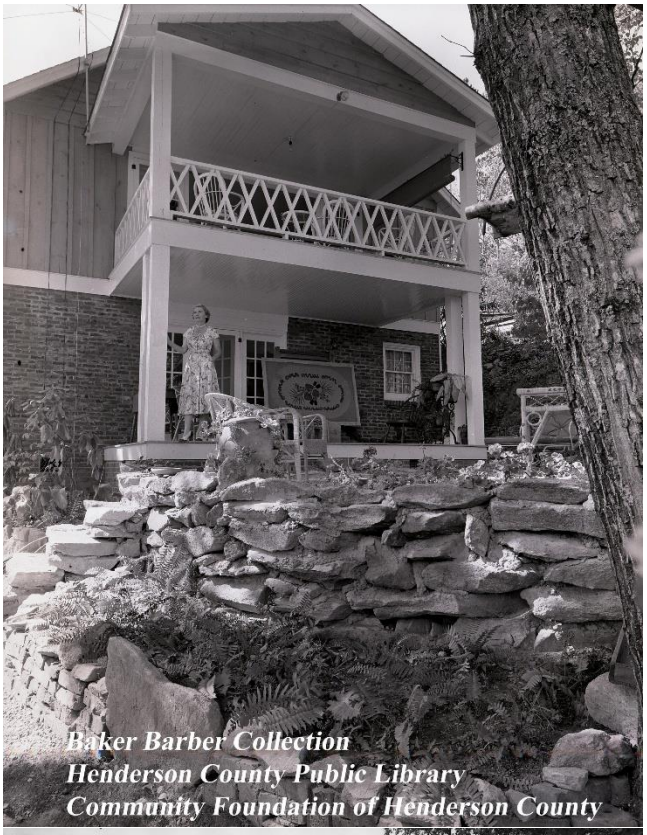
Community Foundation of Henderson County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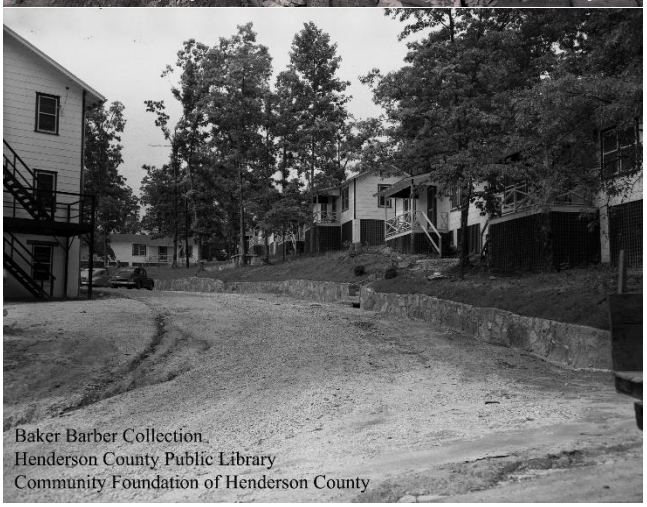
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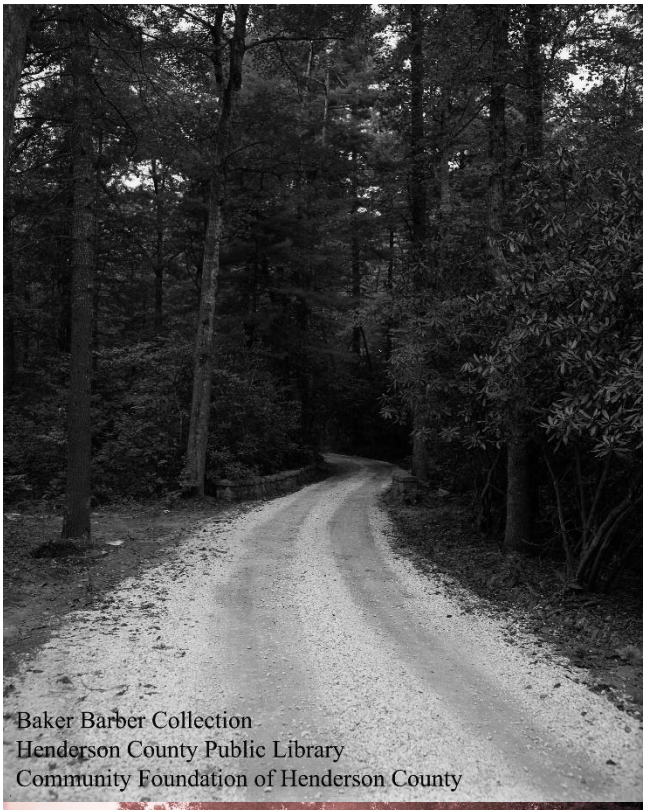
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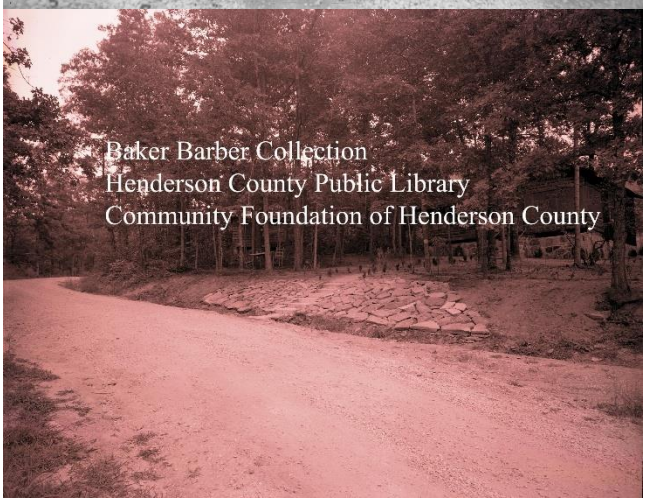
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Henderson County Public Library
Community Foundation of Henderson County

VII. Appendix B – Local Context & Comparison

Comparison of Subject Property to Other Local Contributing Craftsman/Bungalow Structures (Commission, 2025)

	Address	District	Year Built	Description
	201 Ewbank Dr	Subject Property – Local Landmark Candidate	1924	**Principal Structure -** One-story brick Craftsman bungalow with hip roof, deep eaves, exposed rafters, front porch with tappered columns. **Contributing Garage** – Two-story, two bay with matching materials and architectural features.
	1629 Druid Hills Ave	Druid Hills	1926	**Principal Structure** - One-story Craftsman Bungalow style with a hip roof and brick veneer walls. There is an attached porch with a front gable roof supported by knee braces. Details include a brick archway beneath the gable roof, a brick balustrade, brick cheekwalls on the central steps, and brick posts. Windows are six-over-one, single, double, and triple. Front door is three-light over panel. Steps have river rock cheekwalls, and there is a river rock retaining wall along the base of the hill. **Contributing Garage -** Two-story hip roof building with brick veneer on the first level and shingles and board and batten siding on the second.

	622 4th Ave W	West Side	1925	**Principal Structu** One-story Craftsman bungalow with a notable green tile hip roof, striated tan brick walls, and a porte cochere on the east side. **Contributing Garage -** Notable one-story, two-bay, brick veneer garage with green tile hip roof like main house.
	1423 Ridgecrest Dr	Hyman Heights	1926	**Principal Structure -** Vernacular Bungalow style one-story plus basement at rear house with a hip roof. Walls are brick veneer. Attached front porch has brick posts and a hip roof. Windows are three-vertical-over-one.
	910 Highland Ave	Cold Spring Park	1935	**Principal Structure -** This one-story-plus-basement, side-gable Craftsman bungalow has exposed rafter ends, complex knee braces, German siding, and a front-gable front porch with knee braces, replacement posts and balustrade. There is an interior brick chimney, brick foundation, windows are paired and single one-over-one replacement sash, and door is single-light-over-panel.

Proximity to Pre-WWII Historic Structures / Historic Res

APPLICATION FOR LOCAL HISTORIC LANDMARK DESIGNATION

160 6th Ave. E. ~ Hendersonville, NC ~ 28792
Phone (828)697-3010 ~ Fax (828) 697-6185
www.hendersonvillenc.gov

HENDERSONVILLE HISTORIC PRESERVATION COMMISSION

The following are required to constitute a complete application:
~ This form including the property owner's signature.
~ A designation report with information required by City Code 28-77(c).

Date 7/23/2025

Property Common Name The Manley's House

Other Name(s) Mayor Whitmire House, "Sans

Address of Property 201 Ewbank Dr

PIN 9569-24-7137

Ownership: ☐ Public ☑ Private

Property Owner: Name Matthew & Molly Manley

Mailing Address 201 Ewbank Dr Hendersonville, NC

Phone 864-201-8941

E-mail matthewcmanley@gmail.com

Category: ☑ Building ☑ Other structure ☐ Object/Artistic feature ☐ Site ☐ District

Brief description of property including historic use, current use, and features to be including in designation.

This 101 year old home sits prominently at the corner of Ewbank Dr & Higate Rd in the neighborhood general referred to as Druid Hills. In its 100 year history, it was most notably the home of Mayor Boyce Whitmire during his time as Mayor. Mayor Whitemire is in the Hendersonville Walk of Fame/People's Museum and was the Mayor when the serpentine was installed on Main St. Built in 1924, this 1-story bungalow features many original features including windows, doors and decorative exposed rafters under the eaves. Additionally, a 2-story garage w/ apartment sits behind the principal structure. This accessory structure utilizes the same architectural style and details as the principal home.

Signature of the property owner(s) acknowledges that if City Council adopts an ordinance designating the property a local historic landmark the property will be bound by the requirements of City Code Chp. 28 and any other applicable regulations, including the requirement to obtain a Certificates of Appropriateness permit prior to any changes to the landmark.

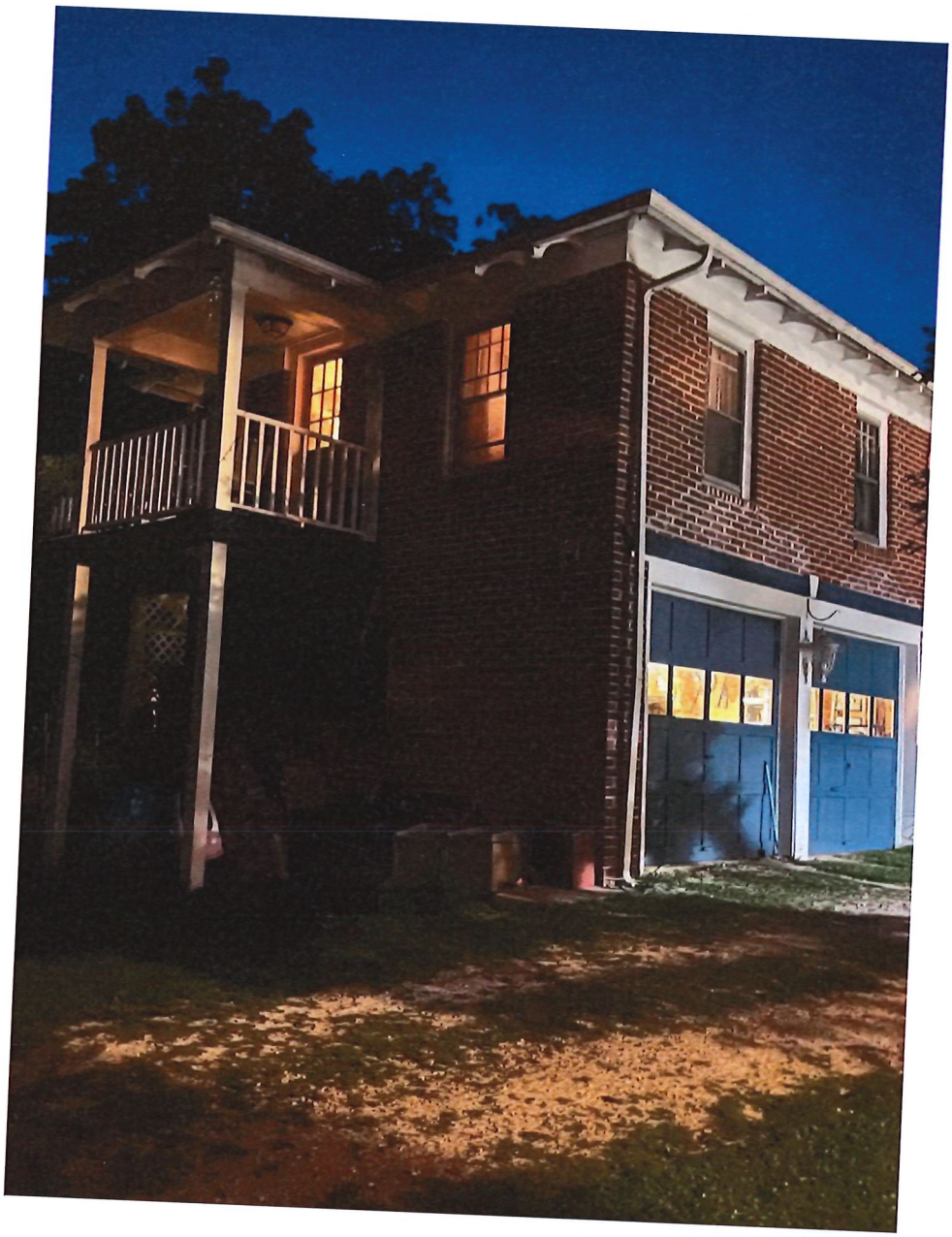
Owner's Signature Matthew C. Manley Digitally signed by Matthew C. Manley DN: C=US, E=matthewcmanley@gmail.com, CN=Matthew C. Manley Date: 2025.07.24 11:39:27-04'00'

Owner's Signature Molly G. Manley Digitally signed by Molly G. Manley DN: C=US, E=molly.grigsby@gmail.com, CN=Molly G. Manley Date: 2025.07.24 11:40:28-04'00'

Printed Name Matthew C. Manley

Printed Name Molly G. Manley

Official Use:
DATE RECEIVED: _____ **BY** _____



BlueRidgeNow | Times-News

NEWS

Walk of Fame: Mayor Whitmire led city into the modern era

Andrew Mundhenk Times-News staff writer

Dec. 14, 2016, 3:00 a.m. ET

Boyce Augustus Whitmire Sr. (1905-1989) was known as senator, representative, mayor, Boyce, Daddy, Papaw, B.A. or even Bot. However way you knew him, you knew someone who left an irreplaceable footprint on Henderson County.

Whitmire was a Hendersonville High graduate and served as a prominent attorney in the city for more than 50 years. After his death, the Times-News stated, "Mr. Whitmire (had) the vision of a forward-looking politician and was a strong transitional leader when it was needed."

Boyce was born in Transylvania County, and moved with his family to Hendersonville when he was 5. He lived there until his death. His father, W.P. Whitmire, was the first mayor of Brevard and his brother, Lee Whitmire, served in the N.C. Legislature, so a love of politics was in his blood.

Boyce was elect the N.C. House and Senate before being elected mayor of Hendersonville from 1969 to 1977. He also served three years on the Henderson County school board and 12 years a trustee for Western Carolina University.

During Mayor Whitmire's administration, he led the city into the modern era. One of his passions was public housing. The Brooklyn area off Seventh Avenue was a pocket of poverty and substandard housing, and Whitmire oversaw the urban renewal project now known as Green Meadows.

He was relentless in pushing for planning and zoning. He presided over the construction of Four Seasons Boulevard and Spartanburg Highway. Streets were paved, lights were installed and the city limits were expanded along commercial corridors to control Hendersonville's growth rather than be controlled by the growth.

During his tenure as mayor, Whitmire also established the Hendersonville Park and Recreation Department and Patton Park became a reality. The current Whitmire Recreation Center is named in his honor.

Prior to his time as mayor, Whitmire was a charter member and first president of the local YMCA. He was also a strong supporter of the arts, and was instrumental in having the Flat Rock Playhouse dedicated as the State Theatre of N.C. (1961) during his time in the N.C. Senate.

"One would be hard pressed to categorize which of Mr. Whitmire's contributions have had more significance, been longer lasting or contributed most to the quality of life in Henderson County," said Whitmire's son, John, who nominated his father for the Walk of Fame. "They continue to impact the live of Henderson County residents, even in 2016."

D.K.
P.W.

29

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

This Deed, Made this 18th day of October, in the year of our Lord, one thousand nine hundred and Sixty-seven, between

MARTHA B. KNOOP (widow)

of the County of Henderson, and State of North Carolina, of the first part, and

BOYCE A. WHITMIRE, Sr. and wife, HAZEL PATRICIA WHITMIRE

of the County of Henderson, and State of North Carolina, of the second part,

WITNESSETH:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of ($10.00) Ten dollars and other valuable considerations DOLLARS, in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has Bargained and Sold, Conveyed and Confirmed, and by these presents do Bargain and Sell and Convey and Confirm, unto the said parties of the second part, their heirs and assigns forever, all the following described piece or parcel of land lying and being in the Township of Hendersonville, County of Henderson, and State of North Carolina, and known and designated as follows, viz:

TRACT #1: BEGINNING at an iron pin in the West margin of Ewbank Drive and in the North margin of an alley, the Southeast corner of Lot #1 as shown on a plat as recorded in Map Book #1, page #107 of the records of Maps for Henderson Coutny and running thence with the North margin of said alley North 86 deg. 46 min. West 178.3 feet to an iron pin; thence still with the said alley North 9 deg. 24 min. 128 feet to the Southwest corner of the 0.37 acre tract as conveyed by the parties of the first part to E. J. Anders; thence with the South line of said tract South 86deg. 46 min. East 208.9 feet to an iron pin in the West margin of Ewbank Drive; thence with same South 4 deg. 22 min. West 125.6 feet to the point of Beginning.

TRACT #2: BEGINNING at a stake in the R. R. Keith line, said stake standing in the intersection of the South margin of Highland Drive and the West margin of a 16 foot alley, and lying West of the C. V. Peck property, and running thence with the West margin of said alley, North 9 deg. 24 min. West 147.6 feet to a stake in the Southeast corner of that 0.26 acre tract as conveyed by Cyrus V. Peck and wife, et to E. J. Anders and running thence with the South line of said tract North 86deg. 46 min. West, 150 feet to a stake the Southwest corner of the above mentioned 0.26 acre tract; thence with the original line South 9 deg. 24 min. East 147.6 feet to a stake in the R. R. Keith line; thence South 86 deg. 46 min. East 150 feet to the Point of Beginning. This deed is intended to convey and does convey to the said parties of the second part the right of way mentioned in that deed from Kate S. Anders and Cyrus V. Peck and wife, Ina S. Peck, said deed being dated February 13, 1947 and recorded in Book 271, at page 210 of the Records of Deeds for Henderson County, N. C.

The above two tracts being all of that property described in a deed from Cyrus V. Peck and wife Ina S. Peck to R. M. Knoop and wife, Martha B. Knoop, dated August 23, 1948, and recorded in Deed Book 284, at page 62, of the Official Registry of Henderson County, N. C.

Also conveyed all of that property described in a deed from Joan Luther Isaac and husband, to Roy M. Knoop and wife, dated June 12, 1965, and recorded in Deed Book 432, at page 155, of the Official Registry of Henderson County. Also that small strip of land, adjoining Ewbank Drive, and lying between the Knoop property and the Keith property.

30

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appertaining, unto the said part ies of the second part, their heirs and assigns forever.

And the said part y of the first part do es covenant with the said part ies of the second part, their heirs and assigns, as follows: FIRST, that the said part y of the first part is the owner and lawfully seized of said land and premises. SECOND, That she has good right and full power to convey the same. THIRD, That the same are free from all incumbrances whatsoever. And, FOURTH, That the said part ies of the second part, their heirs and assigns, shall quietly enjoy and possess the same, and that the said part y of the first part, her heirs, executors and administrators, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, The said part y of the first part has hereunto set her hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Martha B. Knoop (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Guy Patrick Whitmire, a Notary Public, in and for the above County and State, do hereby certify that MARTHA B. KNOOP (widow)

personally appeared before me this day and acknowledged the due execution by her of the foregoing Deed of conveyance.

WITNESS my hand and notarial seal, this day of October, A. D. 19 67

My commission expires My Commission Expires Aug. 17, 1968

Guy Patrick Whitmire
Notary Public

STATE OF , COUNTY OF

I, , a Notary Public, in and for the above County and State, do hereby certify that

personally appeared before me this day and acknowledged the due execution by of the foregoing Deed of conveyance.

WITNESS my hand and notarial seal, this day of , A. D. 19

My commission expires

Notary Public

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

The foregoing certificate of Guy Patrick Whitmire a Notary Public, Outside of Henderson County, and State of N. C., is adjudged to be correct. ~~Therefore, let the foregoing Deed, with the certificates, be registered.~~

This 18 day of Oct, 1967

Chief Deputy Court, Henderson County

WARRANTY

DEED

MARTHA B. KNOOP (widow)

TO

mail: BOYCE A. WHITMIRE, Sr. and wife, HAZEL PATRICIA WHITMIRE

Consideration $

Date , 19

FILED FOR RECORD in the office of the Register of Deeds for Henderson County, North Carolina, on this 18 day of Oct, 19 67 at 3:20 o'clock, P. M., and Recorded and Verified on the 23 day of Oct, 19 67 at 11:30 o'clock, A. M. in Book 453 at Page 29

Register of Deeds, Henderson County

By Assistant

PREPARED BY:

Boyce A. Whitmire, Attorney

Hendersonville, N. C.

Printed and For Sale By
FLANAGAN PRINTING COMPANY
Hendersonville, N. C.

Stamps: $148.00

531

This Instrument Prepared by
R. L. WHITMIRE, JR.

State of North Carolina
County of Henderson

This Indenture, Made this 20th day of May, 1992, by and between

PATRICIA WHITMIRE JACKSON (formerly PATRICIA WHITMIRE JOHNSON) and husband, FRED JACKSON hereinafter called Grantors, and

CHARLES E. HAMBLIN and wife, WILMA M. HAMBLIN
P.O. Box 14446, Bradenton, FL 34280 hereinafter called Grantees, (said designations shall include the respective parties, whether one or more, individual or corporate, and their respective successors in interest or assigns).

WHEREAS, the hereinafter described property was owned by Boyce A. Whitmire, Sr., widower, at the time of his death, testate; and, WHEREAS, the Will of Boyce A. Whitmire, Sr. is of record in the office of the Clerk of Superior Court for Henderson County, in File 89-E-167; and WHEREAS, the female Grantor was the sole devisee under said Will; NOW, THEREFORE:

Witnesseth: That the Grantors, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to them in hand paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns (subject, however, to any conditions, restrictions, limitations, reservations or exceptions appearing after the description below), the following particularly described real estate, located in Hendersonville Township, Henderson County, North Carolina, to-wit:

BEGINNING at an iron pin located in the western margin of the right of way of Ewbank Drive (S.R. 1401) and also the northeastern most corner of the Ewbank Gardens Condominiums as shown in Condominium Cabinet A at Slide 253, Henderson County Registry, and running thence from said beginning point and with the northern line of the Ewbank Gardens Condominium property, North 86° 55' 19" West 191.34 feet to an iron pin; thence North 10° 37' 00" West 139.07 feet to an iron pin; thence South 86° 51' 41" East 226.55 feet to an iron pin in the western margin of the right of way of Ewbank Drive; thence with said Ewbank Drive, South 04° 02' 49" West 134.90 feet to the point and place of BEGINNING, containing .65 acres, more or less as shown on plat prepared by Freeland-Clinkscales, RLS, dated May 5, 1992, Dwg. No. HNC 12234.

Being the greater portion of the Boyce A. Whitmire, Sr. et ux property as described in Deed Book 453 at page 29, Henderson County Registry.

~~The Grantors hereby reserve for themselves, their heirs and assigns, the right to use the 16 foot right of way adjoining and along the western line of the above described property for the purpose of ingress and egress for the remainder of the said Whitmire property.~~ PWJ FJ

STATE OF NORTH CAROLINA Real Estate Excise Tax
MAY 21 '92
148.00
5-21-92

To Have and to Hold the above described land and premises, with all appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

And the Grantors covenant to and with the Grantees, their heirs and/or successors and assigns, that the Grantors are lawfully seized in fee simple of said land and premises, and have full right and power to convey the same to the Grantees in fee simple, and that said land and premises are free from any and all encumbrances (with the exceptions above stated, if any), and that they will and their heirs, executors, administrators and/or successors shall forever warrant and defend the title to said land and premises, with the appurtenances, unto the Grantees, their heirs and/or successors and assigns, against the lawful claims of all persons whomsoever.

In Witness Whereof, the Grantors have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

Patricia Whitmire Jackson [SEAL]
PATRICIA WHITMIRE JACKSON (formerly Patricia Whitmire Johnson) [SEAL]

Fred Jackson [SEAL]
FRED JACKSON [SEAL]

532

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Diane Masters, a Notary Public of said County and State, do hereby certify that PATRICIA WHITMIRE JACKSON (formerly Patricia Whitmire Johnson) and husband, FRED JACKSON personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this 20th day of May, 19 92

My commission expires 7/13/96 Diane Masters
Notary Public

STATE OF _____, COUNTY OF _____

This the _____ day of _____, 19_____, personally came before me, the undersigned Notary Public in and for the aforesaid County and State, _____, who, being duly sworn, says that he is President (or Vice President) of _____, and that the seal affixed to the foregoing instrument in writing is the corporate seal of said Corporation, and that said writing was signed by him in behalf of said Corporation by its authority duly given. And the said _____ acknowledged the said writing to be the act and deed of said Corporation.

My commission expires _____
Notary Public

STATE OF _____, COUNTY OF _____

I, _____ a Notary Public of said County and State, do hereby certify that _____

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and notarial seal, this _____ day of _____, 19_____

My commission expires _____
Notary Public

State of North Carolina
County of Henderson

PATRICIA WHITMIRE JACKSON (formerly PATRICIA WHITMIRE JOHNSON) and husband, FRED JACKSON

— TO —

CHARLES E. HAMBLIN and wife, WILMA M. HAMBLIN

Deed

PREPARED BY
WHITMIRE & WHITMIRE
Attorneys At Law
410 Fifth Avenue West
Suite 2 — Green Building
Hendersonville, North Carolina

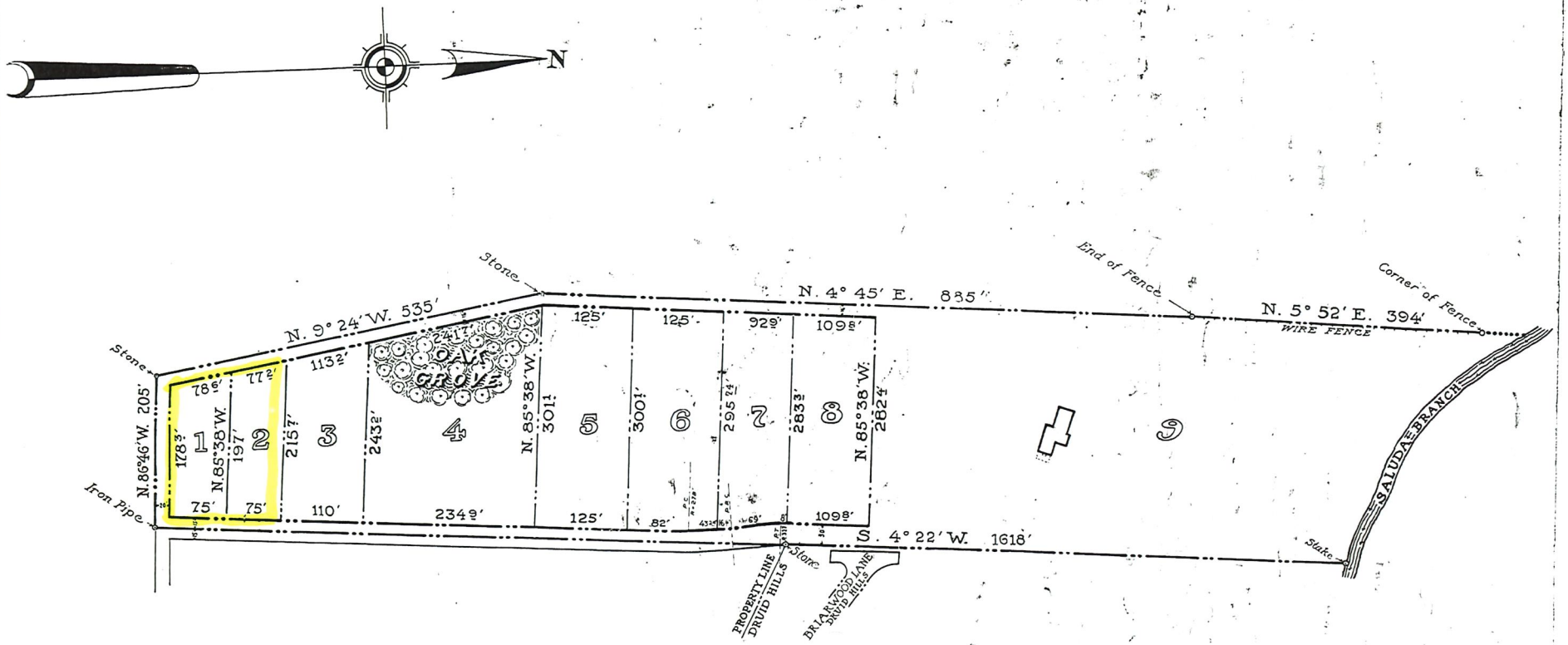
NORTH CAROLINA, HENDERSON COUNTY

The foregoing certificate(s) of Diane Masters

Notary Public (Notaries Public) is/are certified to be correct. This instrument presented for registration and recorded in this office this 21 day of May, 19 92, at 11:26 A M in Book 798 Page 531, and verified.

Ruby D Maxwell
Register of Deeds

Linda Hoze Cutt
(Assistant) (Deputy)



PROPERTY OF
JOHN EWBANK
ADJOINING DRUID HILLS
HENDERSON COUNTY, N.C.

OFFICE OF GEO. KERSHAW, C.E.
HENDERSONVILLE, N.C.
DECEMBER 18, 1925.

SCALE, 1"-40

CITY OF HENDERSONVILLE

STAFF REPORT

LANDMARK NOMINATION

The Ewbank-Whitmire House (201 Ewbank Drive)

The subject property is a well-preserved 1924–25 Craftsman-style bungalow notable for its architectural integrity and original features, including roofline, windows, doors, porch columns, interior millwork, arched doorways, and built-in cabinetry. It was originally associated with the locally prominent Ewbank family and later became the home of Mayor Boyce Whitmire, who lived there from 1967 to 1989 and led significant city improvements, including the Main Street serpentine design and Spartanburg Highway construction. The property sits at the corner of Ewbank Drive and Higate Road in the Druid Hills neighborhood, maintaining a historic setting with native plantings and locally quarried stone despite surrounding mid- to late-20th-century development. Its combination of historic associations and intact architectural character makes it a Local Landmark worthy of preservation.

Criteria for Landmarking:

The Historic Preservation Commission Landmark Program seeks to honor properties with historic significance in the City of Hendersonville. Identifying these properties and ensuring that they meet at least one criteria below is an important way to showcase the historic significance of the subject property.

A. Associated with events that have made a significant contribution to the broad patterns of our history; or

B. That are associated with the lives of persons significant in our past; or
    a. The Whitmire House is associated with Mayor Boyce Whitmire, who lived in the home during his tenure and oversaw significant city improvements, including the construction of Spartanburg Highway and the introduction of the serpentine design on Main Street.
C. That embody the distinctive characteristic of a type, period, or method of construction, or that represent the works of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
    a. The Whitmire House is an outstanding example of Craftsman-style architecture, a style that gained popularity in the early 20th century. The home retains many of its original Craftsman features, including a low-pitched roof, exposed rafter tails, and six-over-one windows.
D. That have yielded, or may be likely to yield, information important in prehistory or history; or
    a. Not Applicable
E. Has significance to a particular community or communities in the City of Hendersonville.
    a. Not Applicable

HPC Decision

At its November 19th, 2025 meeting, the HPC voted (7-1) recommended for approval the landmark designation of the Ewbank-Whitmire House.

Conditions:

- The Name be changed to the Ewbank-Whitmire House.

After recording return to: City of Hendersonville Box

Ordinance # ___ - _____

AN ORDINANCE DESIGNATING PROPERTY KNOWN AS THE EWBANK WHITMIRE HOUSE (PIN 9569-24-7137) AS A LOCAL HISTORIC LANDMARK

Re: Local Historic Landmark Designation
Property Owners: Matthew and Molly Manley
File No: 25-03-LL

WHEREAS, pursuant to N.C. General Statutes Sections. 160D-942 and Chapter 28 of the Code of Ordinances of the City of Hendersonville, the City has the authority for designation of a local historic landmark; and

WHEREAS, Henderson County Tax Records for Parcels # 9569-24-7137, located at 201 Ewbank Drive and known as the Ewbank-Whitmire House, lists Matthew and Molly Manley as the property owners; and

WHEREAS, The property owners have caused to be made an investigation and report on the historic, architectural, and cultural significance of the buildings and property proposed for designation located at 201 Ewbank Drive; and

WHEREAS, the North Carolina Department of Cultural Resources has reviewed and commented on the proposed designation; and

WHEREAS, a public hearing on the designation of the Ewbank-Whitmire House was held by the Hendersonville Historic Preservation Commission on November 19th, 2025 and the following findings were made:

a. The home was constructed between 1924-1925.
b. The home is architecturally significant due to its craftsman style elements.
c. The home is locally significant because it was the home of Mayor Boyce C. Whitmire during his tenure as Mayor.

WHEREAS, a public hearing on the designation of the Ewbank-Whitmire House as a local historic landmark was held by the City of Hendersonville City Council on December 4th, 2025 and approved an ordinance designating the 0.66 acre site of the Ewbank-Whitmire House, being a portion of PIN 9569-24-7137, as a Local Landmark.

WHEREAS, the Hendersonville City Council has taken into full consideration all statements and information presented at its public hearing on December 4th, 2025, and considered the recommendation of the Hendersonville Historic Preservation Commission after its public hearing held on November 19th, 2025, on the question of designating the property known as the Ewbank-Whitmire House, being a portion of PIN 9569-24-7137, as a local historic landmark.

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

Section 1. The findings set out above are hereby amending the adoption, and the property known as the Ewbank-Whitmire House, located at 201 Ewbank Drive, and more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, is hereby designated as a local historic landmark pursuant to Part 942 Chapter 160D of the North Carolina General Statutes and Section 28 of the Code of Ordinances of the City of Hendersonville, and is subject to the conditions and restrictions set forth therein and below:

a. The main structure and associated outbuilding, and all of the below described acreage described in Exhibit A, shall not be demolished, materially altered, restored, or removed, nor any new structure built upon the lot without a Certificate of Appropriateness issued by the Hendersonville Historic Preservation Commission.

b. The Certificate of Appropriateness shall reference the Historic Preservation Commission Residential Design Guidelines.

c. Any application for demolition of the home or the outbuilding shall require the waiting period set forth in Part 942 of Chapter 160D of the North Carolina General Statutes.

Section 2. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 3. All ordinances and clauses of ordinances in conflict herewith be and are hereby repealed, to the extent of such conflict.

Section 4. This ordinance shall be in full force and effect on the date of adoption.

Section 5. Violation of this ordinance shall be subject to the remedies set forth in Section 1-6 of the City Code, in addition to other remedies provided by law.

Adopted by the City Council at a meeting held on the 4th day of December, 2025.

Attest:

_____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

Witness my hand and notarial seal, this _____ day of _____, 20_____.

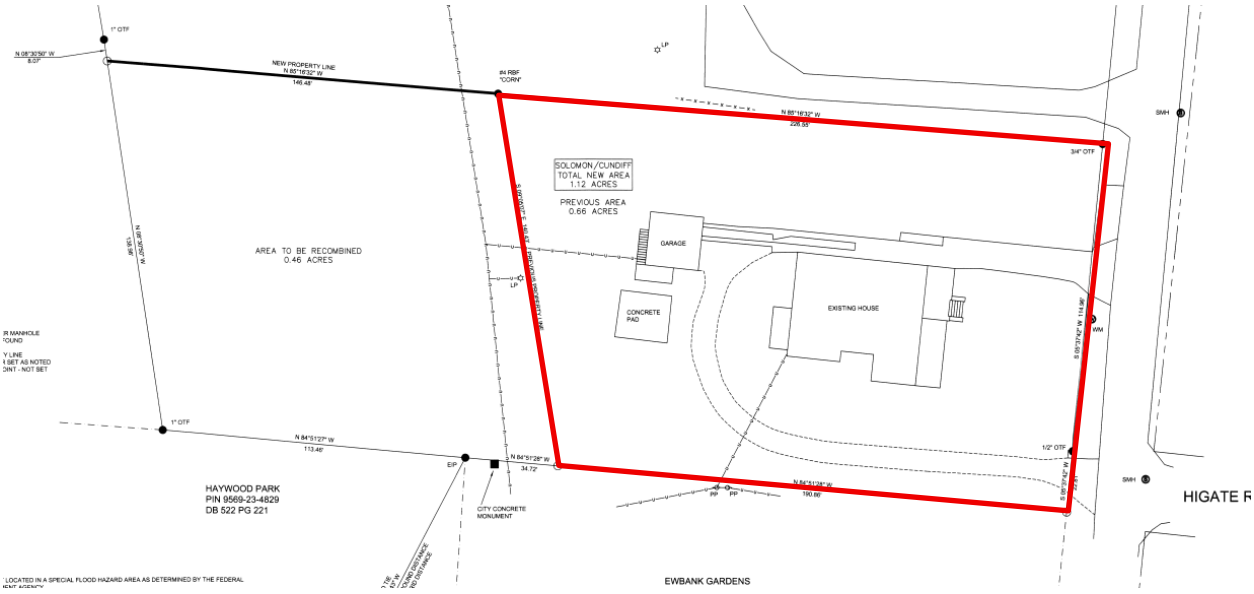
My commission expires:

_____

Exhibit A

SUBJECT PROPERTY – LOCAL LANDMARK DESIGNATION

Being a portion of that property described in Deed Book 3659 page 429, Henderson County Registry, BEGINNING at a point in the western margin of Ewbank Drive, said point being the southeastern most corner of the Solomon/Cundiff property as shown on that plat recorded in Plat Book 2015 at page 9722, Henderson County registry (hereinafter the "Solomon Plat"), thence N 84°51'28"W a distance of 190.86 feet, thence with the line identified as "Previous Property Line" on the Solomon Plat N 09°05'07"W a distance of 140.43 feet to a #4 rebar identified as "Corn" on the Solomon Plat, thence S 85°16'32"E a distance of 226.55' to a ¾" open top pipe in the western margin of Ewbank Drive, thence with the western margin of Ewbank Drive S 05°37'42"W a distance of 137.77 feet back to the point and place of BEGINNING and being 0.66 acres, more or less.



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations of eligibility for individual properties or districts. See instructions in *Guidelines for Completing National Register Forms* (National Register Bulletin 16). Complete each item by marking "x" in the appropriate box or by entering the requested information. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, styles, materials, and areas of significance, enter only the categories and subcategories listed in the instructions. For additional space use continuation sheets (Form 10-900a). Type all entries.

1. Name of Property

historic name The Waverly

other names/site number Anderson Boarding House

2. Location

street & number 783 N. Main Street N/A not for publication

city, town Hendersonville N/A vicinity

state North Carolina code NC county Henderson code 089 zip code 28739

3. Classification

Ownership of Property	Category of Property	Number of Resources within Property	
		Contributing	Noncontributing
[X] private	[X] building(s)	1	____ buildings
[ ] public-local	[ ] district	____	____ sites
[ ] public-State	[ ] site	____	____ structures
[ ] public-Federal	[ ] structure	____	____ objects
	[ ] object	1	0 Total

Name of related multiple property listing:
Historic and Architectural Properties in Hendersonville, NC: A Partial Inventory

Number of contributing resources previously listed in the National Register 0

4. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act of 1966, as amended, I hereby certify that this [X] nomination [ ] request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property [X] meets [ ] does not meet the National Register criteria. [ ] See continuation sheet.

William S. Price, Jr. 12-28-88

Signature of certifying official Date

State Historic Preservation Officer

State or Federal agency and bureau

In my opinion, the property [ ] meets [ ] does not meet the National Register criteria. [ ] See continuation sheet.

Signature of commenting or other official Date

State or Federal agency and bureau

5. National Park Service Certification

I, hereby, certify that this property is:

[ ] entered in the National Register.
[ ] See continuation sheet.

[ ] determined eligible for the National Register. [ ] See continuation sheet.

[ ] determined not eligible for the National Register.

[ ] removed from the National Register.

[ ] other, (explain:) ____

Signature of the Keeper Date of Action

6. Function or Use

Historic Functions (enter categories from instructions)

DOMESTIC: hotel

Current Functions (enter categories from instructions)

DOMESTIC: hotel

7. Description

Architectural Classification (enter categories from instructions)

Queen Anne

Materials (enter categories from instructions)

foundation stone
walls weatherboard
roof tin
other wood

Describe present and historic physical appearance.

The Waverly, a three-story frame Queen Anne style inn, sits on a narrow city lot at 783 North Main Street, on the west side of the street just north of Chewning House and separated from that inn by a paved parking lot which the two inns share. The handsome building was erected shortly after 1898, as a two-and-a-half story hotel with a one-story porch. Following a fire about 1910, which did extensive roof damage, the walls were extended up to create a third story, where the multiple dormered windows had been, and the original deck on hip roof with its two projecting interior brick chimneys was repaired. At this time a second story porch was added above the main facade porch, in the same gay Queen Anne design.

With the exception of the c.1940 addition of a one-story frame wing containing four additional guest rooms, and an upstairs bath added outside the main block above this wing, the removal of the railing around the roof deck and on the south side of the porch, and the enclosure of the porch bay adjacent to the dining room wing, the exterior of the Waverly has undergone no changes since the post-fire remodeling and is in remarkably pristine condition. The inn rests on an high quarried stone basement, is covered in plain siding, and has a pressed tin roof on the main block and porches. Windows are one-over-one sash with wide plain surrounds with a molded drip cap. Those on the main facade have louvered shutters (replacements of earlier louvered shutters). The main entrance, in the centre bay of the main (east) elevation, is the original double paneled and glazed door, set in an ornamental surround with fluted pilasters with applied floral jigsawn trim and a central jigsawn impost block with an applied three-leaf clover motif on the lintel over the door. The first story porch wraps around the north side to a one-story dining room wing. The central bay is pedimented, with paired turned posts with quarter-fan shaped brackets, and at the corners the posts are tripled. The entire porch has a railing with turned balusters and plain rails. The second story porch, three bays wide, echos the main porch. Above the main entrance, a single door with a transom and sidelights opens out onto the second story porch.

The interior of the Waverly is equally well-preserved. On the first floor, rooms are arranged around a wide centre hall with an arched spindle screen opening into the cross hall, which angles to the south, housing a magnificent Eastlake style stair, which rises against the back wall of the transverse hall, in two flights with a landing. The dark stained balustrade has pointed arch motifs on top of turned spindles, with massive square newel posts with intricate moldings and a turned ball termination. The closed string is decorated with latticework panels.

[X] See continuation sheet

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 7 Page 1

Beneath the staircase is the original registration desk. The parlor is located in the north front corner, and the dining room is behind it. Twenty-one guest rooms, with seventeen bathrooms, are located on the south side of the first floor, off the wide centre hall on the second floor and third floor, and in the added rear wing. All of the original symmetrically molded door surrounds, similar to that of the front door, survive, and vary slightly on each floor. The first floor door surrounds have corner blocks with triangular caps with circular and fleur-de-lis applied motifs; the second floor has simpler versions of the first floor, and the third floor has bulls eye corner blocks. Doors are original, with five raised panels and transoms. Several of the first floor rooms are connected with pocket doors. The original bathrooms are located at the rear of the second and third floor halls, but on the second floor a bath has been added in each guest room. On the third floor, each original large guest room has been subdivided into two smaller guest rooms. The weather lock at the hall entrance, the halls and stairs, and the dining room all display narrow beaded, vertical board wainscotting. All rooms are furnished with molded baseboards and picture rails. Guest rooms have secondary, louvered doors. Rooms adjacent to the two chimneys have coal fireplaces with simple, bracketed late Victorian mantels. The parlor mantel is embellished with colonnettes. The fireplace covers are brass.

8. Statement of Significance

Certifying official has considered the significance of this property in relation to other properties:

☐ nationally ☐ statewide ☒ locally

Applicable National Register Criteria ☒ A ☐ B ☒ C ☐ D

Criteria Considerations (Exceptions) ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G

Areas of Significance (enter categories from instructions)	Period of Significance	Significant Dates
ARCHITECTURE	c.1898-1929	c.1898
ENTERTAINMENT/RECREATION		c.1910

Cultural Affiliation
N/A

Significant Person
N/A

Architect/Builder
unknown

State significance of property, and justify criteria, criteria considerations, and areas and periods of significance noted above.

The Waverly is the oldest of the surviving hotels, boarding houses, and inns in Hendersonville. It was built c1898, survived a c1910 fire, and continues to serve as a boarding house today. It is eligible under criterion A as a fine illustration of the entertainment/recreation theme.

It also is significant under criterion C for architecture. It blends Victorian-era styles of Queen Anne and Eastlake and maintains a superior degree of integrity. The three-story frame structure has a two-tiered sawnwork-trimmed porch, widow's walk, and inside features a magnificent Eastlake stair and woodwork. It is the only surviving example of a Queen Anne style hotel in Hendersonville from the town's tourism glory days.

On January 1, 1898, J. F. Maloney and wife J. T. sold the less than one acre lot in Hendersonville to Maggie Anderson for $375.00 (Henderson County Deed Book 38, p. 50). She constructed the building soom afterward, calling it the Anderson Boarding House. Sometime after 1910, the upper one-and-a-half stories were damaged by fire. The repairs changed the Waverly to its current appearance. A documentary (enclosed) shows that the hotel was originally 2 ½-stories with a row of gabled dormers circling the hipped roof and a single tier porch. The Anderson Boarding House became the Waverly before 1915, since the Hendersonville city directory of that year lists it by that name at 783 N. Main Street.

On November 26, 1926, Maggie Anderson sold an half interest in the property to her sister, Bessie A. Egerton for "$10.00 and other valuable considerations" (Henderson County Deed Book 167, p.278). The sisters were among the numerous victims of the Depression, losing the hotel on the courthouse steps on February 1, 1930. It was bought by the Vacar Realty Company of Richmond, Virginia for $10,000.00 (Henderson County Deed Book 190, p.457). Four years later, on September 22, 1934, this same company sold it back to Maggie Anderson and Bessie Egerton for $10.00 "and other valuable considerations" (Henderson County Deed Book 207, pp.405-406).

☒ See continuation sheet

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Section number 8 Page 1

George B. Killen and wife Louise bought the Waverly for $10.00 and the assumption of an $8,200.00 note held by the Home Owners' Loan Corporation on June 26, 1938 (Henderson County Deed Book 222, p.298).

The Waverly had several subsequent owners, one of which, M. U. McCurry also owned Chewning House, which is located next door, separated by a parking lot. The current owner, John S. Sheiry, Jr. bought the property on June 13, 1988. He continues the Waverly's tradition of service as an inn to visitors and residents of Hendersonville.

CONTEXT

The Waverly, architecturally, is one of the most important buildings in Hendersonville. It is a prominent example of the elaborate Queen Anne style with some Eastlake elements. It is the only surviving functioning inn of this style from the early 20th century tourism boom in Hendersonville. It is an excellent representative of the Inns, Boarding Houses, and Hotels property type, and its relationship to Hendersonville is explained in "Tourism Development in Hendersonville, N C in the Railroad Years, 1879-1929," Hendersonville Multiple Property Documentation Form.

9. Major Bibliographical References

Section 7, Item F.

Henderson County Deed Books, North Carolina Archives, Raleigh, N C.

☐ See continuation sheet

Previous documentation on file (NPS):

- ☐ preliminary determination of individual listing (36 CFR 67) has been requested
- ☐ previously listed in the National Register
- ☐ previously determined eligible by the National Register
- ☐ designated a National Historic Landmark
- ☐ recorded by Historic American Buildings Survey # _____
- ☐ recorded by Historic American Engineering Record # _____

Primary location of additional data:

- ☒ State historic preservation office
- ☐ Other State agency
- ☐ Federal agency
- ☐ Local government
- ☐ University
- ☐ Other

Specify repository:
Western Office, N C Archives & History

10. Geographical Data

Acreage of property 0.36 acre

UTM References

	Zone	Easting	Northing
A	17	361710	390940
B			
C			
D			

☐ See continuation sheet

Verbal Boundary Description

The nominated property is outlined in red on the enclosed Henderson County Tax Map No. 9568.08, parcel no. 5760. It measures 96' x 185' x 85.6' x 161.69'.

☐ See continuation sheet

Boundary Justification

The boundary includes the entire city lot currently associated with the property.

☐ See continuation sheet

11. Form Prepared By

name/title Sybil Bowers, consultant; Ruth Little and Margaret Rothman, staff
organization North Carolina Historic Preservation Office date 1987-1988
street & number 109 E. Jones Street telephone (919) 733 6545
city or town Raleigh state NC zip code 27

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY
PLANNING DIVISION

SUBMITTER: Sam Hayes – Planner II

MEETING DATE: December 4th, 2025

AGENDA SECTION: New Business

DEPARTMENT: Community Development

TITLE OF ITEM: Landmark Nomination – The Waverly (25-04-LL) – *Sam Hayes, Planner II*

SUGGESTED MOTION(S):

For Recommending Approval:	**For Recommending Denial:**
I move City Council approve the adoption of an ordinance designating the Waverly (PIN 9568-79-5760) as a local historic landmark. **[ADD, IF APPLICABLE, "WITH THE FOLLOWING MODIFICATIONS"]**	I move City Council deny the adoption of an ordinance designating the Waverly (PIN 9568-79-5760) as a local historic landmark for the following reasons: **[INSERT REASONS FOR DENIAL].**

PROJECT/PETITIONER NUMBER:	25-04-LL
PETITIONER NAME:	Mike and Tracey Burnette (Applicant/Owner)
ATTACHMENTS:	1. Landmark Report 2. National Register Listing – The Waverly 3. Staff Report 4. Application 5. Draft Ordinance

THE WAVERLY
LOCAL LANDMARK REPORT

783 N Main Street
Hendersonville, North Carolina 28792

Application for Hendersonville Local Landmark Designation
Prepared by Sam Hayes, Planner II, City of Hendersonville
November 10, 2025

City of Hendersonville Community Development Department
Hendersonville Historic Preservation Commission

Name of Designated Landmark (Historic and/or Common):

Waverly Inn

Property Address/ Location:

783 N Main Street

Pin#:

9568795760

Deed Book and Page Number:

1653/689

Plat Book and Page Number:

Not Available

Zoning:

CMU – Central Mixed Use

Acreage to be designated:

.34 acres

Interior to be designated?

Yes - Stairway

Property Owner's Address & Phone:
1898 Waverly Inc
Mike and Tracey Burnette
783 N Main Street
Hendersonville, NC 28792
828-693-9193
mike@waverlyinn.com

Applicant's Address & Phone:
1898 Waverly Inc
Mike and Tracey Burnette
783 N Main Street
Hendersonville, NC 28792
828-693-9193
mike@waverlyinn.com

Application should be submitted to the City of Hendersonville Community Development Department. Please address to:

City of Hendersonville Community Development
ATTN: Historic Preservation Commission
160 6th Avenue E
Hendersonville, NC 28792

Or email your application to the staff liaison for the Historic Preservation Commission Sam Hayes at shayes@hvlnc.gov.

READ CAREFULLY AND SUPPLY ALL INFORMATION

The following information must be supplied in a report format before the application can be reviewed, deemed complete and placed on the agenda. Please attach additional sheets or a research report. (A minimum of eleven (11) reports are required)

1. **STATEMENT OF SIGNIFICANCE:** In order to recommend designation of a landmark, the property must be deemed historically, architecturally or archaeologically significant. Please provide a brief statement explaining why this property should be a designated landmark.
2. **MAPS:** Provide a scaled plot plan of the property showing lot lines and location of all buildings. Indicate the area and building(s) to be designated as a landmark.
3. **ARCHITECTURAL:** Describe the original and current appearance of the significant structures such as houses, barns, well houses, and other buildings to be designated, includes photos or illustrations. The description should include the following: date of construction; date(s) of alterations, description of overall form, and exterior and interior details. Include a drawing of the existing and original (if different) floor plan with rooms labeled.
4. **HISTORICAL:** Tell the history of the property. The details should include the following: uses of the property, photos (or copies); list of owners (from Grantor-Grantee index), a detailed description of builders or architects if known. Also, attach and ***describe*** newspaper articles, excerpts from books, cemetery records, deeds, oral histories etc. Any additional information, literature, illustrations, newspaper articles or other media that you feel will contribute to the application can be submitted but become property of the Commission. List research sources as a bibliography.
5. **PHOTOGRAPHS:** Please submit a complete photographic record of the property in each report. In addition to prints, all photographs shall be submitted on a CD-R in TIF or JPG format
6. Bibliographies, footnotes and chain of title are necessary to be considered a complete report.

I. Abstract

Statement of Significance

The Waverly (HN0053) is proposed for designation as a Historic Landmark due to its architectural significance as a prime example of the Victorian, Queen Anne, and Eastlake style and its significance as part of Hendersonville's early tourism industry. The Waverly retains many of its original features, including its double hung one over one windows, original siding, porch detailing, and front door. The Inn was constructed in 1898 to capitalize on the tourism industry in Hendersonville brought on by the railroad which came to Hendersonville ten years earlier in 1879. The Inn suffered a fire in 1910 and was partially reconstructed, adding a full third floor to what once was an attic space – the floorplan which remains to this day. The Inn is the longest continuously operating Inn in the City of Hendersonville.

Archeological Comments

No known archeological features are present.

Integrity Statement

- **Location:** The Waverly remains in the original location of its construction, which dates to 1989.
- **Design:** The structure retains many of its original architectural details. As the National Register nomination cites, this is a quintessential example of a Queen Anne style building, although it also combines many elements from the East Lake Style as well.
- **Setting:** The home is situated at the corner of North Main Street and Bearcat Boulevard. North Main Street is a tree lined street. Though there originally was a line of buildings along the western side of the street, only two Inns remain, with a vacant parking lot in the middle of them.
- **Workmanship:** The Inn maintains a high level of craftsmanship, with a large amounts of carved wood detailing throughout the structure. These items were likely produced offsite and shipped in via the train to Hendersonville.
- **Materials:** The Inn retains a large number of original materials including wood siding, original windows, pressed tin roof, and wood trim detailing.
- **Feeling:** Because of its maintaining of many of the original materials and the original floorplan, as well as its setting, the building keeps the feeling of a historic Inn from the later 19th and early 20th century.
- **Association:** Constructed originally as a boarding house and then quickly becoming an Inn, the Waverly retains its original use and holds the title as the longest operational Inn in Henderson County.

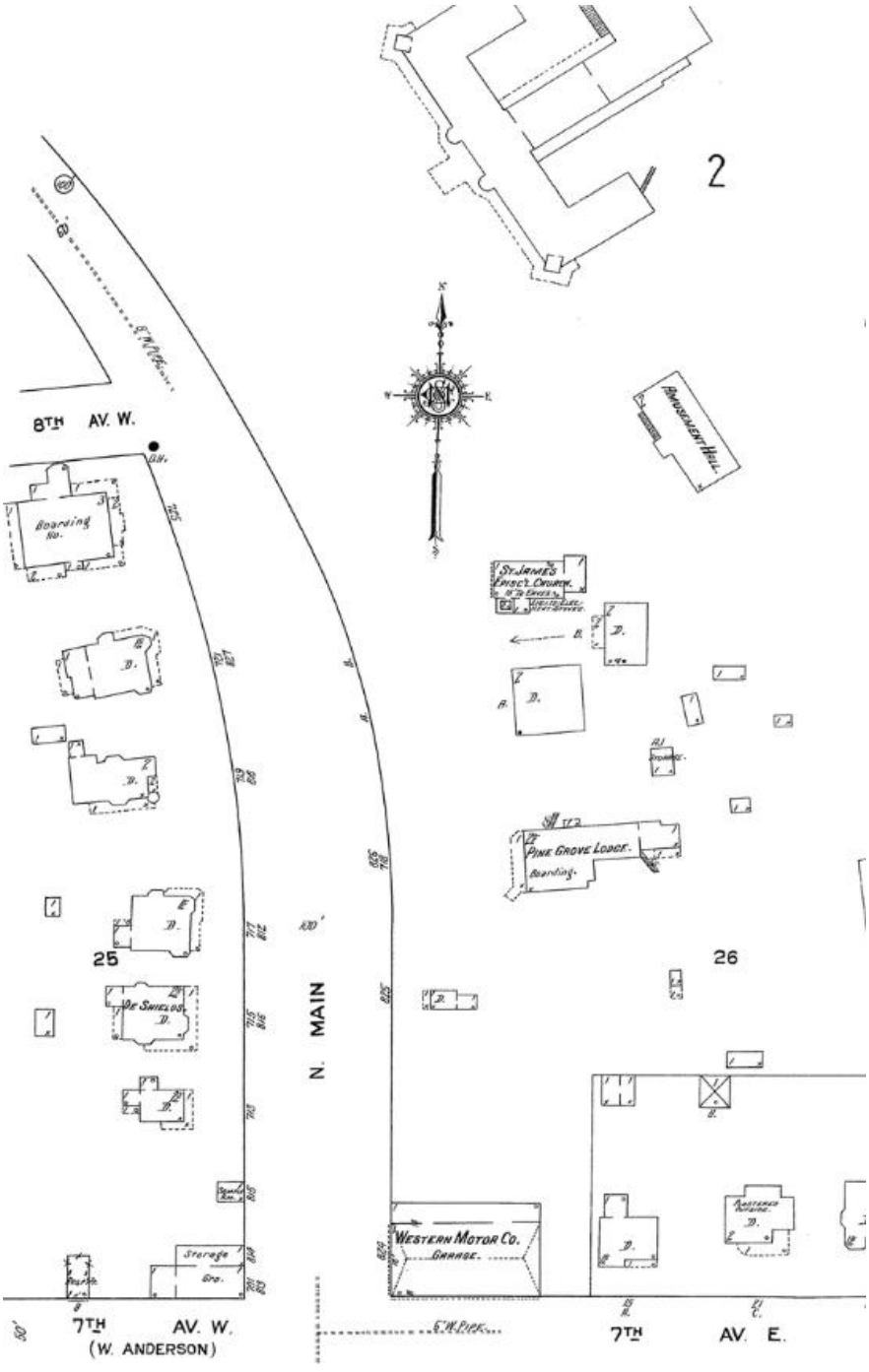
Proposed Boundary Justification

The proposed boundary for the Local Landmark Designation is the property's current .34-acre parcel (PIN: 9568795760).

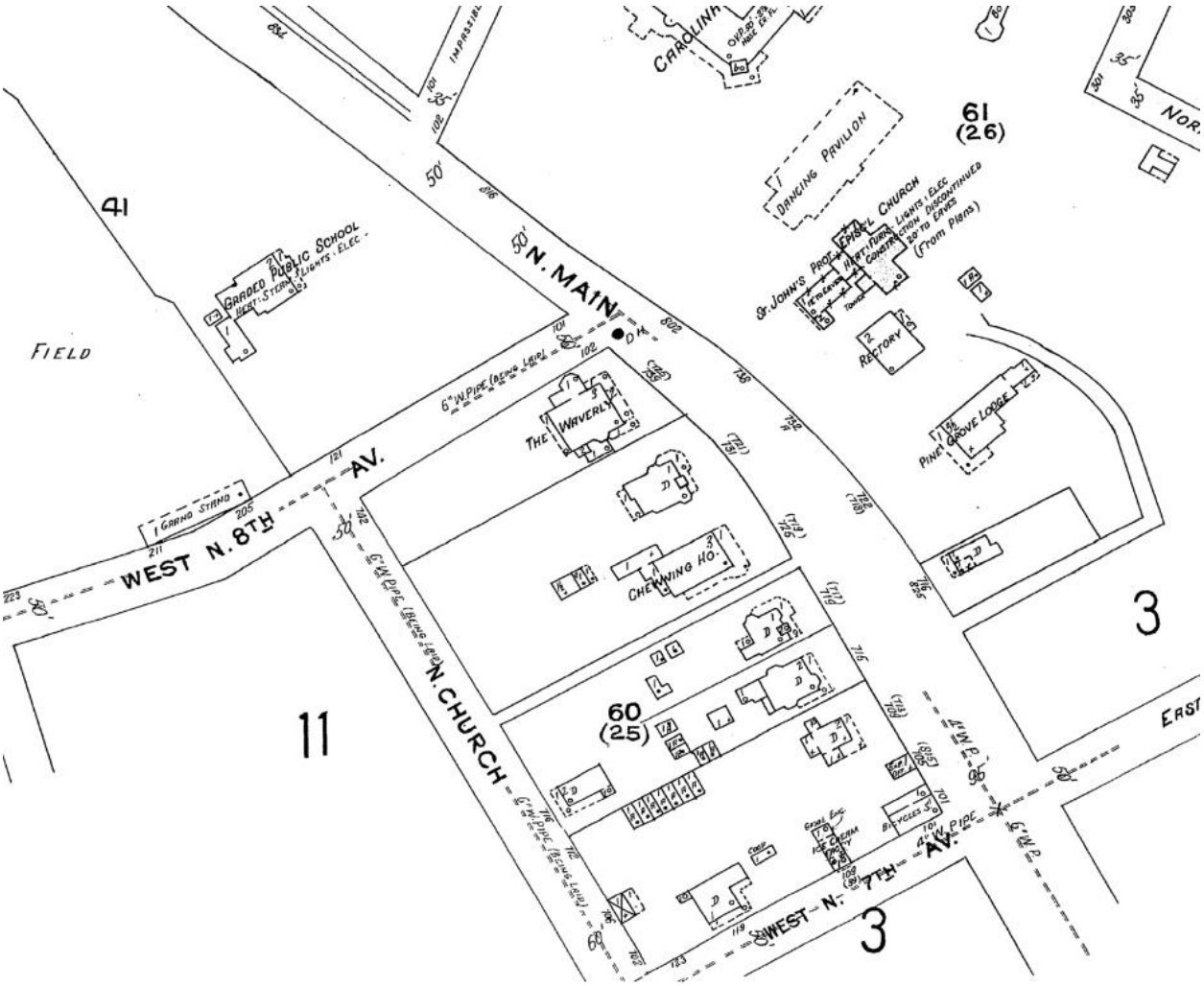
II. Maps and Floor Plan

Henderson County Tax Map:

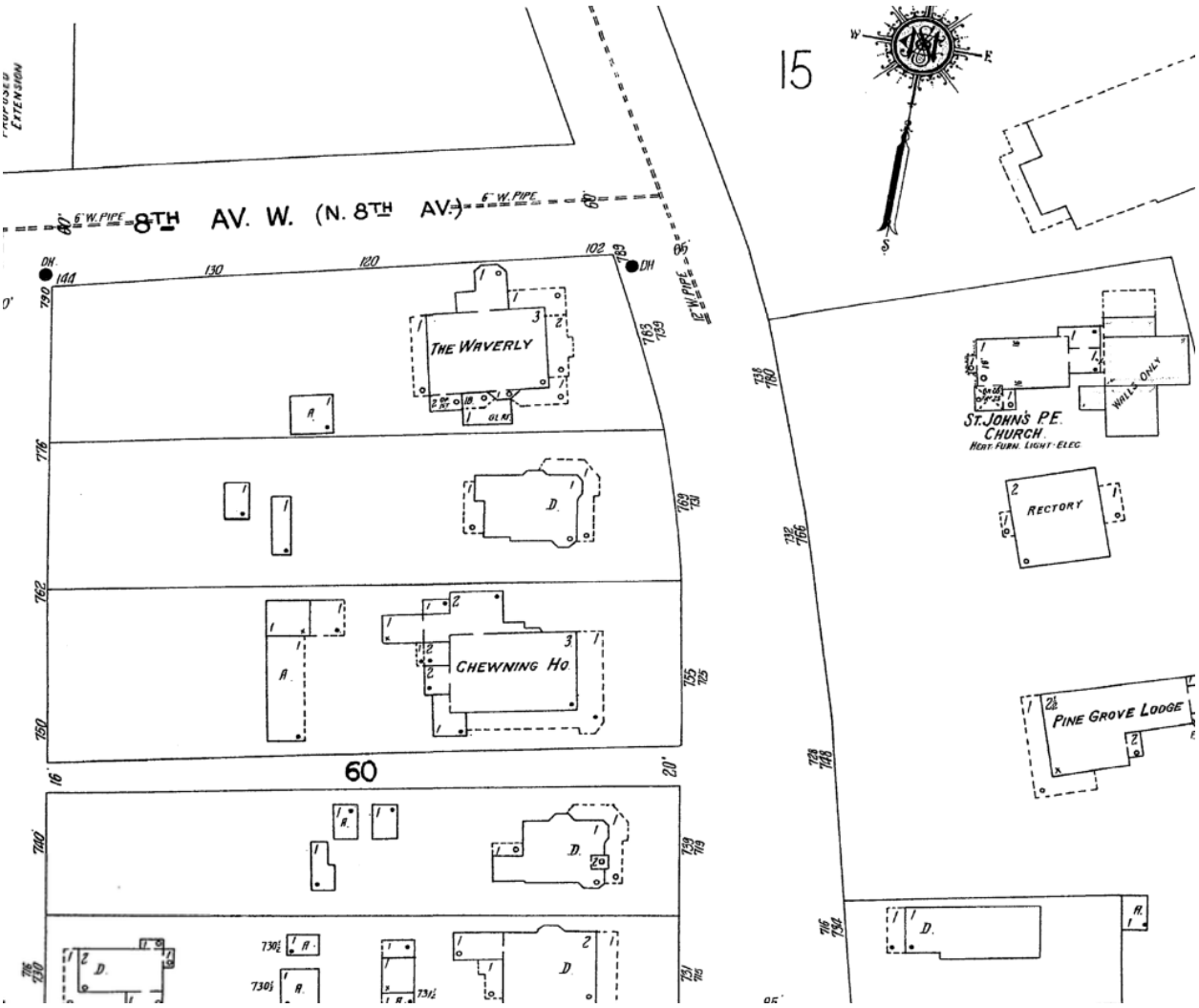
1912 Sanborn Map – Labeled as "Boarding House"



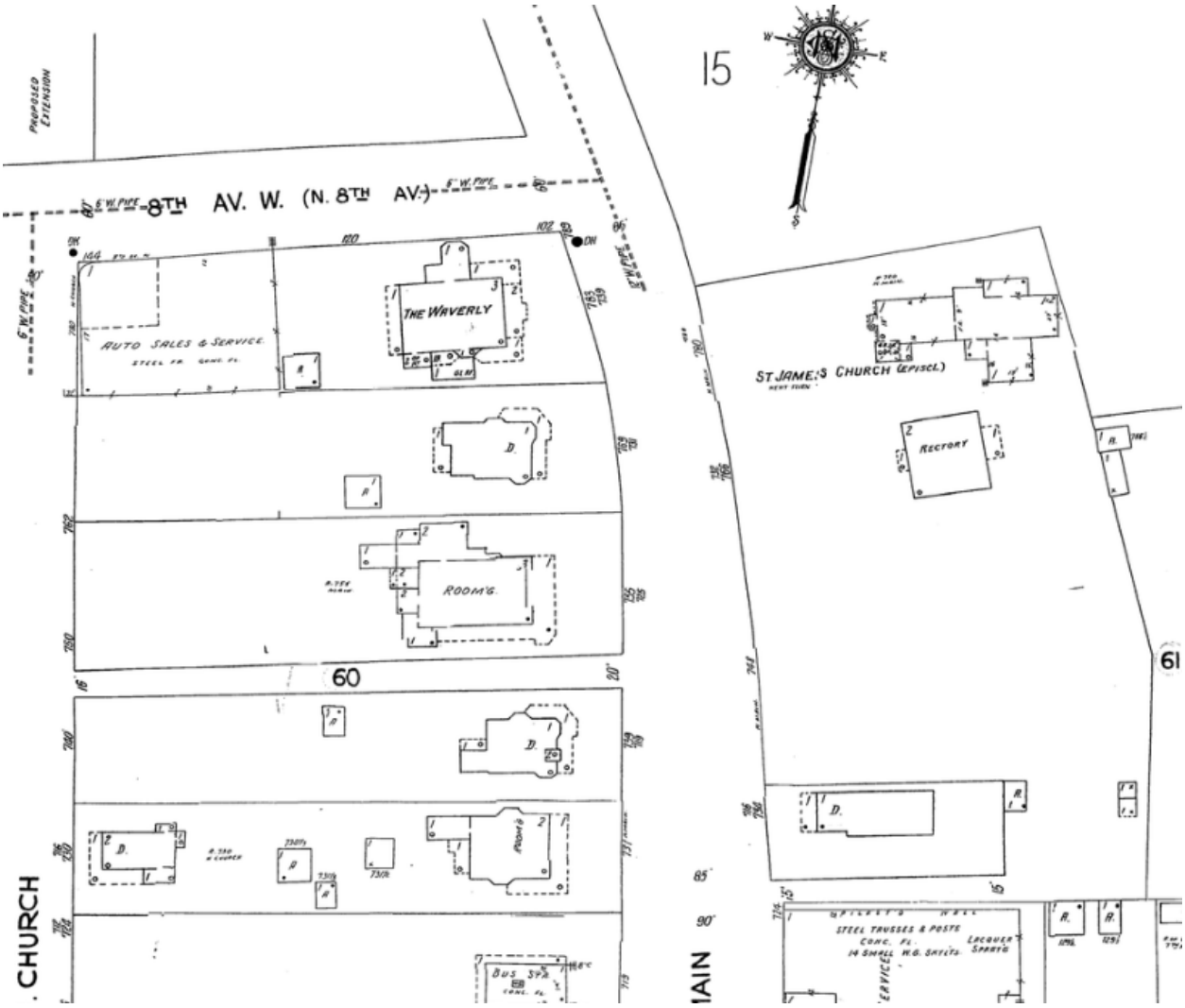
1922 Sanborn Map – Labeled as "The Waverly"



1926 Sanborn Map



1949 Sanborn Map



III. Architectural Assessment f

Updates to the Architectural Description

Most of the architectural description from the National Register listing from 1988 is still accurate and therefore, will not be rewritten in this report. No substantial changes have been made to the structure since the original nomination.

Accessory Structure on Rear of Property

The National Register nomination for this property does not mention the accessary structure on the rear of the property. This structure is a simple garage building. The siding is German Siding and there are two garage door openings on the front. The roofline is front gabled with exposed rafter tails in the eaves. The building dates from 1922-1926 based on the Sanborn maps included above.

IV. Appendix A: Supporting Photographs

Fig. 1: Front elevation of property.

Fig. 2: Original front doors and decorative modeling.

Fig. 3: Interior central hallway with guest rooms on the left and parlor and dining room on the right.

Fig. 4: Interior stairway that extends up to the third floor of the Inn.

Fig. 5: Northern elevation of the building.

Fig. 6: Stone foundation of building.

Fig. 7: Rear elevation of building.

Fig. 8: Southern elevation of building.

Fig. 9: Original garage on southwestern corner of property.

Fig. 10: Front façade of garage.

Fig. 11: Side façade of garage.

Fig. 12: Front landscaping looking northwest.

Fig. 13: Front landscaping looking southwest.

CITY OF HENDERSONVILLE

STAFF REPORT

LANDMARK NOMINATION

The Waverly (783 N Main Street)

The Waverly (HN0053) is proposed for designation as a Historic Landmark due to its architectural significance as a prime example of the Victorian, Queen Anne, and Eastlake style and its significance as part of Hendersonville's early tourism industry. The Waverly retains many of its original features, including its double hung one over one windows, original siding, porch detailing, and front door. The Inn was constructed in 1889 to capitalize on the tourism industry in Hendersonville brought on by the railroad which came to Hendersonville ten years earlier in 1879. The Inn suffered a fire in 1910 and was partially reconstructed, adding a third floor to what once was an attic space – the floorplan which remains to this day. The Inn is the longest continuously operating Inn in the City of Hendersonville.

Criteria for Landmarking:

The Historic Preservation Commission Landmark Program seeks to honor properties with historic significance in the City of Hendersonville. Identifying these properties and ensuring that they meet at least one criteria below is an important way to showcase the historic significance of the subject property.

A. Associated with events that have made a significant contribution to the broad patterns of our history; or
    a. The Waverly is an exemplary early inn constructed to accommodate tourists traveling to Hendersonville. Tourism has long served as one of the city's foundational and continuing economic industries, and The Waverly played a significant role in supporting that development.
B. That are associated with the lives of persons significant in our past; or
    a. Not Applicable

C. That embody the distinctive characteristic of a type, period, or method of construction, or that represent the works of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
    a. The Waverly is a notable example of Victorian-era architecture displaying Queen Anne and Eastlake stylistic influences. It retains numerous original architectural features and materials with minimal alteration, contributing strongly to its architectural integrity.
D. That have yielded, or may be likely to yield, information important in prehistory or history; or
    a. Not Applicable
E. Has significance to a particular community or communities in the City of Hendersonville.
    a. The Waverly has served continuously as an inn for more than a century and remains a familiar landmark within the community, contributing to the identity and heritage of Hendersonville.

HPC Recommendation:

At its November 19th, 2025, meeting, the HPC voted 8-0 to recommend for approval the landmark designation of the Waverly.

Conditions:

- Designate the interior stairs
- Include more information about the landscaping

APPLICATION FOR LOCAL HISTORIC LANDMARK DESIGNATION

100 N. King Street ~ Hendersonville, NC ~ 28792
Phone (828)697-3010 ~ Fax (828) 697-6185
www.hendersonvillenc.gov

HENDERSONVILLE HISTORIC PRESERVATION COMMISSION

The following are required to constitute a complete application:
~ This form including the property owner's signature.
~ A designation report with information required by City Code 28-77(c).

Date	12/9/2024
Property Common Name	1898 Wavely Inn
Other Name(s)	1898 Waverly Inc
Address of Property	783 N Main St, Hendersonville, NC 28792
PIN	
Ownership:	☐ Public ☑ Private
Property Owner: Name	Mike and Tracey Burnette
Mailing Address	783 N Main St, Hendersonville, NC 28792
Phone	828 693 9193
E-mail	mike@waverlyinn.com

Category: ☑ Building ☐ Other structure ☐ Object/Artistic feature ☐ Site ☐ District

Brief description of property including historic use, current use, and features to be including in designation.

See attached

Signature of the property owner(s) acknowledges that if City Council adopts an ordinance designating the property a local historic landmark the property will be bound by the requirements of City Code Chp. 28 and any other applicable regulations, including the requirement to obtain a Certificates of Appropriateness permit prior to any changes to the landmark.

Owner's Signature _____ Owner's Signature _____

Printed Name Tracey G Burnette Printed Name Mike Burnette

Official Use:
DATE RECEIVED: 12/9/24 **BY** Sam Hayes

The Waverly, a three-story frame Queen Anne style inn, sits on a narrow city lot at 783 North Main Street, on the west side of the street just north of Chewning House and separated from that inn by a paved parking lot which the two inns share. The handsome

building was erected shortly after 1898, as a two-and-a-half story hotel with a one-story porch. Following a fire about 1910, which did extensive roof damage, the walls

were extended up to create a third story, where the multiple dormered windows had been, and the original deck on hip roof with its two projecting interior brick chimneys was repaired. At this time a second story porch was added above the main facade porch, in the same gay Queen Anne design.

With the exception of the c.1940 addition of a one-story frame ~~ing containing four additional guest rooms, and an upstairs bath added outside the main block above this wing,

the removal of the railing around the roof deck and on the south side of the porch, and the enclosure of the porch bay adjacent ~b the dining room wing, the exterior of the Waverly has undergone no changes since the post-fire remodeling and is in remarkably pristine condition. The inn rests on an high quarried stone basement, is covered in plain siding, and has a pressed tin roof on the main block and porches. Windows are one-over-one sash with wide plain surrounds with a molded drip cap. Those on the main facade have louvered shutters (replacements of earlier louvered shutters). The main entrance, in the centre bay of the main (east) elevation, is the original double paneled and glazed door, set in an ornamental surround with fluted pilasters \vith applied floral jigsawn trim and a central jigsawn impost block with an applied three-leaf clover motif on the lintel over the door. The first story porch wraps around the north side to a

one-story dining room wing. The central bay is pedimented, with paired turned posts with quarter-fan shaped brackets, and at the corners the posts are tripled. The entire porch has a railing with turned balusters and plain rails. The second story porch, three bays wide, echos the main porch. Above the main entrance, a single door with a transom and sidelights opens out onto the second story porch.

The interior of the Waverly is equally well-preserved. On the first floor, rooms are arranged around a wide centre hall with an arched spindle screen opening into the cross hall, which angles to the south, housing a magnificent Eastlake style stair, ~~hich rises against the back wall of the transverse hall, in two flights with a landing. The dark stained balustrade has pointed arch motifs on top of turned spindles, with massive square newel posts with intricate moldings and a turned ball termination. The closed string is decorated with latticework panels.

Beneath the staircase is the original registration desk. The parlor is located in the north front corner, and the dining room is behind it. Twenty-one guest rooms, with seventeen bathrooms, are located on the south side of the first floor, off the wide centre hall on the second floor and third floor, and in the added rear wing. All of the original symmetrically molded door surrounds, similar to that of the front door, survive, and vary slightly on each floor. The first floor door surrounds have corner blocks with triangular caps with circular and fleur-de-lis applied motifs; the second floor has simpler versions of the first floor, and the third floor has bulls eye corner blocks. Doors are original, ·with five raised panels and transoms. Several of the first floor rooms are connected \vith pocket doors. The original bathrooms are located at the rear of the second and third floor halls, but on the second floor a bath has been added in each guest room. On the third floor, each original large guest room has been subdivided into two smaller guest rooms. The weather lock at the hall entrance,

the halls and stairs, and the dining room all display narrow beaded, vertical board wainscotting. All rooms are furnished with molded baseboards and picture rails. Guest rooms have secondary, louvered doors. Rooms adjacent to the two chimneys have coal fireplaces with simple, bracketed late Victorian mantels. The parlor mantel is embellished with colonnettes. The fireplace covers are brass.

After recording return to: City of Hendersonville Box

Ordinance # ___ - _____

AN ORDINANCE DESIGNATING PROPERTY KNOWN AS THE WAVERLY (PIN 9568-79-5760) AS A LOCAL HISTORIC LANDMARK

Re: Local Historic Landmark Designation
Property Owner: 1898 Waverly, Inc.
File No: 25-04-LL

WHEREAS, pursuant to N.C. General Statutes Sections. 160D-942 and Chapter 28 of the Code of Ordinances of the City of Hendersonville, the City has the authority for designation of a local historic landmark; and

WHEREAS, Henderson County Tax Records for Parcels # 9568-79-5760, located at 783 N Main Street and known as The Waverly, lists 1898 Waverly, Inc., a North Carolina corporation, as the property owner; and

WHEREAS, The property owner has caused to be made an investigation and report on the historic, architectural, and cultural significance of the buildings and property proposed for designation located at 783 N Main Street; and

WHEREAS, the North Carolina Department of Cultural Resources has reviewed and commented on the proposed designation; and

WHEREAS, a public hearing on the designation of The Waverly as a local historic landmark was held by the Hendersonville Historic Preservation Commission on November 19th, 2025 and the following findings were made:

a. The building was constructed in 1898 and rebuilt after a 1910 fire.
b. The Waverly is listed to the National Register of Historic Places as a historic landmark.
c. The Waverly is architecturally significant as a well preserved example of Queen Anne and East Lake style architecture.

WHEREAS, a public hearing on the designation of The Waverly as a local historic landmark was held by the City of Hendersonville City Council on December 4th,, 2025 and approved an ordinance designating the .34 Acre site of The Waverly as a Local Landmark; and

WHEREAS, the Hendersonville City Council has taken into full consideration all statements and information presented at its public hearing on December 4th, 2025, and considered the recommendation of the Hendersonville Historic Preservation Commission after its public hearing held on November 19th, 2025, on the question of designating the property known as The Waverly (PIN 9568-79-5760) as a local historic landmark.

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

Section 1. The findings set out above are hereby amending the adoption, and all of the property known as The Waverly and located at and adjacent to 783 N Main Street, and further described in Exhibit A, attached hereto and incorporated herein by this reference, is hereby designated as a local historic landmark pursuant to Part 942 Chapter 160D of the North Carolina General Statutes and Section 28 of the Code of Ordinances of the City of Hendersonville, and is subject to the conditions and restrictions set forth therein and below:

a. The main structure and associated outbuilding, and all of the historic acreage currently associated with the parcel (.34 acres), shall not be demolished, materially altered, restored, or removed, nor any new structure built upon the lot without a Certificate of Appropriateness issued by the Hendersonville Historic Preservation Commission.

b. The Certificate of Appropriateness shall reference the Historic Preservation Commission Main Street Design Standards.

c. Any application for demolition of the home or the outbuilding shall require the waiting period set forth in Part 942 of Chapter 160D of the North Carolina General Statutes.

Section 2. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 3. All ordinances and clauses of ordinances in conflict herewith be and are hereby repealed, to the extent of such conflict.

Section 4. This ordinance shall be in full force and effect on the date of adoption.

Section 5. Violation of this ordinance shall be subject to the remedies set forth in Section 1-6 of the City Code, in addition to other remedies provided by law.

Adopted by the City Council at a meeting held on the 4th day of December, 2025.

Attest:

_____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

Witness my hand and notarial seal, this _____ day of _____, 20_____.

My commission expires:

_____

Exhibit A

SUBJECT PROPERTY – LOCAL LANDMARK DESIGNATION

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY
PLANNING DIVISION

SUBMITTER: Sam Hayes – Planner II

MEETING DATE: December 4th, 2025

AGENDA SECTION: New Business

DEPARTMENT: Community Development

TITLE OF ITEM: Landmark Nomination – McKeithan-Rogers House (25-05-LL) – *Sam Hayes, Planner II*

SUGGESTED MOTION(S):

For Recommending Approval:	**For Recommending Denial:**
I move City Council approve the adoption of an ordinance designating the McKeithan-Rogers House (PIN 9568-47-3913) as a local historic landmark. **[ADD, IF APPLICABLE, "WITH THE FOLLOWING MODIFICATIONS"]**	I move City Council deny the adoption of an ordinance designating the McKeithan-Rogers House (PIN 9568-47-3913) as a local historic landmark for the following reasons: **[INSERT REASONS FOR DENIAL].**

PROJECT/PETITIONER NUMBER:	25-05-LL
PETITIONER NAME:	Cindy and Michael Baer and (Applicant/Owner)
ATTACHMENTS:	1. Landmark Report 2. National Register Listing – West Side Historic District 3. Staff Report 4. Application 5. Draft Ordinance

MCKEITHAN-ROGERS (ROBERTS) HOUSE
LOCAL LANDMARK REPORT

908 5th Avenue W
Hendersonville, NC 28739

Application for Hendersonville Local Landmark Designation
Prepared by Sam Hayes, Planner II, City of Hendersonville
November 10th, 2025

City of Hendersonville Community Development Department
Hendersonville Historic Preservation Commission

Name of Designated Landmark (Historic and/or Common):

McKeithan-Rogers (Roberts) House

Property Address/ Location:

908 5th Avenue W, Hendersonville, NC 28739

Pin#:

9568473913

Deed Book and Page Number:

1054/671

Plat Book and Page Number:

NA

Zoning:

R-15 Medium Density Residential

Acreage to be designated:

.74 Acres

Interior to be designated?

Yes – Central staircase and rear servant staircase

Property Owner's Address & Phone:
Cindy and Mike Baer
908 5th Avenue W
Hendersonville, NC 28739
828-808-3305
elizabethleighinn@gmail.com

Applicant's Address & Phone:
Cindy and Mike Baer
908 5th Avenue W
Hendersonville, NC 28739
828-808-3305
elizabethleighinn@gmail.com

Application should be submitted to the City of Hendersonville Community Development Department. Please address to:

City of Hendersonville Community Development
ATTN: Historic Preservation Commission
160 6th Avenue E
Hendersonville, NC 28792

Or email your application to the staff liaison for the Historic Preservation Commission Sam Hayes at shayes@hvlnc.gov.

READ CAREFULLY AND SUPPLY ALL INFORMATION

The following information must be supplied in a report format before the application can be reviewed, deemed complete and placed on the agenda. Please attach additional sheets or a research report. (A minimum of eleven (11) reports are required)

1. **STATEMENT OF SIGNIFICANCE:** In order to recommend designation of a landmark, the property must be deemed historically, architecturally or archaeologically significant. Please provide a brief statement explaining why this property should be a designated landmark.
2. **MAPS:** Provide a scaled plot plan of the property showing lot lines and location of all buildings. Indicate the area and building(s) to be designated as a landmark.
3. **ARCHITECTURAL:** Describe the original and current appearance of the significant structures such as houses, barns, well houses, and other buildings to be designated, includes photos or illustrations. The description should include the following: date of construction; date(s) of alterations, description of overall form, and exterior and interior details. Include a drawing of the existing and original (if different) floor plan with rooms labeled.
4. **HISTORICAL:** Tell the history of the property. The details should include the following: uses of the property, photos (or copies); list of owners (from Grantor-Grantee index), a detailed description of builders or architects if known. Also, attach and ***describe*** newspaper articles, excerpts from books, cemetery records, deeds, oral histories etc. Any additional information, literature, illustrations, newspaper articles or other media that you feel will contribute to the application can be submitted but become property of the Commission. List research sources as a bibliography.
5. **PHOTOGRAPHS:** Please submit a complete photographic record of the property in each report. In addition to prints, all photographs shall be submitted on a CD-R in TIF or JPG format
6. Bibliographies, footnotes and chain of title are necessary to be considered a complete report.

I. Abstract

Statement of Significance

This two-story Colonial Revival house was originally constructed in 1909. The home is an excellent example of the Colonial Revival style, which was at the height of its popularity at the time of construction. Colonial Revial style became popular in the late 19th and early 20th century as a way to remember the past in an era of rapid change. They were sometimes described as defense of "future shock."[1]

Designed with an asymmetrical plan with a projecting bay window, the home retains its original details including German siding, one over one windows, and original entry door with transom window above. Although some details have been altered, such as the removal of paired columns lining the front porch and their replacement with single columns, the changes have been tastefully executed to remain compatible with the structure's original style.

In addition to its architectural significance, the home is associated with Hendersonville's community planning and development. The home was originally constructed for D.T. McKeithan, a South Carolina State Senator who purchased this property in 1907 to construct a summer home (completed in 1909). This followed a trend of South Carolinians seeking to escape the heat and diseases of the southern summers coming to North Carolina mountain towns for refuge. With its double lot, it marked a prominent location along 5th Avenue, the home enjoyed easy access to the streetcar that ran along 5th Avenue to Main Street in the east and Laurel Park in the west.

Archeological Comments

There are no known archeological features on the site, however, archeological elements such as planting beds, walkways, walls, and trash middens, along with other structural remains may be present on the property.

Integrity Statement

- **Location:** The building has not been moved from its original location. The original property was combined with an adjacent property creating a double lot. A large garden is situated on this additional property, however, the historic home is located on the original corner lot. The property sits on a hill above 5th Avenue. 5th Avenue marked a popular location for grand homes to be constructed. In the early 20th century, it also was appealing because of the streetcar that ran along the avenue, allowing easy access to downtown and Laurel Park for residents of this area.

- **Design:** The design of the home reflects its Colonial Revival roots, with a symmetrical façade, original windows, and preserved architectural detailing

- **Setting:** The home's elevated position and double lots—which appear to have always been part of the original ownership—lend it a very stately appearance.

[1] Leland M. Roth and Amanda C. Roth Clark, American Architecture: A History, 2nd ed. (Boulder, CO: Westview Press, 2016), 367.

- **Workmanship:** The home exhibits fine craftsmanship. Constructed by prominent local contractor, Henry Jordan, much of the original materials have withstood the test of time. Examples can be seen in the supplementary photos included in this landmark report.

- **Materials:** The home retains much of the original materials from when it was originally constructed. German siding is present on much of the exterior of the home. Most windows are original and have been meticulously restored by the owner.
- **Feeling:** The home, generally, retains much of its original feeling. When looking at the property from the street, the home appears largely unchanged from its 1909 construction.

- **Association:** The property is associated with many prominent members of the Hendersonville community. The home served as a summer home for D.T. McKeithan, a South Carolina State Senator. Later, the home was purchased by Charles Rogers, a prominent businessman who ran Rogers Hosiery Mill in Hendersonville.

Proposed Boundary Justification

The home is located on a single parcel that was previously two separate parcels. Deed research indicates that these parcels have historically been associated with one another. There is little evidence of any structure having existed on the adjacent parcel, and records suggest that the two properties were consistently sold together over the years until they were eventually combined. As a result, the current property boundaries are associated with PIN: 9568-47-3913.

II. Maps and Floor Plan

Figure 1: Aerial image of property outlines in yellow.

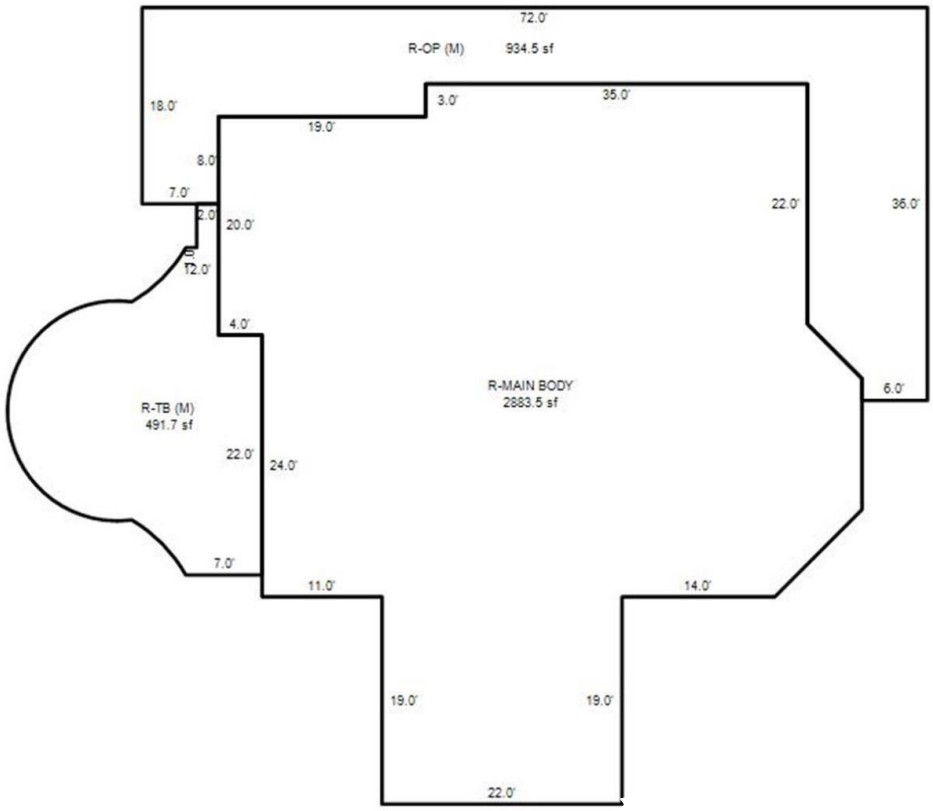


Figure 2: Building footprint

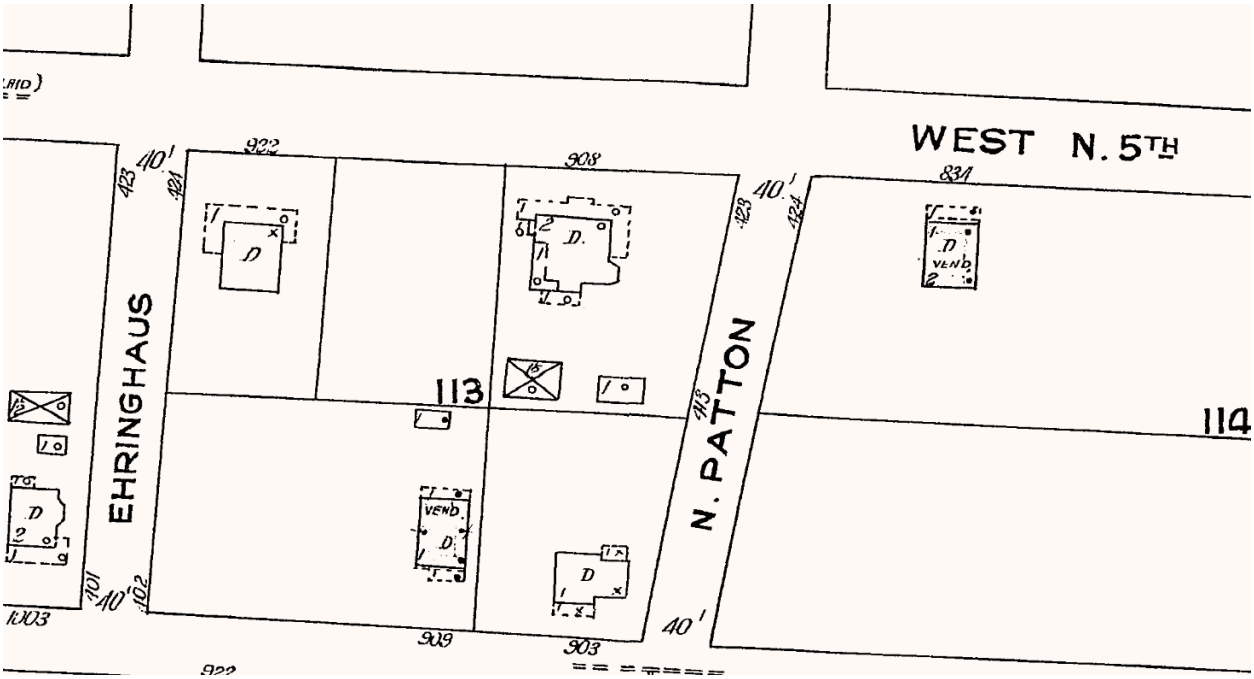


Figure 3: 1922 Sanborn Map. The subject property is located on the southwestern corner of N. Patton and West N. 5th.

III. Architectural Assessment

The home has been maintained remarkably over the years. Much of the original architectural detailing, including the original windows, siding, and trim details are intact.

National Register Architectural Description

> Two-story Colonial Revival house with a central hall plan, hip roof with wide eaves, hip roof dormer with diamond-pane casements. German siding. Wraparound porch with paired columns, 1 x 1 balustrade, and triple columns at-comers. Interior brick chimneys. Cut granite foundation with beaded mortar. Windows are one-over-one. Door has transom and sidelights. Large comer lot. House sits on a hill above street, with granite retaining wall. Mature boxwoods.[2]

Changes to National Register Architectural Description:

The National Register nomination was written in 2001. The property has undergone minor architectural changes. The columns on the porch are no longer paired columns. They were replaced in 2001 with single columns.

The current owner renovated a sunroom on the eastern side of the building into a bedroom. Modern vinyl windows were installed during this renovation.

[2] Department of the Interior, West Side Historic District (2001), 42, https://files.nc.gov/historic-preservation/nr/HN0250.pdf.

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Garage and Shed
In the National Register Nomination, the garage is dated as being c. 1950 and one story. The current owners modified the ca. 1950 garage, adding a second story and turning it into a residence.

A one story hipped roof shed was added to the property at a later date and is not contributing to the historic significance of the property.

IV. Historical[3]

The property that the home would eventually be constructed on was purchased by D.T. McKeithan in 1907.[4] The home, which was reported to be a $9,000 residence, was completed in 1909 by prominent Hendersonville contractor Henry Jordan.[5] McKeithan was a South Carolina State Senator, having his primary residence in Darlington, SC. For many years, they would spend the summers in Hendersonville, following a trend of wealthy individuals building summer homes in the area.[6]

In 1915, the McKeithan's sold the home to W.F. Humprhies, who only owned the home for two years before moving to Asheville and selling the home to C.N. Allison.[7] Allison used the home for entertaining, hosting several dances as well as using the home as the location for the Hospital Association meetings.[8]

In 1923, the home was purchased by Marie and DH Roberts. In the deed of purchase, the property was said to have "one large dwelling one garage and one two room servants house."[9] DH Roberts was a prominent businessman in Hendersonville, founding the Roberts Brass company, which was one of the oldest manufacturing enterprises in the City at the time of his death in 1927.[10] They lived in the home for a short period of time before DH Roberts' death in 1927. After his death, Marie loses the home to foreclosure in 1928.[11] V.S Bryant purchases the home and then sells the home to the Realty Purchase Corporation, a bank located out of Raleigh. During the bank's ownership, the home saw a series of renters. The bank owned the property until 1943 when J.B. Key purchase the property, along with the second tract of land.

[3] The National Register nomination for the West Side Historic District has the date of ca. 1893 for this property. There is no evidence that the home was built at this time, and further research shows that the home was actually constructed much later in 1907.
[4] *Warranty Deed,* McKeithan, (1907), Henderson Co., NC.
[5] "The Town News," *French Broad Hustler,* April 1, 1909.
[6] "Personal News of This Busy Town," *French Broad Hustler,* October 28, 1909.
[7] "Local and Personal," *North Carolina Times,* February 12, 1915.
[8] "People and Events," *French Broad Hustler,* April 10, 1919.
[9] Warranty Deed, Johnson and Roberts, (1923), Henderson Co., NC.
[10] "D.H. Roberts Burial Friday," *Detroit Free Press,* October 26, 1927.
[11] Department of the Interior, West Side Historic District (2001), 42, https://files.nc.gov/historic-preservation/nr/HN0250.pdf.

In 1951, Key sold the property to Charles E. and Verona Rogers. Rogers is the owner of Rogers Hosiery Mill.[12] Though it appears he lived at the home during the time when he operated the Mill, the mill does not appear to have been as significant as some of the other Mills in Hendersonville, such as the Grey Hosiery Mill or the Freeze-Bacon Hosiery Mill. Rogers Mill was granted a charter in 1947.[13] By 1952, the company was expanding to numerous new sites to the northwest of downtown Hendersonville. It is likely that no physical evidence of the mill is still present, since it was located in a heavily developed area along Four Seasons Boulevard. The Rogers Family owned the home until 2001 when it was purchased by the current owners.

V. Comparative Analysis

The residential development along 5th Avenue and its parallel streets reflects the prosperity of Hendersonville in the early twentieth century, when affluent residents built large, architecturally refined homes. Among these, several display the Colonial Revival style that reached peak popularity during this period. The following examples illustrate how the style was interpreted locally and provide context for the McKeithan-Rogers House as one of the most high-style and intact examples in the area.

Richard C. Clarke House
Constructed ca. 1920, the Richard C. Clarke House is a two-story, asymmetrical dwelling that retains much of its original Colonial Revival detailing, including a transom above the entry door, a front porch with brick posts and balustrade, wide eaves, and dentil blocks beneath a distinctive "bow tie" arch. An eyebrow dormer punctuates the roofline. Although smaller in scale and less formally composed than the McKeithan-Rogers House, the Clarke House exhibits similar attention to detail and craftsmanship in its decorative brickwork and trim.

Cecil F. Stonecipher House
Constructed ca. 1926, the Cecil F. Stonecipher House began as a two-story, side-gabled Colonial Revival dwelling with a symmetrical façade and a one-story front porch. Original design elements included a centered entry door, double-hung six-over-one windows, and German siding—features consistent with the style's early-twentieth-century expression. Subsequent alterations, including the raising of the front porch to the second story to create a widow's walk and the addition of west-side extensions, have significantly modified the house's original appearance. While the underlying form reflects the Colonial Revival tradition, these later changes diminish its stylistic integrity. In contrast, the McKeithan-Rogers House retains its original plan, materials, and detailing, illustrating a more intact and architecturally pure example of the style.

William B. Hodges House
Constructed ca. 1925, the William B. Hodges House, a two-story, hipped-roof Colonial Revival residence, exemplifies the style's emphasis on symmetry and classical refinement. The façade centers on a formal entryway framed by sidelights and a fanlight, while the front porch reinforces

[12] Of note is that James P. Grey, owner of the Grey Hosiery Mill, lived in a house on the opposite corner of the block at 919 Fourth Avenue W.
[13] "Granted Charter," *Asheville Citzen-Times,* September 11, 1947.

the balanced composition of the design. The dwelling features six-over-one and eight-over-one sash windows and occupies a large corner lot, similar to the McKeithan-Rogers House. Despite this shared prominence, the Hodges House's smaller scale and lower siting reduce its visual dominance within the streetscape. Both houses display characteristic Colonial Revival elements, but the McKeithan-Rogers House achieves a higher level of architectural sophistication through its grand proportions and commanding presence.

VI. Bibliography

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VII. Appendix A: Supporting Photographs

Fig. 1: View of front of property from 5th Avenue W.

Fig. 2: Original front door and transom window.

Fig. 3: Front porch. The original paired columns were replaced in the 2000s with the current columns.

Fig. 4: View of second lot. This lot was sold with the main property that the house sits on but was only recently combined into a single property. No home was ever constructed on this property, and it has since been incorporated into the larger property as a garden.

Fig. 5: Western elevation of the house.

Fig. 6: Backyard garage (not original or significantly altered).

Fig. 7: Rear of property. Rear addition was added to the property

Fig. 8: Southeastern corner of the main house. Sunroom that was converted into a bedroom can be seen in the lower right corner of the property. The bay windows were replaced during this conversion.

Fig. 9: Eastern side of the property from N Whitted Street. Sunroom that was converted into a bedroom can be seen in the lower left corner of the structure.

Fig. 10: Interior stairs (only interior feature designated).

United States Department of the Interior
National Park Service

National Register of Historic Places Registration Form

This form is for use in nominating or requesting determinations for individual properties and districts. See instructions in *How to Complete the National Register of Historic Places Registration Form* (National Register Bulletin 16A). Complete each item by marking "x" in the appropriate box or by entering the information requested. If an item does not apply to the property being documented, enter "N/A" for "not applicable." For functions, architectural classification, materials, and areas of significance, enter only categories and subcategories from the instructions. Place additional entries and narrative items on continuation sheets (NPS Form 10-900a). Use a typewriter, word processor, or computer, to complete all items.

1. Name of Property

historic name West Side Historic District

other names/site number

2. Location

street & number Bounded roughly by Fifth Avenue West, Washington Street, Third Avenue West, and Blythe Street N/A not for publication

city or town Hendersonville ☐ vicinity

state North Carolina code NC county Henderson code 089 zip code 28739

3. State/Federal Agency Certification

As the designated authority under the National Historic Preservation Act, as amended, I hereby certify that this XX nomination ☐ request for determination of eligibility meets the documentation standards for registering properties in the National Register of Historic Places and meets the procedural and professional requirements set forth in 36 CFR Part 60. In my opinion, the property XX meets ☐ does not meet the National Register criteria. I recommend that this property be considered significant ☐ nationally ☐ statewide XX locally. (☐ See continuation sheet for additional comments.)

Jeffrey J. Crow SHPO 11/1/01
Signature of certifying official/Title Date

North Carolina Department of Cultural Resources
State of Federal agency and bureau

In my opinion, the property ☐ meets ☐ does not meet the National Register criteria. (☐ See continuation sheet for additional comments.)

Signature of commenting official/Title Date

State or Federal agency and bureau

4. National Park Service Certification

I hereby certify that the property is: Signature of the Keeper Date of Action

☐ entered in the National Register.
☐ See continuation sheet.

☐ determined eligible for the National Register
☐ See continuation sheet.

☐ determined not eligible for the National Register.

☐ removed from the National Register.

☐ other, (explain:) _____

5. Classification

Ownership of Property
(Check as many boxes as apply)

- [XX] private
- [XX] public-local
- [ ] public-State
- [ ] public-Federal

Category of Property
(Check only one box)

- [ ] building(s)
- [XX] district
- [ ] site
- [ ] structure
- [ ] object

Number of Resources within Property
(Do not include previously listed resources in the count.)

Contributing	Noncontributing	
245	99	buildings
0	0	sites
0	8	structures
0	0	objects
245	107	Total

Name of related multiple property listing
(Enter "N/A" if property is not part of a multiple property listing.)
Historic and Architectural Properties in Hendersonville, NC: A Partial Inventory

Number of contributing resources previously listed in the National Register
N/A

6. Function or Use

Historic Functions
(Enter categories from instructions)
DOMESTIC: single dwelling
DOMESTIC: secondary structure
DOMESTIC: multiple dwelling
EDUCATION;school

Current Functions
(Enter categories from instructions)
DOMESTIC: single dwelling
DOMESTIC: multiple dwelling
DOMESTIC: secondary structure
EDUCATION: education-related
COMMERCE: office

7. Description

Architectural Classification
(Enter categories from instructions)
Bunbalow/Craftsman
Colonial Revival
Modern Movement
Other: Minimal Traditional

Materials
(Enter categories from instructions)
foundation brick
walls brick
weatherboard
roof asphalt
other limestone

Narrative Description
(Describe the historic and current condition of the property on one or more continuation sheets.)

8. Statement of Significance

Applicable National Register Criteria
(Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)

XX **A** Property is associated with events that have made a significant contribution to the broad patterns of our history.

☐ **B** Property is associated with the lives of persons significant in our past.

XX **C** Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

☐ **D** Property has yielded, or is likely to yield, information important in prehistory or history.

Criteria Considerations
(Mark "x" in all the boxes that apply.)

Property is:

☐ **A** owned by a religious institution or used for religious purposes.

☐ **B** removed from its original location.

☐ **C** a birthplace or grave.

☐ **D** a cemetery.

☐ **E** a reconstructed building, object, or structure.

☐ **F** a commemorative property.

☐ **G** less than 50 years of age or achieved significance within the past 50 years.

Areas of Significance
(Enter categories from instructions)
Architecture
Community Planning and Development

Period of Significance
1860s - 1951

Significant Dates
N/A

Significant Person
(Complete if Criterion B is marked above)
N/A

Cultural Affiliation
N/A

Architect/Builder
Stillwell, Erle
Smith, Richard Sharp

Narrative Statement of Significance
(Explain the significance of the property on one or more continuation sheets.)

9. Major Bibliographical References

Bibliography
(Cite the books, articles, and other sources used in preparing this form on one or more continuation sheets.)

Previous documentation on file (NPS):

☐ preliminary determination of individual listing (36 CFR 67) has been requested
☐ previously listed in the National Register
☐ previously determined eligible by the National Register
☐ designated a National Historic Landmark
☐ recorded by Historic American Buildings Survey # _____
☐ recorded by Historic American Engineering Record # _____

Primary location of additional data:

XX State Historic Preservation Office
☐ Other State agency
☐ Federal agency
☐ Local government
☐ University
☐ Other

Name of repository:
Western Office Archives & Hist

10. Geographical Data

Acreage of Property approx. 111 acres

UTM References
(Place additional UTM references on a continuation sheet.)

	Zone	Easting	Northing
1	17	367170	3908920
2	17	366920	3908650
3	17	365840	3908510
4	17	365640	3908730

☐ See continuation sheet

Verbal Boundary Description
(Describe the boundaries of the property on a continuation sheet.)

Boundary Justification
(Explain why the boundaries were selected on a continuation sheet.)

11. Form Prepared By

name/title Sybil Argintar Bowers — Research and survey assistance by Amanda Blosser Brevard, North Carolina

organization Bowers Southeastern Preservation date August 23, 2001

street & number 166 Pearson Drive telephone (828) 253-1392

city or town ASheville state NC zip code 28801

Additional Documentation

Submit the following items with the completed form:

Continuation Sheets

Maps

A **USGS map** (7.5 or 15 minute series) indicating the property's location.

A **Sketch map** for historic districts and properties having large acreage or numerous resources.

Photographs

Representative **black and white photographs** of the property.

Additional items
(Check with the SHPO or FPO for any additional items)

Property Owner

(Complete this item at the request of SHPO or FPO.)

name multiple property owners, more than fifty

street & number _____ telephone _____

city or town _____ state _____ zip code _____

Paperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or determine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*).

Estimated Burden Statement: Public reporting burden for this form is estimated to average 18.1 hours per response including time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding this burden estimate or any aspect of this form to the Chief, Administrative Services Division, National Park Service, P.O. Box 37127, Washington, DC 20013-7127; and the Office of Management and Budget, Paperwork Reductions Projects (1024-0018), Washington, DC 20503.

US GOVERNMENT PRINTING OFFICE : 1993 O - 350-416 QL 3

HISTORIC DISTRICT DESCRIPTION

Located one block to the west of the commercial center of downtown Hendersonville, the West Side Historic District is bounded roughly by Washington Street on the east, Blythe Street on the west, the northern property boundaries of lots on Fifth Avenue West, Oak Hill Court, and Florida Avenue on the north, and the southern property boundaries of lots on Third Avenue West and Fourth Avenue West. Boundaries of the district were drawn based upon concentrations of contributing buildings, along with detailed research into the historic plats that guided the development of the neighborhood from the early 1900s to the late 1940s. The topography of the neighborhood consists of a series of gently rolling hills with many houses set level with the street along with several which are set up on hillsides with stone retaining walls to the front. New commercial, institutional, and residential development surrounds the district to the north, south, and west, with many modern medical office buildings framing the northern edge of the district along Fifth Avenue. The commercial core of Hendersonville, including the Main Street Historic District, is located to the east of the neighborhood. The nominated district consists of 244 contributing houses and outbuildings, one contributing school building, ninety-nine non-contributing houses and outbuildings, eight non-contributing structures (freestanding carports), and five vacant lots. Most of the non-contributing buildings were built after 1951 and therefore fall outside the period of significance. Some of the non-contributing buildings were built during the period of significance, but have undergone extensive modern architectural changes and therefore do not have sufficient integrity from the historic time period. The district covers approximately 111 acres, and incorporates a number of separate subdivision developments dating from 1917 to 1951, many of which were originally large land holdings of individual property owners that pre-dated the extensive residential development of later years.

The layout of most of these subdivisions utilized a typical grid plan, which was often employed to subdivide land due to its ease of layout and conformity in size of lots. Many lots in the West Side Historic District are fifty to one hundred feet wide, level with the street, and some are raised above street level on the gently rolling hillsides evident throughout the neighborhood. Stone retaining walls of either rough cut granite slabs or cut granite blocks delineate these elevated lots throughout the historic district. Exceptions to the generally small lots are the **Jason K. Livingston House** at 1235 Fifth Avenue West (#101); the **Columbus Mills Pace House** at 813 Fifth Avenue West (#118); the **Charles A. Hobbs House** at 1230 Fifth Avenue West (#128); the **William M. Sherard House** at 1110 Fourth Avenue West (#193); the **Junius Anders House** at 910 Fourth Avenue West (#198); and the **John G. Grant House** at 816 Fourth Avenue West (#204). Most of these lots are large corner lots approximately 400 feet wide by 200 feet deep, with the houses set back on the lot, often on the crest of a hill, and in some cases hidden from the street by large evergreen or deciduous trees. An exception to the corner lots is the Columbus Mills Pace House which is located in the middle of the block bounded by Whitted and Oak streets, and occupies almost half of the block. Of these larger houses, one of the most notable landscapes is at the **Charles A. Hobbs House**, with a large open front lawn and an extensive rear garden

with numerous perennial gardens and a formal patio. Some of the most notable granite retaining walls can be seen along the north side of Fourth Avenue, extending in front of the **James Grey, Jr. House** (#162); the **Abram Kantrowitz House** (#163); and the **Lila J. Wooley House** (#164).

Architectural styles and house types represented in the neighborhood are 102 bungalows, five front-gable cottages, thirteen side-gable cottages, six hip-roof cottages, one cross gable roof cottage, one vernacular double-pile house, two I-houses, seven Tudor Revival, sixteen Colonial Revival, two Dutch Colonial Revival, six Four Square, eight Queen Anne, two Shingle Style, five Neoclassical Revival, two Spanish Colonial Revival, two Classical Revival, sixteen Ranch, twenty-three Minimal Traditional, eighteen modern, and five which have been altered so extensively the original style is no longer apparent. The majority of buildings are one-story, set in even rows lining both sides of the street, with some of the larger homes set farther back on the lots or up on the hillsides. Most houses are brick, with some use of shingles or weatherboard siding.

The oldest house in the West Side neighborhood is the **Columbus Mills Pace House** (#118, ca. 1860s), which pre-dates the development of the neighborhood and is notable for being a highly intact example of a mid-nineteenth century house along with several of its original outbuildings. Several blocks in the neighborhood were subdivided from the Pace property through the years. Other houses that appear to pre-date the major development period of the neighborhood include the Queen Anne style **Wiltshire Griffith House** (#87, by 1912); **Baker House** (#179, ca. 1910); **Junius Anders House** (#198, ca. 1900); **Lyda House** (#205, ca. 1900); and **Claude M. Pace House** (#242, ca. 1910); the Neoclassical Revival **Jason K. Livingston House** (#101, ca. 1900); **Mauney-Blythe House** (#176, ca. 1902); and **Scheper House** (#188, ca. 1900); the I-house **Mary Penland House** (#120, ca. 1890); the Colonial Revival style **Roberts House** (#137, ca. 1893); and **John G. Grant House** (#204, ca. 1894); the Dutch Colonial Revival **Sylvester Maxwell House** (#161, ca. 1910); and the Classical Revival **Curtis-Burckmeyer House** (#172, ca. 1903).

The first period of large-scale development within the West Side neighborhood occurred from the 1910s through the late 1920s. Many houses in the neighborhood were designed by prominent Hendersonville architect Erle Stillwell. Several are documented as his work based upon existing drawings in the Erle Stillwell architectural drawing collection, and others are noted as being likely to be his work based upon similarity of detailing and style to his documented buildings. Stillwell designed buildings in a variety of styles, but most of his commissions within the West Side Historic District are examples of the Classical Revival and Tudor Revival styles. The bungalows that he designed often included elements from these two styles within the basic form and massing of the bungalow. Some examples of Stillwell's work in the neighborhood are the **Henry J. Quilhot House** (#30), **Hedge-Burrowes House** (#33), the **Oral E. Hedge House** (#34), **Dr. Oswald Smith House** (#35), **John W. Small House** (#69), **Maxwell Apartments** (#127), **Charles A. Hobbs House** (#189), **Ambassador Apartments** (#147), **James Grey, Jr. House** (#162), **Abram Kantrowitz House** (#163), **Dr. J. L. Egerton House** (#171), **William M.**

Sherard House (#193), **Ernest Dodge House** (#200), and **Rosa Edwards Elementary School** (#216), located near the east entrance to the neighborhood, facing Fourth Avenue West.

The bungalow style is by far the most predominant style in the neighborhood, with several particularly notable examples. Some good examples of this house type are the **Abram Kantrowitz House** (#163, 1917) with a cross-gable roof, and an engaged front porch with stone piers and a solid stone balustrade; the **Dr. J. L. Egerton House** (#171, 1913) with shingle siding, a cross gable roof, and a wraparound porch with stone piers; and the **Ashley H. Houston House** (#207, ca. 1925) with striated tan brick walls, a green tile roof, and multi-light casement windows. Particularly notable examples of the Tudor Revival style include the **Hedge-Burrowes House** (#33, ca. 1925) with a multi-gable roof, round arch and multi-light casement windows, and a notable front door and the **William M. Sherard House** (#193, ca. 1925) an expansive house with prominent front gable with half-timbering, sunroom wings, multi-light front door with sidelights and a fanlight, set on a large corner lot.[1] Notable examples of the Colonial Revival include the **James Grey, Jr. House** (#162, ca. 1925) with a classically detailed front entry stoop, multi-panel front door with fanlight and sidelights, and a notable one-story garage and the **Charles A. Hobbs House** (#128, 1922) with a side gable roof with boxed returns, round-arched dormers, one-story wings, shingle siding, classically detailed front doorway, and extensive landscaping. Two Neoclassical Revival style apartment buildings are located in the neighborhood, the **Maxwell Apartments** (#127, ca. 1920) and the **Ambassador Apartments** (#147, ca. 1926). The Maxwell Apartments is the earliest apartment building in the neighborhood, followed by the Ambassador, with later development in the neighborhood including the construction of modern apartment buildings or the conversion of older buildings to apartments.

While most houses were built during the primary period of growth in the neighborhood from 1910 to the late 1920s, there are several notable examples of houses dating from 1930 through the late 1940s, when there was a shorter period of development which took place in the neighborhood. Some notable examples of these include the side-gable cottage **Luke A. Wingert House** (#29, 1935), the Colonial Revival **John W. Small House** (#69, ca. 1939), the Minimal Traditional **Roy Creager House** (#178, ca. 1948), the **John S. Forrest House** (#185, ca. 1943); and the Craftsman bungalow **Oscar Latt House** (#202, 1930).

[1]Architectural drawing collection of Erle Stillwell. Located at Harley-Ellis Architects, Asheville, North Carolina. Not accessible to the public. Many of the houses listed are documented within this inventory, and some are noted as possible designs of Stillwell based upon owner-provided information.

INVENTORY LIST

Houses are listed in the order of north-south streets first, followed by east-west streets. North-south streets are listed with the west side of street first; and east-west streets with the north side first. House construction dates are based upon 1912, 1922, 1926 and 1954 Sanborn maps used in the field, city directories from 1915, 1926, and 1937-1952, owner-provided information, and deeds. The 1915 and 1926 directories are not broken down by street addresses, so without checking deeds on each property it was not possible to link an owner with a specific house. Therefore, many of the houses are named for the owners of record in the directories in the late 1930s since there is a gap in the available directories from 1926 to 1937. The 1937 directory is the first time in which street addresses appear. These sources are noted with each entry.

Contributing properties must be at least fifty years of age and retain their original form. The application of artificial siding, changing of window sash, the addition of modern doors, the screening of a porch, and additions placed away from the main facade of the building are features which are allowed under this classification. Non-contributing buildings are those which are less than fifty years old, or older buildings which no longer retain their original form. This would include the placement of additions which alter the main facade, or enclosure of porches which severely alters the configuration of the entry to a building. If windows are altered through the retrofitting of a smaller window frame within the original opening, this will also make a building non-contributing.

Blythe Street--west side:

1. 323 Blythe Street. Benjamin Foster House. Contributing. ca. 1920.
One and one-half story bungalow with shingle siding, and an irregular floor plan. Side gable roof with projecting front gables. Entry through a projecting front gable bay. Multi-light casement windows and an arched vertical panel front door. Exterior end brick chimney. House sits on a small level lot. Benjamin and Bertha Foster owned this house from at least 1937 until 1951. They may have been the original owners. The Fosters were associated with the Florida Fruit Market. (Sanborn maps, city directories).

1A. Garage. Contributing. ca. 1920.
One-story frame building with a front gable roof, shingle siding, and an addition on the north side. Greenhouse addition on the south side.

2. 315 Blythe Street. Edward T. Draper Savage House. Contributing. ca. 1920.
One-story bungalow with a side gable roof and projecting front gable roof over front entry. Round columns support entry roof. Frame construction with striated brick veneer walls. Windows are three or four-vertical-lights-over-one, and door is a modern replacement. House sits on a small lot. Edward T.

Draper Savage lived here from at least 1937 until 1945. Frank and Emily Woodruff, with Balfour Quarry, lived here from 1948 to 1949. Mrs. Emily Wilkins lived here beginning in 1950. (Sanborn maps, city directories)

3. 311 Blythe Street. Jarviss Hamrick House. Non-contributing. ca. 1920.
One-story front-gable cottage. Currently covered with replacement aluminum siding which covers all original details of the house, including the front entry stoop. Windows and doors are all modern replacements. Brick exterior end chimney. House sits on a small level lot. Jarviss and Amelia Hamrick lived here from 1939 to 1940. Hamrick was a salesman with Railroad Salvage Company. Walter J. and Martha Dixon lived here from 1941 to 1942. Dixon worked for Wing Paper Box Company. William E and Annie T. Unfleet lived here from 1945 to 1948, and Mrs. Hilda Bowen lived here beginning in 1950. While Sanborn maps show this house as being built by 1922, there have been substantial architectural changes which make this a non-contributing property. (Sanborn maps, city directories).

4. 305 Blythe Street. House. Contributing. ca. 1920.
One-story side-gable cottage with a small wing on the north side. Striated brick walls. Notable front exterior brick chimney with a stepped shoulder. Windows are one-over-one and front door is multi-light-over-panel. Small corner lot with railroad tracks to the rear. Sanborn maps indicate this house was built by 1922, but it is not listed in city directories. (Sanborn maps, city directories).

Blythe Street--east side:

5. 326 Blythe Street. Hall J. Reaben House. Contributing. ca. 1920.
One-story bungalow with an irregular floor plan and clipped gable roof. Frame construction and German siding on walls. Sunroom wing projects to the north, and there is a small addition at the northeast corner. Entry stoop has a clipped gable roof and decorative brackets. Exterior end brick chimney. Windows are multi-light casement and eight-over-one. Front door is multi-light over panel. Small level lot. Hall J. and Mary J. Reaben lived here from 1937 to 1944. Reaben was an agent with The Texas Company. Donald M. Barber lived here from 1945 to at least 1951. Barber was the owner-manager of Barber's Studio. (Sanborn maps, city directories).

6. 318 Blythe Street. Carl DeWitt House. Contributing. ca. 1920.
One-story bungalow with a front gable roof and projecting front gable roof over the porch. Frame construction with aluminum siding on walls. Small addition at rear. Front porch details include battered porch posts on brick piers, 2 x 2 balustrade, and a portion of the original wraparound enclosed. Central brick chimney. Windows are six-over-one and door may be a replacement. Small lot. Carl DeWitt lived here from 1939 to 1940. George R. and Maxine C. Foster lived here from 1941 to 1942. Foster worked at Becker's Bakery. Charles L. and Josephine B. Guy lived here from 1943 to 1944. Guy was a draftsman. Pat W. and Lee P. Brown lived here from 1945 to 1946. Brown worked for Brown

Appliance Company. Beginning in 1950, Joseph W. and Susan Brooks lived here. (Sanborn maps, city directories).

6A. Garage. Contributing. ca. 1920.
One-story garage with a front gable roof and German siding.

7. 314 Blythe Street. Wayne L. Swanson House. Contributing. ca. 1920.
One-story bungalow with a front gable roof and projecting cross gable roof over the attached wraparound porch. Bungaloid porch details with a replacement iron balustrade. Frame construction with German siding. Windows are eight-over-one. Exterior end chimney. Small lot. Wayne L. and Martha Swanson lived here from 1937 to 1938. Swanson was employed with Southern Bell. Samuel and Beatrice Silverstein lived here from 1939 to 1940; Mrs. Gertie Stepp lived here from 1941 to 1942; Miss Geneva Stepp lived here from 1943 to 1944; and Charles D. and Inez B. Shepard lived here beginning in 1948. Shepard worked for Gulf Oil Corporation. (Sanborn maps, city directories).

7A. Storage building. Non-contributing. ca. 1955.
One-story front gable storage building.

Taylor Street--west side:

8. 329 Taylor Street. George C. Peebles House. Contributing. ca. 1920.
Two-story bungalow with a projecting wraparound porch at the northeast corner. Front gable roof with knee braces and exposed rafter ends. It appears, based on Sanborn maps, that the second story may have been added ca. 1955. Porch details are bungaloid, with triple battered posts and no balustrade. Frame construction with German siding. One-story addition at rear. Windows onto porch are multi-light-over-one, with modern replacements elsewhere. Multi-light front door. Interior chimney has been stuccoed and capped. Small lot. George C. and Ruby Peebles lived here from 1937 to 1946. Peebles was president-treasurer for Motor Service and Sales, Inc. Lee and Goldie B. Baddock lived here beginning in 1948. (Sanborn maps, city directories).

8A. Garage. Contributing. ca. 1920.
One-story garage with a front gable roof and German siding.

9. 319 Taylor Street. House. Non-contributing. 1958.
One-story Ranch style house with brick veneer walls. Hip roof with wide eaves. Recessed, engaged porch on south side with original iron balustrade. Central brick chimney. Windows are six-over-six, with a multi-light picture window at front. Modern door. (Sanborn maps, owner).

9A. Carport. Non-contributing. 2000.
Freestanding carport, currently under construction.

10. 309 Taylor Street. Orr Rickman House. Contributing. ca. 1910.
One-story side-gable cottage with an L-shape floor plan. Frame construction, and asbestos siding. Projecting front gable roof over front entry stoop. Replacement posts and balustrade on front stoop. Chimney lowered and capped. Some windows and front door appear to be modern replacements. Small lot. Orr Rickman lived here from 1937 to 1938. Frank and Lassie Dunn lived here from 1941 to 1942. Dunn was employed at Grey Hosiery Mills. Lucius and Elizabeth Morse lived here from 1945 to 1946, and Dosh and Kathryn Anderson lived here from 1948 to at least 1951. Anderson was a carpenter. (Sanborn maps, city directories, owner).

10A. Storage building. Contributing. ca. 1920.
One-story front gable roof storage building with a shed roof carport addition.

Taylor Street--east side:

11. 324 Taylor Street. Domineck M. Lincul House. Contributing. ca. 1920.
One-story-plus-basement bungalow with a front gable roof and knee braces. Brick veneer walls with shingles in the gable ends. Attached front porch with battered posts on brick piers, and no balustrade. Central brick chimney. Windows are four vertical-over-one, and front door is four vertical-over-panel. Lot drops to rear. Granite slab driveway on north side. Domineck M. and Cora M. Lincul lived here from 1937 to 1938. Lincul was a bandmaster. From 1939 until at least 1951, Tilden and Lydia Hill lived here. Hill was a postman. (Sanborn maps, city directories).

12. 320 Taylor Street. Morris E. Hann House. Contributing. ca. 1920.
One-story-plus-basement bungalow with a side gable roof and stepped knee braces. German siding. Attached front porch with front gable roof, round columns on brick piers, and 2 x 2 balustrade. Brick exterior end chimney. Windows are multi-light-over-one, and door is multi-light-over-panel. Screened porch added on south side ca. 1955 to 1960. Small lot drops to rear. Morris E. and Isabel Hann lived here from 1939 to 1940. Hann was a district salesman for Shell Eastern Petroleum. Johnson W. and Callie W. Miller lived here from 1941 to 1942. Miller was a foreman at Grey Hosiery Mill. William D. Olson lived here from 1943 to 1944, and Meyer and Shirley Levinson lived here from 1945 to at least 1951. (Sanborn maps, city directories, owner).

13. 316 Taylor Street. House. Non-contributing. ca. 1955.
One-story Ranch style house with a hip roof and brick veneer walls. Recessed entry stoop. Central brick chimney. Modern awning windows and doors. Carport at southwest corner. This house replaces an older house on this lot which faced Third Avenue West. (Sanborn maps, city directories).

Oak Hill Court--west side:

14. 539 Oak Hill Court. Goldie Cline House. Contributing. ca. 1920.
One and one-half story Tudor Revival cottage with a steep hip roof and front gable roof on projecting wing to front. Stucco walls. Central brick chimney with chimney pots. Multi-light casement windows. Small level lot. There is no listing in directories for this house until 1948, even though it appears on Sanborn maps ca. 1920. Mrs. Goldie Cline lived there until at least 1951. (Sanborn maps, city directories).

14A. Storage building. Contributing. ca. 1920.
One-story storage building with steep front gable roof and stucco walls.

15. 535 Oak Hill Court. Samuel H. Hunt House. Non-contributing. ca. 1956.
One-story bungalow with a front gable roof and aluminum siding. Shed roof carport added on south side. Small entry stoop with front gable roof and replacement posts. Some windows appear to be replacements. Small lot. (Sanborn maps, city directories).

15A. Garage. Non-contributing. 1970s.
One-story front gable roof garage built of concrete block.

16. 533 Oak Hill Court. Gladys D. Osborne House. Contributing. ca. 1920.
One-story bungalow with a front gable roof and exposed rafter ends. German siding. Front wraparound porch has been screened in. Porch details include battered posts on stuccoed piers and Chinese lattice balustrade. Interior brick chimney. Windows are eight-over-one. Small lot. Mrs. Gladys D. Osborne, widow of Edward R. Osborne, lived here from 1937 to at least 1951. (Sanborn maps, city directories).

16A. Garage. Non-contributing. ca. 1955.
One-story frame, front gable roof garage.

17. 529 Oak Hill Court. Dr. Walter O. Allen House. Contributing. ca. 1920.
One-story bungalow with front gable roof, knee braces, and brick veneer walls. Shingles in gable ends. Attached front porch has a front gable roof, knee braces, and battered posts on brick piers. One brick interior chimney at rear, and one interior end brick chimney on south side.

Windows are four-vertical-over-one, and door is four-vertical-over-two panels. Small lot. Dr. Walter O. and Lucille K. Allen lived here from 1939 to 1940. Harry E. and Annie Turner lived here from 1941 to 1942. The house was vacant for several years, then Gardiner and Virginia Shipman began living here in 1948. They worked for Florida Fruit Company. (Sanborn maps, city directories).

17A. Garage apartment. Non-contributing. ca. 1955.
Two-story garage apartment, appears to be a replacement of an earlier outbuilding on the same location. Front gable roof, vertical board siding.

18. 523 Oak Hill Court. Elizabeth Palamountain House. Contributing. ca. 1920.
One-story bungalow of masonry construction. Hip roof with exposed rafter ends. Walls are painted brick with shingles in the gable ends at the porch. Front porch is attached with a cross-gable roof and it extends to the south to form a porte cochere. Details include knee braces, bungaloid posts, and 2 x 2 balustrade. Interior end brick chimney on south. Windows are nine-over-one, and door is multi-light. Small lot, heavily wooded at front. The house was vacant in the late 1930s. Miss Elizabeth Palamountain lived there from 1941 to 1942, and there apparently was no occupant again until 1950 when William Umfleet lived there. (Sanborn maps, city directories, owner).

18A. Garage. Contributing. ca. 1920.
Two-story garage with a storage room above. Brick on the first floor, shingles on the second. Hip roof.

19. 515 Oak Hill Court. Paul D. Green House. Contributing. ca. 1920.
One-story bungalow with a clipped gable roof and projecting clipped gable roof over the front porch. Vinyl siding. Addition to rear made in the 1960s. Porch details altered with encasement of original posts in vinyl siding, and addition of modern iron balustrade. Windows are one-over-one, some replacement. Multi-light front door. Small lot. Paul D. and Bessie H. Green lived here from 1937 to 1938. Green was a salesman with Hendersonville Supply and Coal. Claude J. and Mary A. Davidson lived here from 1939 to 1942. Davidson worked at the A & P Food Store. Hedden E. and Clara M. Freeman lived here from 1943 to 1944. Harry and Louise O. Byers lived here from 1948 to at least 1951. He worked as an accountant at Ecusta Paper. (Sanborn maps, city directories).

19A. Carport. Non-contributing. ca. 1980s.
Modern storage building and free standing carport.

Oak Hill Court--east side:

20. 534 Oak Hill Court. George W. Tidd House. Contributing. ca. 1920.
One-story bungalow with a hip roof and painted brick walls. A portion of the wraparound porch on the southwest has been enclosed. Original porch details which remain include the front gable roof, bungaloid posts, and knee braces. Windows are multi-light casement, with some modern replacements. Multi-light door. House sits on small lot raised above street. George Tidd, a civil engineer, lived here with wife Emma from 1937 to 1938. Joel J. and Mary E. Johnson lived here from 1939 to 1940. He was a patrolman with the State Highway Department. Eric B. and Dorothy Frady lived here from 1941 to 1942. Frady was a driver for Minico Cleaners and Laundry. The house remained vacant until 1948 when David A. Keith lived there. (Sanborn maps, city directories).

21. 530 Oak Hill Court. Louis A. Herr House. Non-contributing. ca. 1920.
One-story side-gable cottage built by 1922, but with significant alterations. Vertical board walls, enclosed porch, modern doors and windows. Small lot, set back from street. The house was vacant through most of the 1930s and early 1940s. Louis A. Herr lived there beginning in 1948. (Sanborn maps, city directories).

22. 520 Oak Hill Court. House. Non-contributing. ca. 1955.
One-story Ranch style house with a side gable roof and brick veneer walls. Attached carport on south side. Multi-light picture window at front. (Sanborn maps, city directories).

23. 518 Oak Hill Court. William H. Bangs House. Non-contributing. ca. 1920.
One-story front-gable bungalow with modern alterations. Projecting center bay, side gable roof on wings, vinyl siding, recessed entry at front with iron balustrade. It appears from Sanborn maps that the original section is the center, with the wings added. Windows are four vertical-over-one with a picture window in the south wing. Door faces south within the recessed entry. Chimneys are stuccoed. Corner lot. William H. and Marian M. Bangs lived here from 1939 to 1942. Robert T. and Kay Ford lived here from 1945 to at least 1951. Ford was a clerk at Ecusta Corporation. (Sanborn maps, city directories).

23A. Storage building. Non-contributing. ca. 1955.
One-story storage building with a shed roof.

Adams Street--west side:

24. 541 Adams Street. House. Contributing. 1940s.
One-story-plus-basement Minimal Traditional house with a side gable roof. Vinyl siding and some original German siding . Projecting wing at northeast corner has front gable roof. A second porch wing projects to north, above the garage. Front entry stoop with iron balustrade and posts. Interior end chimney. Windows are six-over-six and door is multi-light. Small lot raised slightly above street. Adams Street is not listed in city directories. (Sanborn maps, city directories).

25. 525 Adams Street. House. Contributing. ca. 1950.
One-story front gable cottage with carport added on north side. Raised ridge line, and enclosed front porch with fixed pane windows. German siding. One-over-one windows and single light door into enclosed porch. Small level lot. Adams Street not listed in city directories. (Sanborn maps, city directories).

Valley Street--west side:

26. 407 Valley Street. John L. Paschal House. Non-contributing. ca. 1953.
One-story Minimal Traditional house with a front gable roof and vinyl siding. Attached porch with square posts and 2 x 2 balustrade. Windows are one-over-one and door has three diagonal lights. Small lot. John L. and Elaine H. Paschal apparently built this house. Paschal was a manager at Liberty Life Insurance Company. (Sanborn maps, city directories).

26A. Storage building. Non-contributing. ca. 1953.
One-story front gable storage building with vinyl siding.

26B. Garage. Non-contributing. ca. 1953.
On-story front gable roof garage.

27. 319 Valley Street. House. Non-contributing. 1960s.
One-story Minimal Traditional house with a central bay and wings on either side. Side gable roof with masonite board siding on upper half and brick veneer on lower half. Attached front porch with front gable roof and iron posts. Windows are one-over-one. Front exterior chimney on south wing. Level lot, house set back from street. Sanborn maps from 1926 indicate a house was on this lot, but it doesn't appear to be the same structure. (Sanborn maps, city directories).

28. 313 Valley Street. House. Non-contributing. ca. 1955.
One-story side gable cottage with German siding. Entry stoop. Central brick chimney. Windows are modern. Level lot, house set back from street. (Sanborn maps, city directories).

29. 305 Valley Street. Luke A. Wingert House. Contributing. 1935.
One-story side gable cottage with an L-shape floor plan. Small shed roof addition at rear, front gable on projecting bay at northeast corner. Aluminum siding. Shed roof entry porch added. Interior brick chimney with arched top. Windows are twelve-over-one and door is multi-light-over-panel. Luke A. and Evelyn Wingert lived in the house from 1937 to 1938. They may have been the original owners. Apparently the house was rented to tourists from 1941 to 1942. Clarence G. and Ruby W. Johnson lived in the house from 1943 to 1944, Johnson was a paper maker. Beginning in 1945, Miss Alma Edinger lived in the house. A portion of this lot was originally part of the Eliza Barranger subdivision from September 28, 1925 (Plat Book B, page 127). (Sanborn maps, city directories, owner, plats).

29A. Cottage. Non-contributing. 1970s.
One-story shed roof cottage with shed roof carport to south side.

Valley Street--east side:

30. 520 Valley Street. Henry J. Quilhot House. Contributing. ca. 1925.
One and one-half story Tudor Revival cottage with and L-shape floor plan and a side gable roof with a projecting front gable wing in the center. Main entry at junction of the wings, faces Hedge Alley. Stucco walls, arched multi-light windows, some casement, and some six-over-six. Front door is vertical panel with round arch and a fanlight above. Original attached garage on south side now enclosed and enlarged, with garage door facing south. Stuccoed chimney. This house replaces an earlier house on the same lot. Part of a grouping of houses developed by O. E. Hedge, and later appearing on the Quilhot/Hedge/Arledge subdivision dated May 29 1939 (Plat book B, page 231A). Possibly designed by Hendersonville architect Erle Stillwell. From 1939 to 1940, Mrs. Rebecca Quilhot, widow of Henry J. Quilhot, lived here. James C. and Lula B. Hayers, Sr. and Richard W. and Mildred P. Landeck lived here from 1941 to 1942. James C. Hayers, Jr. lived here from 1943 to 1949. Robert Starnes of Starnes Paint and Wallpaper, lived here beginning in 1950. (Sanborn maps, city directories, plats).

31. 326 Valley Street. House. Non-contributing. 1960s.
One-story front gable cottage with aluminum siding. Small wing at rear, and a carport at the northwest corner. Front porch is screened. Modern doors and windows. . (Sanborn maps, city directories, owner).

32. 310 Valley Street. House. Non-contributing. 1960s.
One-story Ranch style house with a side gable roof and projecting front gable roof bay. Aluminum siding, with brick veneer on lower half of walls. Engaged, recessed entry. Modern doors and windows. Chain link fence. (Sanborn maps, city directories).

32A. Storage building. Non-contributing. ca. 1955.
One-story side gable roof storage building.

Ehringhaus Street--west side:

33. 525 Ehringhaus Street. Hedge-Burrowes House. Contributing. ca. 1925.
One and one-half-story Tudor Revival house with a one-story wing at rear. Multi-gable roof, and stucco walls. Windows are both round arch and multi-light casement. Front door is vertical lights with a round arch. Exterior end brick chimney. Large lot with notable picket fence and brick posts. The current owners have joined the original house and outbuilding together, utilizing compatible materials and details. Possibly designed by Hendersonville architect Erle Stillwell. Part of a grouping of houses developed by O. E. Hedge, and later appearing on the Quilhot/Hedge/Arledge subdivision dated May 29 1939 (Plat book B, page 231A). The house was built by O. E. Hedge, who owned the property until Ray R. Arledge bought it ca. 1939. Apparently there were a series of renters in the house through the years, with the owner after Arledge being Mrs. Margery Burrowes, a teacher at Country Day School in Asheville. From 1972 to 1978, the house was occupied by Margaret and John Travers Moore, both poets, and the house was named Poet Haven. The Moores expanded the garden and renovated much of the house. It served as a literary museum for Hendersonville. (Sanborn maps, city directories, newspaper articles, owner, plat maps).

34. 519 Ehringhaus Street. Oral E. Hedge House. Contributing. ca. 1920.
Two-story Tudor Revival house with many Craftsman interior features, including light fixtures. Hip roof with wide eaves and curving rafter ends. Stucco walls and half timbering. Wraparound porch on northeast corner, with square posts, 2 x 2 balustrade, and a portion enclosed. The entry stoop at front exhibits many Craftsman details. Balcony at southeast corner. Windows are multi-light casement and front door is dutch door with glass over vertical boards. Very small lot. Possibly designed by Hendersonville architect Erle Stillwell. Part of a grouping of houses developed by O. E. Hedge, and later appearing on the Quilhot/Hedge/Arledge subdivision dated May 29, 1939 (Plat book B, page 231A). Oral E. Hedge apparently had this house built and lived here until the mid 1970s. House was moved ca. 1925 two house lots to the north from its original location at the corner of Fifth Avenue West and Ehringhaus Street. (Sanborn maps, city directories, owner, plat maps).

34A. Garage. Non-contributing. ca. 1955.
One-story garage with pyramidal roof, on south side. Stucco walls and flared eaves.

35. 513 Ehringhaus Street. Dr. Oswald Smith House. Contributing. ca. 1925.
One and one-half-story Tudor Revival house with a carport added at the south side. Steeply pitched multi-gable roof and stucco walls. Windows are six-over-six and four-over-four, and door is wood panel. Small lot. Part of a grouping of houses developed by O. E. Hedge, and later appearing on the Quilhot/Hedge/Arledge subdivision dated May 29, 1939 (Plat book B, page 231A). Possibly designed by Hendersonville architect Erle Stillwell. Dr. Oswald and Lavinia Smith lived here from 1937 to 1938. Smith was a dentist. George W. and Lillian A. Caraker lived here from 1939 to 1940. Mrs. Margaret Hannon lived here from 1941 to 1942. Mrs. Doris Pratt apparently owned the house beginning in 1945, and rented it to tourists in the late 1940s. Mrs. Eleanor Strong, widow of Milo O. Strong, owned the house beginning in 1950. (Sanborn maps, city directories, owner).

35A. Cottage. Contributing. ca. 1925.
One and one-half-story cottage with steep multi-gable roof, stucco walls, and six-over-six windows.

36. 405 Ehringhaus Street. House. Non-contributing. ca. 1920.
Two-story house with many additions and alterations. Possibly originally an outbuilding to the Sylvester Maxwell House (#161), since there is evidence of some older structure on the sides of this building. Hip roof with brick veneer and German siding walls. Six-over-six windows, modern door. No separate listings in city directories. (Sanborn maps, city directories).

37. 321 Ehringhaus Street. Rev. Arcemus V. Reese House. Contributing. ca. 1925.
Two-story Colonial Revival house with a central hall plan, side gable roof, and a one-story wing to the south. Central two-story bay at front added. Two exterior end chimneys. Six-over-six windows, modern door. Reverend Arcemus V. Reese lived here from 1939 to 1940. James J. and Sallie K. Pace lived here from 1943 until at least 1951. Pace was a manager at Crystal Barber Shop. (Sanborn maps, city directories).

38. 317 Ehringhaus Street. Fred C. Jervis House. Contributing. ca. 1925.
One-story bungalow with a front gable roof and vinyl siding. Attached front porch with front gable roof, square posts, and 2 x 2 balustrade. One-over-one windows, possibly replacements, and a modern door. Fred C. and Myrtle Jervis lived here from 1937 through the early 1950s. Jervis was principal at Dana School. (Sanborn maps, city directories).

39. 313 Ehringhaus Street. Missina E. King House. Contributing. ca. 1925.
One-story bungalow with a front gable roof and weatherboard siding. Attached front porch details include carved posts on stone piers, and exposed roof structure. Windows are one-over-one and door is multi-light. Deck added on south side. Missina E. and Lillie King lived here

from 1937 to 1942. Mrs. King continued to live here until the early 1950s. (Sanborn maps, city directories).

Ehringhaus Street--east side:

40. 316 Ehringhaus Street. House. Non-contributing. 1960s.
One-story Minimal Traditional style house with side gable roof, shed roof porch, and masonite siding. Modern windows and door. (Sanborn maps, city directories).

40A. Carport. Non-contributing. 1980s.
Free-standing carport at rear of lot.

41. 344 Ehringhaus Street. House. Non-contributing. 1960s.
One-story plus basement Minimal Traditional style house with a low hip roof and asbestos siding, probably original. Interior brick chimney. Modern windows and door. House raised slightly above street level. Garage located at basement level. (Sanborn maps, city directories).

42. 312 Ehringhaus Street. House. Non-contributing. ca. 1952.
One-story Minimal Traditional style house with a side gable roof. Wing on south side. Asbestos siding, probably original. Front porch with iron balustrade. Central brick chimney. Six-over-six windows and multi-light door. Notable stone retaining wall at drive. (Sanborn maps, city directories).

43. 302 Ehringhaus Street. House. Non-contributing. 1960s.
One-story Ranch style house with side gable roof and brick veneer walls. Wing at south side. Interior brick chimney. Modern windows and door. (Sanborn maps, city directories).

43A. Storage building. Non-contributing. 1960s.
One-story shed roof storage building.

N. Whitted Street--west side:

44. 525 N. Whitted Street. William Williams House. Contributing. ca. 1920.
One-story bungalow with a small addition at the northwest corner. Hip roof with exposed roof rafters, asbestos siding, and brick veneer on addition. Engaged front porch has replacement iron posts on brick piers and iron balustrade. Windows are eight-over-one and door is multi-light. Low stone retaining wall at sidewalk. House was originally lots 10, 11, 12 of S. Maxwell's 5th Ave. Subdivision (1919). Lot 10 was originally bought by A. Y. Arledge from Maxwell (1919, Book 102, 44); lots 11 and 12 were bought by Dr. W. A. McKenzie from Maxwell (1919, Book 108, 51). William Williams, a salesman, lived here from 1937 to 1938. William P. Chaney and

wife Fannie, a dressmaker, lived here from 1939 to at least 1951. (Sanborn maps, city directories, plats, deeds).

44A. Storage building. Non-contributing. ca. 1955.
One-story storage building with a front gable roof and vertical plank walls, on same site as the original outbuilding.

45. 521 N. Whitted Street. King G. Morris House. Contributing. ca. 1925.
One-story bungalow with a side gable roof and knee braces. German siding. Pronounced Craftsman-influenced front attached porch with battered posts on stuccoes piers. Exterior end stuccoed chimney. Windows are one-over-one and door is multi-light with sidelights. House is set way back on lot. House was originally lot 9 of the S. Maxwell subdivision. A. Y. Arledge bought the lot from Maxwell (1919, Book 102, 44). King G. and Daisy L. Morris lived here from 1937 to 1938. Morris worked for Brownlow Jackson & Son. Byers D. Johnson lived here from 1939 to 1944. Raymond and Margie Capps lived here from 1945 to 1946. Capps was a salesman at Efird's Department Store. Jason P. and Jeanetta McGee lived here from 1948 to 1951. (Sanborn maps, city directories, plats, deeds).

46. 517 N. Whitted Street. Curtis Candler House. Contributing. ca. 1920.
One-story side-gable cottage with shingle siding. A portion of the engaged front porch has been enclosed with a shed roof covered by metal. Remainder of porch has square posts and a solid shingled balustrade. Exterior end stone chimney. Windows are six-over-six replacements, and door is six-lights over vertical panels. House is set way back on its lot, which was lot 8 of the S. Maxwell subdivision. A. Y. Arledge bought the lot from Maxwell (1919, Book 102, 44). Curtis Candler lived here from 1937 to 1938. Fred and Willie M. Swilling lived here from 1939 to 1940. Swilling was a salesman with a piano store. Audrey Page, a salesman, and wife Helen lived here from 1941 to 1942. Samuel and Evelyn H. Gunter lived here from 1943 to at least 1951. Gunter was a traveling salesman. (Sanborn maps, city directories, plats, deeds).

47. 515 N. Whitted Street. Claude M. Drake House. Contributing. ca. 1925.
One-story bungalow with a side gable roof and knee braces. German siding. Engaged front porch has a solid balustrade covered with German siding, and square posts. Windows are eight-over-one and four vertical-over-one. Door is multi-light. House sits on a small lot, set back from the street. Claude M. and Annie B. Drake lived here from 1937 to 1938. Drake worked at Central News Stand. Norman and Ruth D. Miller, Jr. lived here from 1941 to 1942. They were associated with Millers' Laundry and Cleaners. Paul E. and Sybil B. Holdford lived here from 1943 to 1944. Reynolds and Emma S. McGaha lived here from 1945 to 1946. From 1948 to at least 1951, Charles Campfield lived here. (Sanborn maps, city directories).

47A. Garage. Non-contributing. ca. 1955.
One-story front gable garage with plywood siding.

48. 513 N. Whitted Street. Miss Missouri Rector House. Contributing. ca. 1920.
One-story Tudor Revival-influenced cottage with a side gable roof and a front gable roof at the northeast corner. Walls are stucco with half-timbering. Engaged front porch has replacement balustrade and posts, with a portion enclosed. Windows are eight-over-one and door is multi-light over panel. Set back from street on a small lot. Miss Missouri Rector lived here from 1937 to 1944. Mrs. Manimie Freeman lived here from 1945 to at least 1951. (Sanborn maps, city directories).

49. 511 N. Whitted Street. Robert S. Gibbs, Jr. House. Contributing. ca. 1925.
One-story bungalow with a multi-gable roof and knee braces. Vinyl siding. Front exterior end chimney has been stuccoed. Windows are six-over-six. Porch has been enclosed, at southeast corner, but original details are still visible, included battered posts on stuccoed piers, original brick steps. Deck added at rear. Lot was originally lot 7 of the S. Maxwell subdivision, which was bought by A. Y. Arledge from Maxwell (1919, Book 102, 44). Robert S. and Isabella Gibbs, Jr. lived here from 1937 to 1938. Gibbs was an engineer with Duke Power company. Mrs. Hattie Alexander lived here from 1941 to 1944. Charles and Josephine Guy lived here from 1945 to at least 1951. Guy was a draftsman with Erle Stillwell Architects. (Sanborn maps, city directories, plats, deeds).

49A. Garage apartment. Contributing. ca. 1950.
One-story garage apartment with a cross-gable roof, casement windows, modern door, and a shed roof addition on the west side.

50. 319 N. Whitted Street. Robert M. Sharp House. Contributing. ca. 1920.
Two-story Colonial Revival house with a center hall plan, hip roof, and original weatherboard siding. One-story wing at rear. Wraparound porch with tapered posts on brick piers, no balustrade. Upper porch with turned columns and hip roof above center bay of lower porch. Pair of interior brick chimneys. One-over-one windows and single-light-over-panel front door. Large lot with mature trees. Robert M. and Phyllis J. Sharp, of Richmond, Virginia, lived here from 1937 to 1938. They apparently lived here part of the year through 1944, with the house remaining vacant part of the time. William T. and Elvira Williams lived here from 1945 to 1946, and Hazel Wachtel lived here from 1948 to at least 1951. The small cottage to the west appears to have been an outbuilding to this house originally (#51). (Sanborn maps, city directories).

50A. Garage and storage building. Non-contributing. ca. 1955.
One-story frame building with shed roof and board and batten siding.

51. 313 N. Whitted Street. House. Contributing. ca. 1920.
One-story hip-roof cottage with a standing-seam metal roof covering. Shed roof addition on a concrete block foundation at rear. Weatherboard siding, with plywood panel siding on newer sections. Shed roof porch with 4 x 4 posts, no balustrade, portion enclosed on the southeast. Two-over-two and some newer windows. Three-vertical-over-panel front door. This cottage apparently was originally associated with the property at 319 N. Whitted Street (#50). According to the current owner, this cottage was used as a summer home for a family from Florida for many years. There was an orchard to the front of it, probably also originally associated with 319 N. Whitted Street. (Sanborn maps, city directories).

N. Whitted Street--east side:

52. 412 N. Whitted Street. Thomas Kirk House. Contributing. ca. 1925.
One-story-plus-basement hip-roof cottage with a two-story addition at rear. Hollow tile construction with stucco walls. Attached front porch with brick posts supporting a hip roof. Eight-over-one windows and modern door. Lot slopes to rear. Thomas and Elizabeth Kirk, of Jacksonville, Florida, lived here part of the year from 1937 to 1938. Lee and Mabel Moose lived here from 1941 to 1942. Moose was a pharmacist. Nathaniel Jones, a laborer, lived here from 1943 to 1944. Henry L. and Helen Turston owned the house from 1945 to at least 1951. (Sanborn maps, city directories).

53. 326 N. Whitted Street. David Newman House. Contributing. ca. 1925.
One-story side-gable cottage with weatherboard siding and German siding on a rear addition. Shed roof front porch with replacement posts and balustrade. Exterior end chimney. Six-over-six windows and modern door. David Newman, a realtor, lived here from 1937 to 1938. Benjamin Simmons, a timekeeper, lived here from 1939 to 1940. Horace and Violet Reeler lived here from 1941 to 1942. Reeler was a paper carrier. Whitney and Margaret Amadio owned the house from 1945 to at least 1951. (Sanborn maps, city directories).

54. 322 N. Whitted Street. Murphee House. Contributing. ca. 1920.
One and one-half-story bungalow with vinyl siding, including covering porch posts. Deck added to rear. Side gable roof with shed roof dormer, exterior end chimney. Front engaged porch piers are stuccoed. Three vertical-over-one and casement windows. Multi-light door. Picket fence. Mrs. Lou Murphee lived here from 1937 to 1938. Jesse H. and Gertrude E. Holdford lived here from 1939 to 1940. Holdford was a waiter at Shorty's Pig. Mrs. Lillie Morris, widow of Vernon Morris, lived here from 1941 to 1942. Angel Page, with Beulah Corporation, lived here from 1943 to 1944; and Lonnie and Nellie Charles lived here from 1945 to at least 1951. Charles was a painter. (Sanborn maps, city directories).

55. 318 N. Whitted Street. Lawrence Crouch House. Contributing. ca. 1920.
One-story plus basement bungalow with hip roof and projecting gable roof bays. Stepped knee braces. Shingle siding. Attached front porch has replacement iron posts. Exterior end chimney. Six-over-six and twelve-over-one windows, modern door. Lot slopes to rear, picket fence. Lawrence and Tressie Crouch lived here from 1937 to 1938. Mrs. Alice Smith lived here from 1941 to 1942. Cyril E. and Emma L. Livingstone, with Tracy's Lunch Room, lived here from 1943 to 1944. Jesse Lee, USCG, lived here from 1945 to 1949, and Ernest Gimple lived here beginning in 1950. The house may also have been owned or rented by pastors associated with the First Presbyterian Church. (Sanborn maps, city directories, owner).

56. 312 N. Whitted Street. George F. Knappen House. Contributing. ca. 1920.
One-story plus basement bungalow with a cross gable roof, weatherboard siding on first floor, and shingles in gable ends. Wraparound bungaloid porch with solid brick balustrade. Central Interior end chimney. Eight-over-one and casement windows. Modern door. George F. and Anna Knappen lived here from 1937 to 1942. Mrs. Bessie Arledge, widow of William Arledge, lived here from 1943 to 1944. Elvin and Ethel G. Poole lived here from 1945 to 1945. Richard and Maude Bradburn lived here from 1948 to at least 1951. Fair condition, currently being renovated. (Sanborn maps, city directories).

Oak Street--west side:

57. 523 Oak Street. Richard A. Willis House. Non-contributing. ca. 1954.
One-story Minimal Traditional style house with a garage wing on the north side. Side gable roof, with front gable over garage. Asbestos siding, probably original. Attached entry stoop with front gable roof, 2 x 2 balustrade, square posts, patio to north. Exterior end stone chimney with beaded mortar. One-over-one and picture windows; solid panel door. Sits above street on a hill, with retaining wall at sidewalk level. This house was apparently built by Richard A. Willis, and does not appear in city directories before 1954. (Sanborn maps, city directories).

58. 521 Oak Street. Samuel O. Sullivan House. Contributing. ca. 1920.
One-story front-gable bungalow with aluminum siding. One-story addition at rear. Attached front porch with triple square posts on stone piers, no balustrade; uncovered patio to south. Replacement one-over-one windows; six-light-over-two-panel front door. Set high on hill above street. Samuel O. and Mollie Sullivan, of Anderson, South Carolina, lived here from 1937 to 1938. Mrs. Mary C. Brinson, widow of James M. Brinson lived here from 1939 to at least 1951. (Sanborn maps, city directories).

58A. Cottage. Contributing. ca. 1925.
One-story side gable roof cottage.

Oak Street--east side:

59. 542 Oak Street. Mark Bowen House. Contributing. ca. 1925.
One-story bungalow with a front gable roof and knee braces. German siding. Wraparound porch with cross gable roof, battered posts on painted brick piers, 2 x 2 balustrade. Exterior end chimney at porch on north side. Three-vertical-over-one windows; six-light front door. Corner lot. This was originally Lot 30 of the C. F. Bland subdivision, purchased by K. G. Morris from Bland (Morris also bought lots 31-33, now part of 538 Oak Street). Mark and Kate Bowen lived here from 1937 to 1938. Mrs. Annie Harding, widow of Thomas Harding, lived here from 1939 to 1949. Robert W. and Floyd C. Maney lived here beginning in 1950. Maney was an accountant with Ecusta Paper. (Sanborn maps, city directories, plats, deeds).

60. 538 Oak Street. William H. Cale House. Contributing. ca. 1920.
One-story plus basement bungalow with a cross gable roof. German siding and bungaloid porch. Porch originally was a wraparound, now replaced on the south side with a flat-roof carport extension. Exterior end chimney, on south side. Multi-light-over-one windows; multi-light-over-panel front door. Small lot drops to rear. A portion of this house lot was originally bought by Claude Brown from C.F. Bland, the developer, designated as Lots 34 and 35 of the C. F. Bland sub-division. The property now includes Lots 34, 35, 31, 32, and 33 of the original plat (1920, Deed book 108, 83). It appears that William H. and Agnes Cale were the original owners of this house. He was a traveling salesman. The Cale family occupied the house until at least 1951. (Sanborn maps, city directories, plats, deeds).

60A. Storage building. Contributing. ca. 1920.
One-story frame storage building with German siding and front gable roof.

61. 534 Oak Street. Carl Goforth House. Contributing. ca. 1925.
One-story plus basement bungalow with a front gable roof and shingle siding. Recessed entry porch on southwest corner, with solid shingled balustrade. Rear addition with asbestos siding. Central brick chimney. One-over-one windows. Lot drops to rear. While this house is not listed in city directories until 1945, it appears on Sanborn maps earlier than this. Carl and Myrtle Goforth lived here from 1945 to 1946; and Mrs. Vivian Watson lived here from 1948 to 1951. (Sanborn maps, city directories).

61A. Carport. Non-contributing. 1970s.
Modern free-standing carport to south side of lot.

62. 528 Oak Street. Frank Y. Haymond House. Contributing. ca. 1920.
One and one-half-story Dutch Colonial Revival house with a gambrel roof and shed roof dormers. Pressed tin roof shingles. Addition at rear with a new brick chimney and deck.

Narrow width German siding. Attached front porch with square posts with beveled corners and no balustrade. One-over-one windows. Small lot, drops to rear. Frank U. Haymond, and Dr. Philip and Mary Rupp lived here in 1937 to 1938. Haymond , a cabinet maker, and wife Milda lived here from 1939 to 1942; Mrs. Haymond continued to live here from 1943 to at least 1951. Fair condition, currently under renovation. (Sanborn maps, city directories).

63. 520 Oak Street. Dr. Phillip Rupp House. Non-contributing. ca. 1939.
Two-story building which appears to have originally been a garage with a modern second story added. Original garage doors visible on northwest corner, with modern addition above. Side gable roof, German siding. Set back from street. It appears that this building was originally an outbuilding to 528 Oak Street to the north (#62). Dr. Phillip Rupp lived here beginning in 1939; he was listed as living at 528 Oak Street previous to this. The building was vacant in the early 1940s. Hugh T. and Linna C. Durham lived here from 1945 to 1946. Durham was a driver for Skyland Cleaners. The building was rented to "tourists" from 1948 to 1949, and Samuel and Dorothy Hottel lived here from 1950 to 1051. Hottel worked for Quality Bakery. (Sanborn maps, city directories).

64. 510 Oak Street. House. Non-contributing. ca. 1955.
One-story-plus-basement modern house with unusual angled iron posts on porch. Modern multi-light windows. Front gable roof; building entry faces north. Masonite board siding, with patterned plywood vertical boards in gable ends. (Sanborn maps, city directories).

65. 322 Oak Street. Julia Ray House. Non-contributing. ca. 1920.
One-story side-gable cottage with an addition to rear, aluminum siding. Front porch entirely enclosed with aluminum siding on walls, and modern windows. Replacement windows elsewhere. Julia Ray, a cook, lived here from 1937 to 1940. Theo Breedlove, a tailor, lived here from 1941 to 1944. Lula Murray and henry Glenn (a waiter), lived here from 1945 to at least 1951. (Sanborn maps, city directories).

Justice Street--west side:

66. 527 Justice Street. Louis Williams House. Contributing. ca. 1950.
One-story bungalow with hip roof, wide eaves, and striated brick veneer walls. Engaged corner porch with tapered paneled posts, no balustrade. Exterior end brick chimney onto porch. Four-vertical-over-one and some modern replacement windows; three-vertical-over-panel door with pediment supported by decorative brackets. Corner lot. Louis and Minnie G. Williams, with Williams, Weisberg, & Co. auto accessories, lived here from 1937 to 1942. Russell A. and Rachel T. Katzenmoyer lived here from 1943 to 1946. Katzenmoyer was a foreman at Chipman-LaCross Mills. Morris and Anne W. Kaplan, with Louis Williams & Sons, lived here from 1948 to 1951. (Sanborn maps, city directories).

67. 525 Justice Street. Alex Patterson House. Contributing. ca. 1920.
One-story bungalow with Tudor Revival details. Front gable roof with side gable roof porte cochere to north. Wide eaves, exposed rafter ends. Half-timbering in gable ends; striated brick veneer on lower walls. Front porch has tapered posts on brick piers, solid brick balustrade, curved brackets at posts, enclosed at southeast corner. Small lot. Alex and Bessie F. Patterson lived here from 1937 to 1942. Patterson was president-manager of The Leader women's wear. Louis Williams lived here from 1943 to at least 1951. (Sanborn maps, city directories).

67A. Garage. Contributing. ca. 1940.
One-story front gable garage with German siding.

Parking lot to south, tax parcel #956807.58.4521

68. 513 Justice Street. Office Building. Non-contributing. 1990s.
Two-story modern office building with a side gable roof, brick veneer walls, modern windows and doors, parking lot to front. Replaces an older house and outbuilding on the same lot. (Sanborn maps, city directories).

69. 501 Justice Street. John W. Small House. Contributing. ca. 1939.
Two-story Colonial Revival style house with a side gable roof, painted brick veneer walls, and an entry stoop at the northeast corner. Interior front brick chimney. Eight-over-eight windows with round arches on first level. Heavily landscaped lot; southern elevation not visible from street. Designed by Erle Stillwell for John W. Small. Replaces an earlier house on the same lot. John W. and Mary W. Small lived here from 1939 to 1944. Claude L. and Lizzie B. Reid lived here from 1948 to at least 1951. (Sanborn maps, city directories, Stillwell drawing collection).

69A. Garage. Contributing. ca. 1939.
One-story, two-bay garage with steep side gable roof and original garage doors. Brick veneer walls.

70. 329 Justice Street. James D. Lucas House. Contributing. ca. 1920.
Two-story Four Square house with a full-width one-story wing at rear. Hip roof, weatherboard siding, two interior brick chimneys. Wraparound, U-shape porch with square posts with beveled corners, 2 x 2 balustrade. Two-over-two windows, with some fixed stained-glass windows. Single-light-over-panels front door. Large corner lot. James D. and Janie Lucas lived here from 1937 to 1938. Lucas was Norwegian Consul, with a home part of the year in Charleston, South Carolina. R. Coke and Virginia Gray lived here from 1939 to at least 1951. They were also residents of Columbia, South Carolina. (Sanborn maps, city directories).

70A. Storage shed. Non-contributing. ca. 1955.
One-story frame storage shed.

71. 317 Justice Street. George H. Valentine House. Contributing. ca. 1910.
Two-story Four-Square house with the original weatherboard siding. One-story full-width wing at the rear appears to be original. Hip roof with hip roof dormer and wide eaves. Wraparound porch, enclosed at the southeast corner. Porch has round columns and no balustrade. Central brick chimney. Windows are diamond-pane-over-one. Stone foundation with beaded mortar joints. Large lot with mature trees. The house appears on the 1922 Sanborn map, but may have been built as early as 1910. It appears that George H. Valentine was the original owner of this house. He was a lawyer with offices at 306-308 State Trust Building in downtown Hendersonville. He lived here until at least 1951. (Sanborn maps, city directories).

71A. Garage. Non-contributing. ca. 1955.
One-story front gable roof garage with aluminum siding. Carport added to front. May be a replacement of an earlier outbuilding in the same location.

Justice Street--east side:

72. Gary T. Whitlock House. Contributing. ca. 1920.
One-story bungalow with a hip roof and a projecting front gable roof over front porch. Vinyl siding. Engaged front porch has been screened, but no other apparent changes. Square posts, knee braces, and solid balustrade. Interior end chimney. Windows are one-over-one. Small lot. Gary T. Whitlock lived here from 1937 to 1946. Jack M. and Esther L. Davies lived here from 1948 to at least 1951. Davies was a foreman at Ecusta Paper Corporation. (Sanborn maps, city directories).

72A. Storage building. Contributing. ca. 1925.
One-story front gable roof storage building with vinyl siding.

73. 318 Justice Street. House. Contributing. ca. 1950.
One-story front-gable cottage with stone walls (solid masonry construction). Storage/garage wing added to the south side with a flat roof. Set back from street. May be a former outbuilding to the Dixon Health Resort which was located on the adjacent lots (#74 and #77). (Sanborn maps, city directories).

74. 316 Justice Street. House. Non-contributing. ca. 1955.
One-story Ranch style house with a hip roof and brick veneer walls. Recessed entry stoop with iron posts and no balustrade. Interior brick chimney. Windows are multi-light picture and

modern one-over-one. Modern door. Garage attached to house on south side. Small lot. (Sanborn maps, city directories).

Fleming Street--west side:

75. 321 Fleming Street. Charles C. Booker House. Contributing. ca. 1920.
One-story bungalow with a hip roof and wide eaves. Vinyl siding. Rear wing added. Original full-width engaged front porch now partially enclosed as a sunroom, with a solid balustrade, but still reads as a porch. Interior brick chimney. Windows are one-over-one, and door is multi-light. Small lot, house set slightly above street level. Charles C. and Marie Booker lived here from 1937 to 1942. Booker was a traveling salesman. Andrew B. and Mabel E. Allen lived here from 1943 to 1949. Allen W. and Rose Honsermyer lived here beginning in 1950. (Sanborn maps, city directories).

75A. Storage building. Contributing. ca. 1920.
One-story building connected to main house by a roof covering over driveway.

76. 317 Fleming Street. Boyd H. Blanton House. Contributing. ca. 1920.
One-story bungalow with stone veneer walls and porch posts, and beaded mortar joints. The only example of a stone bungalow in the district. Hip roof with wide eaves. Engaged front porch has tapered posts and a solid stone balustrade. Interior end stone chimney. Windows are one-over-one and door is a modern replacement. Granite retaining wall. According to the current owner, this house may have been rented through the years to teachers from Judson College, located just across Fleming Street. Boyd H. and Rosa Blanton lived here from 1937 to 1938. Blanton was an agent with Standard Oil Company. Miss Iva B. Laing lived here from 1939 to 1942. William T. and Nora C. McMahon lived here from 1945 to 1946, with Mrs. McMahon continuing to live in the house until at least 1951. (Sanborn maps, city directories, owner).

76A. Apartment. Non-contributing. ca. 1950.
Two-story apartment which appears to encase an earlier one-story outbuilding. Several modern alterations.

77. 305-307 Fleming Street. Apartments. Non-contributing. 1960s.
One-story modern apartment building with side gable roof and brick veneer walls. Modern doors and windows, and recessed entry. 307 Fleming sits further back on lot from 305, but is joined to 305 at the northwest corner. (Sanborn maps, city directories).

78. 219 Fleming Street. Oscar A. Meyer House. Contributing. ca. 1910.
One and one-half story late Queen Anne style house which retains its original form and massing, but has changes to the original door and replacement porch posts and balustrade. Original front

door has been filled in, with current door to north. Typical irregular floor plan, frame construction. High hip roof with front gable dormers and stucco walls. One-over-one windows. Large corner lot. House appears by 1922, but may date closer to ca. 1910. Oscar A. and Frances Meyer lived her from 1926 to 1938. Meyer may have been the original owner. He was a manager at Duke Power Company. David M. and Roselyn R. Wells lived here from 1939 to 1940. Wells was a painter. C. Spurgeon and Delpha S. Edmundson lived here in 1943 to 1944 and again from 1948 to at least 1951. The house was vacant for part of the 1940s. Fair to poor condition. (Sanborn maps, city directories).

79. 213 Fleming Street. Reverend Fred G. MacKenzie House. Contributing. ca. 1910.
Two and one-half story late Queen Anne style house with a high hip roof and front gable dormers. Vinyl siding. Attached wraparound porch has been enclosed at the southeast corner. Fire escape stairs at southwest corner and a one-story wing at the southeast corner, now part of the enclosed porch. Central brick chimney. One-over-one windows, possibly replacements. Large lot with mature trees. While appearing by 1922, the house probably dates from ca. 1910. Reverend Fred G. MacKenzie, pastor at Grove Street Gospel Church, lived here from 1937 to 1938. James M. and Katherine Butler, with Tumble Inn Sandwich Shop, lived here from 1939 to 1940. Nathan Brenner, of The Fashion Shop, lived here from 1941 to 1942. Mrs. Lillian O. Morris, widow of Vernon Morris, lived here from 1943 to 1944. George W. and Elizabeth M. Taylor lived here from 1945 to 1946. Taylor was a civil engineer. The house was vacant in the late 1940s to early 1950s. (Sanborn maps, city directories).

Fleming Street--east side:

80. 320 Fleming Street. House. Contributing. ca. 1925.
One-story hip-roof cottage with vinyl siding and a central brick chimney. Hip roof over the front entry was added ca. 1950. Modern windows and multi-light-over-panel door. Front center bay was This house appears to have originally been an outbuilding to 536 Fourth Avenue West (#210), and is not listed separately in city directories. (Sanborn maps, city directories).

81. 216 Fleming Street. Emma Thompson House. Non-contributing. ca. 1920.
Two-story Shingle Style house with many changes. Irregular floor plan with the original section appearing to be an L-shape. Several additions by 1954, including wings to south and east, and an addition to the north after this time. Hip roof with wide eaves and aluminum siding. Interior brick chimney. Upper level of original two-story porch at southwest corner of house has been enclosed to create a sunroom. The original shingle siding of the house is visible inside this sunroom. First level of porch is recessed. Porch has many elements encased in replacement siding. Windows are one-over-one, some replacement, and the front door is a replacement. Mrs. Emma Thompson, widow of J. C. Thompson, lived here from 1937 to 1938. The house was vacant through much of the 1940s. John Rena lived here from 1945 to 1946, apparently as a

summer home. Reverend Nicholas C. Hughes and the School for Little Folks kindergarten occupied the building from 1948 to at least 1951. (Sanborn maps, city directories).

81A. Storage building. Contributing. ca. 1920.
One-story storage building with front gable roof and modern door and windows. German siding.

Buncombe Street--west side:

82. 317 Buncombe Street. Roy G. Walls House. Contributing. ca. 1920.
One-story-plus-basement hip-roof cottage with a center hall plan and asbestos siding. Attached front porch has front gable roof, and replacement posts and balustrade. Windows are one-over-one. Curved brick wall and steps lead down to the yard at rear. Lot drops to rear. Roy G. and Mildred Walls lived here from 1937 to 1938. Walls was a novelty maker. Mrs. Nina Blocker lived here from 1939 to at least 1951. Fair to poor condition. (Sanborn maps, city directories).

83. 311 Buncombe Street. Ralph W. Jones House. Contributing. ca. 1920.
One-story-plus-basement bungalow with a front gable roof and knee braces. German siding. Part of rear porch at the northwest corner enclosed between 1922 to 1926. Front attached wraparound porch details include battered posts on brick piers, Chinese latticework balustrade, and a hip roof. Exterior end brick chimney. Four vertical-over-one windows, and three vertical-over-panel front door. Small lot drops to rear. Ralph W. and Eleanor Jones lived here from 1937 to 1938. Jones was principal at Etowah School. Daniel and Annie Bufano, of Miami, Florida, apparently lived here part of the year from 1939 to 1940. Arthur and Lena Redden lived here from 1941 to 1944. Redden was a lawyer. Mrs. Erma Faulkner lived here from 1945 to at least 1951. (Sanborn maps, city directories).

84. 303 Buncombe Street. James F. Stepp House. Contributing. ca. 1900.
One-and-one-half-story late Queen Anne style house with a multi-gable roof and front gable dormers. Original tin roof is visible in places, under the current asphalt shingles. Boxed returns, wide eaves, and original weatherboard siding. Deck added at rear, at southwest corner. Attached full-width front porch, with the north end a porte cochere. Round columns and no balustrade. Central stuccoed chimney. Stone pier foundation, with brick infill. Modern replacement windows and door. Large corner lot, drops to rear. While house appears by 1922 on Sanborns, it probably dates from ca. 1900 to 1910. James F. and Annie Stepp lived here from 1937 to 1940. Stepp was a dairyman. Annie Stepp, then a widow, lived in the house through 1944. Florence A. Waldron lived here from 1945 to 1946, and Sallie Hendsley, a widow, lived here from 1948 to at least 1951. (Sanborn maps, city directories).

Buncombe Street--east side:

85. 210 Buncombe Street. John L. Orr House. Contributing. ca. 1920.
One and one-half-story bungalow with a front gable roof, German siding, and an attached front porch. Porch details include battered posts on brick piers, replacement 2 x 2 balustrade. Central brick chimney. Four-vertical-over-one windows; vertical-light-over-panel front door. Small lot, level with street. John L. and Angie Orr lived here from 1937 to 1938. Orr was a mechanic with Automotive Machine Co. Mrs. Myrtle Churchill lived here from 1939 to 1944. George and Ora Chapel lived here from 1945 to at least 1951. (Sanborn maps, city directories).

85A. Storage building. Non-contributing. 1970s.
Modern one-story storage building with front gable roof.

Rhodes Street--east side:

86. 210 Rhodes Street. Julius M. Stewart House. Contributing. ca. 1930.
One and one-half-story bungalow with a side gable roof and shed roof at southwest corner. Stepped brackets, exposed rafter ends. Brick veneer walls with stucco in the half-story. Six-over-one and multi-light casement windows; multi-light front door. Now divided into apartments. Small level lot. Julius M. and Sallie Stewart lived here from 1937 to 1938. Stewart was deputy Tax Collector. Ira E. and Mary C. Johnson lived here from 1939 to 1944. Johnson was manager at F. W. Woolworth Company. The house was rented to tourists from 1945 to 1946. James Livingston lived here from 1948 to 1949, and Julius Stewart again lived in the house beginning in 1950. (Sanborn maps, city directories).

Washington Street--west side:

87. 329 Washington Street. Wiltshire Griffith House. Contributing. ca. 1910.
One and one-half story late Queen Anne house with a multi-gable roof, weatherboard siding, and attached front porch. Porch has paired, recessed panel, square columns. Interior brick chimney. One-story wing at rear, southwest corner. One-over-one and diamond-pane windows. Single-light-over-panel front door. Corner lot, parking on north and west. Building has been converted to offices. Wiltshire Griffith, manager at Rose Pharmacy, and wife Inez W. lived here from 1937 to 1946. Katherine Bowen rented furnished rooms in the house beginning in 1948. (Sanborn maps, city directories).

88. 323 Washington Street. Elizabeth E. Ehringhaus House. Contributing. ca. 1920.
One-story bungalow with a cross gable roof; hip roof at rear. Vinyl siding. Several wings and additions after 1926 including the entry stoop. Porch on southeast corner enclosed. Patio added at front. Multi-light-over-one windows; some three-vertical-over-one windows at rear.

Modern front door. Mrs. Elizabeth E. Ehringhaus, widow of Dr. Erskine Ehringhaus, lived here from 1937 to 1938. Mrs. Bessie A. Edgerton, widow of Montraville Edgerton, lived here from 1939 to 1942. Hudson M. and Effie C. Russ lived here from 1943 to at least 1951. (Sanborn maps, city directories).

88A. Garage apartment. Contributing. ca. 1920.
One-story gable roof garage apartment with German siding and original doors on the original garage section facing Washington Street. Addition to building is a one-story frame wing to the north with a separate entry porch, six-over-six windows, weatherboard siding.

Florida Avenue--north side:

89. 745 Florida Avenue. John D. Waddell House. Contributing. ca. 1925.
One-story plus basement bungalow with a hip roof, brick veneer walls. Engaged bungaloid front porch been enclosed on the southeast corner. Four vertical-over-one windows, modern front door. One-story modern, frame addition at rear, in commercial use. John D. and Lillian V. Waddell lived here from 1937 to 1938. Waddell was an agent with Southeastern Express Company. Louis E. and Edith R. Hesterly lived here from 1939 to at least 1951. Hesterly worked at Justus Pharmacy. Property was originally Lots 26-29 of the C. F. Bland subdivision (1920; Deed Book 108, page 88). They were bought by Mrs. J. D. Boyd from Bland. (Sanborn maps, city directories, plats, deeds).

90. 737 Florida Avenue. Reverend Daniel B. Martin House. Contributing. ca. 1920.
One-story bungalow with an a cross-gable roof, and engaged porch which extends to the west as a porte cochere. Painted brick veneer walls, with shingles in gable ends. Porch is screened, but all bungaloid details intact. Exterior end chimney. Four-over-one and one-over-one windows; multi-light door with sidelights. Same brick pattern as 727 Florida Avenue (#92). Reverend Daniel B. and Cora Martin lived here from 1926 to 1938. Irene M. Baker, a widow, lived here from 1939 to 1940. Simon and Agnes Clayton lived here from 1941 to 1944. Fred Brumbley lived here from 1947 to 1950, and Ernie Frankel lived here beginning in 1950. Mrs. J. D. Boyd bought the lot for this house from the C. F. Bland subdivision also. It was lot 25 (1920; Deed book 108, page 88). (Sanborn maps, city directories, plats, deeds).

90A. Garage. Contributing. ca. 1920.
One-story front gable garage with brick veneer and shingle walls.

91. 733 Florida Avenue. House. Non-contributing. ca. 1955.
One-story modern house with a side gable roof, weatherboard siding, porch with iron balustrade, modern windows and door. Low concrete block retaining wall at sidewalk. Property

was originally lots 19, 21, and 23 of the C. F. Bland subdivision, bought by Mrs. J. D. Boyd (1920; Deed Book 108, page 88). (Sanborn maps, city directories, plats, deeds).

92. 727 Florida Avenue. Reverend Arcemus V. Reese House. Contributing. ca. 1925. One-and-one-half-story-plus-basement bungalow with unusual Flemish bond brick of variegated colors. Side gable roof with shed roof dormer. Engaged porch with bungaloid details. Central brick chimney. Eight-over-one windows and notable multi-light door with sidelights. Reverend Arcemus and Mary Reese lived here from 1937 to 1938. Hamlin L. and Nannie Blackmarr lived here from 1939 to 1940; Charles m. and Joy W. Elliott, with Laureldale Hosiery Company, lived here from 1941 to 1942; Fred S. and Minnie Crumbley, district manager with Gulf Oil Corporation, lived here from 1946 to 1947; Russell A. and Rachel T. Katzenmoyer, a superintendent at Chipman-LaCrosse Hosiery Mills, lived here from 1948 to 1949. Beginning in 1950, Lawrence A. Crouch, Jr. lived here. James R. Hill bought lots 13, 15, and 17 from the C. F. Bland subdivision, which made up the property for this house (1922, Deed Book 118, page 81). (Sanborn maps, city directories, plats, deeds, owner).

93. 723 Florida Avenue. Robert D. Suttenfield House. Contributing. ca. 1925. One-story bungalow with hip roof and gable roof over west wing. Brick veneer walls, in the same variegated Flemish bond pattern as 727 Florida Avenue (#92), indicating these two houses may have been built simultaneously. Engaged front porch extends to east as a porte cochere. Paired posts on brick piers on porch; lattice infill between posts. One central chimney, and one exterior end with same brick pattern as rest of house. Six-over-one windows; original door three-vertical-over-panel. Currently a duplex, with a new door added. The house was vacant in the late 1930s. Robert D. and Kathryn W. Suttenfield lived here from 1939 to 1940. Suttenfield was a serviceman. William P. and Belva Bane lived here from 1941 to 1942. Lorenzo and Daisy Maney lived here from 1946 to 1947; Maney was an accountant. John M. and Estelle C. Sterling lived here from 1948 to 1949. Sterling was a foreman as Ecusta Corporation. Samuel and Hermina Spiegel lived here from 1950 to 1951. Spiegel was a shoe repairman. Originally lots 9 and 11 of the C. F. Bland subdivision, bought by M. L. Walker from Bland (1920; Deed Book 108, page 102). (Sanborn maps, city directories, plats, deeds).

Vacant lot to east, tax parcel #9568.07.58.3734

94. 709 Florida Avenue. Dr. John Woodcock House. Contributing. ca. 1925. Two-story bungalow with a front gable roof and exposed rafter ends. Original German siding on first floor, shingles on second. Front recessed porch has been enclosed with a new front facade of vinyl siding which extends around the windows on the second floor. Central chimney; six-over-one windows. Dr. John and Inez Woodcock lived here from 1937 to 1940. Woodcock was County Health Officer. Mrs. Katherine Bowen, widow of Mark M. Bowen, lived here from 1941 to 1944. William F. and Winnie W. Benton lived here from 1946 to 1947. Benton was a

foreman at Ecusta Corporation. Marion and Helen Thomas lived here from 1948 to 1949. Thomas was a traveling salesman. The original lot for this property was lot 5 of the C. F. Bland subdivision, bought by Martha S. Willis from Bland. She also bought lot 7, the currently vacant adjacent lot to the west (1920; Deed Book 108, page 149). (Sanborn maps, city directories, plats, deeds).

Florida Avenue--south side:

95. 732 Florida Avenue. Dr. Jacob Campbell House. Contributing. ca. 1920.
One-story-plus-basement bungalow with a front gable roof and asbestos siding. Shed roof addition at southwest corner. Full width front porch with exposed structure in gable. New balustrade. Central brick chimney; three-vertical-over-one windows; modern door. Lot drops to rear. Dr. Jacob Campbell and Alex Rubenstein lived here from 1937 to 1938. Lula J. Loflin, widow of Thomas Loflin, lived here from 1941 to 1942. John Briggs, a checker at A & P Food Stores, lived here from 1943 to 1944. The house was rented to tourists from 1946 to 1947, and Miss Elizabeth Corriher, a nurse, lived here from 1948 to 1951. This was originally lot #36 of the C. F. Bland subdivision, bought by Julia Anders from Bland (1920; Deed Book 109, page 197). (Sanborn maps, city directories, plats, deeds).

96. 728 Florida Avenue. Albert Johnson House. Contributing. ca. 1925.
One-story-plus-basement bungalow with a front gable roof and wraparound porch. Asbestos siding. Porch has square posts and replacement balustrade. Exterior end chimney; four-vertical-over-one windows. Small lot slopes to rear. Albert Johnson lived here from 1937 to 1942. Johnson was a clerk at Jax Pax grocery. Minna B. Gwidey, a widow, lived here from 1943 to 1944. Raymond Beckham and wife Marie B. lived here from 1945 to 1951. Beckham was an assistant foreman at Ecusta Mills. Originally lots 37 and 38 of the C. F. Bland subdivision, bought by Julia Anders (1920; Deed Book 109, page 197). (Sanborn maps, city directories, plats, deeds).

97. 720 Florida Avenue. Samuel Williams House. Non-contributing. ca. 1952.
One-story-plus-basement Minimal Traditional house with a multi-gable roof, brick veneer walls, and a recessed entry with iron posts and railing. Multi-light picture window, and metal frame casements. Small lot, drops to rear. Samuel and Florence K. Williams, with Louis Williams & Sons, appear to be the original owners of this house. They lived here through at least 1955. This house replaces an older house on the same lot. Originally lots 39, 40, 41, and 42 of C. F. Bland subdivision. Lots 39 and 40 bought by Julia Anders (1920; Deed Book 109, 197); lots 41 and 42 bought by P. J. Gilreath from Bland (1920; Deed Book 188, 94). (Sanborn maps, city directories, plats, deeds).

97A. Cottage. Non-contributing. 1970s.
One-story frame hip roof cottage with modern lapped siding and screened porch.

98. 714 Florida Avenue. Reverend James Justice House. Non-contributing. ca. 1925.
One-story bungalow with substantial alterations. Rear wing, side gable roof, vinyl siding. Original porch is gone. Interior chimney is capped. Four-vertical-over-one windows; single light-over-panel front door. Small lot slopes to rear. Originally lots 43 and 44 of C. F. Bland subdivision, bought by P. J. Gilreath from Bland (1920; Deed Book 188, 94). Reverend James and Mattie Justice lived here from 1937 to 1938. Harry V. and Bessie M. Godfrey lived here from 1939 to 1942. Godfrey was a bookkeeper at Shipman Motor Company. harry E. and Valice M. Davies lived here from 1943 to 1944; Davies was a clerk at Southern Railway. Maggie Howell, widow of David V. Howell, lived her from 1945 to at least 1951. David Howell was also a minister. (Sanborn maps, city directories, plats, deeds).

98A. Carport. Non-contributing. 1970s.
Modern free-standing carport.

Jefferson Street--north side:

99. 1109 Jefferson Street. Isabella Meloy House. Non-contributing. ca. 1952.
One-story plus basement Minimal Traditional house with a multi-gable roof, German siding, and a wing to the front with casement windows. Screened porch to the east. Exterior chimney with a stepped shoulder. Three-vertical-over-one windows, three-light-over-panel door. Wooded lot, slightly above street. Isabella Meloy lived here from 1952 to 1953. (Sanborn maps, city directories).

99A. Garage. Non-contributing. ca. 1952.
One-story garage with front gable roof and German siding.

100. 1101 Jefferson Street. David P. Pace House. Contributing. ca. 1950.
One-story-plus-basement Minimal Traditional house, similar to the adjacent house to the west (#99). Side gable roof, German siding, porch and room added on the west, and chimney removed. Entry stoop. Six-over-six and three-vertical-over-one windows. New garage doors at basement level. Small corner lot. David P. and Annie Pace lived here from 1950 to 1951. Pace was a carpenter. George and Frances Phillips lived here beginning in 1952. (Sanborn maps, city directories).

Fifth Avenue West--north side:

101. 1235 Fifth Avenue West. Jason K. Livingston House. Contributing. ca. 1900.
Two-story Neoclassical Revival house with a flat-roof monumental portico and Classical detailing. One-story porte cochere on the west; one-story sunroom wing on the east; and several one-story wings at rear. Low hip roof with dormers, stucco walls. Interior and interior end chimneys; one-over-one windows; double leaf front door with leaded glass above panels. Large lot, with house set high on a hill above street. Jason K. and Maude V. Livingston lived here from 1937 to 1938. Mrs. Johnnie Johnson, widow of William B. Johnson, lived here from 1939 to 1944. Jason M. and Leona W. Long lived here from 1946 to 1947. Miss Berdie West lived here beginning in 1948. (Sanborn maps, city directories, survey files).

101A. Cottage. Contributing. ca. 1920.
One-story hip roof cottage with stucco walls, arched dormers, and multi-light-over-panel front door. Original porch is gone.

102. 1219 Fifth Avenue West. Blue Ridge Manor Apts. Non-contributing. ca. 1954.
Modern apartment building with a low hip roof, brick veneer walls, modern doors and windows, and a circular drive. Monumental portico at center bay of front. Built as an eight unit apartment building. Replaces a smaller house which was located to the rear of this lot, and was possibly originally associated with the Livingston House to the west (#101). (Sanborn maps, city directories).

103. 1203 Fifth Avenue West. O. B. Witt House. Contributing. ca. 1920.
One-story bungalow with a hip roof and front gable dormer. Weatherboard siding. Engaged front porch with single and paired posts, no balustrade. A second porch at the northeast corner has been enclosed. Brick exterior end chimney. One-over-one and bay windows; multi-light-over-panel front door. Small, level corner lot. O. B. Witt, a traveling salesman, and wife Nina lived here from 1938 to 1939. Miss Clara B. Muhle lived here from 1940 to 1945. Louis J. Lipp, a salesman, and wife Virginia lived here from 1948 to 1949. Randolph and Mary E. Hays lived here beginning in 1950. (Sanborn maps, city directories).

103A. Cottage. Contributing. ca. 1930.
One-story frame garage with cross gable roof, and carport addition to the east.

103B. Carport. Non-contributing. 1970s.
Free-standing modern carport.

104. 1115 Fifth Avenue West. John W. McIntosh House. Non-contributing. ca. 1955.
One-story Minimal Traditional house with a cross-gable roof, brick veneer walls, and German siding in gable ends and additions to rear. Garage has been joined to main house with a one-story flat-roof addition. Two interior chimneys. Three-vertical-over-one and picture window; three-lights in a solid panel front door. John W. McIntosh appears to be the first occupant of this house. (Sanborn maps, city directories).

105. 1111 Fifth Avenue West. Lillian V. Young House. Contributing. ca. 1950.
One-story Minimal Traditional house with a front gable roof and shed roof porch to side. Vinyl siding. Central and exterior end brick chimneys. House set above street with granite slab retaining wall angled into hillside. Multi-light casement windows. Lillian V. Young, a widow, was the first occupant of this house. (Sanborn maps, city directories, owner).

106. 1109 Fifth Avenue West. Dr. John Parker House. Contributing. ca. 1925.
On-story bungalow with cross-gable roof and brick veneer walls. Rear wing. Engaged entry stoop. Exterior end and central chimneys. Eight-over-one windows; eight-light-over-panel front door. Dr. John Parker, a physician, and wife Adrina lived here part of the year from 1937 to 1938. They were from Greenville, South Carolina. Harry O. Latt, a salesman, and wife Mabel lived here from 1939 to 1941. John W. Kaylor, with Southern Bell Telephone, and wife Alice, lived here from 1946 to 1947. The house was vacant in the late 1940s to early 1950s. (Sanborn maps, city directories).

106A. Garage. Contributing. 1930s.
One-story frame garage with clipped gable roof and German siding.

107. 1105 Fifth Avenue West. Bushrod C. Washington House. Contributing. ca. 1925.
One-story bungalow with a hip roof and exposed rafter ends. Wing at rear. Stucco walls, attached entry stoop with hip roof. Double four-over-four windows; multi-light door with sidelights. Two exterior end chimneys. House set up on a hill; notable stone retaining wall and cheekwalls of central steps. Bushrod C. Washington, an insurance salesman, and wife Ruby lived here from 1937 to 1947. John S. and Ella Plunket lived here from 1948 to 1951. (Sanborn maps, city directories).

108. 1103 Fifth Avenue West. House. Contributing. 1920s.
One-story-plus-basement side gable, L-plan cottage with front gable bay at southwest corner; weatherboard siding. Notable front exterior tapered stone chimney with beaded mortar joints. Three-vertical-over-one windows and a replacement fixed picture window on front. Multi-light door. House high on hill with granite slab retaining wall sloped into hillside. (Sanborn maps, city directories, owner).

109. 1011 Fifth Avenue West. Jane Hamilton House. Contributing. ca. 1920.
Two-story I-house which retains its original form and massing but has had window sash replaced with fixed panes. Modern door. Central hall plan, one-story wing at rear. Side gable roof with front gable on rear wing, and aluminum siding. Portion of attached front porch enclosed. Mrs. Jane Hamilton, a widow, lived here from 1937 to 1938. Ralph C. and Lillian P. Roberts lived here from 1941 to 1942; Mrs. Margaret Ball lived here from 1943 to 1946; Della H Cory, widow of Fredrick R. Cory, lived here beginning in 1950. (Sanborn maps, city directories).

109A. Apartment. Contributing. ca. 1920.
One-story frame apartment with a front gable roof and engaged porch.

110. 1003 Fifth Avenue West. Clarence J. Powell House. Non-contributing. ca. 1955.
One-story Ranch style house with a side gable roof and covered entry stoop. Masonite board siding. Interior brick chimney. Eight-over-one modern windows and modern door. Attached garage. Replaces an earlier house on the same lot. Clarence J. Powell, with J. C. Powell Produce Company, and wife Donna, appear to be the first occupants of the house. (Sanborn maps, city directories).

111. 923 Fifth Avenue West. Walter Fesperman House. Contributing. ca. 1925.
One-story bungalow with a front gable roof and projecting front gable attached bungaloid porch at southwest corner. Vinyl siding. Exterior end chimney; four-over-one and six-over-one windows. Three-vertical-over panel door. Walter P. Fesperman, with Standard Oil, and wife Margaret, lived here from 1939 to 1940. Hiram E. Higgins, a driver for Hendersonville Supply and Coal Co., and wife Ophelia, lived here from 1941 to 1942. Joseph W. Simpson, a salesman, and wife Madge, lived here from 1945 to 1946; Calvin W. Kuykendall and wife Josephine were here from 1948 to 1951. Kuykendall worked for Cal's Home and Auto Supply. This was originally lot 6 of the S. Maxwell subdivision. It was bought from Maxwell by Flover P. Jones (1919; Deed book 102, page 20). (Sanborn maps, city directories, plats, deeds).

111A. Garage. Contributing. ca. 1925.
One-story frame garage with front gable roof.

112. 919 Fifth Avenue West. Lillian P. DeLong House. Contributing. ca. 1920.
Two-story Colonial Revival house with hip roof, weatherboard siding, flat-roof entry portico, and addition at northwest corner. Entry portico has square posts on granite piers. Two interior chimneys. Nine-over-one windows with a bay window in the center of the second floor in front; door with sidelights. Granite foundation with beaded mortar joints. Notable dry stack stone retaining wall and planters at street level. Mrs. Lillian P. DeLong, of Coral Gables, Florida, lived here part of the year from 1937 to 1938. The house was vacant for several years, then John

W. and Jimmie Farmer lived here from 1943 to 1944. Rupert D. (USA) and Katherine V. Graves lived here from 1945 to at least 1951. Originally lot 5 of S. Maxwell's Fifth Avenue subdivision, platted August 5, 1919. Bought from Maxwell by Flover P. Jones (1919; Deed book 102, page 20). (Sanborn maps, city directories).

112A. Log cabin. Contributing. ca. 1925.
One-story log cabin with gable roof.

112B. Garage. Contributing. ca. 1920.
One-story frame garage with German siding and exposed rafter ends.

112C. Carport. Non-contributing. 1970s.
Freestanding carport over drive at east side of house.

113. 913 Fifth Avenue West. John O. Covin House. Contributing. ca. 1920.
One-story bungalow with a cross gable roof, knee braces, and German siding. Attached full-width front porch has battered posts on stone piers. Small side addition. Exterior end stone chimney with beaded mortar. Notable stone wall at sidewalk and stair cheekwalls. Windows are four-over-one and sixteen-over-one. Unusual angled trim, battered like porch posts. Multi-light door. House was originally lot 4 of the S. Maxwell Subdivision (1919) that was bought by E. J. Anders from Maxwell (1919; Book 109, 231). The house was vacant through the latter part of the 1930s. John O. and Ellen C. Covin lived here from 1941 to 1942. Covin was a manager at Dixie stores. Lawrence H. and Louise Bright lived here from 1943 to 1944. He was a flight instructor at Meyer Flying School. John and Jimmie P. Farmer lived here from 1948 to at least 1951. (Sanborn maps, city directories, plats, deeds).

113A. Garage. Contributing. ca. 1950.
One-story front gable roof garage.

114. 909 Fifth Avenue West. Homer H. Pattishall House. Contributing. ca. 1920.
One-story bungalow with a small one-story wing at the northwest corner. Front gable roof with knee braces, vinyl siding at front and on porch gable end, shingles elsewhere. Engaged front porch has replacement iron posts on brick piers. Brick interior end chimney. Triple four-over-one windows, and multi-light door. Notable granite block retaining wall at street, probably part of original subdivision layout. Originally lot 3 of S. Maxwell's 5th Ave. Subdivision (1919) which was bought from Maxwell by E. J. Anders (1919; Book 109, 231). Homer H. and Annie Patishall of Geneva, Florida lived here part of the year from 1937 to 1938. John A. and Roxie C. Gunter lived here from 1939 to 1940; Cyril E. and Emma L. Livingston lived here from 1942 to 1943; Laurie A. and Alma C. Gossett, with Gossett Furniture, lived here from 1943 to 1944;

James and Wilma Turner lived here from 1945 to 1946; and Richard and Marion Girardeau lived here from 1948 to 1949. (Sanborn maps, city directories, plats, deeds).

114A. Carport. Non-contributing. 1990s.
Freestanding metal carport.

114B. Storage building. Non-contributing. ca. 1955.
One-story flat roof storage building.

115. 903 Fifth Avenue West. Frank P. Yarborough House. Contributing. ca. 1920.
One-story bungalow with a small addition at rear. Multi-gable roof with boxed returns. German siding on rear addition, brick veneer and shingles elsewhere. Wraparound porch has battered posts on stone piers. Cut stone foundation. Six-over-one windows; modern bay window at front. Door is multi-light-over-panel. Notable granite retaining wall at sidewalk level. Frank P. and Annie K. Yarborough lived here from 1937 to 1938. Yarborough was employed at Duke Power Company. Samuel H. and Lillian B. Jackson lived here from 1939 to at least 1951. Jackson was an electrician. (Sanborn maps, city directories).

115A. Storage building. Non-contributing. 1980s.
Modern metal storage building at rear with "gambrel" roof.

116. 839 Fifth Avenue West. Edwin H. Dickson House. Contributing. ca. 1920.
One-story-plus-basement Craftsman bungalow with a hip roof and hip roof dormer. Brick veneer walls and shingles on dormer. Notable stone foundation wall extends onto porch foundation and piers. Engaged front porch has battered double and triple posts on piers, and 2 x 2 balustrade. Four-vertical with diamond pane-over-one and one-over-one windows. Deck added at rear. Lot slopes to rear. Edwin H. Dickson lived here from 1937 to 1938. Benjamin and Dorothy Brown lived here from 1939 to 1940. Brown was assistant manager at Gulf Oil Corporation. Henry E. and Laura A. Mitchell lived here from 1941 to 1942; and Frank E. and Gladys C. Wiskewski lived here from 1943 to at least 1951. (Sanborn maps, city directories).

116A. Garage. Non-contributing. ca. 1955.
One-story brick veneer garage with front gable roof.

117. 833 Fifth Avenue West. John C. Magness House. Contributing. 1950.
One-story Minimal Traditional house with hip roof and brick veneer walls. Covered entry stoop. Six-over-six windows and original front door with three diagonal lights. Central brick chimney. John C. and Suzanne W. Magness built this house. Magness was a clerk at the post office. House was designed by Charles S. Guy, as noted on plans in possession of current owner. (Sanborn maps, city directories, owner).

118. 813 Fifth Avenue West. Columbus Mills Pace House. Contributing. 1860s.
Two and one-half story, classically-inspired, double-pile, central hall plan house with a side gable roof and front gable dormers. Scrollwork on two-story porch probably a late nineteenth century addition. One-story additions and original wing at rear. Vinyl siding. Porch details include front gable roof, square posts on piers, and a 2 x 2 balustrade. Exterior end brick chimneys on east and west, and an interior brick chimney on west wing. Six-over-one windows. Modern front door with transom on first level; second level has transom and sidelights. Notable large lot and landscape with maples, mature boxwoods, hairpin fence, and a stone retaining wall. This is the oldest house in the neighborhood, built by Columbus Mills Pace in the 1860s. It appears that Pace sold much of his original land holdings for smaller subdivisions in the neighborhood. Columbus Mills Pace was born in 1845. He was the first Justice of the Peace in Henderson County, served as Clerk of Superior Court from 1868 to 1925, and also served as a county commissioner. Pace was also a partner of W. A. Smith in the early development of Laurel Park. The 1926 Sanborn maps note the house was a rooming house, with the stone outbuilding in use as a residence. The house was vacant through the late 1930s. Miss Betty Macy and Miss Katherine Quinn lived there from 1943 to 1944, probably when the house was used as a boarding house from 1943 to 1953, and was called "Locust Lodge". Harold C. Chamison owned the house when it was "Locust Lodge". The Chamison heirs still own the property. Good to (Sanborn maps, city directories, deeds, owner, survey files).

118A. Well house. Contributing. 1860s.
One-story stone building originally used as a well house. Several additions to the building through the years, including extension of the roof and conversion to a residence.

118B. Storage building. Contributing. ca. 1920.
One-story frame storage building with a front gable roof, at rear of house.

119. 805 Fifth Avenue West. Clifford Chaney House. Contributing. ca. 1920.
One-story Craftsman bungalow with a central "pop-up" second story. Two one-story additions at rear. Multi-gable roof with knee braces, and yellow brick veneer walls. Stucco on second story. Wraparound porch with battered posts on brick piers. Exterior end and central brick chimneys. Windows are six-over-one, nine-over-one, and multi-light casement. Multi-light doors. Large corner lot with notable stone wall. Clifford R. Chaney lived here from 1937 to 1938. Frank E. and Gladys Wisnewski lived here from 1939 to 1942. Malcolm and Winifred Stonham lived here from 1943 to 1944, and Samuel and Ray M. Kalin lived here from 1948 to at least 1951. Kalin was owner of Kalin's Department Store. (Sanborn maps, city directories).

119A. Storage building and garage. Non-contributing. 1960s.
One-story gable roof storage building with garage wing added to rear.

120. 735 Fifth Avenue West. Mary Penland House. Contributing. ca. 1890.
Two-story I-house with rear addition. Central hall plan with side gable roof. Original weatherboard siding. Attached front porch with square posts and 2 x 2 balustrade. Windows are six-over-one; door is single light over panel. Mrs. Mary Penland, widow of Marion P. Penland, lived here from 1937 to at least 1951. According to current owner, the house was used early in its time as a place to grow herbs for the local hospital. (Sanborn maps, city directories, owner).

121. 729 Fifth Avenue West. George A. Bessellieu House. Contributing. ca. 1920.
Two-story Four Square style house with a hip roof and shed roof dormer. Original weatherboard siding. Attached wraparound porch with paired columns on brick piers. Central chimney has been stuccoed. One-over-one windows; casement in dormer. Door is single light-over-panel. George A. and Ollie B. Bessellieu lived here from 1939 to 1940. Naylor C. Foster, with Foster Poster Advertising Company, occupied the house from 1941 to 1946. M. Pascal, lived here from 1948 to at least 1951. Helen S. Pascal was a secretary at the Chamber of Commerce. (Sanborn maps, city directories).

122. 723 Fifth Avenue West. Raymond C. Staton House. Contributing. 1913.
One-and-one-half-story bungalow with a side gable roof, knee braces, and a shed roof dormer. Shingle siding, of varying sizes. Recessed entry in front center bay. Exterior end chimney. Three-vertical-over-one and casement windows. Modern door. Raymond and Virginia Staton, with Staton Insurance and Realty Company, lived here from 1937 to at least 1951. (Sanborn maps, city directories, owner).

123. 713 Fifth Avenue West. Mark A. Kollack House. Contributing. ca. 1920.
One-and-one-half-story bungalow with a front gable roof and shallow front gable roof over porch. Asbestos walls. Attached wraparound front porch with bungaloid details. Exterior end brick chimney with a stepped shoulder on the east. Eight-over-one windows and multi-light door. Mark A. Kollack lived here by 1926 through 1943. George S. and Harriet Dixon, of Skyland Cleaners and Laundry, lived here from 1944 to 1945. Lawrence B. and Louise B. Prince lived here from 1948 to at least 1951. Prince was a lawyer. (Sanborn maps, city directories).

124. 709 Fifth Avenue West. Office Building. Non-contributing. 1970s.
One-story modern office building with a side gable roof, stone veneer and masonite walls, and a covered entry. Six-over-six windows, modern door. Large lot, set way back from street. This building replaces an earlier structure known as the Conner House and later the Fifth Avenue Hotel, on the same lot. (Sanborn maps, city directories).

125. 643 Fifth Avenue West. Office Building. Non-contributing. 1970s.
One-story modern office building with vertical board and stone veneer walls. Flat roof, and large parking lot to front. Notable stone steps to the east, between this lot and the adjacent house. Sanborn maps indicate this replaces an older house on the same lot. (Sanborn maps, city directories).

126. 635 Fifth Avenue West. Lona Williams House. Non-contributing. ca. 1920.
One and one-half-story house with many alterations. Hip roof with knee braces and asbestos siding. Original porch gone or enclosed. Central cut granite block chimney with beaded mortar. Steps between this and the adjacent lot to the west. Replacement windows and doors. Mrs. Lona Williams, widow of Jason I. Williams, lived here from 1937 to 1940. Clarence and Margaret Bland lived here from 1941 to 1942. Reverend William C. and Maria A. Cravener lived here from 1943 to 1946, and several boarders lived in the house beginning in the late 1940s to early 1950s. Poor condition. (Sanborn maps, city directories).

127. 623-629 Fifth Avenue West. Maxwell Apartments. Contributing. ca. 1920.
Four-story Neoclassical Revival apartment building, built in two wings, with a courtyard between. Added onto a two-story Classical Revival brick house at the rear. Front portion has a front gable roof with a flat roof behind. High hip roof on the older portion at the rear. Rear wing with a flat roof added at rear of original house portion. Brick veneer walls, with limestone details on the front section, including "Maxwell Apartments" carved over the front entry quoins, and garland swags. Front arched entry into the courtyard has been enclosed. Storefronts modernized. Windows are six-over-one, four-over-one, and one-over-one. According to the current owner, this was the first apartment building in town. It was built by Sylvester Maxwell, a Realtor who developed other sections of the neighborhood. The front portion of the building was added onto an already existing boarding house known as the "Dickinson", which was built ca. 1920. The front was added ca. 1927. City directories by the 1930s indicate there were fourteen apartments, most of them occupied through the 1930s and 1940s. There were also three stores on the street level. In 1937 to 1938, 629 Fifth Avenue West was occupied by Great A & P Company, grocers. In the early to mid-1940s, Jax Pax Store, grocers, occupied 629 -631 Fifth Avenue West. 625 Fifth Avenue West remained vacant in the late 1930s to early 1940s, with Lawrence Inc. radios occupying this space from 1945 to 1949. L. B. Price Mercantile Company occupied 623 Fifth Avenue West beginning in 1941, with City Electric Company occupying this space from 1945 to 1946. 627 Fifth Avenue West apparently was the apartment entrance, known in the late 1940s as the Jackson Apartments. Hendersonville architect Erle Stillwell designed several apartment buildings in town, and this may have been one of his designs. (Sanborn maps, city directories, owner).

Fifth Avenue West--south side:

128. 1230 Fifth Avenue West. Charles A. Hobbs House. Contributing. 1922.
Two and one-half-story Colonial Revival house with a central hall plan, side gable roof with boxed returns, and round-arched dormers. One-story wings on the east and west, both originally porches. Two-story, rear ell and rear porch. Shingle siding. The one on the west has been enclosed. Porches have molded cornices and solid balustrade and are supported by columns and shingled piers. Classical detailing of front doorway with full architrave supported by round columns, and sidelights. Interior end chimneys, stuccoed, on the east and west ends of house. Windows are six-over-six, with Palladian windows in gable ends. Notable lawn to front of house, with semi-circular drive. Pergola leads from drive to rear garden, also notable, with several flower gardens, a patio, and an open lawn. Originally had larger lot associated with the house, extending to the east; portions of this sold off. House was designed by Erle Stillwell for Charles A. Hobbs. Hobbs was from Connecticut. He and wife Harriet, who apparently lived part of the year in Bradenton, Florida, occupied the house until 1937. It was vacant for a few years, then Harry E. and Pearle Buchanan bought the house and lived there through at least the early 1950s. Buchanan was city manager for Carolina & State Theatres. Presently Melange, a bed and breakfast inn. (Sanborn maps, city directories, owner).

128A. Carport and storage shed. Non-contributing. 1970s.
Free-standing carport and storage shed added at end of drive, to northeast of house.

128B. Dining shed. Non-contributing. 1980s.
Front gable roof open structure supported by columns. Used for outdoor dining area.

129. 1220 Fifth Avenue West. Condominiums. Non-contributing. 1979.
One-story modern condominium building with board and batten walls, gable roofs, and attached garages. Originally part of the Hobbs property to the west (#128). (Sanborn maps, city directories, owner).

130. 1210 Fifth Avenue West. House. Non-contributing. 1962.
Two-story modern house with a side gable roof, exterior end brick chimney, and cantilevered second story porch. Brick veneer walls. Modern doors and windows. Attached garage to east. Originally part of the Hobbs property to the west (#128). (Sanborn maps, city directories, owner).

131. 1204 Fifth Avenue West. Lee Buchanan House. Contributing. ca. 1925.
Two-story Colonial Revival house with a clipped gable roof and a one-story wing on the west. Vinyl siding. Entry stoop with heavy brackets supporting an arched covering. Six-over-one and multi-light casement windows, and multi-light-over-panel front door. Interior end

chimneys. Small level lot. Lee Buchanan, an auctioneer, and Canie Ledbetter, a landscape gardener, lived her from 1937 to 1938. Orton and Dorothy Croft lived here from 1939 to 1940. Croft was district manager with Carolina Central Gas. Julius and Winifred Carson, with Carson Ice Cream, lived here from 1941 to 1944. Daniel and Sophia Michalove, with Railroad Salvage Company, lived here from 1945 to at least the early 1950s. (Sanborn maps, city directories).

131A. Garage. Contributing. ca. 1925.
One-story frame garage with front gable roof.

132. 1112 Fifth Avenue West. Raoul G. Mayer House. Contributing. ca. 1950.
One-story Minimal Traditional house with a side gable roof, asbestos siding (probably original), and an entry stoop. Front exterior brick chimney, and one interior stuccoed chimney. Modern windows; multi-light-over-panel front door. Small level lot. Raoul G. Mayer lived in this house beginning in 1950. (Sanborn maps, city directories).

133. 1106 Fifth Avenue West. Oates House. Contributing. 1922.
One-story-plus-basement Craftsman bungalow with a cross gable roof, knee braces, and exposed rafter ends. Brick veneer, with stucco in front gable end. Engaged porch with brick piers supporting a "bow tie" arch, stone balustrade and cheek walls, and a beaded board ceiling. Windows are nine-over-one and multi-light casement. Multi-light door with sidelights opens to west of porch Large corner lot. The "A. T. Cole and E. L. White Subdivision" (1923) notes that this house was owned by the Oates family. Edward R. Sutherland, an agent with Prudential Insurance Company, lived in this house from 1937 to at least 1951. The house at one time also served as the manse for the minister of the First Presbyterian Church. (Sanborn maps, city directories, owner, plats).

133A. Garage. Non-contributing. ca. 1955.
One-story brick veneer garage with front gable roof. Replaces earlier garage in same location.

134. 1014 Fifth Avenue West. A. Yates Arledge House. Contributing. ca. 1920.
One-story-plus-basement bungalow with a hip roof, and original weatherboard siding. Engaged front porch with paired columns on solid balustrade. Central chimney. Six-over-six and six-over-one windows, and modern door. Stone pier foundation. Lot drops away to rear. The plat of the "A. E. Cole and E. L. White Subdivision" (1923) indicates this house was owned by the Arledge family. James S. and Clauriese Mann, of Palm Beach, Florida, lived in this house as a summer home from 1937 to 1938. Forrest and Mary Gardner lived here from 1939 to at least 1951. Gardner was president-treasurer of Advance Thread Corporation. (Sanborn maps, city directories, plats).

135. 1002 Fifth Avenue West. Ted Miller House. Non-contributing. ca. 1952.
One-story Ranch style building, now a duplex, with side gable roof, two interior brick chimneys, and brick veneer walls. Modern windows and louvered front door. Small lot slopes to rear. The 1926 Sanborn map shows another house here which this replaced. House was built by Ted Miller, a traveling salesman. (Sanborn maps, city directories).

136. 924 Fifth Avenue West. J. Alexis Lemort House. Contributing. 1917.
One-and-one-half-story bungalow with a pyramidal roof and porch which wraps around two sides of the house. Front gable dormers, original weatherboard siding. Porch details include paired square columns on solid balustrade, and stone cheekwalls on entry steps. One-over-one and multi-light-over-one windows; multi-light door. A portion of the porch on the northwest has been enclosed as a sunroom with multi-light casement windows. Picket fence. J. Alexis Lemort appears to have been the original owner of this house. Jeanne M. LeMort, widow of J. Alexis, continued to live in the house until at least 1951. House probably built by Sylvester Maxwell. (Sanborn maps, city directories, survey files).

136A. Storage shed. Non-contributing. 1980s.
One-story gable roof modern storage shed.

137. 908 Fifth Avenue West. Roberts House. Contributing. ca. 1893.
Two-story Colonial Revival house with a central hall plan, hip roof with wide eaves, hip roof dormer with diamond-pane casements. German siding. Wraparound porch with paired columns, 1 x 1 balustrade, and triple columns at corners. Interior brick chimneys. Cut granite foundation with beaded mortar. Windows are one-over-one. Door has transom and sidelights. Large corner lot. House sits on a hill above street, with granite retaining wall. Mature boxwoods. According to deed records, Marie A. Roberts, a widow, defaulted on this house in 1928 and sold the house to V. S. Bryant. Bryant sold it to Realty Purchase Corporation in 1940, who then sold the house and premises to James B. and Lydia B. Key in 1943. Key owned the property until 1950, when he sold it to Charles E. and Verona Rogers, of Rogers Hosiery Mills. In the 1930s, the house was apparently rented, to Lavern and Marguerite Blakely from 1937 to 1938; to James F. and Allie Stokes from 1939 to 1940; and was known as the Fifth Avenue Guest House from 1941 to 1942. One of several large houses in the neighborhood supposedly built by Charleston families. (Sanborn maps, city directories, deeds, survey files).

137A. Garage. Contributing. ca. 1950.
One-story side gable double garage.

138. 834 Fifth Avenue West. Harold P. May House. Contributing. ca. 1920.
One-story-plus-basement bungalow with a hip roof and Flemish bond brick veneer walls. Engaged front porch has battered posts on brick piers, Chinese latticework balustrade, and brick

cheekwalls. Interior brick chimney. One-over-one windows and modern door. Lot slopes to rear. Harold P. and Connie May lived here from 1937 to 1938. May was a mechanic at Chipman LaCrosse Hosiery Mill. Volney and Oda Shepard lived here beginning in 1939 to 1949. Various other occupants were in the house in this time, with Shepard listed as a farmer. From 1950 to 1951 the building was divided into apartments. (Sanborn maps, city directories).

138A. Garage. Contributing. ca. 1925.
One-story frame garage with weatherboard siding.

139. 826 Fifth Avenue West. House. Non-contributing. 1966.
Two-story modern Colonial Revival house with side gable roof, lapped siding, and a wing to the west with a gambrel roof over the attached garage. Attached shed roof front porch with fluted columns. Central brick chimney. Modern windows and door. Small level lot with split-rail fence. Plans for this house were by R. W. Crist, and Albert Drake was the builder. (Sanborn maps, city directories, owner).

140. 814 Fifth Avenue West. Morris Ehrlich House. Non-contributing. ca. 1952.
One-story Ranch house with a hip roof, brick veneer walls, and stone veneer on front. Modern door and windows. Interior chimney. House built by Morris and Harriet Ehrlich. (Sanborn maps, city directories).

141. 810-812 Fifth Avenue West. Duplex. Non-contributing. ca. 1975.
One-story Ranch duplex, with entry and carport on either end. Low pitch side gable roof, brick veneer walls. Exterior end brick chimney. Modern windows and doors. Small level lot. Original owner Miss Edith Roper. (Sanborn maps, city directories, owner).

142. 804 Fifth Avenue West. William B. Hodges House. Contributing. ca. 1925.
Two-story Colonial Revival house with one-story wing on west, and one-story screened porch on east. Hip roof with wide eaves, brick veneer walls. Exterior end brick chimney on west. Windows double and triple six-over-one and eight-over-one. Front door has fanlight and sidelights. Entry stoop pediment supported by round columns and entablature. Corner lot with low granite retaining wall. William B. and Elizabeth Hodges lived here from 1937 to 1938. Hodges was president of State Trust Company, and an agent with Gulf Oil. Miss Virginia Hodges, a clerk at State Trust Company, lived here from 1939 to at least 1951. (Sanborn maps, city directories).

142A. Garage. Contributing. ca. 1925.
One-story hip roof double garage with brick veneer walls.

143. 722-728 Fifth Avenue West. Fifth Avenue Clinic. Non-contributing. ca. 1952.
One-story plus basement modern building with a side gable roof and central portico. Brick veneer. Two interior brick chimneys. Six-over-six windows and modern doors. Vinyl siding on columns. According to the Sanborn maps, this building appears to have originally been part of the Curtis House at 731 Fourth Avenue West (#172). Built as the Fifth Avenue Clinic ca. 1952. Dr. Richard A. Porter, Dr. Fred O. Trotter, Dr. Lester B. McDonald, Dr. Charles R. Deeds, and Dr. Joe G. Crowell were some of the first occupants. By 1954, the Fifth Avenue Laboratory occupied a portion of the building. This was one of the first medical office buildings constructed away from the hospital. (Sanborn maps, city directories, owner).

144. 702 Fifth Avenue West. Christian Science Society Bldg. Contributing. ca. 1950.
One-story-plus-basement modern building with stone veneer and weatherboard siding. Side gable roof, and an addition on the east side. six-over-six windows and modern doors. Notable stone retaining wall. This building first appears in city directories as the building for the Christian Science Society in 1950. The land for it was apparently sub-divided from property owned by the Blythe-Mauney families, located at 705 Fourth Avenue West. (Sanborn maps, city directories).

145. 640 Fifth Avenue West. Allan Strickland House. Contributing. ca. 1920.
One and one-half story Craftsman bungalow with a front gable roof and shed roof dormers. Vinyl siding. Attached front porch with front gable roof, stone piers and cheek walls, and a "bow tie" arch, as seen elsewhere in the neighborhood. Central chimney. Diamond-pane windows and modern door. Cut stone foundation. Set up on a hill with notable cut granite retaining wall and corner steps. Allan and Minnie Strickland of Valdosta, Georgia, lived here part of the year from 1939 to 1940. David O. and Sally M. Satterfield lived here from 1941 to 1944. Satterfield was a traveling salesman. John E. and Mary Preston lived here from 1945 to 1949. Ethelbert and Elinor King lied here beginning in 1950. King was a traveling salesman. (Sanborn maps, city directories).

146. 630 Fifth Avenue West. Office Building. Non-contributing. 1970s.
Two-story modern office building with one-story wing to the east. Side gable roof, brick veneer walls, modern windows and doors. Parking lot to front of building. (Sanborn maps, city directories).

Vacant lot to east, tax parcel #9568.07.58.7112

147. 616 Fifth Avenue West. Ambassador Apartments. Contributing. ca. 1926.
Three-story Neoclassical Revival apartment building with a center hall. Parapet roof with limestone urns, brick facing over tile construction, and brick quoins. Broken pediment at front entry with "Ambassador" inscribed in the limestone. Classical details in limestone surround the

door. Windows are eight-over-eight, with keystones. Multi-light front door. Multi-light side doors with sidelights, some opening onto balconies. Large lot with mature trees. May have been designed by Erle Stillwell. This was built as apartments, with eighteen units in the building. Sanborn maps indicate this may have been subdivided from the Baker House at 613 Fourth Avenue West (#179). (Sanborn maps, city directories, owner).

148. 600 Fifth Avenue West. Office Building. Non-contributing. ca. 1954.
One-story Ranch style building now divided into office units. Low hip roof with wide eaves, painted brick veneer, and recessed entry stoop with original iron posts. Brick interior chimney. Modern windows and doors. Large corner lot. It appears this building was originally built as offices, with Dr. Jason D. Lutz, and Dr. Frank W. McClure as occupants beginning in 1954. It was at one time owned by the King sisters from King's Hardware, Ross Rowland, Burt Lance, and Russell Barne, the current owner. (Sanborn maps, city directories, owner).

149. 528 Fifth Avenue West. Cordelia Bibee House. Contributing. ca. 1920.
One-and-one-half-story-plus-basement bungalow with a side gable roof and shed roof dormers. Knee braces and exposed rafter ends. Rear wing and porch added between 1922 to 1926. Engaged front porch details include square posts and solid balustrade. Original weatherboard siding. Three vertical-over-one windows and three-light-over-panel door. Lot slopes to rear. Mrs. Cordelia Bibee, widow of John M. Bibee, lived here from 1937 to at least 1951, often renting rooms. (Sanborn maps, city directories).

150. 524 Fifth Avenue West. Mary J. Green House. Contributing. ca. 1920.
One and one-half-story plus basement bungalow with a steep side gable roof, and a front gable dormer. Vinyl siding. Engaged front porch with lattice work added, solid balustrade. Stairs added from porch to second floor apartment. Six-over-one windows, with some replacements, and modern door. Miss Mary J. Green lived here from 1937 to 1946. Reverend John Barringer and Evelyn M. Barringer lived here from 1948 to 1949. He was pastor at Grace Evangelical Lutheran Church. Sherman Odom of Macon, Georgia, lived here from 1950 to 1951. (Sanborn maps, city directories).

151. 514 Fifth Avenue West. Richard C. Clarke House. Contributing. ca. 1920.
Two-story Colonial Revival house with a hip roof, wide eaves, exposed rafter ends, an eyebrow dormer at front, and shed roof dormers on sides and rear. Projecting wing to front, at northwest corner, rear porch at southwest corner enclosed. Brick veneer walls. Three brick chimneys, one exterior end, one interior, and one interior end. Attached front porch with brick posts, wide eaves, brick balustrade with concrete caps, dentil blocks under the "bow tie" arch. Currently in use as offices. One-over-one windows, bay window on west, casement windows on enclosed rear porch. Multi-light double leaf front door with transom. Large lot, with parking at rear. Richard C. Clarke was a developer who developed land with J. T. Wilkins and W. A. Smith at

King and Caswell Streets, according to a plat dated April 28, 1926 (Plat book B, page 398). Clarke apparently built this house, but may have lived here only a short time. According to city directories, he moved to Druid Hills by 1926. He was president of Bank & Trust Company, president of Hunter's Pharmacy, and president of Hendersonville Abstract & Title Company. Mrs. Henrietta Hunt, widow of Dr. Charles W. Hunt, lived here from 1937 to 1944. Adolph Ficker lived here from 1945 to at least 1951. (Sanborn maps, city directories, plats).

152. 508 Fifth Avenue West. Elizabeth Bryant House. Contributing. ca. 1920.
One-and-one-half-story-plus-basement bungalow with a rear addition. Front gable roof with multi-light awning windows in gable end. Vinyl siding. Attached front porch with paired posts and shallow arch covering over central stairs. Exterior end and central chimneys. Four-over-four windows and multi-light double-leaf door with transom. Carport added on west. Mrs. Elizabeth Bryant, of Orangeburg, South Carolina, lived here part of the year from 1939 to at least 1951. (Sanborn maps, city directories).

152A. Garage. Contributing. ca. 1925.
One-story frame, front gable roof garage, with a small addition.

153. 502 Fifth Avenue West. John Goodman House. Non-contributing. ca. 1920.
One-story-plus-basement former bungalow with extensive alterations. Side gable roof, brick veneer walls, exterior end chimney. Original porch removed. All modern replacement windows and doors. Small lot, slopes to rear. John Goodman, a caretaker at Boyd Park, lived here from 1937 to 1940. Lewis and Nancy Buchanan lived here from 1941 to 1942. Buchanan was a mechanic. Thomas and Emily Lewis lived here from 1943 to 1944, and owned the house beginning in 1948. Lewis was a traveling salesman. William Burrell, a pressman with the Hendersonville Times-News, lived here with wife Bessie, from 1945 to 1946. (Sanborn maps, city directories).

154. 430 Fifth Avenue West. Samuel Kalin House. Contributing. ca. 1920.
One-and-one-half-story-plus-basement bungalow with a side gable roof, knee braces, and a shed roof dormer. Asbestos siding. Engaged front porch with paired battered posts on brick piers. Unusual four-light-over-two windows on porch, and six-over-six. Multi-light door with transom. Exterior end chimney. Samuel and Ray M. Kalin lived here from 1937 to 1946. Kalin was president-manager of Kalin's Boston Store at 421 N. Main Street. Mrs. A. Cling Pace, widow of Claude M. Pace, lived here from 1948 to at least 1951. (Sanborn maps, city directories).

155. 426 Fifth Avenue West. Emma J. Collins House. Contributing. ca. 1920.
One-and-one-half-story plus basement bungalow with a side gable roof, wide eaves, and a shed roof dormer at the front. Small addition at rear. Brick veneer with shingled gable ends.

Engaged front porch with paired wood posts on stone piers and a 1 x 1 balustrade. Three-vertical-over-one and multi-light casement windows; multi-light door. Stone foundation. Small lot, slopes to rear. Miss Emma J. Collins lived here from 1937 to 1940; William S. Collins, a painter, lived here from 1941 to 1949; and Abraham and Rebecca Daitch, of Daitch Furniture Company, lived here beginning in 1950. (Sanborn maps, city directories).

Fourth Avenue West--north side:

156. 1219 Fourth Avenue West. House. Contributing. ca. 1920.
One-story side gable cottage with weatherboard and shingle siding. Small shed roof addition at rear. Covered entry stoop. Interior end stuccoed chimney. Windows are six-over-six. House was originally part of the Hobbs property (#128), so it may have been designed by Erle Stillwell when he designed the main house. Not listed as a separate property through 1951. (Sanborn maps, city directories).

157. 1123 Fourth Avenue West. John C. Morrow House. Contributing. 1923.
One and one-half-story bungalow with some rear additions. Side gable roof with projecting front gables, curved brackets, and shed roof dormer on rear. Shingle siding. Attached front porch with front gable roof, stone steps, and replacement iron posts. Central chimney. Eight-over-one windows, and architrave trim around front door. Large lot. John C. Morrow was the original owner of this house. He built the house for his future wife, and lived there with her from 1923 to 1947, until both died. His son, J. Charles Morrow, Jr. began living there in 1948. Morrow, Sr. was president-manager of Morrow Insurance Agency. (Sanborn maps, city directories, owner).

158. 1115 Fourth Avenue West. House. Non-contributing. 1955.
One-story Ranch house with a side gable roof and projecting front gable roof center bay. Attached shed roof porch with square posts. Central brick chimney. Six-over-one windows and door with sidelights. Attached garage. According to the current owner, house was designed by R. B. Abee. (Sanborn maps, city directories, owner).

159. 1103 Fourth Avenue West. House. Contributing. ca. 1940.
One-story-plus-basement Minimal Traditional house with side gable roof and projecting front gable bay over entry stoop. Stoop details include turned posts. Shed roof over side porch. Weatherboard siding. One-over-one windows and modern door. Corner lot with stone retaining wall. (Sanborn maps, city directories).

159A. Garage. Contributing. ca. 1950.
One-story garage with gable roof and asbestos shingles.

160. 1009 Fourth Avenue West. Morgan C. Bailey House. Non-contributing. ca. 1954.
One-story plus basement Minimal Traditional house with a hip roof, original asbestos shingles, and attached, flat roof corner porch. Central chimney. Two-over-two windows, picture window, and modern door. Morgan C. and Isabel G. Bailey lived here beginning in 1954. (Sanborn maps, city directories).

161. 1003 Fourth Avenue West. Sylvester Maxwell House. Contributing. ca. 1910.
One and one-half-story Dutch Colonial Revival house with a steep cross gambrel roof with boxed returns. Original weatherboard siding. Addition on west side and enclosure of rear porch. Wraparound porch partially enclosed on the east side ca. 1922. Square posts with recessed panels. Later shed roof bungaloid porch to front added ca. 1930s. Interior brick chimney. One-over-one, three-vertical-over-one, four-vertical-over-one windows, and single light over panel front door. Large corner lot. Sylvester and Annie Maxwell lived here from 1937 to 1944. Maxwell was president of Maxwell Real Estate Company and Vice-President of Osceola Lake Company. He developed several sections of the neighborhood. Dr. Wilson and Minnie D. Pay lived here from 1945 to at least 1951. (Sanborn maps, city directories).

161A. Garage. Contributing. ca. 1950.
One-story frame, front gable garage.

162. 919 Fourth Avenue West. James Grey, Jr. House. Contributing. ca. 1925.
Two-and-one-half story Colonial Revival house with a side gable roof and front gable dormers. Carport and outdoor dining area added to rear. Brick veneer walls. Entry stoop with Classical details including a segmental arch supported by columns and entablature. Multi-panel door has fanlight and sidelights. Six-over-six windows. Notable stone retaining wall borders property at street level, extending to the east on Fourth Avenue. Designed by Erle Stillwell for James P. Grey, Jr., with Grey Hosiery Mills. He and wife Lena lived here until at least 1951. (Sanborn maps, city directories, Stillwell drawing collection).

162A. Garage. Contributing. ca. 1925.
Notable one-story brick veneer garage with front gable roof, multi-light over panel doors.

163. 913 Fourth Avenue West. Abram Kantrowitz House. Contributing. 1917.
One and one-half-story Craftsman bungalow with a cross-gable roof and knee braces. Brick veneer walls and stucco in gable ends. Engaged front porch with stone piers, solid stone balustrade, and "bow tie" arch. Exterior end chimney. One-over-one windows and modern door. Stone foundation. Notable stone wall at street level, stone steps and cheekwalls at front center walk. Erle Stillwell designed a bungalow for Abram Kantrowitz similar to this one, but it appears to have been slightly altered from the original plans when built. Abram and Lena Kantrowitz appear in city directories as living here from 1937 to 1940, and were likely the

original owners. Kantrowitz was president-manager of Kanter's, Inc. Richard J. and Wilhelmina Williams lived here from 1941 to at least 1951. (Sanborn maps, city directories, Stillwell drawing collection).

163A. Garage. Contributing. 1917.
Notable one-story brick veneer garage with a front gable roof and multi-light-over-panel doors.

164. 909 Fourth Avenue West. Lila J. Wooley House. Contributing. ca. 1920.
One-story bungalow with a cross gable roof with stepped knee braces. Brick veneer walls. Rear porch enclosed after 1954, and deck added. Attached porch with bungaloid details and solid brick balustrade. Interior end stuccoed chimney. One-over-one and small multi-light panes-over-large single pane windows; multi-light-over-panel door. Stone wall continues from house to the west in front of this house. Stone cheekwalls at entry steps. Set on hill above street. Mrs. Lila J. Wooley lived here from 1937 to 1938. Preston Wooley, with Shell Service Station, lived here from 1939 to 1940. James R. and Ollie S. Poteet lived her from 1943 to 1944; Julius M. and Sallie P. Stewart lived here from 1945 to 1946 (Stewart was the county tax collector); and David O. and Sallie H. Satterfield lived her from 1948 to 1951. Satterfield was a salesman. (Sanborn maps, city directories).

165. 903 Fourth Avenue West. Lars G. Harleman House. Contributing. ca. 1920.
One-story bungalow with a front gable roof and side gable wing at east. Asbestos siding. Attached front porch with triple square posts on brick piers. Brick interior and exterior end chimneys. Eight-over-one windows and a bay window at southeast corner. Door is three-light-over-panel. Sits up on a hill with an angled granite slab retaining wall built into hillside. Lars G. and Rose Harlemen lived here from 1937 to 1938. Samuel G. and Edith T. Staton with Staton Insurance and Realty, lived here from 1940 to at least 1951. (Sanborn maps, city directories).

165A. Garage and storage building. Contributing. ca. 1925.
One-story frame garage and storage building with front gable roof and small shed roof addition.

166. 837 Fourth Avenue West. Ralph Orr House. Contributing. ca. 1925.
One-story Spanish Colonial Revival house with a shallow hip roof and exposed rafter ends. Hollow clay tile construction and stucco walls. Engaged porch with a shed roof bay projecting to the west. Arched openings and solid balustrade. Eight-over-one windows and modern door. Ralph and Bernice Orr lived here from 1937 to 1946. Orr worked at Automotive Machine Company. Ethelbert and Elinor King lived here from 1948 to 1949. Clyde Mansell lived here from 1950 to 1951. (Sanborn maps, city directories).

166A. Storage building. Non-contributing. ca. 1955.
One-story storage building with front gable roof.

167. 829 Fourth Avenue West. House. Non-contributing. 1960s.
One-story Ranch house with hip roof, central chimney, modern doors and windows.(Sanborn maps, city directories).

168. 827 Fourth Avenue West. Apartment Building. Contributing. ca. 1945.
Two-story Colonial Revival apartment building with vinyl siding and front balconies, possibly added. Three-vertical-over-one and casement windows. Lot level with street, parking to rear. This and the adjacent building to the east (#169) were built as four-unit apartments. (Sanborn maps, city directories, owner).

169. 825 Fourth Avenue West. Apartment Building. Contributing. ca. 1945.
Twin building to #168 to west. (Sanborn maps, city directories).

169A. Garage and storage building. Contributing. ca. 1945.
One-story frame garage and storage building with a shed roof.

170. 815 Fourth Avenue West. Fred R. Byers House. Contributing. ca. 1920.
One-and-one-half-story bungalow with a hip roof and hip roof dormer. Weatherboard siding. Attached front porch with paired posts on brick piers. Central chimney. One-over-one windows; modern door. Currently under renovation. Fred R. and Mildred Byers, of Byers Brothers, lived here from 1937 to at least 1951. (Sanborn maps, city directories).

171. 807 Fourth Avenue West. Dr. J. L. Egerton House. Contributing. 1913.
One-and-one-half-story Craftsman bungalow with a cross gable roof and shed roof dormers. Front steps added at southwest corner to upstairs apartment. Shingle siding. Wraparound porch with stone piers and cheek walls, brick steps, and a "bow tie" arch. Brick interior end chimneys. Six-over-one windows, some leaded glass. Some casement windows. Front door is multi-light-over-panel, of solid oak. Large corner lot, and granite slabs into hillside as retaining wall. Designed for Dr. J. L. Egerton by Erle Stillwell. Abram and Esther Lewis lived here from 1939 to 1944. Lewis was secretary-treasurer at Lewis Department Store. James and Alice Reed lived here from 1945 to 1946. Robert and Grace Severy lived here from 1948 to at least 1951. Severy was a bookkeeper at Electric Service Company. (Sanborn maps, city directories, Stillwell drawing collection).

171A. Garage. Contributing. 1913.
One-story frame garage with front gable roof and shed roof addition to east.

172. 731 Fourth Avenue West. Curtis-Burckmeyer House. Contributing. ca. 1903.
Two and one-half-story Classical Revival house with cross gable roof. Full-width attached porch at front, with a second story porch in the center bay of the house. Square posts and 2 x 2 balustrade. One-over-one windows with architrave molding, and single-light-over-panel front door. Weatherboard siding. This house was built by F. E. and Elizabeth Curtis, of Charleston, South Carolina. Elizabeth Curtis sold the house to Benjamin P. Burckmeyer in 1907. Beginning in 1937, Mrs. Caroline Burckmeyer lived here. John Burckmeyer lived here from 1939 to at least 1951. The Burckmeyers were listed as farmers in city directories. This lot originally extended all the way to Fifth Avenue on the north, and possibly to Justice Street on the east. (Sanborn maps, city directories, survey files, owner).

172A. Garage apartment. Non-contributing. 1990s.
One and one-half-story modern garage apartment.

173. 725 Fourth Avenue West. House. Non-contributing. 1955.
One-story Ranch style house with a hip roof, vinyl siding, central chimney, one-over-one windows, and wood panel front door. (Sanborn maps, city directories, owner).

174. 711 Fourth Avenue West. Margaret L. McGinnis House. Non-contributing. ca. 1952.
One-and-one-half-story Minimal Traditional house with an exterior end chimney of older brick. Side gable roof with front gable dormers. Attached side porch on east. Six-over-six and nine-over-nine windows. Mrs. Virginia Beaver, who lived next door at 707 Fourth Avenue West (#175), notes that the house was built with "Williamsburg" plans. House was subdivided from the Mauney-Blythe House property (#176). Mrs. Margaret L. McGinnis lived here beginning in 1952. (Sanborn maps, city directories).

175. 707 Fourth Avenue West. Dennis Blythe House. Non-contributing. 1964.
One and one-half story modern side gable cottage with front gable dormers. Walls are painted brick veneer and vinyl siding. Exterior end chimney. Twelve-over-twelve windows and modern door. Mrs. Virginia Beaver, who lived in this house for approximately thirty years, notes that this was built for Dennis Blythe, on a portion of the property subdivided from the Mauney-Blythe House (#176). (Sanborn maps, city directories, former owner).

176. 705 Fourth Avenue West. Mauney-Blythe House. Contributing. ca. 1902.
Two and one-half story Neoclassical Revival style house with two-tiered porch, typical of a summer home built by Charlestonians. High hip roof with projecting side gable bays. Wraparound porch, with the southeast corner enclosed. Porch details include round columns in pairs, turned balusters. Two interior brick chimneys. Wide one-over-one windows, and single light-over-panel door. Stone pier foundation. House currently under renovation, with vinyl siding being applied. This house was supposedly built as a summer home for a Charleston

doctor, on a portion of land that originally belonged to the Curtis family (#172). He brought servants with him every year from Charleston. Originally, there was a carriage house and a caretaker's cottage on the property. Land from this house was sold to build 707 and 711 Fourth Avenue West (#174 and 175), and the Christian Science Society Building on Fifth Avenue West (#144). The house was vacant in the late 1930s to early 1940s. Mrs. M. Daisy Angell lived here from 1943 to 1944. Reverend D. Mauney lived here in 1945 to 1946. Mrs. Bessie F. Mauney and Miss Elizabeth Mauney, a piano teacher, lived here beginning in 1948. According to the current owner, girls from the Fassifern School would come to the house for piano recitals and teas. (Sanborn maps, city directories, owner).

176A. Storage shed. Contributing. 1930s.
Small one-story frame building with front gable roof. Herbs were grown here.

177. 631 Fourth Avenue West. Erin S. Kohn House. Contributing. ca. 1920.
One and one-half story Colonial Revival house with a cross gable roof. Vinyl siding. Wraparound porch has been enclosed on southwest corner. Porch details include Ionic columns, 2 x 2 balustrade. Three-vertical-over-one and one-over-one windows, some replacements. Modern door. Exterior end chimney with corbeling. This house remained vacant through the late 1930s to 1942. Miss Erin S. Kohn lived here from 1943 to at least 1951. (Sanborn maps, city directories).

Vacant lot to east, tax parcel #9568.07.57.7906

178. 615 Fourth Avenue West. Roy Creager House. Contributing. ca. 1948.
One-story Minimal Traditional house with side gable roof, and stone walls (Sanborn maps indicate this is solid masonry construction). Front gable attached front porch with iron posts and balustrade. One-over-one and picture window; modern panel door. Low stone retaining wall. Roy and Edith Creager built this house and lived here from 1948 to at least 1951. This was originally part of the property of the Baker House (#179). (Sanborn maps, city directories).

179. 613 Fourth Avenue West. Baker House. Contributing. ca. 1910.
Two and one-half story late Queen Anne/Classical Revival style house with a steep front gable roof, shingled in the gable ends. Aluminum siding. One-story wing at rear. Wraparound porch with a porte cochere on the east side, and a sunroom above, which appears to date from the 1930s. Porch details include square paneled posts on brick piers. Two interior brick chimneys. Two-over-two and three-vertical-over-one windows; single light-over-panel door. Large lot, with house set high on a hill above street. This house was built by the Baker family from Charleston, South Carolina. Louisa Baker Snowden sold the property to Annie Gover in 1925. It was then sold by Annie Gover into the L. E. Johnson family, then to Life Insurance Company of Virginia in 1932. The property was then sold into the Miller family in 1942, who retained

ownership until 1961. The house was then sold to the Shipman family, then to John P. Scholar, Jr., in 1985. That same year, Scholar sold it to the Kara family. The house was sold in 1996 to the Laniers, and in 1999, the present owners, the Wiermans, bought the property. When Miss Anne T. Miller owned the property from 1942 to 1964, the house was known as "Sunshine Lodge." The original lot associated with this house was much larger, including the current 615 and 601 Fourth Avenue West (#178 and 180). The Ambassador Apartments and 600 Fifth Avenue (#148 and 149) were also parceled off this property. (Sanborn maps, city directories, deeds, owner).

179A. Garage apartment. Contributing. ca. 1925.
Two-story frame garage apartment with shingle siding and a hip roof.

180. 601 Fourth Avenue West. John S. Forrest House. Contributing. ca. 1945.
One-story Minimal Traditional house with a cross gable roof and painted brick veneer walls. Unusual glass block windows. According to the current owner, these are original, used by builder Forrest as an innovative material. Attached porch with brick piers. Central chimney. High stone retaining wall around front and side of property, probably originally part of landscape of the Baker House to the west. One of two houses in the neighborhood built by local builder John Forrest, apparently as speculative houses. The other one is at 511 Fourth Avenue West (#185). (Sanborn maps, city directories, owner).

181. 525 Fourth Avenue West. Nathan Brenner House. Contributing. ca. 1920.
One and one-half-story-plus-basement bungalow with a clipped gable roof and shed dormer at front. Weatherboard siding. Engaged front porch with round columns and Chinese latticework balustrade. Interior end chimney. Six-over-one and casement windows; multi-light door with transom. Low granite retaining wall around property. Nathan and Rebecca Brenner, with Brenner-Penny Company Department Store, lived here from 1926 to 1940. Mrs. Bessie Arledge, widow of William B. Arledge, lived here from 1941 to 1942. Charles N. and Caroline D. Mead lived here from 1943 to 1944; Fred M. and Dora P. Waters lived here from 1945 to 1946. Waters was Superintendent of City Schools. Mrs. Erma E. Staton, widow of B. Frank Staton, lived here from 1948 to at least 1951. (Sanborn maps, city directories).

181A. Garage. Contributing. ca. 1925.
One-story frame garage with weatherboard siding and original vertical plank doors. Front gable roof.

182. 523 Fourth Avenue West. Robert L. Francis House. Contributing. ca. 1925.
One-story bungalow with a front gable roof and knee braces. German siding. Attached porch with bungaloid details, currently with the added screens removed. Interior end chimney. Twelve-over-one windows; multi-light door. Small lot. Robert L. Francis, a mechanical

engineer, lived here in 1926, and was probably the original owner of this property. Mrs. Maggie A. Francis, widow of Robert, lived here from 1937 to at least 1951. (Sanborn maps, city directories).

183. 519 Fourth Avenue West. Fred L. Cooley House. Contributing. ca. 1925.
One-story Spanish Colonial Revival house with a flat roof, textured stucco walls, and hollow tile construction. Front exterior chimney, with a curved shoulder. Triple four-over-one windows at front with inset segmental arches above. Screened entry bay to the east. Fred L. and Lillian Cooley lived here from 19397 to 1938. Bruce A. and A. Marie Cox lived here from 1939 to 1940. Cox was a Justice of the Peace, and a "fingerprint expert". Leo H. and Elva L. Suggs lived here from 1941 to 1942. Suggs was produce manager at A & P stores. Everett C. and Kathleen P. Huggins, Jr. lived here from 1943 to 1951. Huggins was manager at Belk-Simpson Company. D. Simpson also lived there from 1945 to 1946. (Sanborn maps, city directories).

184. 515 Fourth Avenue West. Walter D. Stepp House. Contributing. ca. 1925.
One-story bungalow with a side gable roof and projecting front gable porch bay in front. German siding. Bungaloid details on porch, with brick cheekwalls at central steps to porch. Exterior end chimney. Six-over-one windows, and a bay window on the west. Door has sidelights. Walter D. and Annie Stepp lived here from 1937 to 1938. Stepp was an embalmer at J. M. Stepp undertaker. Miss Willie Morrow, a stenographer at Duke Power Company, lived here from 1939 to 1946. Sherman E. and Willie M. Odom lived here from 1948 to 1949, and Clayton J. and Nell S. Vandiver, Sr. lived her from 1950 to 1951. Vandiver was a line operator at the Hendersonville Times-News. (Sanborn maps, city directories).

185. 511 Fourth Avenue West. John S. Forrest House. Contributing. ca. 1943.
Two-story Minimal Traditional house with an L-shape floor plan. Gable roof. Unusual brick was recycled by builder John Forrest to construct this house. Glass block windows are original, according to the current owner. One-story garage addition at east side. Attached porch has a hip roof, square brick posts, and an iron balustrade. Exterior end brick chimney. One-over-one and picture window in addition to glass block windows. Door is single light -over-panel. This is the second of Forrest's speculative houses in the neighborhood, along with 601 Fourth Avenue West (#180). John S. Forrest, a local builder, was listed as owning this property from 1943 to 1944. William L. and Patsy G. Harper, with Rose Pharmacy, owned the house from 1945 to at least 1951. (Sanborn maps, city directories, owner).

186. 425 Fourth Avenue West. Max Markowitz House. Contributing. ca. 1920.
One-story-plus-basement bungalow with a cross gable roof and knee braces. Vinyl siding. Attached front porch with front gable roof, triple posts on brick piers. Twelve-over-one windows, replacement front door. Max and Ida L. Markowitz, with Mark's cleaners & Dyers,

lived here from 1937 to 1940. James F. and Allie V. Stokes, with J. F. Stokes & Son, awnings, lived here from 1941 to at least 1951. (Sanborn maps, city directories).

187. 419 Fourth Avenue West. Apartment Building. Non-contributing. 1980s.
Two-story modern apartment building with gable roof, recessed entries. Replaces an older house on the same lot. (Sanborn maps, city directories).

188. 407 Fourth Avenue West. Scheper House. Contributing. ca. 1900.
Two-story Neoclassical Revival style building with many additions through the years. The original section is the L-plan in front, with a monumental portico and fluted Corinthian columns. The additions range from one to two stories. The wing to the west was added by 1954; and the east wing was also there by that time. It appears they date from the late 1920s to 1930s. Vinyl siding. Multi-gable roof. There are one-story porches on the east and west wings, with the same fluted columns. Both also have balconies above with Chinese latticework balustrades. Interior stuccoed chimneys. Six-over-one windows; single-light-over-panel front door with leaded glass sidelights and transoms. Large corner lot with house up on the hill. Mature boxwoods; granite retaining wall with beaded mortar. Rebecca M. Scheper, widow of Fred W. Scheper, lived here at least part of the year from 1926 to 1927. It is unknown if the house was built by the Schepers, but this house may be part of the trend of large homes being built in the neighborhood for summer residents from coastal South Carolina. She was from Beaufort, South Carolina. Her son, Fred W. Scheper, Jr. and wife Beatrice, lived her part of the year from 1937 to 1942. The house remained vacant for several years, and in 1950 became the Redden Apartments, with eight units. It has remained as an apartment building since. (Sanborn maps, city directories).

188A. Apartments. Contributing. ca. 1920.
Front gable cottage with central chimney, gable roof dormers. This appears to originally have been a caretaker's cottage. A multi-gable roof wing with entry porticos was added to the south, probably in the 1940s.

Fourth Avenue West--south side:

189. 1220 Fourth Avenue West. Harold E. Scheper House. Contributing. ca. 1925.
One-story bungalow with a side gable roof and projecting front gable bay at northeast corner. It appears the original porch has been enclosed behind the original round columns and brick posts (northwest corner). Brick veneer walls. Exterior end chimney; eight-over-one windows. Harold E. and Edith C. Scheper lived here from 1937 to at least 1951. They were bookkeepers at Wing Paper Box Company. They may be related to the Scheper family associated with 407 Fourth Avenue West (#188). (Sanborn maps, city directories).

189A. Garage. Contributing. ca. 1925.
One-story brick veneer garage with a modern garage door; front gable roof.

190. 1218 Fourth Avenue West. George F. Wing, III House. Contributing. ca. 1950.
One-story Ranch house with a U-shape plan. Front gable roof on projecting bays on east and west. West bay is attached garage, possibly added at a later date. Brick veneer walls. Entry stoop with iron posts and balustrade. Front exterior brick chimney. Modern windows and doors. Small level lot. George F. and Virginia Wing III, with Wing Paper Box Company, built this house. (Sanborn maps, city directories).

191. 1204 Fourth Avenue West. House. Non-contributing. ca. 1955.
One-story Ranch house with a side gable roof and projecting front gable center bay. Brick veneer walls, entry stoop, modern doors and windows. (Sanborn maps, city directories).

192. 1126 Fourth Avenue West. Hans Weberson House. Contributing. ca. 1920.
One-story bungalow with classical detailing. Vinyl siding. Center hall plan, clipped gable roof, and portico at front. Portico details include full pediment, paired tapered columns, and a new iron balustrade. Rear porch with clipped gable roof. Central chimney. Six-over-one windows, wide paneled front door with sidelights. Fenced lot. Hans Weberson, a foreman at Chipman LaCrosse Hosiery Mills, and Edward Patterson, secretary-treasurer at Patterson's, lived her from 1939 to 1940. Miss Carrie M. Conwith lived here from 1941 to 1942; Henry P. Conwith lived her from 1943 to 1944. Roy I. and Ruby D. Cate, with Western Auto Association Store, lived here from 1945 to 1949. Russell and Rachel T. Katzenmoyer lived her beginning in 1950. Katzenmoyer was a superintendent at Chipman-LaCrosse Mills. (Sanborn maps, city directories).

192A. Garage apartment. Non-contributing. 1970s.
One-story outbuilding with a garage to the west and an apartment unit to the east. Appears to be a replacement of an older outbuilding at the same location. Side gable roof.

193. 1110 Fourth Avenue West. William M. Sherard House. Contributing. ca. 1925.
One and one-half-story Tudor Revival house with a cross gable roof, half-timbering in gable ends. Brick veneer on lower half of walls. Northwest and northeast corners have flat-roof screened sunrooms. Exterior end brick chimney on west. Six-over-one windows; multi-light front door with fanlight, sidelights, and pediment supported by round columns. Large corner lot with mature hemlocks and hardwood trees. Designed by Erle Stillwell for the Sherard family. Drawings indicate many built-in cabinets and extensive woodworking throughout the interior. William M. and Grace G. Sherard lived here from 1926 to at least 1951. Sherard was a superintendent at State Trust Company Building. (Sanborn maps, city directories, Stillwell drawing collection).

193A. Garage and storage building. Contributing. ca. 1925.
One-story storage building with a front gable roof, carport added to front.

194. 1008 Fourth Avenue West. Earl H. Martin House. Contributing. ca. 1950.
One-story Minimal Traditional house with a hip roof and projecting front gable bay at northeast corner. Shed roof over deck addition to east, with lattice walls. Entry stoop with square posts and 2 x 2 balustrade. Masonite board siding, central brick chimney, modern windows and door. Small corner lot. Earl H. and Ruth A. Martin apparently built this house. Martin was a janitor at the high school. (Sanborn maps, city directories).

195. 1006 Fourth Avenue West. Evelyn Armstrong House. Contributing. ca. 1948.
One-story-plus-basement bungalow with an addition to the rear. Multi-gable roof; asbestos siding, probably original. Engaged front porch. Central brick chimney; six-over-six windows and doors. Mrs. Evelyn Armstrong lived here beginning in 1948. Thomas R. and Mary W. Rudisill lied her beginning in 1950. Rudisill was a pharmacist at Economy Drug Store. (Sanborn maps, city directories, owner).

195A. Garage. Non-contributing. ca. 1955.
One-story front gable frame garage, with plywood paneling siding.

196. 1002 Fourth Avenue West. House. Non-contributing. 1970s.
One-story modern house with a side gable roof, textured plywood siding, deck at front. Central chimney, modern windows and door. (Sanborn maps, city directories).

197. 922 Fourth Avenue West. House. Non-contributing. ca. 1970.
One-story plus basement modern house with front gable roof, brick veneer walls, and vinyl siding in gable ends. Entry stoop, modern windows and door. Corner lot, with stone retaining wall which appears to pre-date the house. Replaces an older house on the same lot. (Sanborn maps, city directories, survey files).

198. 910 Fourth Avenue West. Junius Anders House. Contributing. ca. 1900.
One and one-half story Queen Anne house with a side gable roof, projecting front gable bay at northwest corner, and a shed roof dormer. Weatherboard siding with decorative shingles in front gable end. Formerly had a wraparound porch which rotted and was not replaced. Two exterior painted brick chimneys; one-over-one windows; modern door with sidelights. Junius Anders, a farmer, lived here with wife Juanita beginning in 1926. Mrs. Anders lived here until 1944. James E. Burgin, with J. E. Burgin Feed Store and Hatchery, lived here with wife Mildred from 1945 to 1946. Ruffin Wilkins, a superintendent with Home Security Life, lived here with wife Elizabeth beginning in 1950. (Sanborn maps, city directories, owner).

198A. Storage building. Contributing. ca. 1920.
One-story frame storage building with board and batten siding, gable roof.

199. 854 Fourth Avenue West. William Jordan House. Contributing. ca. 1920.
One and one-half story bungalow with side gable roof and shed roof dormer. Vinyl siding. Engaged front porch with square posts on piers covered by vinyl siding. Rear porch enclosed. Exterior stairs at rear to added apartment. Chimney covered with vinyl siding and capped. Mrs. Fannie Jordan, widow of William O. Jordan, lived here from 1937 to 1938. She and husband William formerly owned the Druid Hills Grocery. Jason E. Massey, of Valdosta, Georgia, lived here from 1939 to 1946. Chester B. and Mary L. Wood lived here from 1948 to 1951. (Sanborn maps, city directories).

199A. Garage. Contributing. ca. 1950.
One-story, frame garage with weatherboard siding and front gable roof.

200. 844 Fourth Avenue West. Ernest Dodge House. Non-contributing. ca. 1954.
One and one-half story Minimal Traditional house with a side gable roof and shed roof dormer. Attached garage at west side. Aluminum siding. Large interior brick chimney; multi-light casement windows; solid door with strap hinges appears original. Letter from a neighbor notes that Erle Stillwell designed this house. (Sanborn maps, city directories).

201. 832 Fourth Avenue West. Cecil F. Stonecipher House. Contributing. 1926.
Two-story Colonial Revival house with some changes from the original design. Historic photos indicate that the original one-story entry portico was replaced by the current monumental portico and widow's walk. Garage to the west and the one-story wing connecting it to the original section were added. Two-story wing on the east replaces a one-story sunroom wing, as seen in historic photos. All additions were made ca. 1950. Original section is German siding; additions are painted brick. Side gable roof, interior and exterior end chimneys. Original six-over-one windows; modern door. Large level lot. Cecil F. Stonecipher and wife Blenda built this house and lived here until at least 1951. Stonecipher was a salesman and an accountant. House remains in the family, owned by the daughter. (Sanborn maps, city directories, historic photos, owner).

202. 830 Fourth Avenue West. Oscar Latt House. Contributing. 1930.
Two and one-half story Craftsman bungalow with some Colonial Revival features. Cross gable roof with wide eaves, curved rafter ends, hip roof at rear. Striated tan brick veneer walls. Attached front porch has cut granite steps, brick posts and piers solid brick balustrade with cut granite caps. Sunroom at first floor, northeast corner; arched window in front gable end; second story balcony at northeast corner. Exterior end chimney with shoulders on west side. One-

over-one windows; single-light-over-panel front door with fanlight. Semi-circular sidewalk at front is original. Built by Oscar and Hilda Latt, grandparents of the current owner. It was sold out of the family in the 1940s, but was purchased back into the family by the current owner in 1990. House appears to be architect-designed, but it is currently undocumented. (Sanborn maps, city directories, historic photos filed with #201, owner).

202A. Garage. Contributing. 1930.
One-story tan brick, front gable, two-bay garage. Multi-light-over-panels garage doors.

203. 826 Fourth Avenue West. Presley B. Burckmeyer House. Contributing. ca. 1920.
One-story side gable cottage with weatherboard siding, and small addition at the northeast corner. Attached front porch with front gable roof, round columns, 1 x 1 balustrade. Two interior brick chimneys, two-over-two windows. Presley B. Burckmeyer, manager at Burckmeyer Grocery, built this house and lived here until 1949. Mrs. Mary Burckmeyer lived here from 1950. (Sanborn maps, city directories).

204. 816 Fourth Avenue West. John G. Grant House. Contributing. ca. 1894.
Two and one-half story Colonial Revival house with a hip roof, standing seam covering, and central front gable bay at second story with boxed returns. Entry portico at first floor; wraparound porch on two sides. Granite center steps, attached gazebos on porch at northeast and northwest corners. Pebbledash walls. Two large interior brick chimneys with corbeling. One-over-one windows; leaded glass panes at attic level; single-light door with sidelights. Large lot, house set above street. Land added to east after 1923. John G. Grant sold this house to Emma Grimes in 1905, and Emma G. Grimes sold it to James M. Seignious in 1908. The Seignious estate sold it to Eva S. Murray and Elizabeth S. Bryant in 1923. Murray and Bryant sold it to T. B. Allen, a state Senator, in 1924. The Allens sold the house to Thomas J. Heller in 1928; Hellers sold to the Adgers in 1936. John Adger owned the house from 1936 to 1942. Mrs. Jean Adger lived there from 1943 to 1944. In 1943, the Adger estate sold the house to Ernest Godwin. Godwin then sold to Dr. Richard S. Major. Dr. Major, a physician and surgeon, lived here from 1945 to at least 1980. (Sanborn maps, city directories, survey files, plat of Seignious estate).

204A. Servant's Cottage. Contributing. ca. 1894.
One-story hip roof cottage with interior brick chimney, front porch with square posts, two-over-two windows, brick foundation, weatherboard siding.

204B. Garage. Contributing. ca. 1920.
One-story front gable roof garage with flat roof storage wing added to west.

205. 726 Fourth Avenue West. Lyda House. Contributing. ca. 1900.
Two and one-half story Queen Anne house with pyramidal roof and intersecting gable roof projections with boxed returns. One-story rear wing. German siding, and decorative shingles in gable ends. Porch wraps around two sides with turned posts and no balustrade. Notable interior brick chimneys with elaborate corbeling. One-over-one windows; door opens to side. Small level lot. Mrs. Laura Lyda lived here from 1937 to 1938. The house was vacant in the early 1940s, then Philip E. and Nora J. Thibodeau lived here from 1943 to 1944; John H. Hutchinson, a salesman at Houston Furniture Company, and wife Edith were here from 1945 to 1946; and Charles A. Sieber, employed at Ecusta, and wife Paula, lived here from 1948 to at least 1951. (Sanborn maps, city directories, survey files).

205A. Storage shed. Non-contributing. ca. 1955.
One-story shed roof storage building with German siding.

206. 720 Fourth Avenue West. William C. Forsythe House. Contributing. ca. 1925.
One and one-half-story bungalow with a front gable roof and side gable roof wings. German siding. Engaged front porch with square posts and no balustrade. Interior brick chimney. Four-vertical-over-one windows, single light-over-panel front door. William C. Forsythe, an agent with Sinclair Refrigerator Company, and wife Ruth lived here in 1937 to 1938. Ruth Forsythe continued to live in the house until at least 1951. (Sanborn maps, city directories).

206A. Garage. Non-contributing. 1980s.
Two-bay modern garage with a front gable roof.

207. 622 Fourth Avenue West. Ashley H. Houston House. Contributing. ca. 1925.
One-story Craftsman bungalow with a notable green tile hip roof, striated tan brick walls, and a porte cochere on the east side. Entry patio at the northwest corner has a corrugated awning over it. Patio has quarry tile, a solid brick balustrade, and corner brick piers. Multi-light casements and projecting bay windows at front; six-panel door with sidelights. Door has a portico over it, supported by round columns. Interior brick chimney. Corner lot with quarry tile in the front entry walk. Ashley H. and Arabelle A. Houston, with Houston Furniture Company, lived here from 1937 to at least 1951. They may have been the original owners. (Sanborn maps, city directories, owner).

207A. Garage. Contributing. ca. 1925.
Notable one-story, two-bay, brick veneer garage with green tile hip roof like main house.

208. 614 Fourth Avenue West. Dr. Oliver Dahl House. Contributing. ca. 1925.
One-story bungalow with a front gable roof and lower front gable roof over wraparound porch. Vinyl siding. Porch details include triple corner posts, 2 x 2 balustrade, stuccoed piers. Two

interior brick chimneys, one brick, one stuccoed. Eight-over-one windows. Small lot. Dr. Oliver Dahl, a naturopathic physician, lived here from 1937 to 1946. Archie and Lois Davis lived here from 1948 to 1949, and a Dr. McCoy lived here from 1950 to 1951. (Sanborn maps, city directories).

208A. Carport. Non-contributing. 1970s.
Modern free-standing carport.

209. 610 Fourth Avenue West. Raymond L. Edwards House. Contributing. ca. 1920.
Two-story Colonial Revival house with a large wing added to the east in 1945. Original section of building has a front gable roof, monumental portico with tall square columns, and a flat roof. Portico possibly added along with the 1945 additions. Six-over-one windows, and a modern front door. The wing to the east is also two-story, brick, with a side gable roof, and a smaller one-story portion to the east. Windows on the addition are six-over-six, and the front door is recessed within an arched center entry. Interior end chimney on west elevation. The original house on this lot was added onto and turned into apartments in 1945 by Mrs. W. L. Harper, Sr. It was then called the Harper Apartments. The original section of the building was owned by Raymond L. Edwards, president of Hendersonville Hardware Company, and wife Sayde, from 1937 to 1944. Cecil R. and Elaine E. Cowan lived here from 1948 to 1949. (Sanborn maps, city directories, owner).

209A. Garage. Non-contributing. 1960s.
One-story, side gable roof, multi-bay garage. Concrete block with brick veneer.

210. 536 Fourth Avenue West. Julius H. Yelton House. Contributing. ca. 1920.
One and one-half story bungalow with a front gable roof and side gable dormers on the east and west. One-story shed roof wing on the east added between 1922 to 1926. One-story shed roof addition at rear. Wraparound porch had been enclosed on the west side. Porch details include paired posts on brick peers and solid brick balustrade with concrete caps. Multi-light-over-one large light on front porch; remainder of windows are three-vertical-over-one. Replacement door. Vinyl siding. Julius H. Yelton, a real estate and insurance agent, and wife Nell lived here from 19937 to 1938. Julius Stewart, the county Tax Collector, lived here from 1939 to 1944. John S. Forrest, a local building contractor, lived here from 1945 to 1949. John M. Sterling, a foreman at Ecusta, lived here beginning in 1950. (Sanborn maps, city directories).

210A. Storage building. Non-contributing. 1970s.
One-story modern storage building

210B. Cottage. Contributing. ca. 1925.
One-story hip roof cottage with vinyl siding and an entry stoop.

211. 532 Fourth Avenue West. House. Non-contributing. ca. 1970.
One and one-half-story modern house with a U-shape plan. Gable and shed roof. Textured plywood paneling on walls, recessed entry stoop, single-light casement windows, modern door. Large lot, level with street. Replaces an older house on the same lot. (Sanborn maps, city directories, survey files).

212. 520 Fourth Avenue West. Henry C. Ranson House. Contributing. ca. 1925.
One-story bungalow with a clipped gable roof, brick veneer walls. Front gable roof projecting bay over original porch entry. Front porch has been enclosed with awning style windows. Interior brick chimney. Multi-light-over-one windows. Small level lot. Henry C. Ranson, an engineer with Southern Railway, and wife Una May, lived here from 1937 to 1938. Edward and Doris Patterson, with Patterson's Department Store, lived here from 1941 to 1942. Henry O. Latt, with Hendersonville Coal Company, and wife Mabel, a piano teacher, lived here from 1943 to 1944. Mrs. Rosa M. McNally, widow of Paul McNally, lived here from 1945 to 1949. Albert and Cora B. Pilling lived here from 1950 to 1951. (Sanborn maps, city directories).

212A. Garage. Contributing. ca. 1925.
One-story front gable garage.

213. 514 Fourth Avenue West. Jesse R. Whitley House. Contributing. ca. 1925.
One-story bungalow with a hip roof and front gable, arched entry to front porch. Yellow brick veneer walls; Porch details include arched entry, quarry tile floor, solid brick balustrade, brick posts, French doors opening onto porch, northwest corner is an open patio. Brick interior and exterior end chimneys; six-over-one and multi-light casement windows; multi-light front door. Small level lot. Jesse R. Whitley, a pharmacist at Freeze Drug Company, and wife Ruth lived here from 1937 to 1940. Mrs. Mary West, widow of William, lived here from 1941 to 1942. Miss Berdie West, with LaVogue, lived here from 1943 to 1946. Paul and Marguerite, with Cornelius and Johnson wholesale produce, lived here from 1948 to 1949. Leo and Una Roos, with fifth Avenue Antiques, lived here from 1950 to 1951. (Sanborn maps, city directories).

214. 510 Fourth Avenue West. Charles J. Turner House. Contributing. ca. 1920.
One-story-plus-basement bungalow with a cross gable roof, knee braces. Small rear addition. Shingle siding; Engaged front porch with triple corner posts, shingle balustrade, and flat arch. Two interior brick chimneys, one-over-one windows, multi-light front door. Small lot, drops to rear. Charles J. and Leila Turner, of Unadilla, Florida, lived here part of the year from 1939 to 1942. Mrs. Emma Faulkner, widow of Ira Faulkner, lived here from 1943 to 1944. Roy M. Dougall, a carpenter, and wife Marley, lived here from 1945 to 1949, and Mrs. Otis V. Powers lived here beginning in 1950. (Sanborn maps, city directories).

214A. Garage. Contributing. ca. 1920.
One-story front gable garage with German siding.

215. 504 Fourth Avenue West. Sidney W. Holdford House. Contributing. ca. 1920.
One and one-half story bungalow with a front gable roof and shed roof dormers on east and west. Brick veneer with shingles in gable ends. Attached front porch with double and triple posts on cut stone piers, solid shingles balustrade, and "bow tie" arch. Cut stone foundation with beaded mortar joints; twelve-over-one windows; and multi-light modern door. Landscaped corner lot. Sidney W. and Maude K. Holdford, with Shorty's Pig and Whistle, lived here from 1937 to 1938; Sidney C. Rome, manager at Lewis Department Store, and wife Pauline, lived here from 1939 to 1940; Claude A. and Sue Thomas were here from 1941 to 1942; Mrs. Kate Porter, widow of James B. Porter, lived here from 1943 to at least 1951. (Sanborn maps, city directories).

216. 414 Fourth Avenue West. Rosa Edwards Elem. School. Contributing. ca. 1910.
Two-story Classical Revival building of solid masonry construction, brick walls. Wings to the east and west were added ca. 1951. Entry portico retains much of its Classical detailing, with a replacement front door. Replacement windows, retrofitted into the original openings. Original windows were eight-over-eight with transom lights. One of Hendersonville's earliest school buildings, originally called the Hendersonville Grammar School. Sanborn maps from 1912 note the building had hot water heat, electricity, and was of solid brick construction. Rosa Edwards was principal there in the late 1920s. By 1937, the building was called the Rosa Edwards Elementary School, which it remained until at least 1951. Now used for administrative offices for the school system. Original architect was H. C. Meyer, but he may have worked for Erle Stillwell at the time. Six Associates, Inc., did the 1951 additions. (Sanborn maps, city directories, Stillwell drawing collection).

217. 326 Fourth Avenue West. Charles L. Grey House. Contributing. ca. 1920.
Two-story-plus-basement brick Four Square house with a hip roof and shed roof dormer. Full-width front porch with a flat roof, columns, and a 1 x 1 balustrade. Rear porch enclosed. Interior brick chimney; nine-over-one windows, single-light-over-panel front door. Low stone retaining wall at sidewalk. Currently divided into apartments. Charles L. Grey was one of the sons of James Grey, Sr., with Grey Hosiery Mill. He lived in this house from 1937 to at least 1951. James Grey, Jr., another son, had a house at 919 Fourth Avenue West (#162). (Sanborn maps, city directories).

218. 320 Fourth Avenue West. Mary A. Brown House. Contributing. ca. 1920.
One and one-half story Craftsman bungalow with a side gable roof and central front gable dormer at front. Brick walls, and half-timbering in front gable ends. Attached front porch has brick posts, solid brick balustrade with concrete caps, an extension to the east which forms a

porte cochere, and a front gable roof over the center entry. Interior brick chimneys. Stone foundation. Eight-over-one and one-over-one windows; multi-light front door. Erle Stillwell designed a hotel building for M. A. Brown, but it appears that Richard Sharp Smith designed this house for her in September 1921.[2] Mary A. Brown, widow of James Brown, lived here from 1921 to 1942. Mrs. Brown was president of Brown-Jordan Corporation, a real estate firm. F. V. Gaines lived here from 1945 to 1946, and Mrs. Cornelia K. Helsman, widow of Alfred D. Helsman, lived here from 1948 to 1949. (Sanborn maps, city directories).

218A. Garage. Contributing. ca. 1920.
One-story brick, front gable roof garage with original doors.

219. 314 Fourth Avenue West. O. Edward Griswold House. Contributing. ca. 1920.
One and one-half story Craftsman bungalow with a side gable roof and hip roof dormer at front. Brick veneer walls, interior brick chimney. Attached front porch with double and triple posts on stone piers, 2 x 2 balustrade. Stone foundation, with beaded mortar joints. Four-vertical-over-one and multi-light casement windows; multi-light door. Small level lot. O. Edward and Katherine Griswold lived here from 1937 to 1940. Frank A. Ewbank, manager at Ewbank & Ewbank real estate and insurance, lived here with wife Winona H. from 1941 to 1942. Robert L. Whitmire, a lawyer, and wife Madge lived here from 1943 to 1944. John C. Hayes, a salesman, and wife Katherine B., lived here from 1945 to at least 1951. (Sanborn maps, city directories).

219A. Garage. Contributing. ca. 1920.
One-story front gable roof garage with original doors.

Third Avenue West--north side:

220. 1215 Third Avenue West. Thomas H. Franks House. Contributing. ca. 1925.
One-story bungalow with side gable roof and front gable pediment supported by brackets at center front entry. Engaged porch to west. Vinyl siding. Central brick chimney with corbeling. One-over-one windows; eight-light-over-panels front door. Thomas H. Franks, a lawyer, and wife Margaret lived here fro 1937 to at least 1951. (Sanborn maps, city directories).

220A. Garage. Non-contributing. 1960s.
One-story, two-bay modern garage with vinyl siding and gable roof.

221. 1211 Third Avenue West. Melbourne J. Cannon House. Contributing. ca. 1925.
One-story bungalow with clipped gable roof and shed roof dormer at front and rear. German siding. Screened porch wing to east added. Engaged porch with narrow tapered columns.

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[2]Inventory list of Richard Sharp Smith drawings.

Eight-over-one windows; eight-light-over-panel front door. Melbourne J. Cannon, an agent with Standard Oil, and wife Virginia lived here from 1939 to 1940. Fritz and Helen Brauer lived here from 1941 to 1942; Claude D. Caston, a salesman with American Oil, lived here with wife Blanche from 1943 to 1946. Richard W. Smith, an aviator, lived here with wife Elsie from 1948 to at least 1951. (Sanborn maps, city directories).

222. 1113 Third Avenue West. Abram Kronenfeld House. Contributing. ca. 1925.
One-story hip roof cottage with a shed roof garage added to east sometime before 1954. Small wing to west also added ca. 1950. Shingle siding, front gable porch with square posts, no balustrade. Two-over-two windows, modern door. Set back from street on a wooded lot. This property was originally part of the Eliza Barranger subdivision of 1925. Abram and Melvina Kronenfeld, of Miami, Florida, lived here part of the year from 1939 to 1940. William C. and Alma B. Morehouse lived here from 1943 to 1946. Mrs. Juliette Adams, widow of William H. Adams, lived here from 1948 to 1951. It appears this building was an outbuilding to a former house in this location, 1121 Third Avenue West. (Sanborn maps, city directories).

223. 1109 Third Avenue West. Robert B. Meek House. Contributing. ca. 1920.
One and one-half story Shingle Style cottage with a front gable roof and shed roof dormers on the east and west. Shingle siding, eight-over-one and four-vertical-over-one windows. Engaged corner porch with 2 x 2 balustrade. Interior brick chimney. Large wooded lot, heavily landscaped. Robert B. Meek, a grocer, and wife Pauline lived here from 1937 to 1938. Mrs. Eliza O. Barranger, widow of Milton G. Barranger, lived here from 1939 to 1940. Raymond E. Gilmer, a salesman at Cantrell Produce Company, lived here from 1943 to 1944. Mrs. Florence T. Erwin, widow of Andrew J. Erwin, lived here from 1945 to 1946; Mrs. Ruth Jones was here from 1948 to 1949, and Brook Clements, a cabinet maker, was here from 1950 to 1951. (Sanborn maps, city directories).

223A. Cottage. Contributing. ca. 1920.
One-story shingled side gable cottage.

224. 1009 Third Avenue West. Henry P. Wilkinson House. Contributing. ca. 1920. Alterations ca. 1940.
One-story side gable cottage which appears on Sanborn maps by 1922, with some alterations ca. 1940. Shed roof additions to west and rear. Stone veneer walls with beaded mortar joints which were done in the early 1940s (adjacent property owner interview). Front gable entry stoop at southeast corner, with open patio to the west. Modern replacement windows and door. Small lot, stone retaining wall at sidewalk. Henry P. and Elizabeth Wilkinson lived here from 1937 to 1944. Belvin Hyder, a bookkeeper, lived here from 1945 to at least 1951. (Sanborn maps, city directories).

224A. Garage. Non-contributing. ca. 1955.
One-story frame garage with front gable roof and weatherboard siding.

225. 1003 Third Avenue West. Odell Brock House. Contributing. ca. 1920.
One-story side gable, L-plan cottage with a metal roof, asbestos shingles, and wood shingles in gable ends. Attached shed roof porch has double posts on stuccoed piers. Central chimney is capped. Two-over-two windows. Low stone retaining wall. Odell Brock, a mechanic at Service Garage, and wife Kathryn, lived here from 1937 to 1938. Arthur and Anna B. Wilkinson lived here from 1941 to 1942 and from 1945 to 1946. Benjamin and Gladys B. Yablonsky lived here from 1943 to 1944; Jack A. and Melney H. Norwood lived here from 1948 to 1949; Frank Hyder, a repairman, lived here from 1950 to 1951. (Sanborn maps, city directories).

225A. Garage. Non-contributing. ca. 1955.
One-story front gable garage with asbestos siding.

226. 919 Third Avenue West. George B. Edwards House. Contributing. ca. 1920.
Two-story Four Square house with a hip roof and central brick chimney. Original weatherboard siding. One-story wing at rear, and a small addition at northwest corner. Wraparound porch, enclosed on east side, with an addition to the east. Porch details include square posts and 2 x 2 balustrade. One-over-one windows, some replacement; single-light-over-panel front door. George B. Edwards, a barber, and wife Cora lived here from 1939 to 1942. James O. Cothran lived here from 1943 to 1944; Lewis Case, a carpenter, lived here with wife Pauline from 1945 to 1946; Walter G. Banks lived here from 1948 to 1949, and Jesse Lee, a baker at Jessie's' Bakery, lived here from 1950 to 1951. (Sanborn maps, city directories).

227. 535 Third Avenue West. Harry L. Raynes House. Contributing. ca. 1920.
One-and-one-half-story bungalow with a hip roof and exposed rafter ends. Front gable dormer with knee braces at front. Original weatherboard siding. Engaged front porch with double and triple posts on brick piers, flared tops of posts. Solid brick balustrade. Porch at rear enclosed. Interior brick chimney, six-over-one windows, multi-light-over-two-panel front door. Harry L. and Rose Raynes, of Augusta, Georgia, lived here part of the year from 1937 to 1938. Mrs. Julia R. Connelly, widow of Walter Connelly, lived here from 1939 to 1945. Joseph Q. Allison, an accountant, lived here with wife Ruth from 1948 to 1949. Mrs. Alma B. Greene, with Collins-McCord-Draughton Beauty, lived here from 1950 to 1951. (Sanborn maps, city directories).

228. 531 Third Avenue West. Asad H. Makla House. Contributing. ca. 1920.
One-story bungalow with a cross gable roof, brick veneer walls, and aluminum siding recently applied to soffits and gable ends. Attached front porch with replacement iron posts and balustrade, front gable roof. Central and exterior end brick chimneys; six-over-one windows.

Small lot. Asad H. and Evelyn Makla, owners of Makla's, lived here from 1939 to 1940. John W. and Jimmie Farmer lived here from 1941 to 1942; Millender M. Mathews, a paper maker, and wife Ruth P., lived here from 1943 to 1944; William A. and Stella A. Howard, with Howard's Star Market, lived here from 1945 to at least 1951. (Sanborn maps, city directories).

229. 525 Third Avenue West. Elmson House. Contributing. ca. 1920.
One-story bungalow with a side gable roof, vinyl siding. Attached front porch with possible replacement posts, front gable roof, solid balustrade with vinyl siding. One-over-one windows. Small level lot. Mrs. Corinne F. Elmson, widow of Percy G. Elmson, lived here from 1937 to 1942; Miss Elizabeth Elmson, a nurse, lived here from 1943 to 1949. Claude H. Elmson owned the building from 1950 to 1951. (Sanborn maps, city directories).

229A. Garage. Contributing. ca. 1950.
One-story front gable garage with rusticated concrete block and German siding. Small addition to front is recent.

230. 519 Third Avenue West. Jason Dorn House. Contributing. ca. 1920.
One and one-half story bungalow with a side gable roof and front gable dormer with stepped knee braces. Original weatherboard siding. Engaged front porch with tapered posts on solid balustrade of weatherboard siding. Exterior end chimney; nine-over-one windows; multi-light-over-panel front door. Jason Dorn, with Carolina Barber Shop, and wife Irene, lived here from 1937 to at least 1951. They were probably the original owners of the house. Fair condition, currently being renovated. (Sanborn maps, city directories, owner).

230A. Garage. Contributing. ca. 1925.
One-story, two-bay, garage of rusticated concrete block; front gable roof, original doors, weatherboard in gable end.

231. 515 Third Avenue West. Tilden J. Hill House. Contributing. ca. 1925.
One-story bungalow with a front gable roof and curved knee braces. German siding, wraparound porch with curved braces, battered posts on stone piers, beaded mortar joints on solid stone balustrade. Stone interior end chimney. Eight-over-one windows; multi-light door. Small level lot. Tilden J. Hill, a postal carrier, and wife Lydia, lived here from 19397 to 1938. Robert L. Brown, a foreman at Rigby-Morrow, and wife Maysie, lived here from 1939 to at least 1951. (Sanborn maps, city directories).

231A. Garage. Contributing. ca. 1925.
One-story frame, front gable garage with German siding.

Third Avenue West--south side:

232. 622 Third Avenue West. Charles W. Orton House. Contributing. ca. 1920.
One-story bungalow with a hip roof and vinyl siding. Attached front porch with replacement posts and balustrade. Small porch at rear, southeast corner, been enclosed. One-over-one windows; single-light-over-three-panel door. Charles W. Orton, a statistician with the county schools, and wife Minnie, lived here from 1937 to 1938. Alonzo Brookshire and wife Inez lived here from 1939 to 1940. Brookshire worked for Grey Hosiery Mills. Wiley W. Roberts, an operator with Southern Railway, and wife Fannie lived here from 1943 to 1944; William R. Ruff, a salesman at American Oil Company, and wife Ethel lived here from 1945 to 1946, and Mrs. Goldie P. Estroff, widow of Harris Estroff, lived here from 1948 to 1951. (Sanborn maps, city directories).

233. 616 Third Avenue West. Roy Bass House. Contributing. ca. 1920.
One-story hip roof bungalow which appears to be a reverse floor plan of the Orton House (#232). This house still retains its original form and massing, but has some alterations as compared to the Orton House, including a replacement multi-light window on the projecting front bay. Original porch replaced with a shed roof covering and no balustrade. Aluminum siding and one-over-one windows. Roy Bass, a traveling salesman, and wife Vera lived here form 1937 to 1938. Seth E. Edmondson, a police officer, and wife Lucile lived here from 1939 to 1940. Joseph Lavell, a machine operator, and wife Anna lived here 1941 to 1942; Mrs. Grace B. Lyda, widow of Wade H. Lyda, lived here 1945 to 1946; Albert J. Strange, with Central Cafe, and wife Ethel lived here from 1950 to 1951. (Sanborn maps, city directories).

234. 612 Third Avenue West. Florence Bussell House. Contributing. ca. 1925.
One-story bungalow with cross gable roof, exposed rafter ends, and German siding. Wraparound porch with square posts on brick piers, 2 x 2 balustrade, knee braces. Exterior end chimney; multi-light-over-large pane windows at front, four-vertical-over-one elsewhere. Multi-light front door. Small level lot. Miss Florence Bussell, a saleswoman at The Fashion Shop, apparently owned this house from 1937 to at least 1951. (Sanborn maps, city directories).

235. 524 Third Avenue West. Zebulon Byers House. Contributing. ca. 1920.
Two-story hip roof cottage with front gable projections. Vinyl siding. Wraparound porch with tapered columns and a solid wood balustrade. Central chimney; one-over-one windows; single-light-over-panel front door. Stone piers. Notable granite block retaining wall at sidewalk. According to deeds, B. P. Burckmyer purchased the property in 1910. James H. Patterson later owned the property; and then Mr. Burckmyer and the City of Hendersonville sold the property to Zeb C. and Maggie Byers in 1940. It is not known who actually built the house, but based on the style it may have been built by Burckmyer. The Byers family sold the property to Floyd L. and Ruby P. Metcalf in 1968. Zebulon Byers was named acting postmaster of the

Hendersonville Post Office from May 10, 1934 until March 19, 1935. He was a businessman in Hendersonville, a partner in Byers Brothers, a wholesale mercantile firm on Main street. He served four years, from 1923 – 1927, as a city commissioner. (Sanborn maps, city directories, owner).

236. 520 Third Avenue West. Lula J. Loflin House. Non-contributing. ca. 1920.
Two-story rectangular double-pile house with substantial alterations. The wraparound porch which showed on the Sanborn maps is gone. Lower half of building is shingles and upper half is asbestos siding. Hip roof, interior brick chimney. Original door may have faced Third Avenue; a modern door has been added on the side facing a gravel drive. Mrs. Lula J. Loflin lived here from 1939 to 1940; Frank L. and Mary H. Southard, with the Courthouse Cafe, lived here from 1943 to 1944; R. Mack and Nellie N. Blackwell were here from 1945 to 1946; Herbert J. and Annie R. Morgan lived here from 1948 to 1949. Morgan was a plumber. Mrs. Lula B. Hunt lived here beginning in 1950. These were most likely renters, since the occupants changed yearly. (Sanborn maps, city directories).

236A. Carport. Non-contributing. 1970s.
One-story modern, free-standing carport with three bays.

237. 514 Third Avenue West. Everett Shipman House. Contributing. ca. 1920.
One-story-plus-basement bungalow with a clipped gable roof, shingle siding, and a small one-story addition at rear. Engaged, recessed entry porch with new iron rail. Interior brick chimney; some replacement windows; single-light-over-panel front door. Small lot. Everett Shipman, a carpenter, and wife Eliza P., lived here from 1937 to 1938. William H. Garren, a painter, and wife Ollie were here from 1939 to 1940; Mrs. Mazuri Reckling, a clerk with the county schools, lived here from 1941 to 1951. (Sanborn maps, city directories).

238. 510 Third Avenue West. Melvin A. Pace House. Contributing. ca. 1925.
One-story front gable cottage with German siding, and replacement posts and balustrade on the front porch. One-over-one windows and replacement front door. Interior brick chimney; House set way back from street. Melvin A. Pace, a mechanic at Wing Paper Box Company, lived here from 1937 to 1938. Mark E. Briggs, a mechanic at Grey Hosiery Mill, lived here from 1939 to 1940. Jesse and Eula Briggs lived here from 1941 to 1942. Ernest Kaltenbach, a paper maker, lived here from 1943 to 1944. Rickman E. Orr, with Ecusta Corporation, and wife Alva, lived here from 1945 to at least 1951. (Sanborn maps, city directories).

Vacant lot to east, tax parcel #9568.11.67.4459

239. 416 Third Avenue West. Herman F. Branstetter House. Contributing. ca. 1920.
One-story cross gable roof cottage with original weatherboard siding. Front porch originally a wraparound, currently removed on the west side, but house is under renovation, and this may be replaced later. Porch details include square posts and 2 x 2 balustrade. Central brick chimney. New one-over-one windows, modern door. Notable stone retaining wall at west side of lot. Altered front porch appears to have new Herman F. and Bertha W. Branstetter lived here from 1937 to 1938; Carroll N. Presson, manager at A & P Food Stores, lived here with wife Carolyn K. from 1941 to 1942. John J. and Margaret S. Ernster were here 1943 to 1944; James H. and Emma Y. Sudduth, of Spartanburg, South Carolina, from 1945 to 1946; and Fritz H. Brauer, a machinist at Ecusta Paper Corporation, was here from 1948 to 1949 with wife Helen. Poor condition. (Sanborn maps, city directories).

240. 408 Third Avenue West. Ralph R. Shelley House. Contributing. ca. 1950.
One-story Minimal Traditional house with a side gable roof, asbestos siding (original), and a central front porch with a front gable roof, iron posts, and no balustrade. Central brick chimney. Three-vertical-over-one windows; three-vertical-over-panel front door; rusticated concrete block foundation. Ralph R. and Rosalba Shelley were apparently the first occupants of this house. Shelley was a traveling salesman. (Sanborn maps, city directories).

241. 404 Third Avenue West. Ira E. Johnson House. Contributing. ca. 1920.
Two-story Four Square with a wraparound porch, enclosed on the east side. Front gable roof with knee braces, brick veneer walls. Bungaloid porch details. Exterior end brick chimney; triple multi-light-over-one windows; multi-light front door. Corner lot. Ira E. Johnson, a manager at F. W. Woolworth, and wife Mary C. lived here from 1937 to 1938. Ralph W. Jones, principal at Etowah School, and wife Trissie, lived here from 1939 to 1942. Augustus L. Shirder lived here from 1943 to at least 1951. (Sanborn maps, city directories).

242. 334 Third Avenue West. Claude M. Pace House. Contributing. ca. 1910.
One and one-half story late Queen Anne style house with a multi-gable roof and original weatherboard siding. Front gable dormers at north and west. Attached front porch with turned posts, no balustrade. One-over-one windows; single-light-over-panel oak front door. Stone pier foundation with brick infill. Interior brick chimney. corner lot. Rear porch enclosed. House recently been renovated, including a new standing seam roof. Claude M. and Clingman A. Pace lived here from 1926 to 1927, and were probably the original owners of the house. Mrs. Blanche E. Grant, widow of V. E. Grant (a Henderson County sheriff), lived here from 1939 to at least 1951. (Sanborn maps, city directories, owner).

242A. Storage building. Contributing. ca. 1950.
One-story front gable storage building with weatherboard siding, exposed rafter ends.

SUMMARY

The West Side Historic District is locally significant for listing in the National Register of Historic Places under Criterion C for architecture for its intact collection of residences representative of the period from the 1860s to 1951. These houses range from 1860s seasonal houses of coastal South Carolina residents to several distinctive Tudor Revival and Classical Revival houses from the 1920s and 1930s designed by Hendersonville's premier architect Erle Stillwell. The district also meets Criterion A for community planning and development as a neighborhood that represents the residential development trends in Hendersonville from the 1860s to the early 1950s. The first development of the West Side Historic District took place beginning in the late nineteenth to early twentieth century with scattered farmhouses and summer homes being among the earliest buildings. Formally platted small subdivisions by myriad local developers began to appear as early as 1906, with the largest development occurring between 1916 and the mid-1920s. The context and history of the West Side Historic District and its relation to the development of the town of Hendersonville are documented in the Multiple Property Documentation Form, "Historic and Architectural Properties in Hendersonville, North Carolina: A Partial Inventory." In particular, the context sections entitled "Tourism Development in Hendersonville, NC in the Railroad Years, 1879-1929" and "Residential Development in Early Hendersonville, NC, 1879-1929" set the stage for development of the historic district during the period of significance. The historic district contains residential properties that are included in the "residential buildings" property type (Section F, pages 6-7) and the district meets the registration requirements for the property type. Additional context is presented in this nomination form. Although the neighborhood continued to develop after 1951, this period does not constitute exceptional significance, and therefore the period of significance ends at the fifty-year cut-off date for Criteria A and C.

HISTORIC BACKGROUND AND COMMUNITY PLANNING AND DEVELOPMENT

The late nineteenth and early twentieth centuries in Hendersonville proved to be a tremendous boom time for speculative residential real estate development, and the West Side neighborhood was no exception to this. Once the railroad arrived in 1879, nationally popular building styles and the materials to construct them became more readily available. Local brickyards and sawmills became important commercial enterprises. While the **Columbus Mills Pace House** (#118), ca. 1860s, pre-dates this development period, residential growth on the west side of town began in concert with the late nineteenth century boom taking place in other parts of Hendersonville.

The owners of the 1860s **Columbus Mills Pace House,** originally associated with an extensive landholding on the west side of downtown Hendersonville, gradually sold off parcels during the twentieth century to subdivision developers. Other late nineteenth to early twentieth century homes in West Side were summer homes built for coastal South Carolina and Florida part-time residents. Hendersonville, like many other parts of the county, was no exception to the trend of wealthy lowlanders who built grand summer homes, bringing with them the influences of low-country architectural styles and families into the western North Carolina culture.[3] The train access available to downtown Hendersonville, along with a street car which ran up Fifth Avenue, made this neighborhood a more convenient place for these part-time residents to build than the neighborhoods further to the north.[4] Notable examples of these early residences in the West Side neighborhood built by Charlestonians include the **Baker House** (#179), **Mauney-Blythe House** (#176), **Scheper House** (#188), **Roberts House** (#137), and **Curtis-Burckmeyer House** (#172).

As the population of Hendersonville and the increasing number of summer residents began to grow in the early twentieth century, the need for housing became a top priority and an opportunity for many entrepreneurial developers. This is similar to what happened in the Hyman Heights neighborhood to the north where land from the mid-nineteenth century Gothic Revival **Killarney**, ca. 1858, was sold to develop most of the neighborhood.[5] The **Leander Justice House**, ca. 1910, from which much of the Druid Hills neighborhood was subdivided, is another example of this pattern of large farms sold to developers during the booming growth periods of the town.[6]

Most of the West Side neighborhood was developed during the first two decades of the twentieth century at the same time as other neighborhoods in Hendersonville, including the more suburban Druid Hills and Hyman Heights neighborhoods to the north. Hyman Heights was platted in 1905, and the adjacent Mount Royal was platted in 1923.[7] Druid Hills developed concurrently with the 1920s development in the West Side Historic District, with the initial portion being platted in 1923 and later sections added in 1925. Most homes were built by 1926, with the majority built by 1945.[8] In contrast to the West Side, both Druid Hills and the Hyman

[3]Bowers, Sybil A."Historic and Architectural Properties in Hendersonville, North Carolina: A Partial Inventory". Multiple Property Documentation Form, 1983, p. E-8.
[4]The Laurel Park Street Railway ran from Main Street out Fifth Avenue West from 1905 to 1916. Trolleys in the Land of the Sky. Forty Fort, Pennsylvania: Harold E. Cox, publisher, 2000, p. 76.
[5]"Hyman Heights/Mount Royal Historic District", p. 7-34.
[6]"Druid Hills Historic District", p. 7-20.
[7]Bowers, Sybil. "Hyman Heights/Mount Royal Historic District". National Register nomination. 9 August 2000, p. 8-1.
[8]Bowers, Sybil. "Druid Hills Historic District". National Register nomination. 22 March 2000, p. 8-1.

Heights/Mount Royal neighborhoods were comprised of single large, planned subdivision plans platted by single developers. Druid Hills and Mount Royal broke from the grid plan to bring in the nationally popular use of the curvilinear street pattern.[9] In contrast, the West Side Historic District is comprised of a conglomeration of many individual developers who developed small areas within the overall western edge of the city limits of Hendersonville. The fact that there were so many separate developers involved in platting the west side of town is indicative of the ongoing boom in real estate occurring in Hendersonville and western North Carolina during the first decades of the twentieth century.

Platted subdivisions for the West Side neighborhood often included pre-existing houses, along with potential new lots for development. The acreage of the subdivided areas varied considerably, but generally lots and streets were laid out in a grid pattern, with lot widths ranging from twenty-five to fifty feet in width. A few of the subdivision included larger lots with widths of seventy-five to one hundred feet, but these were the exception. Some of the more wealthy property owners bought several smaller lots together to create a larger parcel for an often grander house. The earliest plat for the development of the West Side neighborhood was the "J. P. Rickman's Residence Lot", dated January 1906. This plat laid out approximately fifteen seventy-five foot wide residential lots along one block of Broad Street (now Fifth Avenue West) and Fleming Street, surrounding a large residential property.[10] Only a small portion of this plat is included in the historic district because most of the lots have been redeveloped in recent years with modern buildings (see Exhibit A, a map showing the locations of these early platted areas). This earliest development was clearly in response to the access provided to the neighborhood by the Laurel Park Street Railway system, which began operating in 1905. This line ran from Main Street up Broad Street (now Fifth Avenue West) to Laurel Park, and continued to operate until 1916.[11]

The majority of the development of the west side of town took place from the late 1910s to the late 1920s, concurrent with the dates of the platted subdivisions. The "Plan of the A. E. Morris Property" (December 1, 1916) platted one of the next areas to be developed. This subdivision included eleven fifty to sixty foot wide lots at the corner of Fleming Street and Fourth Avenue West, all of which is included in the historic district.[12] Charles Blum developed a portion of the neighborhood in 1917.[13] It appears that most of this development, which included thirteen seventy-five to one hundred foot wide lots between Third and Fourth Avenue West in the

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[9]Ibid.

[10]Plat Book B, page 243.

[11]Bailey, David C., Canfield, Joseph M., and Cox, Harold E. Trolleys in the Land of the Sky. Forty Fort, Pennsylvania: Harold E. Cox, publisher, 2000, p. 76.

[12]Plat Book B, page 107A.

[13]"Map of Property of Chas. Blum", September 1917. Plat Book B, page 266A.

blocks between Valley and Cross Streets (now Ehringhaus Street) was successful. One portion to the south was redeveloped later as the "Property of Mrs. Eliza Barranger" in 1925.[14] The easternmost portion, which contained pre-existing houses in the 1917 plat, apparently was sold off as a later subdivisions, the Alton Keith Subdivision (1953).[15] The "J. H. Ripley Subdivision" was platted August 5, 1919. This development included thirty-two fifty to seventy-five foot wide lots between Third and Fourth Avenues West, with the cross streets of Blythe and Taylor Streets. A portion of the Ripley Subdivision was later re-platted as the "Sample & Gregory Resubdivision of Lots 11, 16, 19, & 24 J. H. Ripley" (March 1923).[16] Another early development in the neighborhood was the "S. Maxwell's 5th Avenue Subdivision" (August 5, 1919), a plat of sixteen thirty to fifty foot wide lots at the corner of Fifth Avenue West and N. Whitted Street.[17] Sylvester Maxwell, who also lived in the neighborhood, was the president of S. Maxwell Real Estate, and vice-president of the Osceola Lake Company. He developed land in other parts of town as well.[18] In the late 1910s and 1920s, in addition to the more formally platted subdivisions, Columbus Mills Pace, the owner of the earliest house and extensive land holdings in the neighborhood, apparently also sold off portions of his property including his house. Judson College, located in the block bounded by Third and Fourth avenues, and Fleming and Buncombe streets, also apparently sold off some of its land holdings prior to 1911, pre-dating the P. L. Wright subdivision of 1921, located in the same area (see Exhibit A).

In the early 1920s land continued to be developed in the neighborhood, with several additional areas subdivided by local developers. Lots were generally similar in size as in the earlier plats, lending a uniformity to the overall appearance of the residential neighborhood. However, the overall size of the subdivisions varied, ranging from as few as two or three lots to as many as forty-eight. Unlike the development of the Druid Hills and Hyman Heights neighborhoods to the north, there was never any large scale development of any one area of the West Side. The "C. F. Bland subdivision of 48 Residential Sites on Sixth Avenue, Oak Street, Florida Avenue, and Justice Street" (April, 1920) was located between Oak and Justice streets, extending north to Sixth Avenue West and south to the southern property boundaries of Florida Avenue. Due to the larger size of the development, Florida Avenue was probably newly platted to accommodate more lots. The subdivision consisted of twenty-five to thirty-foot wide lots. C. Frank Bland lived on Patton Avenue in Hyman Heights in the 1920s, and was president of Bland Real Estate Company.[19] The "Property of P. L. Wright" (March 7, 1921), located at

[14]Plat Book B, p. 127.
[15]Deed Book 323, page 162.
[16]Ripley subdivision Book B, page 103A; Sample & Gregory Book B, page 32.
[17]Plat Book B, page 2.
[18]Hendersonville City Directories 1926 -1927.
[19]Hendersonville City Directories, 1926-1927.

the corner of Third Avenue West and Crescent Circle (now Fleming Street) contained three lots of forty to sixty-five feet in width, including Wright's own home. "Oak Hill Court" (November 14, 1922) was laid out as a grouping of twenty-three, fifty-foot wide lots. The present day Oak Hill Court was named Spanish Street on the plat. The "A. T. Cole and E. L. White subdivision North Fifth Avenue" (May 23, 1923) was located between Fourth and Fifth Avenues West, bounded by Blythe Street on the west and Taylor Street on the east. This plat included six, sixty to seventy-five foot wide lots, along with the existing Hobbs property at Blythe Street and three pre-existing houses on the east. The "Estate of J. M. Seignious" (1923), located south of Fourth Avenue West near the intersection of Oak Street, platted his own house, the Burckmeyer House, and two additional lots to the west. The Eliza Barranger development (1925) consisted of five, fifty to sixty-foot wide lots, redeveloped from the earlier Charles Blum development.[20] Another subdivision from the 1920s was the Pless Subdivision, located between Fourth and Fifth Avenues West, bounded by Valley Street to the west and N. Whitted Street to the east.

Additional areas of the neighborhood were subdivided into the 1930s, a re-working of already existing land divisions. These included the "Map of Lots 7 to 10 Maxwell Subdivision" (February 1, 1939); and the "Plat of the Quilhot Property, Valley Street" (May 29, 1939), located between Valley and Ehringhaus Streets, north of Fifth Avenue West. The Quilhot plat was a survey of pre-existing properties, with one large lot available at the southern portion, approximately 177 feet in width.[21] In addition to these formally platted areas, several houses were constructed in the 1930s, filling in lots which had been previously platted in the 1910s or 1920s but had never been built upon.

This trend of infilling previously platted areas continued into the late 1940s to early 1950s when additional post-World War II houses were built as replacements for earlier houses or on undeveloped lots. This was in keeping with a pattern in other areas of Hendersonville to supply much needed housing for the post-World War II growing population. The Alton Keith Subdivision (1953) was the only formally platted subdivision of land during this time period, and it was a re-platting of an earlier subdivision (see Exhibit A). It also appears from existing records that several areas in the West Side neighborhood were never formally platted into subdivisions. It is likely that individual property owners sold off portions of their land, some within the period of significance and some in more recent times, within which infill structures were built from the 1950s through the present day.

[20]C. F. Bland Plat Book B, page 7A; P. L. Wright Plat Book B, page 12A; Oak Hill Court Plat Book B, page 38; Cole and White Plat Book B, page 36; Seignious Estate from survey files; Barranger Plat Book B, page 127.

[21]Maxwell Plat Book B, page 231; Quilhot Plat Book B, page 231A.

The West Side Historic District contains within its boundaries many examples of grand houses along with a large concentration of more modest bungalows. Some of the earlier houses on large lots included large family landholdings and were pre-existing to the subdivision development of the neighborhood. The grand summer homes built by the coastal South Carolinians were not indicative of the local economy, but of the wealth of the lowland areas coming to the mountains. By the twentieth century the few residents who could afford to hire an architect, in most cases Erle Stillwell, built many grander, period revival style homes on larger lots. The concentration of the smaller bungalows on more modest sized lots is indicative of the fact that much0 of the West Side neighborhood provided housing for the working class. The developers of the neighborhood were not platting large lots for resale. They were catering to the up and coming working class, who, during Hendersonville's boom time, could afford new homes, even if they were smaller in size.

Residents in the neighborhood during its period of significance from the 1860s to the early 1950s included many individuals who worked for the local mills and industries in town, including Grey Hosiery Mill, Ecusta Paper Corporation, Chipman-LaCrosse, Balfour Quarry, Duke Power Company, Southern Railway, and Wing Paper Box Company. Other residents owned or were employed at small businesses in town such as Crystal Barber Shop, Central News Stand, The Leader department store, the Fashion Shop, F. W. Woolworth Company, King's Hardware, Kalin's Boston Store, Kanter's, Inc., Byers Brothers, Houston Furniture Company, and Burckmeyer Grocery. In the late 1930s to early 1940s, many individuals worked for oil or automobile-related businesses such as The Texas Company, Motor Service and Sales, Standard Oil Company, Gulf Oil, and Shipman Motor Company. In the early to mid-1940s, there were traveling salesmen living in the neighborhood, and widows either renting rooms to boarders or renting houses to live in. Many residences were home to local church ministers. Some houses were home to summer residents, and others were rented to "tourists", or boarders, in the 1930s and 1940s. Although much of the West Side neighborhood appears to have been home to working class residents, there were also professionals living in the area, including dentists, physicians, pharmacists, lawyers, teachers and administrators, and real estate developers. Sylvester Maxwell, one of the many developers who laid out subdivisions in the neighborhood, lived on Fourth Avenue West. Richard C. Clarke, president of Bank & Trust Company and Hendersonville Abstract & Title Company, was another developer and resident in the neighborhood. Mill owners James Grey, Jr., and Charles Grey of Grey Hosiery Mills, also lived in the neighborhood. Ralph W. Jones was principal at Etowah School.

ARCHITECTURE CONTEXT

There are several examples of houses in the West Side Historic District that pre-date the early twentieth century primary development period of the neighborhood and are examples of mid to

late nineteenth century architectural styles popular locally. Others were influenced by the influx of summer residents at the time. The West Side neighborhood contains an example of a mid-nineteenth century double-pile, classically-inspired house (the **Columbus Mills Pace House**, #118), an I-house (the **Mary Penland House**, #120), and several Queen Anne dwellings (the **Wiltshire Griffith House**, #87; **Baker House**, #179, **Junius Anders House**, #198; **Lyda House**, #205; and **Claude M. Pace House**, #242). The Charleston-influenced houses brought to the neighborhood architectural features popular in the coastal areas. All of these homes are set on large lots, many of them up on the hillsides. The **Baker House** (#179) is an example of a Queen Anne/Classical Revival style house with a steeply pitched roofline; the **Mauney-Blythe House** (#176) typifies the use of the double tier porch so common to the Charleston area; the **Scheper House** (#188) utilizes the grand scale of the Neoclassical Revival; the **Roberts House** (#137), a grand Colonial Revival style, creates an imposing presence on Fifth Avenue West; and the **Curtis-Burckmeyer House** (#172), a Classical Revival style house, utilizes the two-tier porches common to low country houses.

Due to its greater number of late nineteenth century buildings than the Druid Hills or Hyman Heights neighborhoods located to the north, the West Side neighborhood is similar in some ways in appearance to the smaller neighborhood to the south, originally a portion of Lenox Park, with Rose and Dale streets as its main intersection. The Rose and Dale neighborhood includes many late nineteenth century homes mixed with later bungalows and modern houses.

The twentieth century bungalow, Colonial Revival, Tudor Revival, Four Square, Neoclassical Revival and Minimal Traditional style houses in the West Side neighborhood were similar in appearance to other neighborhoods in Hendersonville developing in the first three decades of the twentieth century. Both the Hyman Heights/Mount Royal and Druid Hills Historic Districts contain examples of similar styles of architecture, including, like in West Side, a concentration of bungalows. Bungalows in the West Side Historic District range from the modest to the more Craftsman-influenced houses such as the **Abram Kantrowitz House** (#163) and **Dr. J. L. Egerton House** (#171). There is a distinctive concentration of late 1930s to early 1950s buildings in Hyman Heights, in contrast to the more scattered later infill housing which took place in West Side. Some of these later buildings in West Side are residences, some are apartments, and some are churches. These later buildings were constructed throughout the neighborhood, primarily on lots where older houses had been torn down, or on vacant lots which were never developed during the main building boom of the neighborhood. Some continued to use the widely popular bungalow style into the 1930s, but several were built in the Minimal Traditional style, a clearly transitional style between the bungalow and the later Ranch style. Minimal Traditional houses in the West Side neighborhood utilized many of the common elements of this style, including being one-story, gable roofs, and siding materials such as German siding, stone veneer or masonite boards.

BIBLIOGRAPHY

Architectural drawing collection of Erle Stillwell. Located at Harley-Ellis Architects, Asheville, North Carolina. Not accessible to the public.

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Beaver, Virginia. Longtime resident of neighborhood. Written interview by Sybil A. Bowers, 18 November 2000.

Bowers, Sybil. "Historic and Architectural Properties in Hendersonville, North Carolina:
A Partial Inventory." National Register of Historic Places, Multiple Property Documentation Form, 1983.

Bowers, Sybil. "Druid Hills Historic District." National Register of Historic Places nomination, March 22, 2000.

Bowers, Sybil. "Hyman Heights/Mount Royal Historic District." National Register of Historic Places nomination, August 9, 2000.

Henderson County Deed Records.

Henderson County Plat Books.

Hendersonville City Directories 1926 to 1952.

Hendersonville Multiple Property Nom Form

Sanborn Fire Insurance Company Maps 1912, 1922, 1926, and 1954.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

Additional UTMs

5. 17 365800 3908960
6. 17 366350 3909220

Boundary Description

The boundaries for this nomination are indicated on the accompanying tax/historic district map at a scale of 1" = 200'.

Boundary Justification

Boundaries encompass original plats dating from 1906 to 1953 as indicated in Exhibit A, along with additional large landholdings of individual property owners which were sold to develop other parts of the neighborhood. The boundaries are drawn to include the greatest concentration of contributing late-nineteenth and early-to-mid-twentieth century resources which fall within and contiguous to these platted areas. These boundaries are representative of the trends of development in the neighborhood, roughly from the 1860s through the late 1920s and again from the late 1940s to 1951.

United States Department of the Interior
National Park Service

National Register of Historic Places Continuation Sheet

WEST SIDE HISTORIC DISTRICT PHOTOGRAPHS
The following information applies to all of the photographs, except where noted.

Name of property:	West Side Historic District Hendersonville Henderson County North Carolina
Photographer:	Sybil Argintar Bowers
Date of photos:	August 2000
Location of original negatives:	Division of Archives and History One Village Lane Asheville, North Carolina 28803

1. Abram Kantrowitz House, 913 Fourth Avenue West and Lila J. Wooley House, 909 Fourth Avenue West, view north
2. N. Whitted Street, view northeast
3. Buncombe Street, view southwest
4. Florida Avenue, view northwest
5. Fifth Avenue West, view southwest
   R. Mattson, August 1996 (field checked August 2000)
6. Fifth Avenue West, view northwest
   R. Mattson, October 1996 (field checked August 2000)
7. Third Avenue West, view northeast
8. Third Avenue West, view southwest
9. Fifth Avenue West, typical stone retaining wall, view northeast
10. House, 310 Valley Street, non-contributing property, view northeast
11. Hedge-Burrowes House, 525 Ehringhaus Street, view northwest
12. Julia Ray House, 322 Oak Street, non-contributing property, view southeast

13. Columbus Mills Pace House, 813 Fifth Avenue West, view northeast
Michael Ann Williams, August 1980 (field checked August 2000)

14. Columbus Mills Pace House, 813 Fifth Avenue West, well house, view southwest
Michael Ann Williams, August 1980 (field checked August 2000)

15. Charles A. Hobbs House, 1230 Fifth Avenue West, view south

16. Roberts House, 908 Fifth Avenue West, view southwest
R. Mattson, October 1996 (field checked August 2000)

17. James Grey, Jr. House, 919 Fourth Avenue West, outbuilding, view southeast
Mattson & Alexander, October 1996 (field checked August 2000)

18. Dr. J. L. Egerton House, 807 Fourth Avenue West, view northwest
Mattson & Alexander, October 1996 (field checked August 2000)

19. William M. Sherard House, 1110 Fourth Avenue West, view southeast
R. Mattson, October 1996 (field checked August 2000)

20. Lula J. Loflin House, 520 Third Avenue West, non-contributing property, view southwest

TAX AND SKETCH MAP
--- Boundary
1,2,... Inventory #
Photo and Direction of View
Contributing
Non-contributing
Vacant lot
SCALE: 1" = 200'
WEST SIDE HISTORIC DISTRICT
Hendersonville, Henderson County
SIXTH AVE
CURRY LN
PINECREST DR
HOLMES AVE
VALLEY ST
BLYTHE ST
GLENBROOK CT
GLENBROOK DR
IOWA ST
HUGER ST
WETMUR ST
OAK HILL COURT
PATTERSON ST.
FIFTH AVE
EHRINGHAUS ST.
WHITTED ST
OAK ST
FLEMING ST.
BUNCOMBE ST.
5th AVE. WEST
4th AVE. W.
4th AVE. WEST
3rd AVE. WEST
3rd AVE W
2nd AVE. WEST
FIRST AVE. WEST
1st AVE. WEST
ALLEY
GENEVA ST.
JONES ST.
JUSTICE ST.
ALLEN CLAIR ST
RHODES ST.
WASHINGTON ST.
ALLEN ST.
AZALEA RD
AZELEA DR.
LILY POND DR.
BARNWELL ST.
PALATKA
RR R/W
CAMERON
WELLS S
AVENUE

CITY OF HENDERSONVILLE

STAFF REPORT

LANDMARK NOMINATION

McKeithan-Rogers House (Roberts House) (908 5th Avenue W)

This two-story Colonial Revival home, constructed in 1909 for South Carolina State Senator D.T. McKeithan as a summer residence, is an excellent example of the style at the height of its popularity. The house retains many original architectural features, including German siding, one-over-one windows, and its original entry door with transom, while tasteful alterations—such as replacing paired porch columns with singles—remain compatible with the structure's historic character. Its prominent location along 5th Avenue reflects Hendersonville's early 20th-century development and the broader trend of southern visitors seeking refuge in North Carolina's mountain communities.

Criteria for Landmarking:

The Historic Preservation Commission Landmark Program seeks to honor properties with historic significance in the City of Hendersonville. Identifying these properties and ensuring that they meet at least one criteria below is an important way to showcase the historic significance of the subject property.

A. Associated with events that have made a significant contribution to the broad patterns of our history; or
    a. The McKeithan-Rogers House is associated with the early 20th-century trend of wealthy individuals constructing summer residences in Hendersonville. Many of these homes were built along 5th Avenue and expanded westward into Laurel Park.
B. That are associated with the lives of persons significant in our past; or

a. The McKeithan-Rogers House is associated with prominent mill owner Charles E. Rogers, proprietor of the Rogers Hosiery Mill. While Hendersonville was not as heavily industrialized as some neighboring communities, textile mills played a vital role in the local economy throughout the 20th century, and Rogers was a notable contributor to that economic landscape.

C. That embody the distinctive characteristic of a type, period, or method of construction, or that represent the works of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
   a. The McKeithan-Rogers House is an excellent example of the Colonial Revival style, which was highly popular in the early 20th century as a means of celebrating and referencing America's architectural past. Although the house has undergone minor alterations, it retains the majority of its original architectural detailing and historic character.

D. That have yielded, or may be likely to yield, information important in prehistory or history; or
   a. Not Applicable

E. Has significance to a particular community or communities in the City of Hendersonville.
   a. Not Applicable

HPC Decision:

At its November 19th, 2025, meeting, the HPC voted 8-0 to recommend for approval the landmark designation of the McKeithan-Rogers House.

Conditions:

- Request that staff see if the applicant is willing to designate the servant stairs in addition to the main stairs.

APPLICATION FOR LOCAL HISTORIC LANDMARK DESIGNATION

100 N. King Street ~ Hendersonville, NC ~ 28792
Phone (828)697-3010 ~ Fax (828) 697-6185
www.hendersonvillenc.gov

HENDERSONVILLE HISTORIC PRESERVATION COMMISSION

The following are required to constitute a complete application:
~ This form including the property owner's signature.
~ A designation report with information required by City Code 28-77(c).

Date 1/22/25

Property Common Name Elizabeth Leigh Inn

Other Name(s) D.T. McKeithan House

Address of Property 408 5th Avenue West Hendersonville, NC 28739

PIN

Ownership: ☐ Public ☑ Private

Property Owner: Name Cindy & Mike Baer

Mailing Address same

Phone 828-808-5305

E-mail elizabethleighinn@gmail.com

Category: ☑ Building ☐ Other structure ☐ Object/Artistic feature ☐ Site ☐ District

Brief description of property including historic use, current use, and features to be including in designation.

This Colonial Revival home was built as a private residence in 1907 by D.T. McKeithan, a Congressman of South Carolina. It remained a private residence primarily until 1928 when it became known as The Fifth Avenue Guest House. In 2000 the home was restored and became Elizabeth Leigh Inn.

Signature of the property owner(s) acknowledges that if City Council adopts an ordinance designating the property a local historic landmark the property will be bound by the requirements of City Code Chp. 28 and any other applicable regulations, including the requirement to obtain a Certificates of Appropriateness permit prior to any changes to the landmark.

Owner's Signature Cindy Baer

Owner's Signature

Printed Name Cindy Baer

Printed Name Michael Baer

Official Use:
DATE RECEIVED: _____ BY _____

After recording return to: City of Hendersonville Box

Ordinance # ___ - _____

AN ORDINANCE DESIGNATING PROPERTY KNOWN AS THE MCKEITHAN-ROGERS HOUSE (PIN 9568-47-3913) AS A LOCAL HISTORIC LANDMARK

Re: Local Historic Landmark Designation
Property Owners: Elizabeth Leigh Inn, LLC
File No: 25-05-LL

WHEREAS, pursuant to N.C. General Statutes Sections. 160D-942 and Chapter 28 of the Code of Ordinances of the City of Hendersonville, the City has the authority for designation of a local historic landmark; and

WHEREAS, Henderson County Tax Records for Parcels # 9568-47-3913, located at 908 5TH Avenue W, and known as the McKeithan-Rogers House, lists Elizabeth Leigh Inn, LLC, a North Carolina limited liability company, as the property owners; and

WHEREAS, The property owners have caused to be made an investigation and report on the historic, architectural, and cultural significance of the buildings and property proposed for designation located at 908 5th Avenue W; and

WHEREAS, the North Carolina Department of Cultural Resources has reviewed and commented on the proposed designation; and

WHEREAS, a public hearing on the designation of the McKeithan-Rogers House as a local historic landmark was held by the Hendersonville Historic Preservation Commission on November 19th, 2025 and the following findings were made:

a. The home was constructed in 1909.
b. The McKeithan-Rogers House is a contributing structure in the West Side National Register of Historic Places historic district.
c. The McKeithan-Rogers House is an excellent example of Colonial Revival architecture.

WHEREAS, a public hearing on the designation of the McKeithan-Rogers House as a local historic landmark was held by the City of Hendersonville City Council on December 4th, 2025 and approved an ordinance designating the .74 Acre site of the McKeithan-Rogers House as a Local Landmark.

WHEREAS, the Hendersonville City Council has taken into full consideration all statements and information presented at its public hearing on December 4th, 2025, and considered the recommendation of the Hendersonville Historic Preservation Commission after its public hearing held on November 19th, 2025, on the question of designating the property known as the McKeithan-Rogers House (PIN 9568-47-3913) as a local historic landmark.

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

Section 1. The findings set out above are hereby amending the adoption, and all of the property known as the McKeithan-Rogers House and located at and adjacent to 908 5th Avenue W, and further described in Exhibit A, attached hereto and incorporated herein by this reference, is hereby designated as a local historic landmark pursuant to Part 942 Chapter 160D of the North Carolina General Statutes and Section 28 of the Code of Ordinances of the City of Hendersonville, and is subject to the conditions and restrictions set forth therein and below:

a. The main structure and associated outbuilding, and all of the historic acreage currently associated with the parcel (.74 acres), shall not be demolished, materially altered, restored, or removed, nor any new structure built upon the lot without a Certificate of Appropriateness issued by the Hendersonville Historic Preservation Commission.

b. The Certificate of Appropriateness shall reference the Historic Preservation Commission Residential Design Standards.

c. Any application for demolition of the home or the outbuilding shall require the waiting period set forth in Part 942 of Chapter 160D of the North Carolina General Statutes.

Section 2. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 3. All ordinances and clauses of ordinances in conflict herewith be and are hereby repealed, to the extent of such conflict.

Section 4. This ordinance shall be in full force and effect on the date of adoption.

Section 5. Violation of this ordinance shall be subject to the remedies set forth in Section 1-6 of the City Code, in addition to other remedies provided by law.

Adopted by the City Council at a meeting held on the 4th day of December, 2025.

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

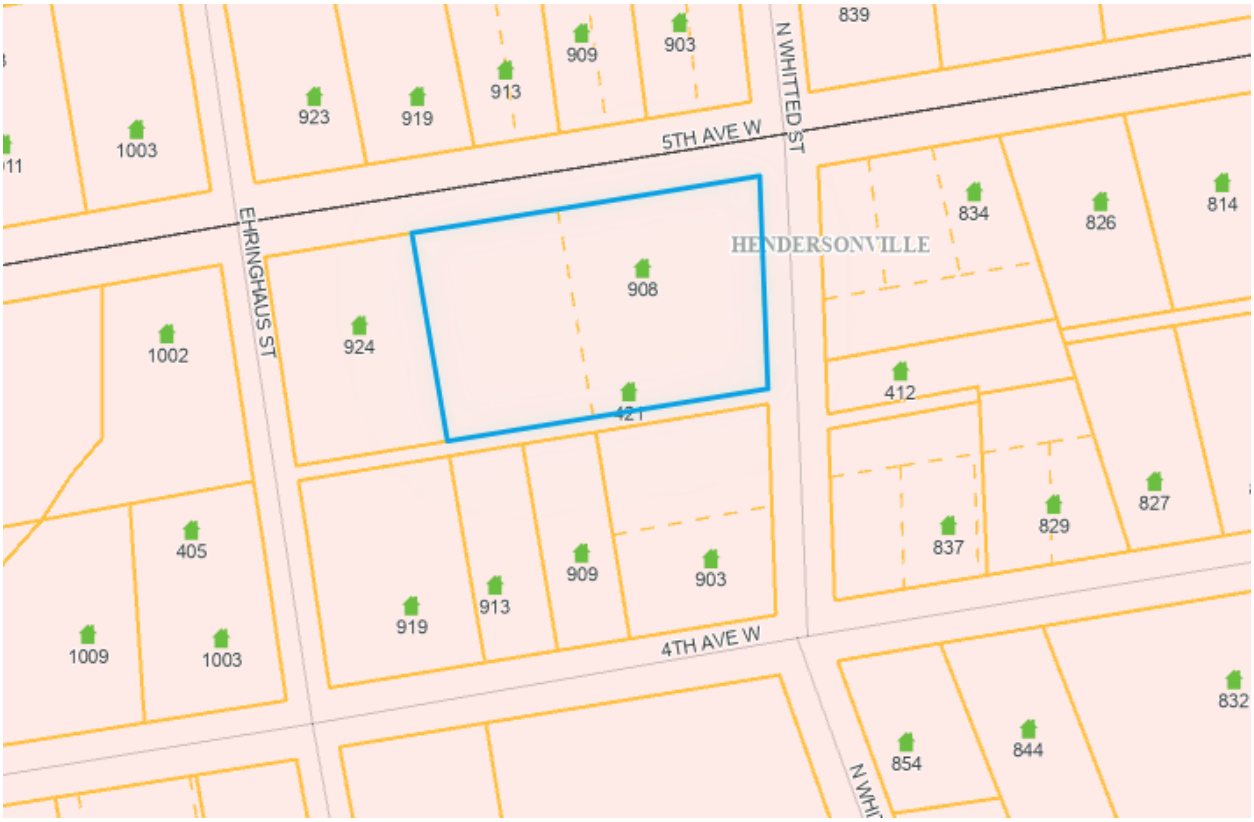
Witness my hand and notarial seal, this _____ day of _____, 20_____.

My commission expires:

_____

Exhibit A

SUBJECT PROPERTY – LOCAL LANDMARK DESIGNATION



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 12/4/2025

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Request by City Manager to Convert Diversity and Inclusion Committee to Citizens Advisory Committee – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that the City Council direct staff to begin the development of a Citizen Advisory Committee.

SUMMARY:

The Diversity and Inclusion Committee has not met over the last twelve months. Staff have been exploring opportunities to modify the role of this committee and honor the original goal of the committee, which was open and transparent government for all citizens. Staff is proposing that the Diversity and Inclusion Committee be converted into a Citizens Advisory Committee that assists the City Council with customer service initiatives, public engagement, citizen complaint resolution and process improvements. If City Council agrees to this proposal, staff will begin development of a new charter and bylaws for the Citizens Advisory Committee.

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

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Michael Huffman **MEETING DATE:** 12/04/25

AGENDA SECTION: Presentations **DEPARTMENT:** Stormwater

TITLE OF ITEM, Presenter Name, Title: Comprehensive Stormwater Master Plan Update – *Michael Huffman, Stormwater Director*

SUGGESTED MOTION(S): N/A.

SUMMARY:

Stormwater Director will provide an update on the Comprehensive Stormwater Master Plan projects and funding strategies

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

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

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle **MEETING DATE:** 12/04/2025

AGENDA SECTION: New Business **DEPARTMENT:** Administration

TITLE OF ITEM: Helene Recovery Update – *Brian Pahle, Deputy City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

An agenda item to update the City Council on Helene recovery items.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

N/A

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle **MEETING DATE:** 12/04/2025

AGENDA SECTION: New Business **DEPARTMENT:** Administration

TITLE OF ITEM: Dogwood Hotel RFP – *Brian Pahle, Deputy City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

An agenda item to update the City Council on a proposed RFP release for a public private partnership to pursue a hotel on the Dogwood Parking Lot site.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

N/A

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle **MEETING DATE:** 12/04/2025

AGENDA SECTION: New Business **DEPARTMENT:** Administration

TITLE OF ITEM: FY27-FY29 Strategic Plan Update – *Brian Pahle, Deputy City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

An agenda item to update the City Council on the current strategic plan update process.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

N/A

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jill Murray, City Clerk **MEETING DATE:** 12/04/2025

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Consideration of 2026 Annual Schedule of Meetings for City Council

SUGGESTED MOTION(S):

I move that the City Council approve the 2026 Meeting Schedule as presented (or as amended).

SUMMARY:

We are asking City Council to approve their 2026 Annual Schedule of Meetings. We ask that you please review it and let us know if changes are needed.

BUDGET IMPACT: $ N/A

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

If no, describe how it will be funded. NA

ATTACHMENTS: Calendar

NOTICE

City of Hendersonville City Council
Operations Center Assembly Room | 305 Williams St., Hendersonville, NC 28792

NOTICE OF CITY COUNCIL REGULAR MEETINGS 2026

The Regular Meetings of the City of Hendersonville City Council will be held on the **first Thursday** of each month beginning at **5:45 p.m.** in the Operations Center Assembly Room located at 305 Williams Street, Hendersonville, NC.

January 7, 2026 (Wed)
February 5, 2026
March 5, 2026
April 2, 2026 **(Closed 4/3 Easter)**
May 13, 2026 (Wed) **(NCLM City Vision)**
June 4, 2026
July 2, 2026 **(Closed 7/3 4th of July)**
August 6, 2026
September 3, 2026
October 1, 2026
November 5, 2026
December 3, 2026

****Council/Staff Retreat – February 26-27, 2026 – Location TBD**
****City Council Budget Workshop – May 1, 2026**

The Second Monthly Meetings will be held on the **fourth Wednesday** of each month beginning at **4:00 p.m**. in the Operations Center Assembly Room located at 305 Williams Street, Hendersonville, NC.

~~**January 28, 2026**~~ **Canceled**
February 25, 2026
March 25, 2026
April 22, 2026
May 27, 2026
June 24, 2026
July 22, 2026
August 26, 2026
September 23, 2026
October 28, 2026
~~**November 25, 2026**~~ **Canceled**
~~**December 23, 2026**~~ **Canceled**

Jill Murray
City Clerk

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

Posted 12/05/2025 *Published in Times-News 12/15/2025*
https://www.hendersonvillenc.gov

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jill Murray, City Clerk **MEETING DATE:** 12/04/2025

AGENDA SECTION: BOARDS/COMMITTEES **DEPARTMENT:** Administration

TITLE OF ITEM: Consideration of Vacancy Appointments to the: Environmental Sustainability Board; Historic Preservation Committee, Planning Board and Tree Board

SUGGESTED MOTION(S):

See motion sheet.

SUMMARY:

Council will need to make appointments to the following boards/committees: Environmental Sustainability Board; Historic Preservation Committee, Planning Board and Tree Board

BUDGET IMPACT: N/A

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

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

ATTACHMENTS:

Applications

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Blake Fulgham, Management Analyst II

MEETING DATE: 12/04/2025

AGENDA SECTION: BOARDS/COMMISSIONS/ COMMITTEE APPOINTMENTS

DEPARTMENT: Public Services

TITLE OF ITEM: Bicycle Plan Steering Committee Approval -*Blake Fulgham, Management Analyst II*

SUGGESTED MOTION(S):

I move City Council approve city staff's plan to pursue and create a Bicycle Steering Committee.

SUMMARY:

NCDOT's consultant, John R McAdams Company Inc., has begun the grant funded Bicycle Plan. An integral part of the plan development is having a steering committee consisting of area stakeholders to review plan drafts, provide feedback, and help deliver the final product. The consultant and staff have used NCDOT's guidance, which has been provided, to put together a list of people that would be interested in serving as steering committee members. Staff is requesting City Council's feedback on the list of potential members of the Bicycle Steering Committee and ultimately to appoint the members to the committee.

Moving forward, city staff will be engaging potential members of the Bicycle Steering Committee, requesting input & feedback, and plans to present a list for a Bicycle Steering Committee at the January City Council Meeting.

BUDGET IMPACT: N/A

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

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

ATTACHMENTS:

NCDOT Steering Committee guidance, proposed membership

Potential Members of a Bicycle and/or Pedestrian Plan Steering Committee

General categories for representation:

o Relevant Planning staff

o Police representative

o Public Works Director

o Town board member

o Medical facility or health representative, especially one who is involved with active living / public health / physical activity

o Elderly person possibly from retirement center/community (typically more for pedestrian plans)

o Chamber or downtown business or major employer

o School system representative (teacher, principal, administrator involved with school travel)

o Major community representative (someone who can speak for a large sector of the community)

o YMCA and other community physical activity-centered organizations

o One or two long-time (well known) town residents that can potentially represent the mixed demographic of the local community

o A knowledgeable bicycle or pedestrian advocate (depending upon which type of plan you are creating): someone who is already a strong active voice for bicycle or pedestrian needs.

o Local Businesses

o NCDOT Division Planning Engineer

o NCDOT Corridor Development Engineer

o Parent County personnel

o MPO/RPO representative

o Any other special populations

Some Other Considerations

o Garden Clubs

o Faith-based organizations and churches

o Persons with disabilities

o Historical Societies

o Homeowners Associations

o Chambers of Commerce

o Farming Organizations

o Local PTA’s, YMCAs

o Utility Companies

FISCAL YEAR 2025 - 2026 (FY26)
BUDGET AMENDMENTS AND ADJUSTMENTS

Completed	Corrected
Proposed	Denied

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER
060-1014-519104	Prof Servives- ENG	53,000	-	1,000	52,000	WS Missed Payment	yes	adjustment	10/28/2025
060-7002-519104	Prof Servives- ENG	20,000	1,000	-	21,000	WS Missed Payment	yes	adjustment	10/28/2025
010-1525-531225	Training	8,000		1,250	6,750	New Mower Lease	yes	Adjustment	11/17/2025
010-1525-534000	Non-Capita Equipment	14,716	1,250	-	15,966	New Mower Lease	yes	Adjustment	11/17/2025
020-1525-521001	Supplies and Materials	25,000		25,000	-	Moving 1525 budget to 2102	yes	Adjustment	11/17/2025
020-2102-521001	Supplies and Materials	6,000	25,000	-	31,000	Moving 1525 budget to 2102	yes	Adjustment	11/17/2025

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 12/04/2025

AGENDA SECTION: City Manager Report **DEPARTMENT:** Administration

TITLE OF ITEM: November 2025 Contingency and Adjustment Report – *John Connet, City Manager*

SUGGESTED MOTION(S):

N/A – Presentation Only.

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

NCGS 159-15 permits the Budget Officer (City Manager), to transfer budget from one appropriation to another within the same fund, provided any such transfers are reported to the Governing Board. The City of Hendersonville refers to transfers of budget from one appropriation to another within the same fund as a "budget adjustment". City Council authorizes budget adjustments each year with the adoption of the annual budget ordinance (SECTION 4).

This agenda item serves to fulfill the reporting requirements of both NCGS 159-13(b) and 159-15 by providing City Council a summary of all amendments and adjustments occurring thus far in the fiscal year.

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:
Contingency and Adjustment Report

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 12/04/2025

AGENDA SECTION: CLOSED SESSION **DEPARTMENT:** Administration

TITLE OF ITEM: Closed Session – *John Connet, City Manager and Angie Beeker, City Attorney*

SUGGESTED MOTION(S):

I move that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) (3) 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 retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to consider the case of Public Service Company of North Carolina d/b/a Enbridge Gas vs. Moore & Son Site Contractors Inc……City of Hendersonville Et Al - 25-CV002532-440 and the case of Peter Freer v. City of Hendersonville - 24CVS001022-440 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 retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body 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