CITY OF HENDERSONVILLE
CITY COUNCIL REGULAR MEETING
Operations Center Assembly Room | 305 Williams St. | Hendersonville, NC 28792
Thursday, September 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*

      August 7, 2025 Regular Meeting

      August 27, 2025 Second Monthly Meeting

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

   C. Approval of $35,000 Arbor Day Foundation Grant – *Caitlyn Gendusa, Public Works Superintendent*

   D. State Reserve Grant Funding Offer Acceptance to Support the Sewer Collection System AIA Master Plan Update Project – *Devin Owen, Utilities Engineer*

   E. Engineering Services to Support the Sewer Collection System AIA Master Plan Update Project – *Devin Owen, Utilities Engineer*

   F. French Broad River Intake Project Change Order 6, 7, 8 Summary – *Brent Detwiler, Assistant City Manager - Public Services*

   G. September Project Ordinances and Reimbursement Resolutions– *Jennifer Floyd, Management Analyst*

   H. Water & Sewer FY26 CIP Amendment – *Brent Detwiler, Assistant City Manager - Public Services*

   I. September 2025 Budget Amendments – *Jennifer Floyd, Management Analyst*

   J. Supplemental Agreement with NCDOT for the Construction of the Tracey Grove Road Bridge, TIP #: B-5929 – *Tom Wooten, Public Works Director*

K. Resolution Approving First Amended and Restated Interlocal Agreement to Merge the Hendersonville and Laurel Park ABC Systems – *Chuck McGrady and Jeff Nance, Blue Ridge ABC Board*

6. PRESENTATIONS

A. Half Moon Heights Development Construction Runoff Update – *Brent Detwiler, Assistant City Manager - Public Services*

7. PUBLIC HEARINGS

A. Zoning Text Amendment: 3+4-Family Compliance + FIL Update (25-41-ZTA) – *Matthew Manley, AICP – Long-Range Planning Manager*

B. Annexation: Public Hearing- 412 McMurray Road (Gergi Logistics LLC) (25-42-ANX)– *Tyler Morrow, Current Planning Manager*

C. Annexation: Public Hearing- Mabry Woods (Holbert & Ponder) (25-46-ANX) – *Tyler Morrow, Current Planning Manager*

8. NEW BUSINESS

A. Only Hope WNC Special Appropriations Revocation – *John Connet, City Manager*

B. Approval of SB 69 Implementation Schedule – *John Connet, City Manager*

C. Approval of Grey Mill Promissory Note Termination – *John Connet, City Manager*

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

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

10. CITY COUNCIL COMMENTS

11. 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

August 7, 2025

REGULAR MEETING OF THE CITY COUNCIL

CITY HALL-2ND FLOOR MEETING ROOM | 160 6TH AVE. E. | 5:45 p.m.

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

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

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

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

In Person:
Mr. R. Butrovich of 35 Tisha Lane, Hendersonville spoke on plans for the Whitmire Building. He suggested fixing the old building and using the money to fix Patton Park. He also would like to see the city get a Senior Center.

Brett Werner of 706 Goldfinch Drive, Hendersonville spoke on public meetings and advocated for free parking in front of the courthouse during commissioner meetings and for any public event that includes civil participation. This will help to have a more involved community. Additionally, he noted that the Strategic Housing Plan Steering Committee has only met three of the eight times listed on their schedule and if lack of quorum is the problem, we should get new members. He also spoke on the Housing Authority - Robinson Terrace property that is just sitting in disarray. He urged City Council to get involved to make something happen and mentioned 7th Avenue area next to the Spinx property and how the proposal does not state whether improvements will be made on both sides of the street. If both sides are included, he urged Council to reallocate funds to enhance the current project or extending the project.

Via Zoom:
Lynne Williams spoke about farmers and protecting them from annexation and suggested meeting with farmers and going to Ag meetings and speaking with them at the Apple Festival to understand what they need.

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 Gina Baxter 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*
July 2, Regular Meeting
July 23, 2025 Second Monthly Meeting

B. Donation from Delia Jovel Dubon for Brooklyn Community Garden – *Caitlyn Gendusa, Public Works Superintendent-Sustainability*

C. Police Social Worker Job Description – *Jennifer Harrell, HR Director*

D. Small Business Grant Program (SmBiz) 7th Avenue E Sidewalk Restoration – *Blake Fulgham, Management Analyst II*

E. Small Business Infrastructure Grant Program for the Cane Creek Industrial Park Waterline Connection – *Blake Fulgham, Management Analyst II*

F. Special Event: HHS HOCO 5k/1 Mile Fun Run - *Jamie Carpenter, Downtown Manager*

G. August 2025 Budget Amendments - *Jennifer Floyd, Management Analyst*

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: August 7, 2025 **FORM: 08072025-01**

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470030	Insurance Proceeds	-	685	-	685
010-1300-524030	R&M Trucks	-	685	-	685
FUND 010	TOTAL REVENUES	-	685	-	685
	TOTAL EXPENDITURES	-	685	-	685
A budget amendment reflecting insurance proceeds for the repair of asset #14-145					

The City Manager and City Clerk certify budget ordinance amendment 08072025-01 was approved by City Council on August 7, 2025.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: August 7, 2025 **FORM: 08072025-02**

BUDGET AMENDMENT

FUND 064

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
064-0000-470030	Insurance Proceeds	-	19,079	-	19,079
064-7455-554001	Capital Outlay- Equipment Other Than	-	19,079	-	19,079
FUND 010	TOTAL REVENUES	-	19,079	-	19,079
	TOTAL EXPENDITURES	-	19,079	-	19,079
A budget amendment reflecting insurance proceeds for the repair of a parking kiosk at the Church Street paking garage exit.					

The City Manager and City Clerk certify budget ordinance amendment 08072025-02 was approved by City Council on August 7, 2025.

TO MAYOR & COUNCIL **FISCAL YEAR 2025**
APPROVAL: August 7, 2025 **FORM: 08072025-03**

BUDGET AMENDMENT

FUND 060 / 460

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-7032-555003	Capital Outlay- Plants, Pump Stations	204,560	-	42,400	162,160
060-0000-598901	Transfer Out (to 460 #25003)	825,657	42,400		868,057
FUND 060	TOTAL REVENUES	204,560	-	42,400	162,160
	TOTAL EXPENDITURES	825,657	42,400	-	868,057
460-0000-470010-25003	Debt Proceeds	500,000	-	-	500,000
460-0000-470100-25003	Transfer In (From 060)	-	42,400	-	42,400
460-1014-550103-25003	Capital Outlay - CIP	500,000	42,400	-	542,400
FUND 460	TOTAL REVENUES	500,000	42,400	-	542,400
	TOTAL EXPENDITURES	500,000	42,400	-	542,400
A budget amendment increasing the revenues in Project #25003 to cover the demolition costs of 110 Williams Street Property. Total Project Budget $542,400. For FY25					

The City Manager and City Clerk certify budget ordinance amendment 08072025-03 was approved by City Council on August 7, 2025.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: August 7, 2025 **FORM: 08072025-04**

BUDGET AMENDMENT

FUND 360

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
360 - Revenues	FEMA Grants/Reimb. (Helene)	5,000,000	5,000,000	-	10,000,000
360 - Expenditures	FEMA Grants/Reimb. Expenditures (Helene)	5,000,000	5,000,000	-	10,000,000
FUND 360	TOTAL REVENUES	5,000,000	5,000,000	-	10,000,000
FEMA	TOTAL EXPENDITURES	5,000,000	5,000,000	-	10,000,000
360 - Revenues	NCEM Loan (Helene)	1,172,004	-	-	1,172,004
360 - Expenditures	NCEM Loan Expenditures (Helene)	1,172,004	-	-	1,172,004
FUND 360	TOTAL REVENUES	1,172,004	-	-	1,172,004
NCEM/Insurance	TOTAL EXPENDITURES	1,172,004	-	-	1,172,004
An amendment increasing anticipated FEMA reimbursements for Hurricane Helene Response and Recovery projects. This amendment increases the total budget availability for Helene appropriations to $11,172,004.					

The City Manager and City Clerk certify budget ordinance amendment 08072025-04 was approved by City Council on August 7, 2025.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: August 7, 2025 **FORM: 08072025-05**

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470900	Fund Balance Appropriation	3,132,656	48,000	-	3,180,656
010-1010-531210	Permits Licenses, and Fees	177,600	48,000	-	225,600
FUND 010	TOTAL REVENUES	3,132,656	48,000	-	3,180,656
	TOTAL EXPENDITURES	177,600	48,000	-	225,600
A budget amendment to cover the cost of Dark Trace software.					

The City Manager and City Clerk certify budget ordinance amendment 08072025-05 was approved by City Council on August 7, 2025.

H. August 2025 Project Ordinances and Reimbursement Resolutions - *Jennifer Floyd, Management Analyst*

Ordinance #O-25-42

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WTP MILLS RIVER INTAKE SCOUR SYSTEM PROJECT, #xxxxx

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

Section 1: The project authorized is a City project described as the WTP Mills River Intake Scour System Project, #XXXX.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7035	550103	HH24-F03	Capital Outlay- CIP	$540,000
				Total Project Appropriation	**$540,000**

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	0000	470010	HH24-F03	Debt Issuance (2025 Revenue Bond)	($540,000)
				Total Project Appropriation	**($540,000)**

Section 4: The Finance Director is hereby directed to maintain within the Water and Sewer Fund and 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 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 capital 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 7th day August, 2025.

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

Resolution #R-25-73

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 MILLS RIVER INTAKE SCOUR SYSTEM PROJECT (#HH24-F03), ORDINANCE #O-25-42 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $540,000.

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 7th day of August, 2025.

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

I. Engineering Services to Support the WTF Sludge Transfer and Backwash Pump Upgrade Project - *Devin Owen, Utilities Engineer*

Resolution #R-25-74

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ENTER INTO A CONTRACT FOR ENGINEERING SERVICES TO SUPPORT THE WTF SLUDGE TRANSFER AND BACKWASH PUMP UPGRADE PROJECT

WHEREAS, the City owns and operates a water treatment facility (WTF) that has a current permitted capacity of 12.0 million gallons per day; and

WHEREAS, the WTF has a need for additional Sludge Transfer and Backwash Pumps as identified in the existing WTF Masterplan; and

WHEREAS, the project improves resiliency, reduces single points of failure, and provides redundancy; and

WHEREAS, City Staff have performed a qualifications-based selection, determined McKim & Creed, Inc. as most

qualified, and have received and negotiated a scope of work and fee from McKim & Creed, Inc. to provide Engineering Services to support the project.

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

1. McKim & Creed, Inc. is most qualified to provide professional engineering services for the project, as recommended by Staff.
2. The scope of professional engineering services from McKim & Creed, Inc. is approved in the not-to-exceed amount of $566,407.
3. The City Manager is authorized to execute an agreement with McKim & Creed, Inc. consistent with the terms of this Resolution, as approved by the City Attorney.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 7th day of August, 2025.

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

J. Annexation: Certificate of Sufficiency-Mabry Woods (Holbert & Ponder) (25-46-ANX) - *Tyler Morrow, Current Planning Manager*

Resolution #R-25-75

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

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

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

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Operations Center located at 305 William St. or at City Hall located 160 6th Ave E. Hendersonville NC, 28792 at 5:45 p.m. September 4th, 2025, or as soon thereafter as it may be heard.

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

Being all of that real property consisting of PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238 described in the plat recorded in Book 2025- _____[to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238 being described by metes and bounds as follows:

Being three existing tracts of land described in Deed Book 3270, Pages 287, 291, and 295, being PIN 9578-43-7077, PIN 9578-53-0013, and PIN 9578-43-9238, located on Brooklyn Avenue, S.R. 1775, in Hendersonville Township, Henderson County, North Carolina, surveyed by C. Neil Shepherd, PLS of Survey Pros PLLC, Project #22-163. A metes and bounds description taken from said survey is as follows:

BEGINNING on a 1/2 inch iron found at the northeast corner of BK 1540 PG 404, said iron having NC Grid coordinates of N=583,016.10' and E=974,552.98'; thence from the POINT OF BEGINNING, with the existing city limits of the City of Hendersonville, N 37° 23' 15" E for a distance of 640.64 feet to a 1/2 inch iron found with yellow cap; thence with the proposed city limit line the following eight courses: (1) S 35° 11' 06" E for a distance of 548.83 feet to a point in the center of Brooklyn Avenue; (2) thence with the center line of Brooklyn Avenue, S 57° 53' 13" W for a distance of 471.24 feet to a point; (3) thence continuing S 57° 32' 24" W a distance of 400.18 feet to an iron found under the asphalt; (4) thence with the eastern margin of the right-of-way of Old Spartanburg Road, SR 1722, N 37° 29' 08" W for a distance of 82.50 feet to a 1/2 inch rebar set; (5) thence leaving the road, N 41° 13' 06" E for a distance of 207.27 feet to a 1-1/2 inch iron pipe found; (6) thence N 37° 27' 56" W for a distance of 69.55 feet to a 1 inch iron pipe found; (7) thence N 41° 01' 23" E for a distance of 70.05 feet to a 3/8 inch iron pipe found; (8) thence N 37° 48' 07" W for a distance of 95.42 feet to the point of beginning, having an area of 6.94 acres, more or less.

Re: Petition for Contiguous Annexation
Petitioner: Wanda Ponder, Eugene Holbert, Edgar Holbert, and John Holbert
File No. 25-46-ANX

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 7th day of August, 2025.

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

K. Policy Regarding the Purchase of surplus Personal Propoerty by City Employees – *Tom Wooten, Public Works Director*

L. Approval of United Financial, a Division of HomeTrust Bank to Provide Installment Financing for Vehicles and Equipment in Fiscal Year 2026 – *Krystal Powell, Finance Director*

Resolution #R-25-76

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE FINANCING TERMS FOR THE PURCHASE OF VEHICLES AND EQUIPMENT

WHEREAS, The City of Hendersonville has previously determined to undertake a project for the financing of vehicles and equipment, and

WHEREAS, United Financial has provided a proposal with an acceptable interest rate and terms to meet the City's needs; and

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

1. The City of Hendersonville hereby determines to finance the purchase of vehicles and equipment through United Financial, in accordance with the proposal dated August 3, 2025. The amount financed shall not exceed $850,000 with an annual interest rate of 4.35% for a term of 4 years.

2. All financing contracts and all related documents for the closing of the financing shall be consistent with the foregoing terms. City staff are hereby authorized to and directed to execute and deliver any financing documents, and to take all such action as they may consider necessary to carry out the financing as contemplated by the proposal and this resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 7th day of August, 2025.

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

6. PRESENTATIONS

A. Support our Swimmers – *Stephen Bradshaw & Katie Breckheimer*

Steve Bradshaw, Coach of West Henderson Highschool and Katie Breckheimer, Chair of Support our Swimmers, took turns giving the following PowerPoint presentation supporting needing a year-round swimming pool in Henderson County.

A Swimming Facility was Assessed as a Top 5 Need in Henderson County Back in 2019
5 years later an aquatics facility has not been addressed.
With Patton Pool out of commission the need for a pool has certainly increased.

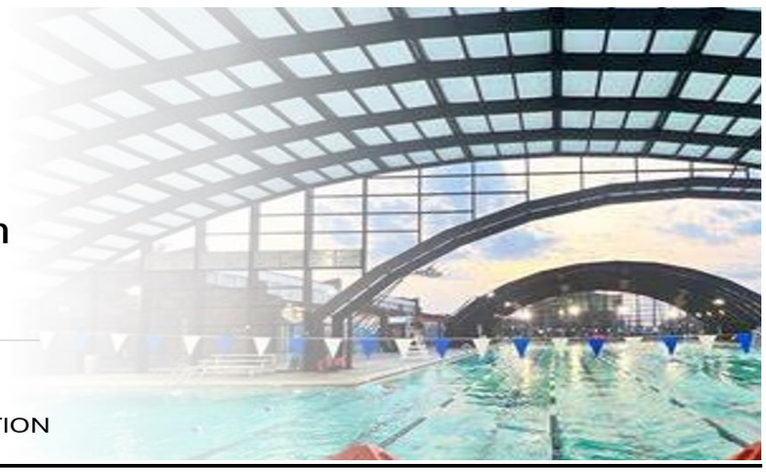
Growing Population and Needs
Our population of both retired and young families need swim lessons and excercise

Aquatics "Needs":
• Lap Swimming
• Competitive swimming at all age levels- school teams
• Masters Swimming
• Hosting swim meets
• Swim lessons for all ages
• Water aerobic classes
• Kayak safety training
• Scuba training
• Deep water rescue training
• Physical therapy
• Birthday and celebration parties
• Family fun

Aquatics Facility Could Include:

50 meter x 25 yard Competition Pool with a bulkhead and deep end for diving boards
2nd Recreation Pool – Warmer, Shallow, and Ramped entry
Deck Space with spectator stands & locker rooms/showers

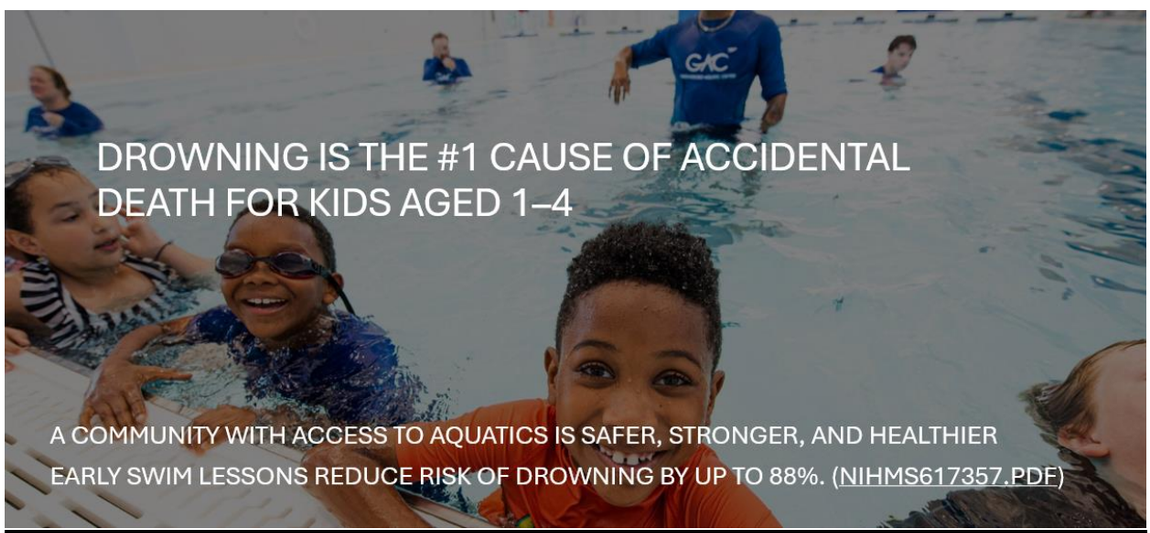
What was Patton Pool Lacking?



50+ YEARS OLD
DESTROYED BY HELENE
SUMMER ONLY
UNSUITABLE FOR COMPETITION

Indoor vs Outdoor

12 months instead of 3 = 4 x the accessibility
High School swimming season is November to February
Little kids can learn to swim in the warmth



DROWNING IS THE #1 CAUSE OF ACCIDENTAL DEATH FOR KIDS AGED 1–4

A COMMUNITY WITH ACCESS TO AQUATICS IS SAFER, STRONGER, AND HEALTHIER
EARLY SWIM LESSONS REDUCE RISK OF DROWNING BY UP TO 88%. (NIHMS617357.PDF)

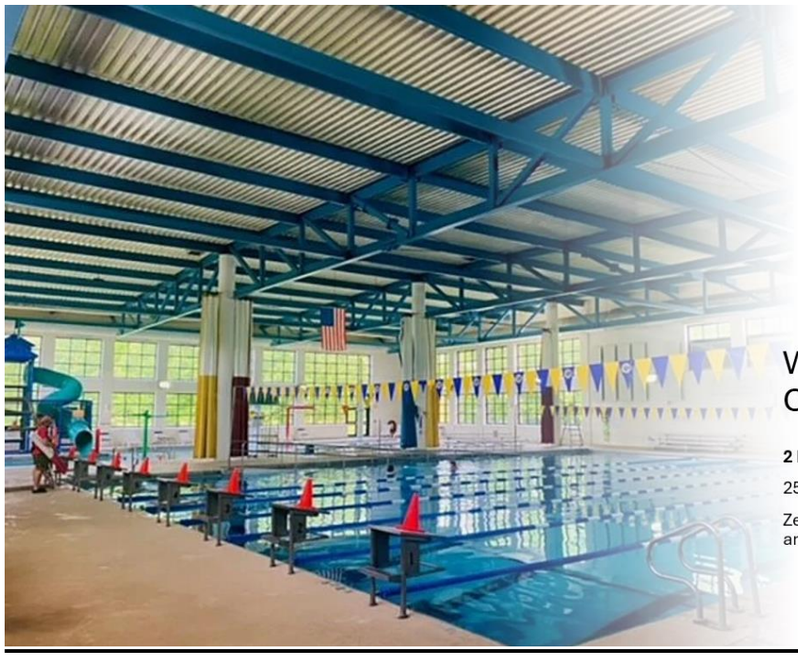
Our County's 2nd Grader "Safety Around Water" Program is a Great Introduction but …

Why not go further towards drown-proofing our kids

Public Access as well as Boys & Girls Club & Salvation Army Swim Lessons

Our county has only the YMCA & Lelia Patterson Center

Economically challenged kids will suffer increased risks to drowning compared to those that can afford memberships

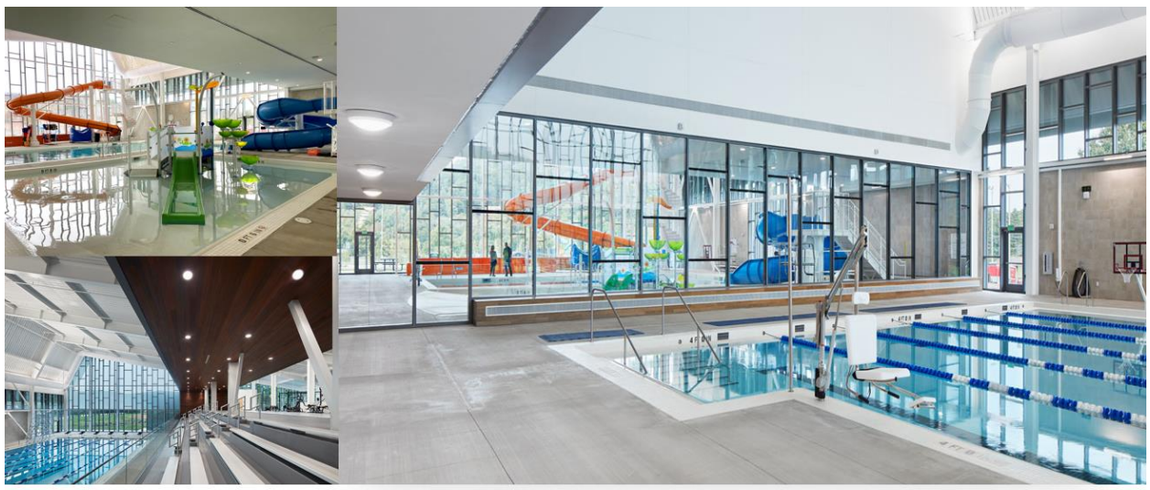


Waynesville Recreation Center

2 Pools

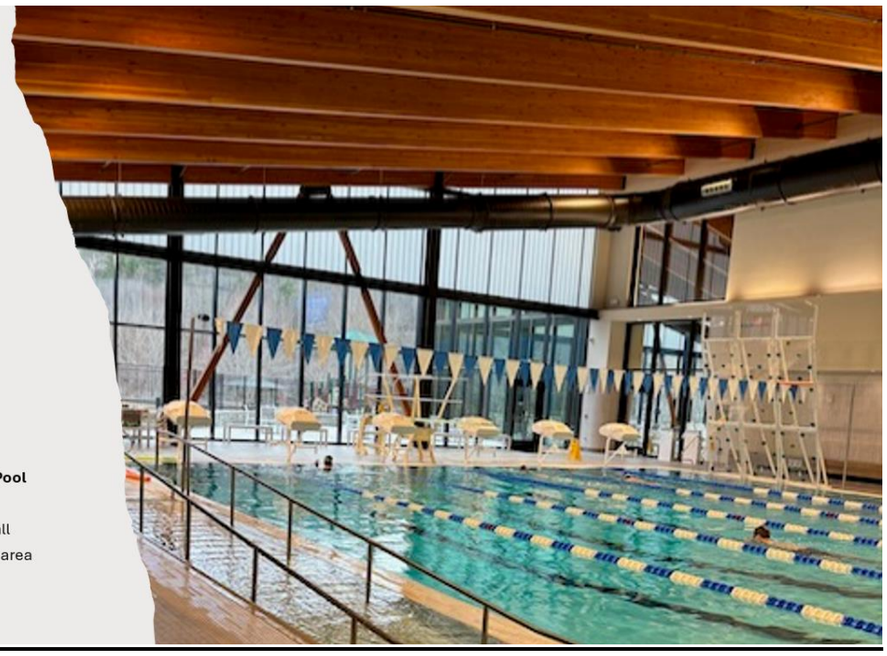
25 Yd for competition & lap swimming

Zero entry warmer pool with a water slide and other features for young kids



Watauga Recreation Center

2 Pools
25 yd for Competition
Warmer Rec Pool with slides



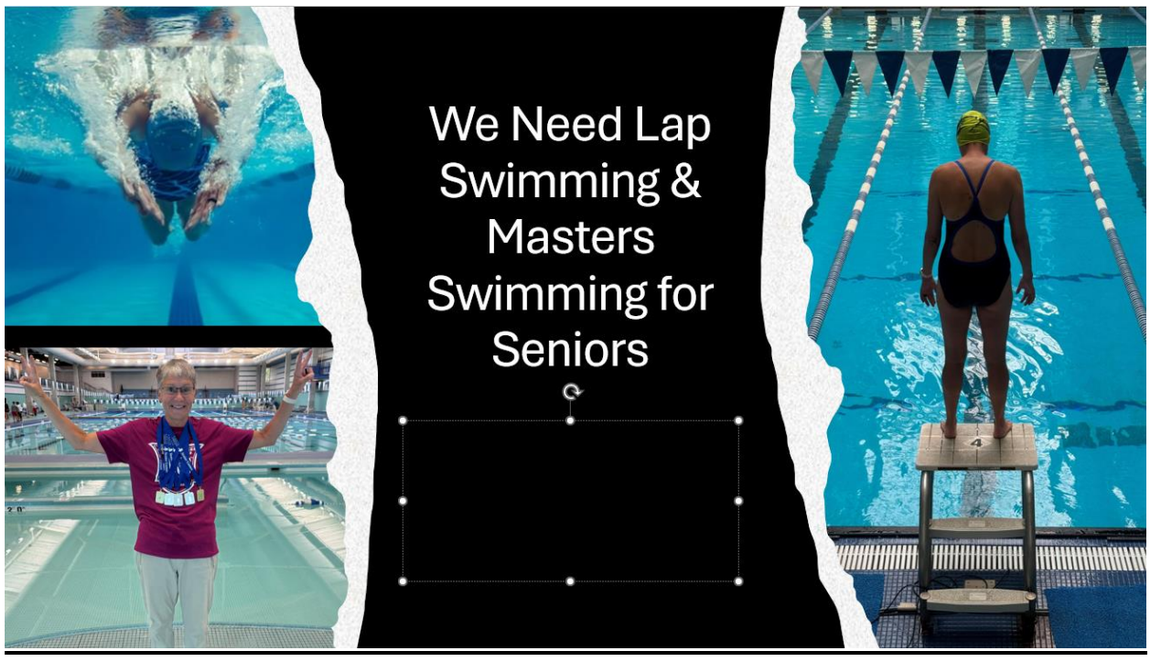
Jackson County Aquatics Center

2 Pools
25 yd Competition Pool
Diving board
Climbing wall over the water
Video scoreboard
Ramp access
Family-Friendly Recreation Pool
Large whirlpool
Water volleyball and basketball
Splash pad and waterfall play area
Zero-entry ramp and lift chair

Rehab?
Therapy?
Aquatic Exercise?

Inadequate facilities

Click to add title

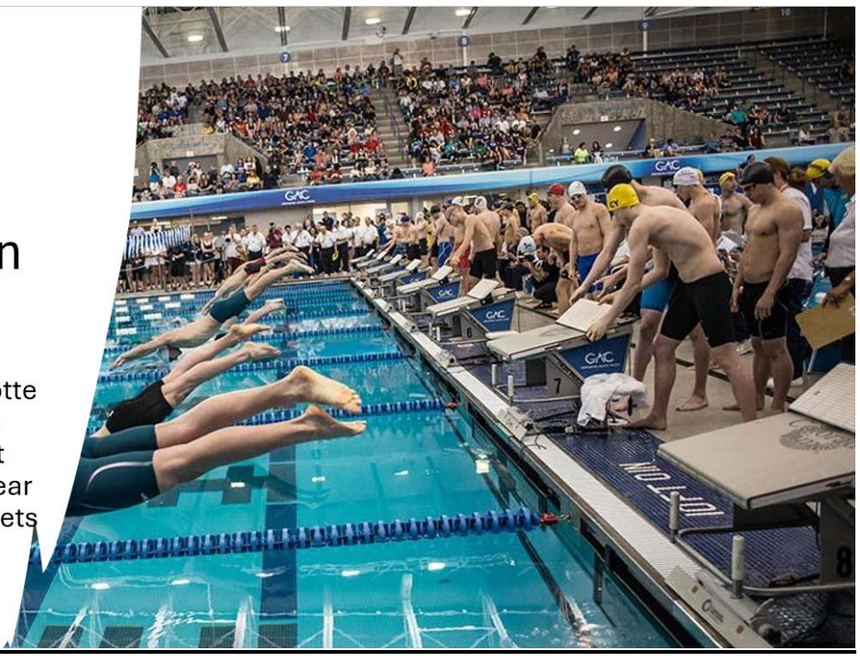

We Need Lap Swimming & Masters Swimming for Seniors

Only 2 of our 4 High Schools & 1 Middle School have Teams
West Henderson practices with 12 kids per lane at the YMCA
FALCONS
2024-2025 WHHS SWIM TEAM

Swimming is a lifelong exercise that improves your cardio, strength, and flexibility.
Every year there are 90 year olds and even centenarians that compete at Masters Swim meets

Economic Impact of a Competition Pool

Cary, Greensboro, Huntersville, Charlotte & Kingsport all have aquatic centers that bring in millions a year by hosting swim meets



Economic Ripple Effect

- A 25 yard competition pool would be on par with the other Western NC cities who have indoor aquatic facilities
- A 50 meter pool would make Hendersonville the clear winner to host swim meets in Western NC & their economic impacts
- Visitors = Hotel Stays + Restaurant Traffic & Retail Sales
- Multi-Day events bring repeat tourism and longer stays
- Event Hosting brings revenue without tax increases
- Each athlete brings 2-3 guests, multiplying our community exposure

Support our Swimmers

- E-mail: soshcnc@gmail.com

SUPPORT OUR SWIMMERS
SOS

7. PUBLIC HEARINGS

A. Public Hearing: Consideration of Incentives to Project Energize – *Brittany Brady, President, Henderson County Partnership for Economic Development and Angie Beeker, City Attorney*

City Attorney Angela Beeker introduced an economic development project called Project Energize and gave the following PowerPoint presentation highlighting the project.

Project Energize

Hendersonville City Council
Public Hearing
August 7, 2025

Economic Development – NCGS § 158-7.1

- "Each county and city in this State is authorized to make appropriations for economic development purposes."

- Appropriation must:
  - Increase population
  - Taxable Property
  - Agricultural Industries
  - Employment
  - Industrial Output OR
  - Business Prospects

  of the city or county.

City of Hendersonville Economic Development Assistance Guidelines

- Minimum capital investment of $1,500,000 (real or personal)
- Create full-time jobs that pay at or above median industrial wage ($51,565 for 2025)
- For each year that investments made/jobs created, typically receive 5 years of incentives payments.
- Incentives payments are a % of taxes paid to the City, based upon number of jobs created and wages paid (see next slide).
- Incentives agreement between industry and City

Angela introduced Brittany Brady, the President and CEO of the Partnership for Economic Development who discussed the project further.

Economic Incentives Payments

Number of Jobs Created	Points
5-25	20
26-49	30
50-75	40
76-149	50
150+	60

Wages *Wage data to be updated annually	Points
100% of Average	20
105% of Average	30
110% of Average	40
120% of Average	50
150% of Average	60

Total Points = Percentage of each year's property taxes generated as a result of the project for which the incentives are granted (for each year for which incentives are granted by the Board).

Project Energize

- Total Investment (over 4 years):
  - $18 Million Real Property
  - $57,300,000 Business Personal Property
  - $75,300,000 Total Investment
- Wages: $78,000 (151% of median average wage)
- Number of jobs: 193
- Total points: 120% of taxes paid each year for 5 years/ investment year

Estimated Total Incentives
Maximum of $1,966,268.57

ANNUAL AND TOTAL ESTIMATED INCENTIVES						
Payment Year	Incentives on Yr 1 Investment	Incentives on Yr 2 Investment	Incentives on Yr 3 Investment	Incentives on Yr 4 Investment	Total Annual Incentive	TOTAL ALL YEARS
2027	$196,560.00	$0.00	$0.00	$0.00	$196,560.00	$196,560.00
2028	$175,500.00	$232,128.00	$0.00	$0.00	$407,628.00	$604,188.00
2029	$154,440.00	$219,291.43	$25,584.00	$0.00	$399,315.43	$1,003,503.43
2030	$133,380.00	$206,454.86	$22,842.86	$15,600.00	$378,277.71	$1,381,781.14
2031	$112,320.00	$193,618.29	$20,101.71	$13,928.57	$339,968.57	$1,721,749.71
2032	n/a	$180,781.71	$17,360.57	$12,257.14	$210,399.43	$1,932,149.14
2033	n/a	n/a	$14,619.43	$10,585.71	$25,205.14	$1,957,354.29
2034	n/a	n/a	n/a	$8,914.29	$8,914.29	$1,966,268.57

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

The public hearing was opened at 6:24 p.m.

Public Comment: Lynne Williams spoke in person and is concerned about the undisclosed environmental effects the company might have and whether it will affect our water or pollute our air.

Brett Werner spoke said he heard a 200 square foot newly constructed facility and wondered if it would be better to utilize an existing structure within the city.

The public hearing was closed at 6:27 p.m.

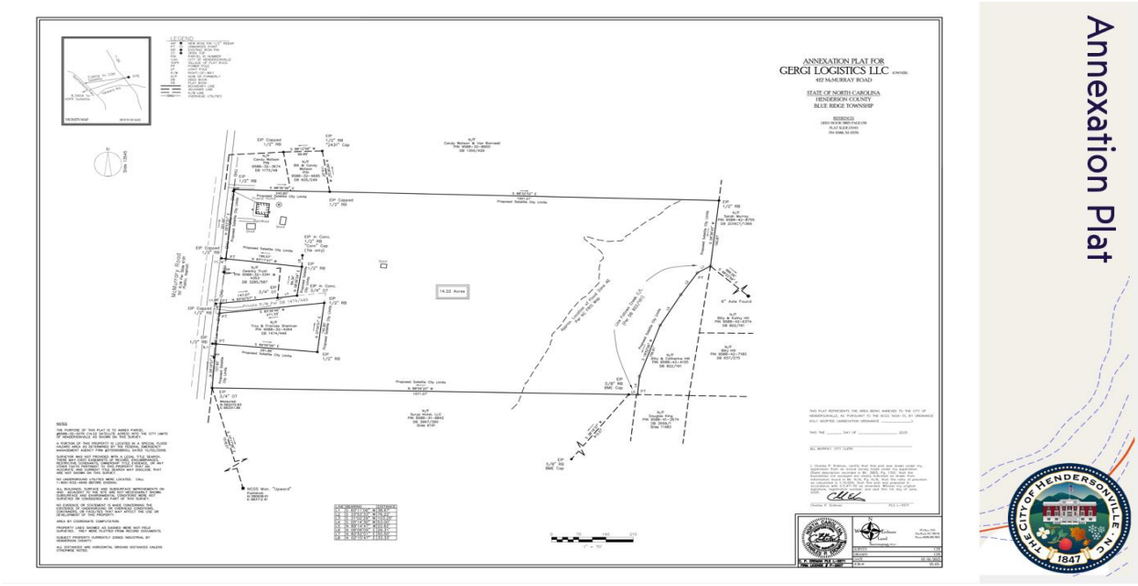
Council Member Jennifer Hensley stated that she does not remember what the original commitment that Jabil Industries made to Henderson County, but they have quadrupled their initial economic investment to our county and community. I know many people that have great paying jobs and health insurance benefits and bringing more jobs like this to our community is going to help people's quality of life and I am excited to support this project.

Council Member Jennifer Hensley moved that the City Council approve the monetary incentives for Project Energize as presented with the condition that they will not exceed the total amount of $1, 966,268.57. A unanimous vote of the Council followed. Motion carried.

B. Annexation: Public Hearing-412 McMurray Road (Gergi Logistics LLC) (25-42-ANX) – *Tyler Morrow, Current Planning Manager*

The City of Hendersonville has received a petition from Sergii Gergi, general manager of Gergi Logistics LLC for satellite annexation of PIN 9588-32-9376 located at 412 McMurray Road that is approximately 14.22 acres. On July 2nd, 2025, City Council accepted the City Clerk's Certificate of Sufficiency for the petition and set August 7th, 2025, as the date for the public hearing.

Mr. Morrow explained that due to some changes with the interlocal agreement, the applicants wish to open the public hearing and continue it to next month's meeting to give them more time to speak to Henderson County about their options.



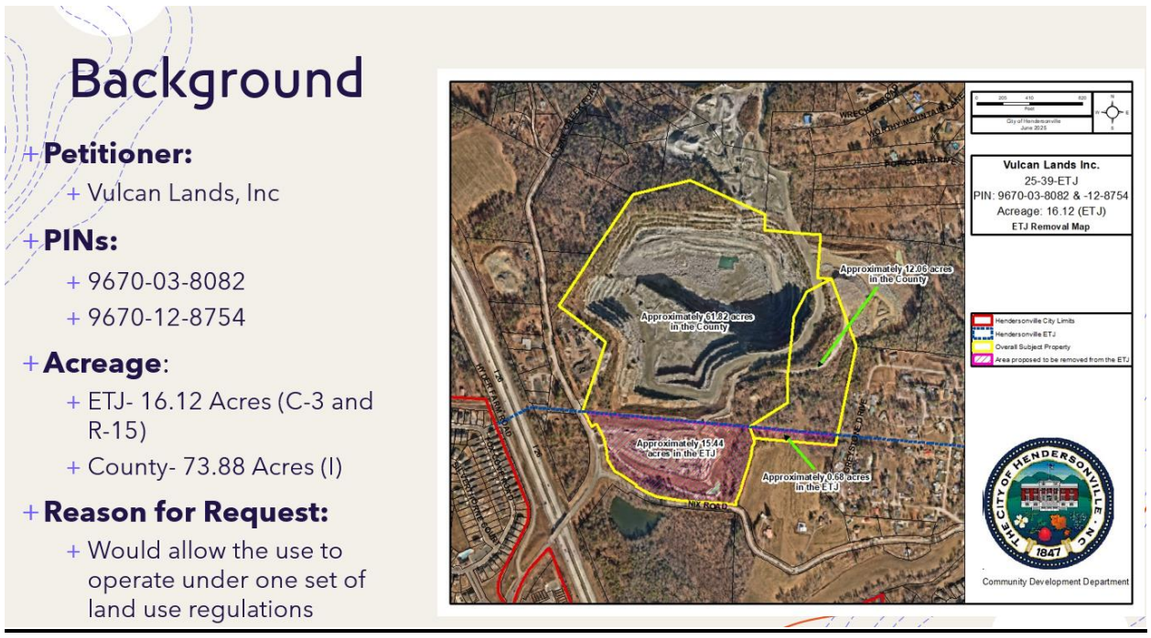
The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

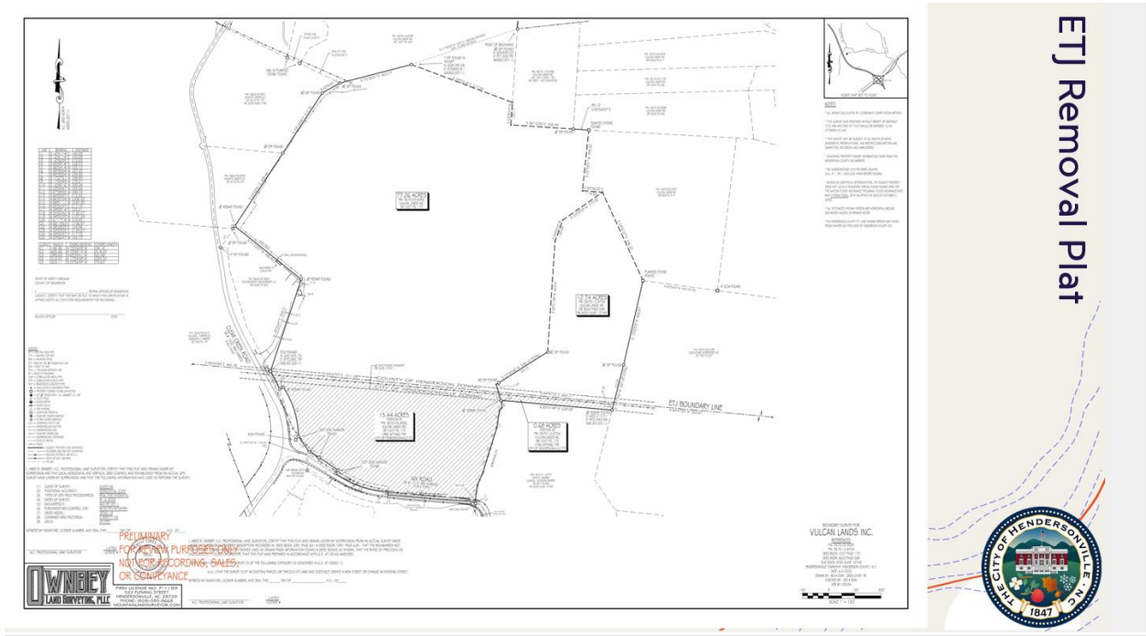
The public hearing was opened at 6:29 p.m.

Council Member Lyndsey Simpson moved to continue the public hearing to the September 4, 2025, City Council meeting. A unanimous vote of the Council followed. Motion carried.

C. ETJ Relinquishment of PINs 9670-03-8082 and 9670-12-8754-Vulcan Lands INC. (25-39-ETJ) – *Tyler Morrow, Current Planning Manager*

Tyler Morrow explained that the Community Development Department received a request from Vulcan Lands, Inc. to remove 16.12 acres from the City's extraterritorial planning jurisdiction (ETJ). The City is authorized to adopt and relinquish ETJ by G.S. 160D-202. The subject parcels are 90 acres in total and are located on Clear Creek Road and Nix Road, PINs 9670-03-8082 and 9670-12-8754. A portion of PIN 9670-03-8082 is located in the City's ETJ and is zoned C-3, Highway Business. The remaining portion of PIN 9670-03-8082 is in Henderson County's zoning jurisdiction and is zoned I, Industrial. A portion of PIN 9670-12-8754 is located in the City's ETJ and is zoned R-15, Medium Density Residential. The remaining portion of PIN 9670-12-8754 is in Henderson County's zoning jurisdiction and is zoned I, Industrial. The owner has indicated that "Releasing this acreage from the ETJ would not create a "doughnut hole" problem for purposes of jurisdictional oversight, and it would create a logical and viable path for its use by Vulcan Materials under one set of land use regulations. If this acreage remains in the Hendersonville ETJ, then Vulcan's future use of the properties would also require the City to amend its zoning ordinance to recognize mining as a permitted use and to develop appropriate standards." If the City decides to relinquish ETJ for this property, Henderson County will have 60 days from the effective date of the Ordinance amending the ETJ to adopt zoning regulations.





Denise Hallett manages community and government relations for Vulcan for operations in North Carolina, South Carolina, and Southern Virginia. With me tonight is Todd Miller who is our Vice President and General Manager for North Carolina, Steve Jetter is our area Operations Manager and Tom Cathy is our area Sales Manager. Vulcan Materials is the largest crushed stone producer in the United States, but we do not do that just here in Hendersonville. We operate over 400 quarries, sand and gravel and distribution sites in 23 states, Mexico, Canada and the Bahamas and we are also a major producer of asphalt and ready-mix concrete in other states. Essentially, our rocks build your community. We host quarry tours, and I tell our visitors that you cannot build anything without a rock. Key examples of how our stone is used in the community are in asphalt where 95% of the asphalt mix is crushed stone and in ready-mix concrete where 80% or more of the mix is crushed stone. If you were to drive a one lane mile on Interstate 26, you would be on top of 38,000 tons of crushed stone and that would be from our quarry here in Hendersonville. The Hendersonville quarry has been operating since the 1960's, prior to any city or county zoning. The site is regulated by several state agencies including NCDEQ, Mining Air and Water as well as federal agencies including the Army Corps of Engineers and the Mining Safety Health Administration. Our entire site covers nearly 236 acres. Our operations generate an economic impact for the communities and Hendersonville is no exception contributing over $33 million dollars in sales, wages, taxes, and utilities in 2024 alone. We employ 22 at our Hendersonville quarry earning well above minimum wage and the average industrial wage that was talked about earlier. Our community outreach has supported many non-profits and educational programs over the years. Our teams here in Hendersonville and surrounding Western North Carolina operations

have been actively involved in the Western North Carolina Hurricane Helene Recovery supplying stone to rebuild the infrastructure and contributing resources to non-profits that are helping residents restore their homes. Tonight, I am talking about a 15-acre portion of our site that has been operating under a State Mining Permit prior to city and county zoning, and it is in the ETJ. We also acquired an adjacent parcel in 2021 and that small portion that Tyler talked about (less than an acre) is also in the city's ETJ. Tonight, we are requesting that the city release approximately 16 acres from your ETJ and allow our team to develop the site under one set of land use regulations. We do look forward to continued investments in our operations that will provide essential building materials and maintain our outreach programs for many years to come. Thank you for your time and consideration.

The City Clerk confirmed this public hearing has been advertised in accordance with North Carolina General Statutes.

The public hearing was opened at 6:36 p.m.

Lynne Williams spoke about Vulcan developing the land and asked them to consider protecting the trees and be aware of any tree ordinances that are out there.

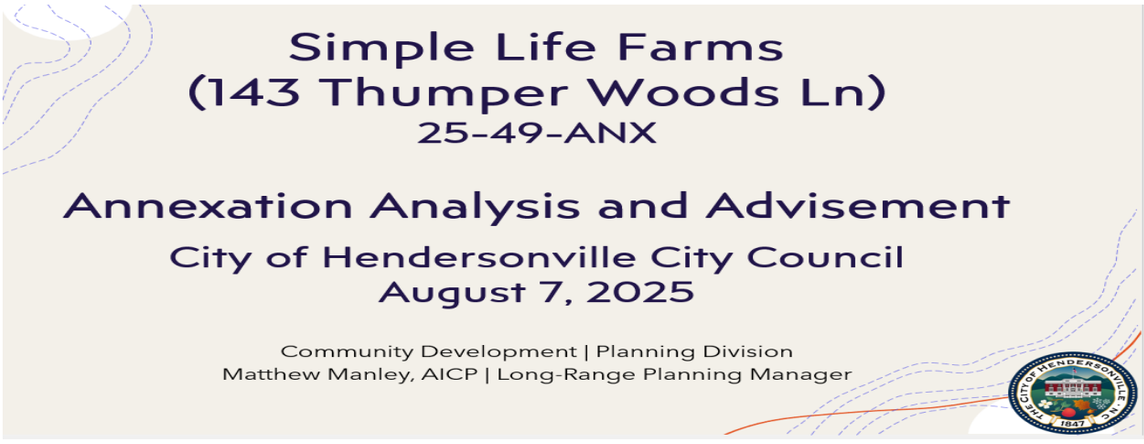
The public hearing was closed at 6:37 p.m.

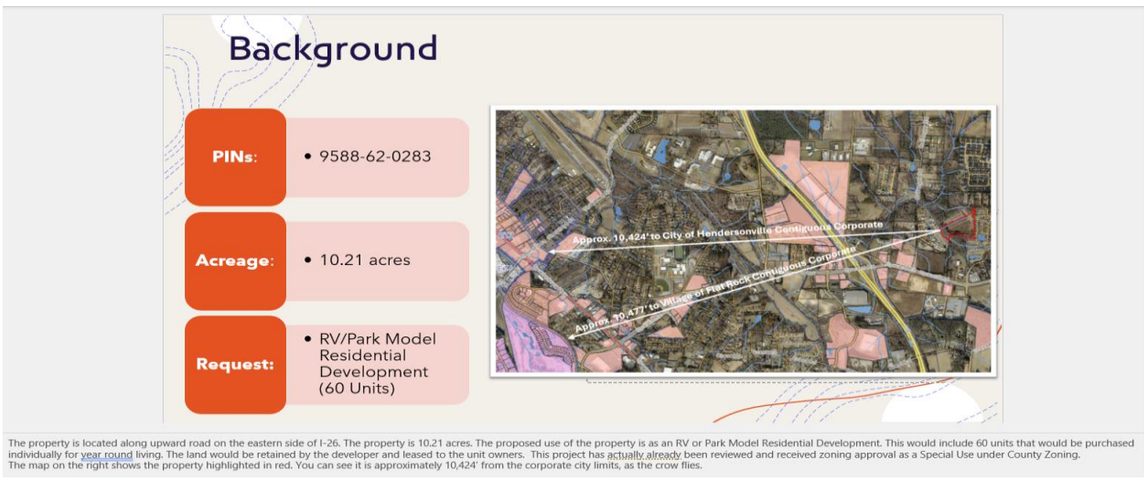
Council Member Melinda Lowrance moved City Council to adopt the Ordinance Amending the Ordinance Establishing Extraterritorial Jurisdiction Boundaries for the City of Hendersonville as presented. A unanimous vote of the Council followed. Motion carried.

8. NEW BUSINESS

A. Annexation: Analysis and Advisement – 143 Thumper Woods Lane/Simple Life Farm (25-49-ANX) – *Matthew Manley, Long-Range Planning Manager*

Matt Manley explained that the City of Hendersonville received a petition from Simple Life Farm at Flat Rock, LLC. for a satellite annexation of a portion of PIN 9588-62-0283 located at Thumper Woods Lane that is approximately 10.21 acres.





Cost of Service / Fiscal Impact Analysis

Cost of Service Value per Acre:	• $1,304,603
Modified Cost of Service Value per Acre:	• -$652,302
Net Tax Revenue per Acre:	• -$3,196

As part of staff's evaluation of the proposed annexation, we utilized a formula devised to estimate the cost of providing city services in light of anticipated tax revenue to determine if there is a net gain or deficit anticipated. A major factor impacting the results is the location of the proposed development. Location is a major factor which drives the efficiency or inefficiency in the provision of services. In this case, the proposed development would result cost more to service than it would generate in tax revenue.

Future Land Use Designations

"Agricultural/Rural"

"Rural Residential"

Additionallly staff consider the Future Land Use designations of the property from both the County Comprehensive Plan and the City's Gen H Plan. The Rural character of the area is recognized by both plans.

Comprehensive Plan & Zoning Comparison

	Henderson County 2045 Comprehensive Plan	Development under County R1 Zoning	Hendersonville Gen H Comprehensive Plan	Development under City PRD
Character Area	*Agricultural / Rural*		*Rural Residential*	
Intent	Preservation of natural resources and rural character.	Inconsistent	Encourages Conservation Design which preserves more open space	Consistent
Location	Where existing agriculture is active and where changes would drastically alter the rural landscape.	Consistent	Areas on the periphery of floodplains, areas featuring significant agricultural or natural resources.	Consistent
Density	1 unit per acre with environmentally sensitive areas having a maximum allowable density of one unit per five acres.	Inconsistent	1 unit per acre with smaller lots permitted with Conservation Design	Inconsistent
Uses	Agriculture, Forestry, Very Low Density Res.	Inconsistent	Single-Family Residential	Consistent

Additionally, staff analyzed the existing County zoning and potential City zoning for the property.
Staff's Analysis of these input points are:
The development is not in alignment with Henderson County's 2045 Comprehensive Plan vision for the area.
The development appears to be Somewhat Consistent with the City of Hendersonville's Gen H Comprehensive Plan, in that it
Provides naturally-occurring affordable housing at the proposed density of 5.9 units per acre [Consistent]
Keeps 75% of land in Open Space [Consistent].
But the proposed Land Disturbance will impact 90% of the site [Inconsistent]
And would result in Significant impacts to 100 Yr Floodplain [Inconsistent]

As for the Zoning Comparison:
Henderson County – Residential One (R1)
Allowable Uses: Residential dwellings, Camps, Camping, Golf Courses, Schools, Churches, etc.
Residential Density: 6 units/acre (with sewer); 4 units/acre (without sewer)
City of Hendersonville – Planned Residential Development
Planned Residential Development (PRD) would be the most viable option since any development over 50 units triggers Conditional Zoning. The project has a density of 5.9 units per acres so it is under the maximum density in PRD which is 10 units/acre.

With the proposed density of 5.9 units per acre and with all of the units actually being less than 1,200 Sq Ft, this could be allowed under R-20, Low Density Residential as a Minor Planned Residential Development but for the 50 unit trigger point for Conditional Zoning
Staff Zoning Analysis
Again, The proposed use was approved through a Special Use Permit in the County contingent on the provision of City Sewer. Without City Sewer, the proposed density of 5.9 units per acre would exceed the maximum density permitted unde R1 (4 units/acre).

Development Impact Statements

The following statements come directly from representatives of various departments and external agencies:

- **City of Hendersonville Engineering**: No Comment
- **City of Hendersonville Fire:** No Comment
- **City of Hendersonville Police:** No Comment
- **City of Hendersonville Public Works:** This development appears to qualify for City services (garbage and recycling collection). Our nearest customer is 2.6 miles away just off Upward Road and the drive to this location is about 7 minutes away. A concern with this proposal is that it includes private roads that are susceptible to deterioration when traveled on by heavy trucks. This has the potential to become an issue for the residents. In addition, all bridges serving this site must be rated for heavy trucks
- **City of Hendersonville Water & Sewer:** Cost to serve new development with water and sewer is captured in the system fee schedule (rates).
- **Henderson County Public Schools:** The schools that would be impacted by this development currently have the capacity to accommodate any students who may enroll as a result of families moving into the area.
- **NC Department of Transportation:** Impacts to S. Orchard Rd and Upward Rd are expected to be minimal. It is important to note that the department has received multiple requests for pedestrian facilities in this area and concerns with the traffic and pedestrians' interaction on South Orchard Road. With an additional 120 +/- daily trips at this location, I would anticipate these requests and complaints to increase.

Another element of the annexation analysis that staff is looking to implement is "Development Impact Statements" from service providers. In this case staff reached out to all of the City Departments and outside agencies listed on the screen asking them to provide observations and insights on the potential impacts of the proposed development on the provision of the services they provide. The statements provided are shown on the screen. Staff would welcome any comments from Council on whether or not this new element in the annexation analysis is helpful or desired.

Annexation Options

1) Annexation Approved with City Services Provided:

- Project proceeds as presented under County land use regulations
- All City Services & Utilities are provided

2) Annexation Denied with City Sewer Provided:

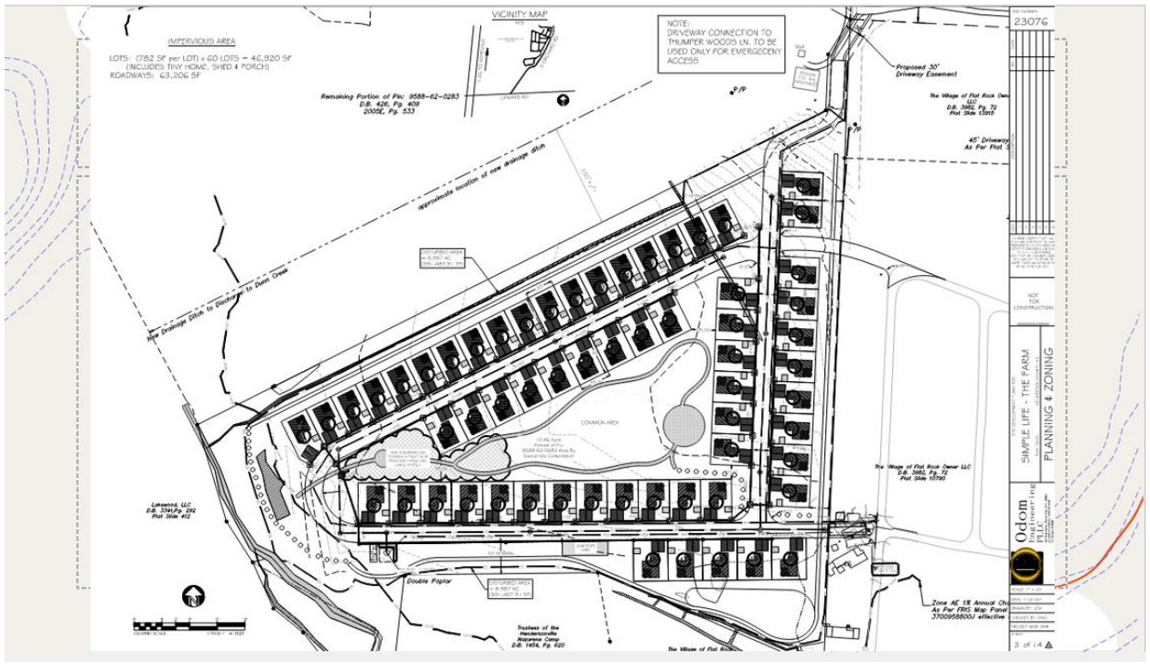
- Project proceeds as presented under County land use regulations.
- No additional City services are provided other than Water/Sewer

3) Annexation Denied with City Sewer not Provided:

- Project would not be able to proceed as approved under County Zoning
- A modified project could proceed w/ up to 4 units/acre under County Zoning

Lastly, there are 3 options for handling the annexation request:
1) Annexation Approved with City Services Provided:
Project proceeds as presented under County land use regulations.
All City Services are provided.
2) Annexation Denied with City Sewer Provided:
Project proceeds as presented under County land use regulations.
No additional City services are provided other than Water/Sewer

3) Annexation Denied with City Sewer not Provided:
Project would not be able to proceed as approved under County Zoning.
A modified project could proceed up to 4 units/acre under County Zoning.



Council Member Gina Baxter moved City Council direct staff to not move forward in reviewing the annexation petition submitted by Simple Life Farm at Flat Rock, LLC. The subject property will remain under Henderson County's zoning jurisdiction. I further move that City sewer service may be extended to the subject property. A unanimous vote of the Council followed. Motion carried.

B. Consideration of Interlocal Agreement Between the City of Hendersonville and Henderson County – *John Connet, City Manager*

City Manager John Connet explained that since Senate Bill 69 has not moved forward, Henderson County has requested that the City of Hendersonville and Henderson County enter into an interlocal agreement solidifying the terms of the proposed local bill.

Council Member Melinda Lowrance moved that the City Council approve the interlocal agreement between the City of Hendersonville and Henderson County. A unanimous vote of the Council followed. Motion carried.

9. BOARDS AND COMMITTEES

City Manager John Connet explained that there is a vacancy on the Environmental Sustainability Board and that Council will need to make an appointment to fill their final remaining vacancy.

Council Member Gina Baxter moved to appoint Joan Zaki to the Environmental Sustainability Board. A unanimous vote of the Council followed. Motion carried.

10. CITY MANAGER REPORT

A. July 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
010-0000-534999	Contingency	100,000	-	22,500	77,500	ECUSTA Maintenance	yes	Adjustment	6/1/2025
010-1014-519200	Contracted Services	-	22,500	-	22,500	ECUSTA Maintenance	yes	Adjustment	6/1/2025
010-0000-534999	Contingency	77,500	-	3,120	74,380	Special Appropriations	yes	Adjustment	6/1/2025
010-1001-54001	Special Appropriations	442,000	3,120	-	445,120	Special Appropriations	yes	Adjustment	6/1/2025
068-0000-534999	Contingency	53,055		30,000	23,055	Tipping Fees	yes	Adjustment	6/6/2025
068-7855-531500	Tipping Fees	265,000	30,000	-	295,000	Tipping Fees	yes	Adjustment	6/6/2025
010-0000-534999	Contingency	74,380	-	1,500	72,880	FY26 Worker's Comp. Insurance	yes	Adjustment	7/14/2025
010-1002-502091	Worker's Comp. Insurance	248	1,500	-	1,748	FY26 Worker's Comp. Insurance	yes	Adjustment	7/14/2025
010-1001-531700	Property & Liability Insurance	13,200	-	1,806	11,394	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1002-531700	Property & Liability Insurance	124,895	6,435	-	131,330	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1014-531700	Property & Liability Insurance	2,310	1,372	-	3,682	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1200-531700	Property & Liability Insurance	1,070	18	-	1,088	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1300-531700	Property & Liability Insurance	76,280	-	7,405	68,875	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1502-531700	Property & Liability Insurance	12,505	-	100	12,405	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1521-531700	Property & Liability Insurance	2,190	38	-	2,228	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1523-531700	Property & Liability Insurance	5,095	544	-	5,639	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1525-531700	Property & Liability Insurance	18,465	-	165	18,300	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1535-531700	Property & Liability Insurance	620	40	-	660	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1555-531700	Property & Liability Insurance	27,190	936	-	28,126	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1560-531700	Property & Liability Insurance	5,720	93	-	5,813	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
060-7002-531700	Property & Liability Insurance	97,395	-	7,444	89,951	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
060-7032-531700	Property & Liability Insurance	35,560	1,133	-	36,693	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
060-7035-531700	Property & Liability Insurance	44,990	2,550	-	47,540	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
060-7055-531700	Property & Liability Insurance	42,175	111	-	42,286	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
060-7132-531700	Property & Liability Insurance	16,750	1,001	-	17,751	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
060-7135-531700	Property & Liability Insurance	47,170	2,649	-	49,819	FY26 Property & Liability Insurance Renewal Corre	yes	Adjustment	7/15/2025
010-1002-519200	Contracted Services	30,000	-	2,000	28,000	FY26 NCLM Affiliate Fee $16,647.00	yes	Adjustment	7/16/2025
010-1002-531215	Dues and Subscriptions	15,000	2,000	-	17,000	FY26 NCLM Affiliate Fee $16,647.00	yes	Adjustment	7/16/2025
010-1010-519200	Contracted Services	335,517	-	5,000	330,517	Computer for Ops Assembly Room	yes	Adjustment	7/16/2025
010-1010-534000	Non-Capital Equipment	125,730	5,000	-	130,730	Computer for Ops Assembly Room	yes	Adjustment	7/16/2025

11. CITY COUNCIL COMMENTS

Council Member Jennifer Hensley thanked everyone involved in making the City Splash Day a success. It was a great turnout.

12. CLOSED SESSION - Cancelled

13 . ADJOURN

There being no further business, the meeting adjourned at 7:09 p.m. upon unanimous assent of the Council.

_____
Barbara G. Volk, Mayor

ATTEST: _____
Jill Murray, City Clerk

MINUTES

August 27, 2025

SECOND MONTHLY MEETING OF THE CITY COUNCIL

CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 4:00 p.m.

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

Staff Present: City Manager John Connet, Deputy City Manager Brian Pahle, City Clerk Jill Murray, City Attorney Angela Beeker, Communications Manager Allison Justus, Communications Coordinator II Brandy Heatherly and others.

1. CALL TO ORDER

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

2. CONSIDERATION OF AGENDA

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

3. CONSENT AGENDA

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

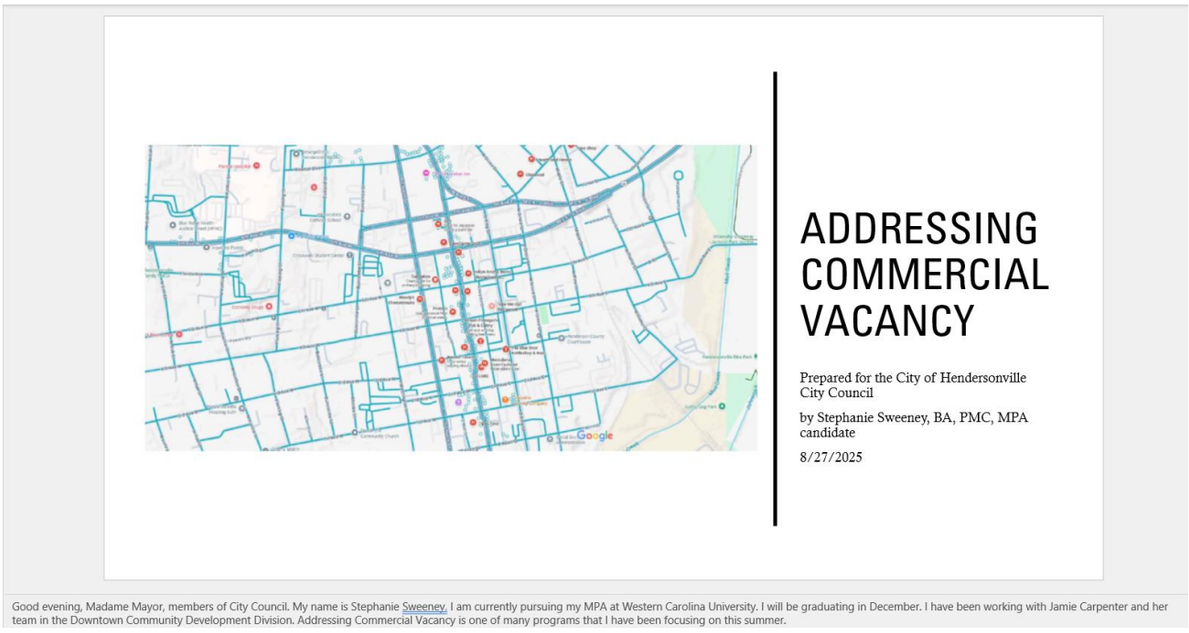
A. Small Business Infrastructure Grant Program for Helene Related 7th Avenue E Sidewalk Restoration – *Blake Fulgham, Management Analyst II-Strategy & Performance*

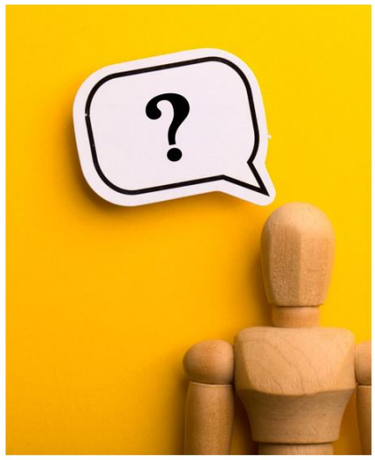
B. Small Business Infrastructure Grant Opportunity for Cane Creek Industrial Park Waterline Connection – *Blake Fulgham, Management Analyst II-Strategy & Performance*

4. PRESENTATIONS

A. Addressing Commercial Vacancy and Maintenance Presentation – *Stephanie Sweeney, Summer Intern*

Summer Intern Stephanie Sweeney gave a brief presentation addressing commercial vacancy and maintenance and gave suggestions on how to move forward.





WHY VACANCY?
SHARING THE RESEARCH, MAKING RECOMMENDATIONS

- Vacancy Registry: Gen H Comp plan priority
- Researched: Vacancy Registry use in NC
- Reviewed: other city departments commercial building information
- Analyzed: Hendersonville Commercial Building Code
- Recommendations for implementation
- Current process
- Things to consider

Why Vacant Building Registries?
Vacant Property Registration has been listed as a priority in Council's strategic plan and in the Gen H Comprehensive plan – and it was something completely unknown to me

WHAT WE CURRENTLY KNOW

- 120+ commercial buildings are vacant within city corporate limits
- Downtown vacancy rate is ~10%
- Vacant buildings impact city resources (code enforcement, fire, police), decrease tax revenue, create blight

609 King St.
We are still trying to nail down the upper floors for Main Street and 7th Avenue Districts
Healthy vacancy rate is between 5% and 10%.
Average vacancy rate for NC is 20%
US average was 19.4%
Both stats are from July 2025

CITIES AND TOWNS REVIEWED

Cities with Vacancy Registry

City of Kings Mountain
Town of Zebulon
Town of Rutherfordton
City of Cherryville
City of Albermarle
Town of Warrenton
Town of Ayden

List of Reviewed Cities/Towns

Location	Population
Town of Warrenton	851 (2020 Census)
Town of Ayden	5,092 (2023)
City of Albemarle	16,432 (2020 Census)
City of Cherryville	6,402 (2025)
Town of North Wilkesboro	4,338 (2023)
City of Wilson	47,700 (2023)
Town of Rutherfordton	3,640 (2020 Census)
Town of Zebulon	6,903 (2020 Census)
City of Goldsboro	33,448 (2023)
City of Asheville	95,056 (2023)
City of Brevard	7,795 (2023)
City of Raliegh	482,295 (2023)
City of Charlotte	911,311 (2023)
City of Winston-Salem	252,975 (2023)
City of Hendersonville	15,137 (2023 est.)
City of Statesville	28,045 (2020)
City of Kings Mountain	11,823 (2023)

Why did I only consider North Carolina Cities/Towns for this research.
North Carolina is a Dillion's Rule State. We have to be given permission in the law to do "it". Other States are only restricted by what is not listed in the law.

VACANT BUILDING REGISTRATION RESEARCH

- In its infancy-North Carolina
- Conducted research on 17 cities/towns, 7 use
- Cities/town using, typically 30% + commercial vacancy
- Requires process for registration
- Recommend small administrative fee to list, larger fine for noncompliance

Considerations:

- Needs to be codified by City Council
- Estimate 10-12 months -form creation to operational list
- Does not address under-utilized properties
- Create education campaign for property owners

This movement is so new, we do not have long term information to see how impactful the registry ordinances are.
Picture is from 201 N Main St – vacant for at least 12 years, currently listed for sale at 2.5 million

FEES COMPARISONS

- Town of Ayden: $500 first year, $1000 each year following
- Town of Warrenton: $15 to register, penalties range from $50 to $500
- City of Albermarle: no fee to register
- City of Cherryville: no fee to register, $100 first full year, $500 second, $1000 third, $2000 each following year
- Town of Zebulon: no fee to register, failure to register $500 fine
- City of Kings Mountain: $250 first 6 months, second 6 months $500, 1st year $750, 18 months $1,000, registration must include 1 million dollars of liability coverage
- Town of Rutherfordton: $50 per year, not prorated

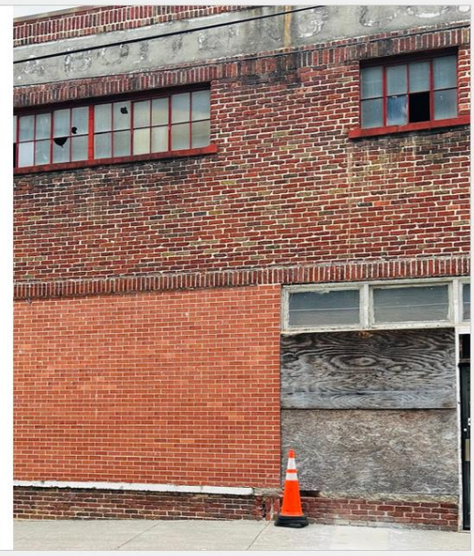
Fees are all over – many seem to use the carrot then the stick method of fee/fine

COMMERCIAL BUILDING LIST

- Information from the Fire Inspection Commercial Building List, Water Usage Records, Code Enforcement
- More proactive Commercial Building Maintenance Code enforcement
- Prioritize vacant, underutilized properties first
- Recommend focusing initial efforts on major commercial corridors

Considerations:

- Create internal process bridging information sources
- Host community conversation for property owners about the change before issuing letters (suggested by Economic Vitality Committee)
- Create education campaign for property owners explaining renewed priorities



Picture is from 400 Locust Street (currently an industrial district near 7th Avenue)
An alternative to the registry that could be enacted more quickly.
Seems more in line with our vacancy rates.
Code Enforcement could be poised to enact this later this year or early 2026, now with 2 officers

VACANT/UNDERUTILIZED PROPERTIES MAIN STREET & 7TH AVENUE

Main Street

Available for SALE - 317 N. Main St, Unit 2, built 1924	Formerly - AcctVantage ERP, Offered by Tom Green
Available for Lease - 142 3rd Ave E, built 1910	
Available for Lease- 104 1st Ave E, built 1984	Formerly Morgan Stanley
Available for Lease- 131 4th Ave E, built 1923	Formerly Laugh
Available for Lease-140 4th AVE W, built 1913	Formerly Partners for Economic Progress (PEP)
Available for Lease- 321 N. Main Street, built 1960	Formerly - Tartans Sports Bar
Available for Lease - 600 N. Main Street, built 1950	Formerly - American Auto Detailing
Available For Lease - 423 N Main Street , built 1906	Formerly Bear Falls Wine Company
Available for Lease- 201 N King St, built 1963	Formerly - Bargain Hendo
Available for Lease- 241 N. Main St, built 1904	formerly- Mia's Marketplace of Antiques and More
Available for Lease- 314 N Main St, built 1900	Formerly Scottie's Jewelry
Available for Lease- 622 N Main St, built 1958	Formerly - North Main Design Accessories
Available for Lease or Sale- 609 N King Street, built 1955	Formerly Mountain Rug Mills & Factory
Available for LEASE-131 4th Ave E, built 1923	Formerly - Quality Recycling Equipment, Inc. (RCBC Global)
Available for SALE - 125 E 4th Ave, built 1916	
Available for SALE- 201 N Main St, built 1947	Nuckolls Building
Available for Lease - 344 N Main St, built 1917	former Jane Asher Antiques
Available for Lease-147 B 1st Ave E, built 1948	

7th Avenue

Available for Lease- 402 7th Avenue E, built 1925	Formerly Smoov' Kutz Barber Shop
Available for Lease- 510 7th Ave E, built 1915	Formerly - KE's FamilyStore
Available for Lease- 655 7th Ave E, built 1946	Formerly Moments in Time Antiques
Available for Lease- 822 Locust St # 300, built 1926	
Available for Lease- 822 Locust St, # 400, built 1926	
Available for Sale - Undeveloped land- 358 7th Avenue E	
Available for Lease - 649 7th Ave E, built 1940	
Available for Lease- 701 7th Ave E, built 1920	Formerly Junk and Disorderly
Available for Lease- 321 7th Avenue E, built 1920	Formerly M&M Meat Market
Available for Lease- 508 A 7th Ave E, built 1923	
Available for Lease- 902 7th Ave E, built 1940	Formerly Stinger Audio
Available for Lease or Sale- 421 7th Avenue E	Formerly Star Dray Co. Auto Repair

This list is constantly changing and will need to be updated.
The goal of growth is never to be below 5%

RECOMMENDED ACTION PLAN FOR IMPLEMENTATION

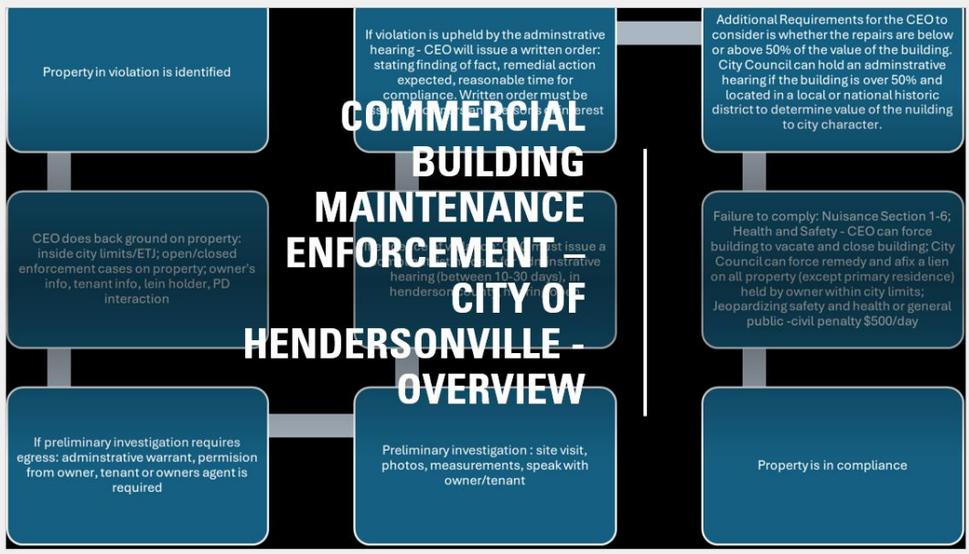
- Host community conversation about renewed focus
- Consolidate information from HFD, Water/Sewer and Code Enforcement
- Send out letter to property owners with properties identified as vacant within the commercial corridors of the corporate city limits
- Compile photos /documentation of identified properties
- Schedule inspections with property owners/agents
- Document status updates- compliance/noncompliance
- Begin enforcement of properties not in approved process for compliance
- Building inspectors, fire marshals, code enforcement officers conduct coordinated inspections for properties identified as health and safety concerns
- Update list quarterly – move to bi-annual when rate drops to 5%
- Repeat

Formerly the Jane Asher building – vacant for almost 4 years now – being remodeled – creating 2 stores in this location (tenant dependant)

THE CODE ENFORCEMENT OFFICER (CEO) WILL BE LOOKING FOR: § 12.40 OF THE HENDERSONVILLE CITY CODE

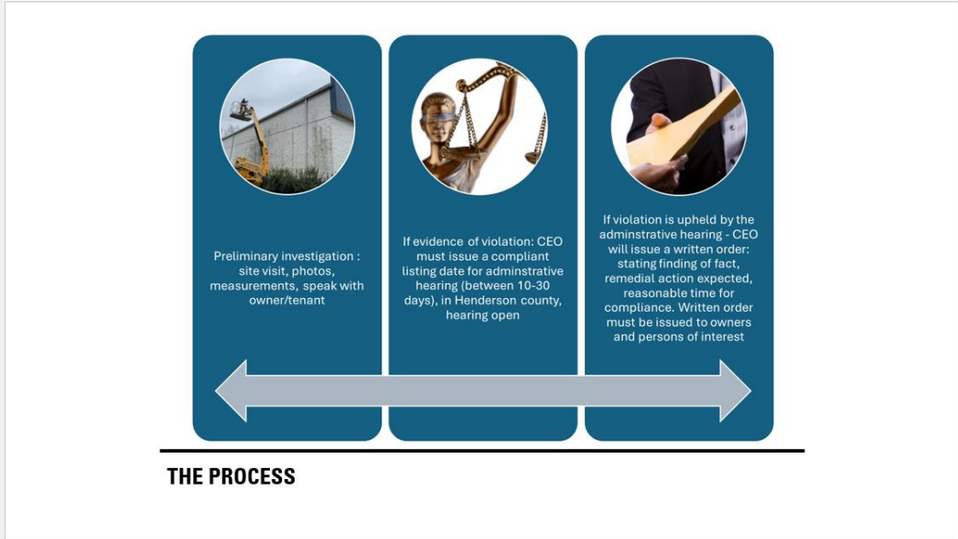
- Floors and roofs – improperly distributed loads, having insufficient strength to be reasonably safe
- Such damage by fire, wind, or other causes as to render the building unsafe
- Dilapidation, decay, unsanitary conditions or disrepair, which is dangerous to health, safety and welfare of the occupants or other people in the city.
- Inadequate facilities for egress to such extent that there does not exist operable doors for safely exiting the building in case of fire or panic
- Defects significantly increasing the hazards of fire, accident or other calamities
- Any violation of the city fire prevention code which constitutes a condition which is unsafe and especially dangerous to life
- Building and environs shall be kept clear of accumulations of garbage, trash, or rubbish, which creates health and sanitation issues
- Interior steps, railings, landings, porches or other parts or appurtenances, shall be maintained in such condition that they will not fail or collapse
- All windows shall be maintained free of broken or cracked glass that could be in danger of falling or shattering.

This is not the complete list, 26 items are listed as mandatory for non-residential buildings



Current overview of the process outlined in the Commercial Building Code § 12.40

CEO in this context is Code Enforcement officer
The arrows on the next 3 slides go in both directions – ideally, we will always be moving forward, however, to be realistic understand that steps may need to be dulipcated before compliance.



CEO in this context is Code Enforcement officer

CEO in this context is Code Enforcement officer

REVIEW PROCESS:
INTERNAL CODE ENFORCEMENT AND LEGAL STAFF
DOWNTOWN ECONOMIC VITALITY SUBCOMMITTEE,
DOWNTOWN ADVISORY BOARD

- Consider adopting downtown style guidelines from Gen H Comp Plan (pages 266-274)
- Want information-7th Avenue as local historical district like Main St. (pros/cons)
- Program to drive tenancy in downtown area
- Property list public
- Indicate property in process of repair
- Occupied buildings should comply with the code

7th Avenue as historical district – questions about what would change from how it is now, would it offer protection from building types not desired?
Spicer Green Building on the 200 block of N. Main Street

CITY COUNCIL CONSIDERATIONS & POTENTIAL NEXT STEPS

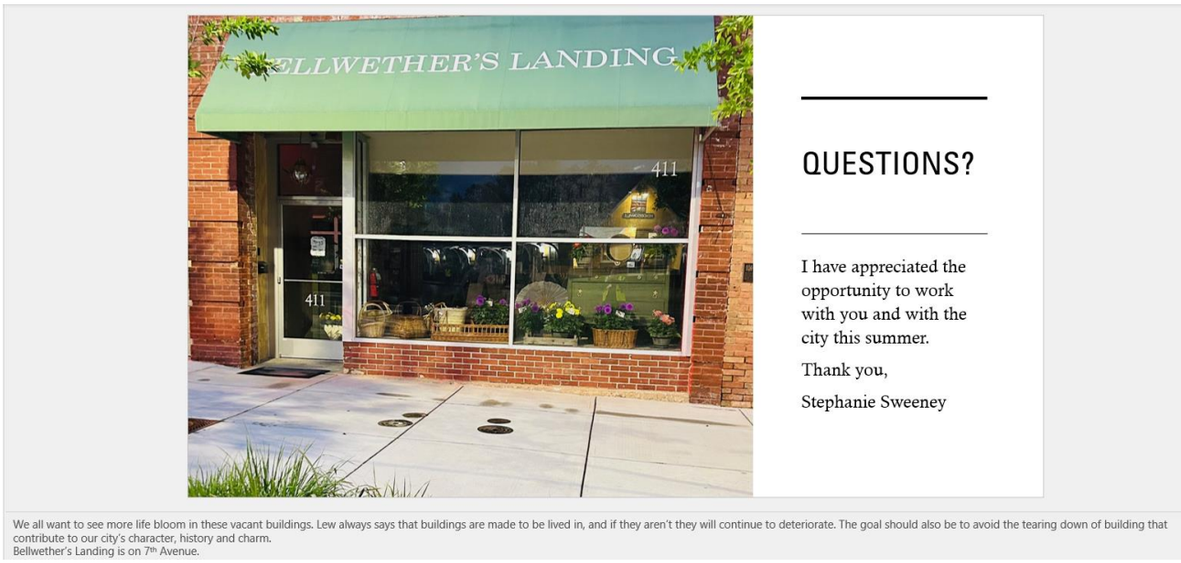
Institute a Business license:

- Flags: location moves, changes in building uses, locations near sensitive neighbors
- Education campaign for benefits of business license program.
- Incorporate business license with fire inspections, water accounts, permits

Best practices from research:

- Key Holder Requirements: agent must live within 40 miles of property, physically present within 2 hours for inspection, emergency
- Increase safety measures: egress lighting, motion sensors for vacant property

Privilege licenses were banned by State Legislature in 2015 (effective 2016). However, business licenses can still be implemented. A small administrative fee rolled up with the fire inspection fee is permissible.
Sensitive neighbors: schools, religious institutions
Key Holder requirements was listed with many of the cities I looked at regardless of registry use

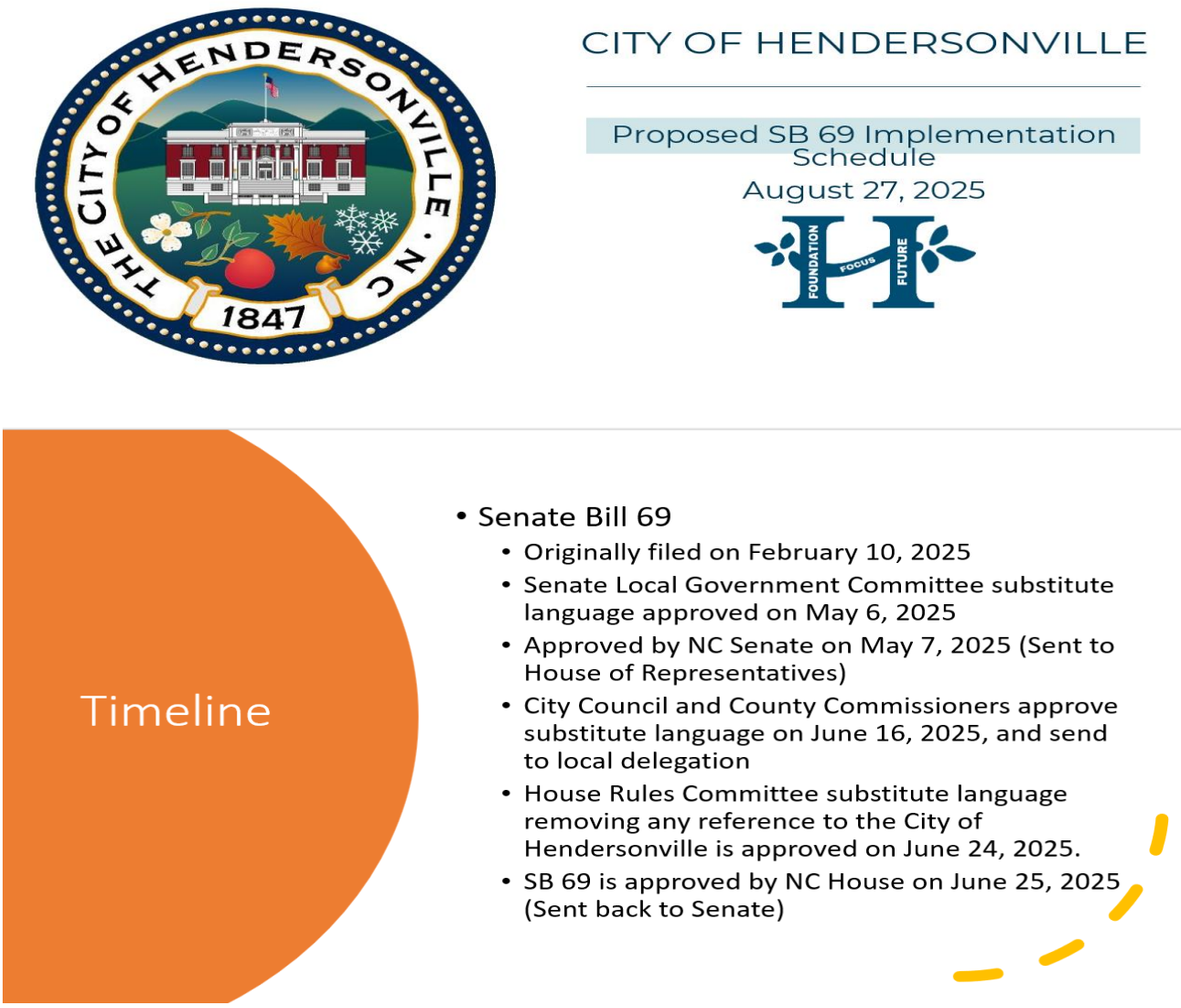


B. Shuffleboard Club Update – *Jay Fitzpatrick, President*

Mr. Fitzpatrick gave a brief update on the shuffleboard club and why it is so important to the Hendersonville community and especially seniors. He said the Whitmire Building (which was damaged during Hurricane Helene) fills a need for seniors between playing shuffleboard and bridge and building back the Whitmire building back to what it was begore the hurricane is the least expensive and it makes the best use of the facility because of the sheer number of local senior citizens that it serves. No other use can match the use of a combined bridge club/shuffleboard club/senior activities program.

C. Water and Sewer Commission Update – *John Connet, City Manager*

City Manager John Connet gave an update, timeline and implementation schedule on the proposed SB69 Implementation.



Timeline

- Henderson County proposes an Interim Interlocal Agreement for City Council approval on or about July 11, 2025.
- City reviews and provides comments back to County on July 14, 2025.
- Between July 14 – July 31, 2025, City staff has numerous conversations with legislators and local stakeholders regarding proposed SB 69 Substitute Language.
- City Manager requests County Commissioners not vote on Interim Interlocal Agreement on August 4, 2025.
- Hendersonville City Council approves Supplemental Interlocal Agreement on August 7, 2025.

Implementation Schedule – W&S Commission

- Establish Water and Sewer Commission
  - Approve Charter by October 2025
  - Recruit members – October 1, 2025 – November 30, 2025
  - Appoint members and chairperson – December 2025
  - First meeting of Commission – January 2026
- Water and Sewer Commission Membership
  - Non-political
  - Professional
  - Systemwide Representation
  - Paid (Stipend)

Implementation Schedule – Growth Mgt.

- Annexation Standards and Land Use Regulation –
  - Meeting of representatives prior to September 19, 2025

Implementation Schedule – Fire

- Rural Fire Department Contracts
  - Involve Henderson County Emergency Management
  - Contract execution - January 1, 2026
  - Contract effective date – July 1, 2026

Implementation Schedule – W&S Planning

- Initiate comprehensive water and sewer system planning immediately

Implementation Schedule – Rates

- Water and Sewer Rate Equalization
  - Equalized water rates – FY 2030
  - Equalized sewer rates – FY 2036

5. ADJOURN

There being no further business, the meeting was adjourned at 5:04 p.m. upon unanimous assent of the Council.

_____
Barbara Volk, Mayor

ATTEST:

_____
Jill Murray, City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer **MEETING DATE:** August 7, 2025

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Water and Sewer

TITLE OF ITEM: Intent to Lease City Owned Property at 129 Mitchelle Drive – *Adam Steurer, Utilities Director*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City of Hendersonville of Intent to Lease City Owned Real Property at 129 Mitchelle Drive.

SUMMARY:

The City of Hendersonville owns property located at 129 Mitchelle Drive, Hendersonville, NC 28792 for a water pump station. The property currently houses, in addition to the water pump station, an outdoor advertising sign owned by Lamar OCI South, LLC ("Lamar"). Lamar wishes to renew this lease for an additional ten-year period and the City does not need the space occupied by Lamar's sign during the proposed ten (10) year lease term.

BUDGET IMPACT: none

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

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

ATTACHMENTS:

1. Resolution

Resolution #___ ____

RESOLUTION OF INTENT BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO LEASE 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

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

WHEREAS, the City of Hendersonville intends to enter into a nonexclusive lease of the Subject Property to Lamar which will permit them to leave their outdoor advertising sign in place during the Lease term.

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

1. The City intends to authorize a lease renewal for the Subject Property to the advertising .
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. The City Council hereby declares its intent to authorize a lease at the regular meeting of August 7, 2025, upon the terms stated herein.
4. Staff shall advertise this Resolution in a newspaper of general circulation in Henderson County once, at least thirty (30) days prior to the October 2, 2025 regular City Council Meeting.

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: Caitlyn Gendusa **MEETING DATE:** 9/4/2024

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Public Works

TITLE OF ITEM: Approval of $35,000 Arbor Day Foundation Grant – *Caitlyn Gendusa, Public Works Superintendent*

SUGGESTED MOTION(S):

I move City Council adopt a Resolution by the City of Hendersonville City Council Accepting a Grant from the Arbor Day Foundation and the Truist Charitable Fund as presented.

SUMMARY:

The Arbor Day Foundation has awarded the City of Hendersonville with a $35,000 grant for tree planting in public spaces including parks and the right-of-way, and as tree giveaways in partnership with Hendersonville's Tree Board. A portion of the award will also fund the purchase/licensing of Tree Plotter software which is used to help manage the City's tree canopy.

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:

Arbor Day Foundation Grant Agreement

Resolution

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2025 Truist Hurricane Recovery Grant Program

City of Hendersonville Truist Hurricane Recovery Grant Program

JULY 2, 2025

Awardee Information

AWARDEE	**City of Hendersonville, NC**
FUNDING PARTNER	**Truist Charitable Fund**
AWARDEE PRIMARY CONTACT:	**Caitlyn Gendusa**
AWARDEE ADDRESS:	**160 6th Avenue East** **Hendersonville, NC 28792**
PROJECT LOCATION	**Hendersonville, NC**
PROJECT COMPLETION DATE	**December 31, 2025**
TOTAL AWARD AMOUNT:	**$35,000**

The Arbor Day Foundation (hereafter called ADF), and Truist Charitable Fund have jointly awarded a Truist Hurricane Recovery Grant award to the City of Hendersonville, NC, (hereafter called Awardee). This Award Agreement delineates the terms and conditions of this award.

In order to receive your award, complete this Award Agreement and return to ADF. Payment to Awardee is contingent on ADF receiving a signed Agreement, a completed W-9, proof of insurance, and Awardee's compliance with the terms of this Agreement. Your signature on this Agreement acknowledges your acceptance of all terms included in this Award.

The Arbor Day Foundation is partnering with Truist Charitable Fund to support your project. As a result, it is critical that the Foundation is made aware of any changes to your Project's scope, location, or timing as soon as possible.

1) **AWARDEE OBLIGATIONS**. Awardee will:

   a. Meet the goals and objectives of Awardee's Project in accordance with the Awardee's Truist Hurricane Recovery Grant Project proposal which is attached and incorporated into this Agreement.

   b. Notify ADF of any organizational changes occurring during the term of this award, including, but not limited to, changes in key personnel, address or other contact information, and/or changes in tax classification under the U.S. Internal Revenue Code;

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c. Adhere to a project timeline, culminating in the completion of the Project on or before December 31, 2025;

d. Provide regular updates to ADF staff and partners as applicable;

e. Plant and maintain trees in an amount equal to what is set forth in Awardee's Truist Hurricane Recovery Grant Project proposal;

f. Obtain all necessary permits and permissions for the Project, including securing long-term space maintenance plans, insurance, and legal land use zoning and permits;

g. Provide or ensure two years of maintenance and care for trees, to ensure healthy establishment;

h. Where applicable, promote the project using media in the local area in coordination with ADF and Truist Charitable Fund to recognize Truist Charitable Fund and other applicable partners;

i. Complete a Final Project Report including impact stories and high-quality photos & video clips no later than six months from the start date or December 31st, 2025, whichever comes first. All reporting, including photos and videos from events, will be completed and uploaded in Submittable-Arbor Day Foundation's online grant portal; and

j. Maintain records of expenditures of Award funds and make books, records, and personnel available to ADF and its agents as appropriate.

2) MODIFICATION OF PROJECT OR EVENT.

a. Within five (5) business days of becoming aware of any changes to the Project's scope, location, or timing, including the number of trees to be planted, Awardee must notify the Foundation of the changes. The Awardee will then work collaboratively with the Foundation to determine the need and/or scope for alternative Project plans.

If changes become necessary, they must be requested in advance and receive approval from ADF and Truist Charitable Fund.

b. Awardee will notify ADF immediately in the event that any of the following occur:

i) The Awardee is unable to use any portion of the Award funds for the intended purposes,

ii) The Awardee is unable to comply with any of the terms of this Agreement, or

iii) Any Award funds are used in a manner inconsistent with the terms of this Agreement.

c. If Truist Charitable Fund decides to postpone or reschedule the timeline for the award, project and/or Event Date with ADF for any reason, ADF may similarly postpone or reschedule the timeline for such award, project and/or Event Date hereunder with Awardee without liability.

3) INSURANCE. Awardee will maintain general liability insurance from an insurance company acceptable to ADF that is lawfully authorized to issue insurance in the jurisdiction where the Project site is located as will protect Awardee from claims that may arise out of or result from any business conducted by Awardee, any property that Awardee owns, other services that Awardee may provide or any other actions

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of Awardee necessary to complete the Project. This general liability insurance will include products and completed operations coverage, with limits of $1,000,000 per occurrence. Awardee shall also maintain workers compensation insurance with the statutory limits for the state in which the work is performed as well as employers' liability with policy limits of $500,000 each accident. Certificates of insurance together with copies of the endorsements naming ADF as an additional insured shall be delivered to ADF prior to Awardee's commencement of the Project and from time to time upon request of ADF. Any such policy maintained by Awardee will provide that it may not be terminated nor may coverage be reduced except after thirty (30) days' prior written notice to ADF.

4) AWARDEE REPRESENTATIONS. Awardee represents and warrants as follows:

a. Awardee owns the Project site or has legal authorization to utilize the site for the Project described in the Award application submitted by Awardee.

b. Awardee is familiar with the U.S. Foreign Corrupt Practices Act, U.K. Bribery Act, and other similar laws or regulations in other jurisdictions which otherwise apply and that it will not knowingly engage in any acts of bribery, extortion, fraud, deception, collusion, embezzlement, money-laundering, or any similar activity in relation to this Agreement. The Awardee will comply with all applicable laws, statues, regulations, and codes relating to anti-bribery, anti-money laundering, and anti-corruption.

c. Awardee does not support any direct or indirect terrorist financing, money laundering and/or any other criminal or illicit activities.

d. Awardee has policies that safeguard the health, wellbeing and human rights of its employees and individuals it serves, especially children, young people, and vulnerable adults, and can furnish proof upon request of compliance with all applicable national or local labor laws, including occupational, health and safety regulations.

e. Awardee has policies that prohibit discrimination on the basis of race, sex, gender identity or expression, color, religion, national origin, age, disability, sexual orientation, veteran's status or other legally protected personal characteristic or status. Awardee has policies against harassment and/or retaliation and outlines appropriate disciplinary measures in the event of violations.

f. Awardee will not use any Award funds or any interest earned thereon to:

i) Carry on propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"));

ii) Participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);

iii) Make any awards to individuals or organizations (unless pre-approved in writing by ADF).

iv) Pay any part of the Award funds to any ADF official, and Awardee acknowledges that no gifts or services were or will be rendered to ADF or any ADF official in exchange for this Award.

5) TERM AND TERMINATION.

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a. Term. This Agreement shall become effective on the date of the last party's signature and, unless terminated earlier in accordance with the provisions herein, shall remain in effect until January 31, 2026.

b. Notwithstanding anything stated herein, this Agreement shall terminate and all further disbursements or expenditures of the Award by Awardee shall cease if:

i) Any of the facts contained in Awardee's award proposal cease to be correct and accurate;

ii) If Awardee fails to comply with or perform any of the requirements of this Agreement

iii) Truist Charitable Fund notifies ADF of its decision to indefinitely postpone the award, project and/or Event Date. In such event, Awardee shall immediately return any unexpended portion of the Award to ADF, and ADF shall have no obligation to disburse any additional amounts payable under the Award, regardless of any claimed adverse effect on the programs or operations of the Awardee.

c. ADF reserves the right, in its sole discretion:

i) To withhold any payments provided for under this Award, to recover from the Awardee any unexpended Award funds, and, if the terms of this Agreement are violated by Awardee,

ii) to require restitution by the Awardee of any previously expended Award funds;

iii) To require the Awardee to take reasonable precautions to prevent any diversion of Award funds;

iv) To withhold any applicable taxes from any Award payments.

6) INDEMNIFICATION. Awardee shall indemnify, defend and hold harmless ADF and Truist Charitable Fund, as well as their respective trustees, directors, officers, employees, agents, successors and assigns (collectively, "Indemnified Parties"), from and against any and all claims, liabilities, losses, judgments, damages or expenses and charges of any kind or nature including interest, reasonable attorneys' fees and other costs, expenses and charges which any of the Indemnified Parties may at any time incur, sustain, or become subject to by reason of any third party claim, action, suit, demand or investigation arising out of (a) Awardee's acts or omissions related to the Project or the use of the Award Funds as well as the acts or omissions of any person claiming under Awardee; and (b) any breach, violation or nonperformance by Awardee or any person claiming under Awardee of any term, covenant or provision of this Award Agreement or any law, ordinance or governmental requirement of any kind.

7) PAYMENT

a. ADF will disburse the Truist Hurricane Recovery Grant Award funds in two payments.

i) The first payment of 80% of the awarded amount will be disbursed upon the return of an original signed Award Agreement, a completed W-9 form, and proof of insurance listing the Arbor Day Foundation as an additional insured.

ii) A final payment of the remaining 20% of the awarded amount will be disbursed upon satisfactory completion of the project and receipt of a final project report. Funds paid to Awardee, shall be

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used exclusively for the City of Hendersonville Truist Hurricane Recovery Grant Program, and project must be completed and reporting received on or before December 31st, 2025. The total payment will not exceed the Total Award Amount listed above.

8) PROMOTION

a. All marketing drafts must be sent to ADF to allow for adequate review, approval, and distribution timelines. Awardee may include the name and logo of ADF and Truist Charitable Fund on all project-related promotional materials with appropriate review and approval. All logos will be supplied to Awardee in a useable format. Awardee shall not assign or distribute the ADF or Truist Charitable Fund logos for any reason other than promotion of this award project. Awardee agrees not to alter either the ADF or Truist Charitable Fund logos in any way including color, fonts, ratio dimensions, background, and/or layout.

b. Awardee hereby authorizes Arbor Day to include its trademarks in mutually agreed-upon advertising copy, solely in connection with this Agreement, subject to prior review and approval of such use by Awardee which shall not be unreasonably withheld. ADF hereby authorizes Awardee to use ADF's trademarks (the "Arbor Day Marks") solely in connection with this Agreement, subject to prior review and approval. Except as otherwise expressly permitted hereby, neither party shall use the other party's Marks without the prior express written consent of such party.

c. Public announcements of the Award may be made by the Awardee, ADF, or Truist Charitable Fund. Any related press release, media alert, website posting, or other public announcements about the Program or the Award must acknowledge that the Awardee is a "proud partner of the Arbor Day Foundation," and that the Program is "made possible by partnership with the Arbor Day Foundation and Truist Charitable Fund. ADF and Truist Charitable Fund must review and approve any public announcements (fliers, original press releases, e-blasts, etc.) at least two weeks prior to distribution.

9) TREE CLAIMS. The Parties agree that the funding provided by the Foundation will in no way transfer full or partial ownership of the seedlings to the Foundation, and the Foundation hereby acknowledges that, once planted, all such trees shall be owned by the respective landowner engaged in the Project upon whose lands the trees are planted. However, the Parties agree that the Foundation will retain any and all rights to the tree planting claims including associated Environmental Attributes related to any trees planted pursuant to this Agreement. "Environmental Attributes" means any aspect, claim, characteristic or benefit associated with tree planting, including but not limited to, biodiversity and water benefits.

10) NOTICE. Any notice or communication required or permitted under this Agreement shall be in writing and may be sent by regular mail or email, to the following addresses:

AWARDEE: City of Hendersonville, NC
CONTACT NAME: Caitlyn Gendusa ADDRESS: 160
6th Avenue East ADDRESS: Hendersonville, NC
28792 EMAIL: cgendusa@hvlnc.gov

Docusign Envelope ID: D606CC8F-E819-4964-B1D0-95408EB685A8

Arbor Day Foundation
211 N. 12th St.
Lincoln, NE 68508
arborday.org

Arbor Day Foundation
Attn: Kristi Hurley
Address: 211 N.12th Street, Lincoln, NE 68508
EMAIL: Grants@arborday.org

11) MISCELLANEOUS.

a. This Agreement shall bind and inure to the benefit of the parties and their successors, but otherwise shall not be assignable by any party or transferable by operation of law or otherwise.

b. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Counterparts may be delivered via facsimile, electronic mail (including PDF or any other electronic signature complying with the U.S. Federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

c. This Agreement shall be governed by the laws of the state of North Carolina.

IN WITNESS WHEREOF, I, the undersigned, am authorized to enter into such an Agreement and hereto have caused this Agreement to be executed as of the day and year below within.

The Arbor Day Foundation

_____ _____

Dan Lambe
CEO, Arbor Day Foundation

Date

City of Hendersonville, NC

_____ _____

Brent Detwiler
Assistant City Manager, City of Hendersonville, NC

Date

Docusign Envelope ID: D606CC8F-E819-4964-B1D0-95408EB685A8

Arbor Day Foundation
211 N. 12th St.
Lincoln, NE 68508
arborday.org

City of Hendersonville, NC

Project Narrative and Budget

Organization Contact Name

Caitlyn Gendusa

Organization Contact Email Address

cgendusa@hvlnc.gov

Organization Address

305 Williams Street

Hendersonville, NC 28792

US

Please list the impacted county in which your project will take place.

Henderson

Which of the following categories best describe your community's remaining tree-related funding needs that resulted from Hurricane Helene? (Select all that apply)

- Tree planting (planting trees in public spaces, e.g. parks, right-of-way trees)

Describe the impact of Hurricane Helene on your community's trees.

We primarily lost large oaks and pines in our area. No corner of our city was spared from tree loss. We accumulated hundreds of thousands of cubic yards of debris. For a City our size, this is unheard of. The saturated ground combined with the high winds left swaths of the area denuded. For instance, our disc golf course alone lost over 340 trees. We had a 34% canopy coverage before the hurricane; unfortunately, we have not been able to secure a grant to determine the percentage of canopy lost due to the hurricane.

Describe your community tree program's unmet needs related to response and recovery from Hurricane Helene. How will you use these funds within the given timeline, to help meet those needs?

We will use all of the funds awarded to buy and plant trees. We will use contractors, volunteers, and staf to plant the trees. We will primarily use large and medium-sized trees that are wildlife- and pollinator-friendly. We will also use a portion of these funds to purchase tree canopy management software so we can utilize a more accurate analysis of the trees we lost, and the trees we need to replant. This software will also quantify the amount trees we will need to plant to meet our canopy percentage goals.

How will this grant help to pave the way for your community's recovery and long-term resilience to future natural disasters?

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Arbor Day Foundation
211 N. 12th St.
Lincoln, NE 68508
arborday.org

This grant would jump-start our tree planting initiatives. The first goal would be for the Tree Board to give away (250) 5-7 Gal trees at our local farmers market. The second goal would be to plant (111) 15-20 gallon trees in the parks, along our greenways, and in the downtown area. We will also purchase (3) large caliper specimen trees.

Total Budget

$35,000.00 USD

Estimated Cost for Trees

$22,700.00 USD

Please provide the itemization for your estimated tree costs. If you will not be purchasing trees, please type "NA"

250 5-7 Gallon Trees from Asheville Greenworks @ $20/tree = $5000; 111 15-20 gal trees @ $150/tree= $16,650; (3) 3-4” caliper trees @ $350/tree = $1050

Estimated Cost for Supplies

$0 USD

Please provide the itemization for your estimated supplies costs. If you will not be purchasing supplies, please type "NA"

Our Tree board will cover the cost of mulch and Hollytone fertilizer.

Estimated Cost for Contractual Expenses

$12,300.00 USD

Please provide the itemization for your estimated contractual costs. If you will not have contractual expenses, please type "NA"

111 Trees planted @ $30/tree= $3330; (3) @ $150 = $450; $8500/ Tree plotter software and post hurricane analysis

Estimated Cost for Rental Equipment

$0 USD

Please provide the itemization for your estimated equipment rental costs. If you will not have any rental costs, please type "NA"

N/A

Docusign Envelope ID: D606CC8F-E819-4964-B1D0-95408EB685A8

Arbor Day Foundation
211 N. 12th St.
Lincoln, NE 68508
arborday.org

After the completion of this project, would you be willing to share any insights you gain from this project with your peers in the Arbor Day Foundation's network via a future virtual presentation or written reflection?

- Yes

Resolution #__ ____

RESOLUTION BY THE CITY OF HENDERSONVILLE
CITY COUNCIL ACCEPTING A GRANT FROM THE ARBOR DAY FOUNDATION AND THE TRUIST CHARITABLE FUND

WHEREAS, the Arbor Day Foundation (the "ADF"), in partnership with the Truist Charitable Fund has established a grant that provides funding to entities for the planting of trees and related projects; and

WHEREAS, the ADF has agreed to award the City $35,000.00 to be used for planting trees in public spaces and for the licensing of tree canopy management software to assist the City in understanding where canopy has been lost and should be re-established; and

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

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

1. The City hereby accepts the grant from the Abor Day Foundation and to be used for tree planting in public spaces and for the licensing of tree canopy management software; and
2. The Assistant City Manager, Brent Detwiler, is authorized to execute the Grant Agreement, with such changes as he deems appropriate, provided they are consistent with the terms of this Resolution.

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 Murry, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

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

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

TITLE OF ITEM: State Reserve Grant Funding Offer Acceptance to Support the Sewer Collection System AIA Master Plan Update Project – *Devin Owen, Utilities Engineer*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City Council to Accept a State Reserve Grant Funding Offer from the North Carolina Department of Environmental Quality to perform an Asset Inventory and Assessment Study to support the Sewer Collection System AIA Master Plan Update Project.

SUMMARY:

In October 2024, City Staff applied for an Asset Inventory and Assessment (AIA) grant from the North Carolina Department of Environmental Quality's Division of Water Infrastructure (NCDEQ's DWI).

On July 28th, 2025 the City received a letter from NCDEQ offering a State Reserve Grant in the amount of $150,000 to perform an Asset Inventory and Assessment (AIA) study to support the Sewer Collection System AIA Master Plan Update Project. The attached resolution serves as a formal acceptance of the offer of funding.

The grant includes a 1.5% administrative fee ($2,250) payable to NCDEQ's DWI.

BUDGET IMPACT: $2,250 (In exchange for receiving $150,000 grant)

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

If no, describe how it will be funded. Funds are allocated through a GPO. Project #24010.

ATTACHMENTS:

1. Resolution
2. SRP Funding Offer Letter (AIA-W-0311)

Resolution # -____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT A STATE RESERVE GRANT FUNDING OFFER FROM THE NORTH CAROLINA DEPARTMENT OF ENVIRONMENTAL QUALITY TO PERFORM AN ASSET INVENTORY AND ASSESSMENT STUDY TO SUPPORT THE SEWER COLLECTION SYSTEM AIA MASTER PLAN UPDATE PROJECT

WHEREAS, the North Carolina General Statutes Chapter 159G has created Asset Inventory and Assessment (AIA) grants to assist eligible units of government with meeting their water infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Reserve Grant in the amount of $150,000 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

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

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

1. The City of Hendersonville does hereby accept the State Reserve Grant offer of $150,000.

2. That the City of Hendersonville does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

3. That Adam Steurer, Utilities Director, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

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

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Docusign Envelope ID: 640A0647-8EF1-42DA-9816-02F701D55A10

JOSH STEIN
Governor
D. REID WILSON
Secretary
SHADI ESKAF
Director

NORTH CAROLINA
Environmental Quality

July 28, 2025

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

SUBJECT: SRP Funding Offer
Collection System AIA Master Plan Update
Project No. AIA-W-0311

Dear Mr. Steurer:

The City of Hendersonville has been approved for funding assistance according to the subject funding offer. This offer is made subject to the Assurances and Conditions set forth in the Offer and Acceptance Document. Enclosed are two (2) copies of an offer-and-acceptance document, extending funding in the amount of $150,000. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items via Laserfiche at the following link: https://edocs.deq.nc.gov/Forms/DW-Document-Upload-Form.

1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for SRP Projects. **Please retain the second copy for your files.**

2. 1.5% Fee invoice (attached) and payment.

3. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.

4. Sales Tax Certification, if applicable (attached).

5. One (1) copy of all executed service agreements and/or contracts.

All work associated with this project must be completed within the approved milestone schedule as shown on your Letter of Intent to Fund or per the latest approved Funding Deadline Extension.

Docusign Envelope ID: 640A0647-8EF1-42DA-9816-02F701D55A10

Once the subject project has commenced, the enclosed "AIA/MRF Disbursement Request Form" must be completed and submitted with each disbursement request along with the associated invoices, sales tax certificate (if applicable), and project progress reports. A reference copy of the Disbursement Request Form has been enclosed for your convenience. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI's website under the "I Have Funding – Construction and Disbursement" page.

Please be aware that all Disbursement Requests must be submitted through the Division's EBS system as of **July 1, 2025**. If you have not already, you will be required to apply for an NCID log-in in order to access our EBS system. You can find all the appropriate information for gaining access to the EBS system on our website at the following link: https://www.deq.nc.gov/construction-disbursement-funds.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this form no later than the time when you choose to submit your first request for disbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of SRP funds, made available by the North Carolina Water Infrastructure Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Catherine Renbarger at catherine.renbarger@deq.nc.gov or (919) 707-3198.

Sincerely,

DocuSigned by:
Shadi Eskaf
6300A872077B4C5...

Shadi Eskaf, Director
Division of Water Infrastructure, NCDEQ

Enclosures:
Offer-and-Acceptance Document (2 copies)
1.5% Fee Invoice
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Sales Tax Certification Form
AIA/MRF Disbursement Request Form

CC:
Adam Steurer, PE; Utilities Director; asteurer@hvlnc.gov
Devin Owen, PE; City of Hendersonville; dowen@hvlnc.gov
Adam Sharpe, HDR, Inc. (Raleigh, NC); adam.sharpe@hdrinc.com
Anita Spencer (via DocuSign)
DWI Administrative Unit (via DocuSign)
Catherine Renbarger (via DocuSign)
Matthew Rushing, EI (via DocuSign)
Victor D'Amato, PE (via Docusign)
DEQ.DWI.FundingOffer@deq.nc.gov
FILE: SRP Agreement Number 2000081933

Docusign Envelope ID: 640A0647-8EF1-42DA-9816-02F701D55A10

STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE

Funding Offer and Acceptance

Legal Name and Address of Award Subrecipient

City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

Project Number: **AIA-W-0311**

UEID: **PNGBNJ8ALA81**

Funding Program

Drinking Water ☐	**Wastewater** ☒	**Total Grant Offered**
Distressed ☐	**Not Distressed** ☒	
SRP Asset Inventory & Assessment Grant (AIA)	☒	**$ 150,000**
SRP Merger/Regionalization Feasibility Grant (MRF)	☐	

Project Name:

Collection System AIA Master Plan Update

Total Financial Assistance Offer: **$ 150,000**

Match Percentage (20%) *: **$30,000**
(includes 1.5% Fee)

1.5% Fee:** **$ 2,250**

**Match percentage is based on the number of LGU indicators exceeding the state benchmark and the grant amount.*
***1.5% fee is calculated based on the grant amount.*

Pursuant to North Carolina General Statute 159G:

- The Subrecipient is eligible under State law,
- The project is eligible under State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure**
North Carolina Department of Environmental Quality

DocuSigned by:
Shadi Eskaf
6300A872077B4C5...
Signature

7/29/2025
Date

On Behalf of (Applicant): _____
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE SUBRECIPIENT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature

Date

Docusign Envelope ID: 640A0647-8EF1-42DA-9816-02F701D55A10

STANDARD CONDITIONS AND ASSURANCES FOR SRP AIA GRANTS

1. The Subrecipient acknowledges that no disbursements will be made until the 1.5% fee has been received by the Division of Water Infrastructure (Division).
2. If the project is co-funded with Federal funding sources (e.g., State Revolving Funds, CDBG-Infrastructure, American Rescue Plan Act), the conditions and assurances of the Federal funding program will also apply.
3. The Subrecipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
4. All projects must comply with North Carolina General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying Services. Any services provided that were not selected in compliance with state requirements will be ineligible for disbursement.
5. The Subrecipient is responsible for paying for ineligible project costs as determined by the Division.
6. The Subrecipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records must be maintained during the project and these records must be retained and made available for a period of at least three (3) years following completion of the project.
7. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs and grant match, and the Subrecipient's compliance with the conditions and assurances of this grant. Requests for disbursement must be made using the Division's disbursement form.
8. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Subrecipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Subrecipient is expected to uphold its contract obligations regarding timely payment.
9. Payment of the sums specified herein are subject to and contingent upon the availability, allocation, and appropriation of funds to the Department of Environmental Quality by the State or Federal government.
10. The Subrecipient, if a local government unit or public authority, must comply with the requirements of NC GS 159-34 in having its accounts audited each fiscal year and to submit a copy of the audit report to the Secretary of the Local Government Commission by the established deadlines. Failure to comply with these requirements may result in delays in disbursement of the funds to the Subrecipient and/or the rescission of this Funding Offer.
11. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
12. The Subrecipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
13. The Subrecipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
14. The Subrecipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
15. The Subrecipient must provide approved minutes or a resolution confirming the final report has been presented to the Subrecipient's governing board.
16. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Condition and Assurance Nos. 12, 13, and 14. After receipt of this documentation, the final disbursement request will be processed.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

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

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

TITLE OF ITEM: Engineering Services to Support the Sewer Collection System AIA Master Plan Update Project – *Devin Owen, Utilities Engineer*

SUGGESTED MOTION(S):

I move City Council to adopt the Resolution By the City Council to select HDR, Inc. as most qualified to provide engineering services and authorize the City Manager To Enter Into a Contract for Engineering Services to support the Sewer Collection System AIA Master Plan Update Project.

SUMMARY:

The Sewer Collection System AIA Master Plan Update Project will serve as a roadmap for the City to properly maintain and improve the Sewer system. The Project also identifies and prioritizes capital improvement projects so the collection system can adequately serve current and future sewer demands. The City strives to follow industry best practices by updating its Master Planning documents every 5 years.

Staff completed a qualifications-based selection process for Professional Engineering Services and have selected the engineering firm HDR, Inc. as most qualified to provide the services and negotiated a scope of work and fee from HDR, Inc. to provide engineering services to support the project.

BUDGET IMPACT: $ 368,500

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

If no, describe how it will be funded. Funds are allocated through a GPO. Project #24010.

ATTACHMENTS:

1. Resolution
2. Qualification Statement Evaluation Summary
3. Scope of Services

Resolution # -____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ENTER INTO A CONTRACT FOR ENGINEERING SERVICES TO SUPPORT THE SEWER COLLECTION SYSTEM AIA MASTER PLAN UPDATE PROJECT

WHEREAS, the City owns and operates a public sewer collection system that serves a population of approximately 33,000 in the City and surrounding area; and

WHEREAS, the City's current Sewer Collection System Master Plan (Master Plan) was prepared in 2019; and

WHEREAS, the Master Plan serves as a roadmap for the City to properly maintain and improve the Sewer system. The Master Plan also identifies and prioritizes capital improvement projects so the collection system can adequately serve current and future sewer demands; and

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

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

1. HDR, Inc. is most qualified to provide professional engineering services for the project, as recommended by Staff.
2. The scope of professional engineering services from HDR, Inc. is approved in the not-to-exceed amount of $368,500.
3. The City Manager is authorized to execute an agreement with HDR, Inc. consistent with the terms of this Resolution, as approved by the City Attorney.

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

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

SOLICITATION EVALUATION SCORECARD

Engineering Services for the City of Hendersonville Sewer Collection System Asset Inventory Assessment and Master Plan Update

REQUEST FOR PROPOSAL # 240107155001

EVALUATION CRITERIA		Bolton & Menk	Garver	Hazen	HDR	McKim & Creed	WithersRavenel
A. EVALUATION CRITERIA #1	Project Team Qualifications [35 Possible Points]	31.00	31.33	34.00	34.00	33.67	32.67
B. EVALUATION CRITERIA #2	Project Approach and Management [15 Possible Points]	10.00	10.67	12.67	13.00	12.67	13.00
C. EVALUATION CRITERIA #3	Similar Projects [40 Possible Points]	30.33	31.33	33.67	36.00	32.00	32.00
D. EVALUATION CRITERIA #4	Timely Service/Efficiency [10 Possible Points]	7.33	8.00	5.33	8.00	7.00	6.00
FINAL SCORES AND RANKINGS	TOTAL SCORE	78.67	81.33	85.67	91.00	85.33	83.67
	RANK	6	5	2	1	3	4

		Bolton & Menk	Garver	Hazen	HDR	McKim & Creed	WithersRavenel
REVIEWER #1:	A.	33	32	35	35	35	35
	B.	10	10	12	13	13	15
	C.	31	32	33	35	30	30
	D.	5	6	3	5	7	0
	Total Score	79	80	83	88	85	80
	Rank	6	4.5	3	1	2	4.5
REVIEWER #2:	A.	30	31	34	33	33	32
	B.	10	11	14	14	13	13
	C.	30	30	35	36	32	33
	D.	10	10	5	10	5	10
	Total Score	80	82	88	93	83	88
	Rank	6	5	2.5	1	4	2.5
REVIEWER #3:	A.	30	31	33	34	33	31
	B.	10	11	12	12	12	11
	C.	30	32	33	37	34	33
	D.	7	8	8	9	9	8
	Total Score	77	82	86	92	88	83
	Rank	6	5	3	1	2	4

All electronic copies received prior to the 5/5/2025 at 1:00 PM EST deadline.

EXHIBIT B

SCOPE OF SERVICES

City of Hendersonville Sewer Collection System AIA Master Plan Update

1 Reference

The City of Hendersonville (City) is the grantee of Asset Inventory and Assessment (AIA) funding, awarded during the Fall 2024 funding cycle, for a Sewer Collection System AIA Master Plan Update. The Sewer Collection System AIA Master Plan Update project will be led by Devin Owen from the City and Adam Sharpe from HDR Engineering, Inc. of the Carolinas (HDR).
Their contact information is provided below.

Devin Owen, PE
Utilities Engineer
Phone: 828-573-4303
dowen@hvlnc.gov

Adam Sharpe
Project Manager
Phone: 919-985-8921
adam.sharpe@hdrinc.com

2 Introduction

Aging infrastructure, inflow and infiltration, lack of sewer capacity, and continuous growth present challenges for a community committed to providing reliable, sustainable, high-quality, and affordable wastewater services. The City is proactively responding by initiating a Sewer Collection System Master Plan (CSMP) update project to guide utility infrastructure management.

The CSMP project is intended to identify and prioritize sewer collection system improvements, including rehabilitation and replacement projects, as well as expansion projects, to meet future regulatory requirements, enhance system resiliency, maintain reliability, and meet customer needs. The services will follow the guidance provided in the Water and Wastewater Utility Evaluation Guidance Document: Asset Inventory & Assessment, Capital Cost, and Operating Cost Analyses (HDR 2020, updated DWI, 2022). Additionally, the CSMP will provide documentation of the system and its operation, and be a holistic evaluation of the existing collection system's performance and needs. This effort is envisioned as a roadmap for short-term and long-term wastewater infrastructure capital improvement planning.

The project will build and expand upon the initial AIA prepared for the City by Black & Veatch in 2019 by capitalizing on the improved accuracy of GIS data to further characterize aging infrastructure and newly added or replaced infrastructure. The prior master plan model will be used as a basis for the development of a new hydraulic model of the system and the creation of a tool for planning efficient conveyance solutions.

3 Project Tasks

Task 1 – Sewer Collection System Data & Infrastructure Review

The purpose of this task is for HDR to facilitate the project kickoff, data collection, and review of existing data for the City's sewer collection system that will inform subsequent phases of the project. HDR will perform the following:

A. Project Kickoff

HDR will facilitate a project kickoff workshop with the City's team. Planning team participants will be identified at this workshop, including the City's management, operations, and field staff. Kickoff workshop objectives include:

- Review project scope and schedule
- Define project goals, objectives, critical success factors, and desired outcomes
- Document strategic decisions for the future of the City's collection system infrastructure, which are (1) declared, (2) to be addressed in the CSMP, and (3) will not be addressed in the CSMP
- Define team member roles and responsibilities, and modes of communication

B. Data Request

HDR will request relevant utility data, documents, and reports to support the development of the CSMP. HDR will develop a data request to include the following general items related to the wastewater collection system:

- 2019 Master Plan and AIA
- Water System Master Plan
- Biosolids Master Plan
- Collection system GIS database files
- Water meter GIS database files, as well as associated water consumption
- Available data (SCADA or manually logged) for wastewater pump stations for the most recent, available 24 months
- Current wastewater collection system permits
- Current wastewater collection system models
- Sanitary sewer overflow (SSO) database
- Near-term development (capacity requests) documentation
- Computerized Maintenance Management System (CMMS) documentation, including asset hierarchy, work history reports
- Gravity sewer main CCTV inspection data
- Capital Improvement Plan, including asset renewal and replacement projects

It is noted that HDR has several of the items listed above, though the information provided may not be complete, comprehensive, or final. HDR's data request will target only information that HDR has not received as a final version.

C. Data Gap Assessment and Addressing Gaps

HDR will review existing utility data to identify gaps in the City's current database of manhole locations, rim elevations, and invert elevations. HDR will develop a gap closure plan to target areas for data collection within the collection system. As part of the implementation of the gap closure plan, HDR will gather field survey data of manhole rim elevations, inlet invert elevations, and outlet invert elevations for manholes determined to be critical to the modeling effort and missing the aforementioned data. Manholes will be identified in new areas being added to the hydraulic model with the greatest risks score, based on the 2019 master plan, and areas with the greatest potential for infiltration and inflow.

D. Pump Station Assessments

HDR will perform field condition assessments of up to 10 most critical pump/lift stations within the City's collection system. These assessments will document the visual condition of the site, structure, equipment, and accessories at each station, resulting in an overall condition rating. The condition assessment process will be standardized so it can be repeated by City O&M staff for the remaining pump stations.

TASK 1 DELIVERABLES

- Staff interview notes
- Kick-off Workshop agenda and summary
- Field survey results in Microsoft Excel for GIS dataset updates
- Pump station assessment results in Microsoft Excel

TASK 1 ASSUMPTIONS

- The project kickoff workshop is planned as a 2-hour kickoff meeting with staff to introduce the project team, establish lines of communication, and review the scope of services and project schedule.
- Workshop will be held at the City's facilities. The City will assist HDR with scheduling and reserving the workshop venue. The Task 1 kickoff workshop is anticipated to be attended by up to three HDR staff. The workshop will be scheduled at least two weeks in advance.
- The City will provide data as requested by HDR.
- Data, where applicable, is available in Excel or .csv format.
- GIS data includes horizontal and vertical attributes for manholes, pipes, and force mains.
- City staff will accompany one (1) HDR staff for the completion of the pump station assessments; City staff will complete the assessment of pump stations beyond the 10 most critical stations.

Task 2 – Hydraulic Model Development, Calibration, and Evaluations

HDR will develop, calibrate, and validate the City's sewer collection system hydraulic model in InfoWorks ICM. The general hydraulic modeling effort will include:

A. Flow Monitoring

HDR will recommend approximately 8 locations within the gravity sanitary sewer collection system for the collection of continuous flow monitoring data. Flow monitoring sites will coincide with the previous master plans' 8 locations; the flow monitoring period will be 3 months in duration and will include up to 3 rain gages.

This task includes reviewing the proposed locations and previous monitoring to confirm suitable hydraulic conditions, access, safety, and other issues that may affect data quality and suitability. Suitable equipment will be selected to suit the application to provide accurate and reliable flow data. Flow meters will be designed to measure flow in sanitary sewer pipes under free-flow and surcharged conditions and include depth and velocity sensors. Each monitoring site shall have wireless telemetry for the purposes of monitoring and maintaining the sensors and responding in a timely fashion in the event of disturbance or alarms.
Monitors will be removed at the conclusion of the study. Damage or disturbance from the installation and operation of the flow monitors or rain gauges will be repaired.

Where available and possible, pump drawdown tests and run-time data will be used to refine flow contribution from areas of the system not specifically monitored.

3.1.1 Hydraulic Model Development

HDR will update the 2019 Master Plan hydraulic model, including model software migration to InfoWorks ICM, physical network expansion, and loading updates. The model, GIS updates, and survey completed as part of this project will serve as the basis for the model development. For the purposes of this task, the City shall provide the following (as requested in Task 1):

- The 2019 Master Plan hydraulic model
- Available system GIS database
- Record drawings of new infrastructure or information not included in GIS, including at a minimum: ground and invert elevations, details of inverted siphons, pump station details, pump curves, and force main details.
- Water billing data by meter and all sewer-specific billing/metering data to allocate flows spatially throughout the system.
- Wastewater treatment plant influent flows, including influent pump station SCADA records

B. Hydraulic Model Calibration and Validation

Utilizing data provided by the Flow Monitoring task and provided by the City (SCADA and wastewater treatment plant flows), HDR will complete hydraulic model calibration for dry weather and wet weather flows.

- Calibration of the dry weather flows will be based on flow meter data.
- Wet weather flows will be analyzed for rainfall-derived inflow/infiltration for input into the hydraulic model.

- Wet weather response validation will be completed with up to three (3) rainfall events recorded at the nearest rain gauge, either permanent or provided during flow monitoring.

C. System Performance Criteria Development

HDR will work with the City to define the performance criteria that will trigger the identification of system deficiencies. An evaluation (or trigger criteria) will be developed, followed by a specific design criterion, and each will be associated with a specific, defined wet weather storm event. The criteria could include a range of performance criteria or service factors, including, but not limited to:

- Level of pipe surcharge (depth over diameter criteria)
- Flow velocity
- Percentage of total pipe/pump station capacity

D. Flow Projections

HDR will develop wastewater flow projections through the Master Plan planning period, 2025-2045. The starting point for these projections will be the City's Biosolids Master Plan and the Water System Master Plan, which utilized traffic analysis zone (TAZ) population and employment projections. The TAZ level detail will allow the flow projections to be summarized at different levels of spatial detail, including TAZ, sewer basin, and service area.

Current water meter billing data will be analyzed to determine the wastewater return unit factors to combine with the population and employment projections to develop average day and maximum monthly average day wastewater flow projections. Near-term flow projections will be informed by the development information provided by the City and other service area partners.

E. Existing and Future Conditions Analysis

HDR will develop baseline and future flow scenarios based on the wastewater flow projection developed in Task 2.D to aid in the analysis of existing and future capacity conditions within the sewer collection system, including:

- Analysis of inflow/infiltration patterns to identify candidate subcatchments for targeted investigation and R&R.
- Evaluation of system infrastructure for both existing conditions and the future flow scenarios using the performance criteria (evaluation and design criteria) defined by the City. Deficient infrastructure will be identified, and replacement or parallel infrastructure will be evaluated to eliminate the deficiency.
- As part of the Future Condition Analysis, HDR will identify line extensions that will route future flow from undeveloped portions of the long-term sewer services area for the City to (1) include flows in the hydraulic model (via routing to discharge locations, manholes) and (2) to provide a conceptual layout of potential infrastructure requirements to serve these areas without infrastructure currently.

TASK 2 DELIVERABLES

- Draft and Final Sewer Collection System Hydraulic Modeling Technical Memorandum
- Calibrated Hydraulic Model in AutoDesk InfoWorks ICM (Transportable Database)
- Model Training for City staff

TASK 2 ASSUMPTIONS

- GIS data, record drawings, and documentation provided will be used as-is. Survey data collected in Task 1 will be used for the model development.
- All new infrastructure missing critical data will be identified by the City and all record drawings will be provided to HDR for inclusion in the hydraulic model if not already integrated into the City's GIS data.
- The future condition analysis will be completed for up to three future planning years.
- The hydraulic model will only include City-owned infrastructure:
    - Infoworks ICM inference tools will be used to address any missing invert/slope data for gravity mains; invert data will be flagged to reference data sources (ex. as-built, survey, inferred).
    - Pump stations with pump curve or drawdown information will be included in the model.
    - Private pump station loading will be approximated with loading assumptions.

Task 3 – Risk Prioritization and Asset Management Planning

HDR will build on the insights from the AIA prepared for the City by Black & Veatch in 2019 by incorporating new information into a risk prioritization framework for the sewer collection system and using this prioritization to identify high-risk assets and develop R&R projects. The risk- based prioritization process will be used to identify and evaluate project criticality, while also generating group collaboration and a decision framework for project ranking.

A. Risk Prioritization Framework

HDR will further develop a risk prioritization framework to identify the likelihood and consequence of failure of the gravity sewer mains, force mains, and pump stations within the collection system; this process will leverage condition data from inspections completed for and/or by the City, as well as inspections completed as part of Task 1.

B. R&R Project Identification

Using the risk prioritization and input from O&M staff, R&R and system investigation projects will be identified to be coordinated and integrated with project recommendations from the prior tasks.

TASK 3 DELIVERABLES

- Updated risk prioritization framework
- Summary of assets by risk score
- ESRI ArcGIS Online dashboard for risk prioritization

TASK 3 ASSUMPTIONS

- Wastewater collection system data is available in electronic (tabular or GIS) format, attached to a pipe and with the date of the event (SSO, cleaning, and CCTV).

- HDR will not perform field data collection beyond the task identified in Task 1.

Task 4 – Capital Improvement Plan Development and Master Plan Documentation

A comprehensive 20-year capital improvements plan (CIP) will be developed to address current and future sewer collection system deficiencies identified in the preceding evaluations, spanning the range of capacity, regulatory, resiliency, asset management/R&R, and operational improvement drivers. Project triggers will be identified for capital projects.

A. 20-Year Capital Improvement Plan and Cash Flow Analysis

HDR will compile the recommended projects into a sewer collection system capital improvement plan in Microsoft Excel, ordered based on the timing of need for the projects.

- HDR will develop project opinions of the probable construction cost for recommended projects.
- Project costs will be categorized by planning, design/permitting, and construction over multiple years in the cash flow analysis.

B. Master Plan Document

HDR will draft a Sewer Collection System Master Plan (CSMP) document to incorporate the various elements of this project into a single formal document. The CSMP will be structured to:

- Summarize all evaluation processes completed over the project, as well as the project identification process and results
- Outline steps needed to implement recommended improvements
- Provide a phased schedule for the implementation of projects

In addition to the CSMP report document, HDR will develop capital project summary sheet (1-page) and an ESRI ArcGIS Online dashboard that will provide ready access to master planning documentation and visualization of the risk assessment results and capital project recommendations.

TASK 4 DELIVERABLES

- Capital Improvement Plan Cash Flow Analysis (in Microsoft Excel)
- Draft and Final CSMP Report
- CSMP Summary presentation
- ESRI ArcGIS Online dashboard, expanded from Task 3 to include all CSMP recommended capital projects and CSMP documentation

TASK 4 ASSUMPTIONS

- Workshop will be two hours in length and held at the City’s offices
- The City will review the Draft CSMP and return comments in two weeks
- The Draft CSMP will be an electronic deliverable (PDF)
- The Final CSMP will be delivered electronically (PDF), along with 4 printed copies

- Project triggers will be defined for capital projects where a meaningful trigger can be defined and the trigger provides input to an adaptive decision making process.
- ESRI ArcGIS Online dashboard will be a maximum of 3-4 maps/tabs and developed within the City's ArcGIS environment for internal (or external) publication by the City. The City will provide access for the dashboard development.

4 Meetings and Deliverables Summary

The following section outlines project meetings and deliverables by task. In addition to points of contact specified in Section 1, the North Carolina Department of Environmental Quality - Division of Water Infrastructure (DWI) will be copied on the draft and final deliverables.

Table 4-1 Project Meetings and Deliverables by Task

	Meetings	Deliverables
Task 1	• Project kickoff workshop • Interviews with wastewater operations staff	• Staff interview notes • Workshop agenda and summary • Survey results in Microsoft Excel for GIS dataset updates • Pump station assessment results in Microsoft Excel
Task 2	• System performance criteria workshop • Connectivity review of the hydraulic model meeting • Future growth and development review meeting (with Advisory Board and City Partners) • Review of system deficiencies and proposed solutions workshop • Model training (virtual)	• Draft and Final Sewer Collection System Hydraulic Modeling technical memorandum will be provided detailing the model development, assumptions used, calibration and validation results, a listing of deficient infrastructure, and recommended improvements
Task 3	• Risk prioritization framework collaboration workshop • Risk findings workshop	• Updated risk prioritization framework • Summary of assets by risk score • ESRI ArcGIS Online dashboard, for risk prioritization results
Task 4	• Review of the Capital Improvement Plan project workshop • Draft CSMP review workshop • Presentation to City Council • Presentation to Advisory Board (virtual)	• Capital Improvement Plan Cash Flow Analysis (in Microsoft Excel) • Draft Master Plan submitted to the City for review. • Final Master Plan incorporating all comments. • Summary presentation for the City's use for communicating with the City Council or similar purposes • ESRI ArcGIS Online dashboard, expanded from Task 3 to include all CSMP-recommended capital projects and CSMP documentation

Workshop Meeting Coordination Assumptions:

- Project kickoff workshop, interview with sewer operations, and system performance criteria workshop will all happen in the same timeframe and trip.
- Future growth and development review meetings and the risk prioritization framework collaboration workshop will happen in the same timeframe and trip.
- Review of system deficiencies and proposed solutions, and the risk findings workshop will happen in the same timeframe and trip.
- The connectivity review of the hydraulic model and the review of capital project workshop will be virtual meetings.

5 Project Compensation and Schedule Summary

Table 5-1 provides a summary of the project estimated compensation and schedule for all tasks identified in Section 3. Table 5-2 project compensation by funding source. Compensation will be on a time and materials basis in accordance with the Fee Schedule in Exhibit C, and invoices will be submitted to the City on a monthly basis. Fees can be shifted between tasks with written approval from the City.

Table 5-1 Project Compensation and Schedule Summary by Task

	Estimated Task Fee	Task Duration (months)
Task 1	$70,900	4 months
Task 2	$167,600	8 months
Task 3	$50,600	3 months
Task 4	$79,400	4 months
Project Not to Exceed	**$368,500**	**14 months**

Note: Tasks 1-3 will have concurrent service, and total project duration accounts for task overlap.

Table 5-2 Project Compensation by Funding Source*

	NCDWI AIA Grant Funding	City Funding	Task Fee
Task 1	$40,500	$30,400	$70,900
Task 2	$45,300	$122,300	$167,600
Task 3	$25,000	$25,600	$50,600
Task 4	$39,200	$40,200	$79,400
Project	**$150,000**	**$218,500**	**$368,500**

* The amounts in table 5-2 above are estimates and actual compensation shall be in accordance with the Fee Schedule in Exhibit C.

EXHIBIT C
Hourly Fee Schedule for the Work

The total fee for the completion of all Work contained in the Scope of Services **shall not exceed $368,500.00**, including all reimbursable expenses, which shall be billed at the Firm's actual costs.

HDR's hourly fee schedule includes labor, overhead, and profit and is summarized in the table below.

HDR Hourly Rate / Compensation Schedule

Job Classification	Standard Hourly Rate ($/hour)
Project Principal/Senior Technical Specialist/ Senior Project Manager	$250 - $325
Project Manager	$230 - $300
Process/Technical Specialist/Technical Advisor	$170 - $300
Senior Civil Engineer	$190 - $250
Civil Engineer	$145 - $190
Senior Electrical Engineer	$225 - $275
Electrical Engineer	$160 - $215
Senior Controls Engineer	$230 - $280
Controls Engineer	$175 - $230
Senior Mechanical Engineer	$200 - $275
Mechanical Engineer	$160 - $200
Senior Structural Engineer	$215 - $280
Structural Engineer	$155 - $215
Senior Consultant/Senior Hydraulic Modeler	$260 - $310
Senior Utility Management Consultant	$210 - $280
Utility Management Consultant/Hydraulic Modeler	$165 - $210
Junior Utility Management Consultant	$120 - $165
Senior Architect	$215 - $280
Architect	$155 - $215
Resident Project Representative	$130 - $190
Regulatory & Funding Lead	$250 - $270
Senior Cost Estimator	$215 - $280
Cost Estimator	$150 - $215
Project Controls	$100 - $180
Admin/Clerical	$90 - $120
Accountant	$90 - $160

Notes:

1. Mileage reimbursement at the current IRS rate.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brent Detwiler **MEETING DATE:** September 4, 2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Water/Sewer

TITLE OF ITEM: French Broad River Intake Project Change Order 6, 7, 8 Summary – *Brent Detwiler, Assistant City Manager - Public Services*

SUGGESTED MOTION(S):

I move that City Council resolve to approve the Change Orders 6 through 8 to the Crowder Construction Company agreement for the French Broad River Intake Project and to authorize the City Manager to execute the Change Orders for said work; as presented and recommended by staff.

SUMMARY:
Several items have been identified by staff that should be added to the French Broad River Intake and Pumping Station project in order to increase operational efficiencies. These include the following:

Change Order	6	$100,899.61	Add connection to temporary pumping for secondary redundancy, Duke Energy increase
Change Order	7	$94,977.00	Added sample piping and CCTV
Change Order	8	$80,594.00	Added stilling well, remote thermostat, pumps for sample lines, level sensor

Staff are asking City Council to approve these changes orders and allow the City Manager to execute them. The totals have been approved by Division of Water Infrastructure staff and will be part of the final SRF loan amount. We do not anticipate any further change orders associated with this project and the work is scheduled to be substantially completed by the end of 2025.

BUDGET IMPACT: $ 276,470.61 (1.47% of original contract)

Is this expenditure approved in the current fiscal year budget? Budget amendment is included and SRF funding request will be increased so loan will include this amount

If no, describe how it will be funded.

ATTACHMENTS:

Change Orders 6, 7, 8 – French Broad River Intake & Pumping Station

Resoluton

Change Order No. 006

Date of Issuance:	6/28/24	Effective Date:	6/28/24
Owner:	City of Hendersonville	Owner's Contract No.:	
Contractor:	Crowder Construction Company	Contractor's Project No.:	61250
Engineer:	Black & Veatch	Engineer's Project No.:	195560
Project:	French Broad Intake & Pumping Station	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: This change order is to update contract price to include approved and executed Work Change Directives as follows: 010, 011, and 012 as summarized below to totaling an increase of $110,329.00.

- WCD-010 – Door Frame – **Increase of $9,349.00**.
- WCD-011 – Missing Dowels from Intake Handrail – **Decrease of $6,975.00**
- WCD-012 – Temporary Pumping Connection – **Increase of $45,000.00**
- WCD-013 – AT&T Fiber Conduit **– Increase of $6,723.00**
- Duke Permanent Power Installation Allowance **– Increase of $56,232.36**

Additionally, the Unit Price allowance for removal and replacement of alluvial subgrade at the pump station is no longer needed and can be reduced to $0.0, a **decrease of $9,429.75**

Based upon these approved changes, the contractor's Schedule of Values shall be adjusted as follows:

- **Add line item D.4 for Change Order CO-006 in the amount of $110,329.36**
- **Line Item B: Adjustment Unit Prices: Item 1: Remove and Replace Alluvial Subgrade @ Pump Station:** Decrease line item by $9429.75 (12.17 CY) from $9,429.75 (12.17 CY) to $0.0 (0 CY).

Schedule Extension: The Contractor has requested an extension of Contract Time as remedy for impacts to the Contractor's Critical Path activities due to the delay in the supply of the Owner Furnished Generator and delay of activation of Permanent Electrical Service which were deemed by Engineer and Owner to be beyond the control of the Owner, Contractor and those for which they are responsible in accordance with the provisions of General Conditions C-700 section 4.05C, the Substantial. The activities impacted were on the Critical Path and an adjustment of Contract Time has been deemed essential to the Contractor's ability to complete the work within the Contract Times. Per C-700 General Conditions of the Construction Contract, section 4.05.C the adjustment of Contract Times is the Contractor's sole and exclusive remedy for the delays, disruption and interference referenced herein.

Attachments:
- WCD-010 – Door Frame
- WCD-011 – Missing Dowels from Intake
- WCD-012 – Temporary Pumping
- WCD-013 – AT&T Fiber Conduit
- Duke Permanent Installation Allowance Invoice

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES *[note changes in Milestones if applicable]*
Original Contract Price: $ 18,782,200.00	Original Contract Times: Substantial Completion: April 7, 2024 Ready for Final Payment: June 6, 2024 days or dates
[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 005 : $ 485,192.00	[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 005 : Substantial Completion: 85 Ready for Final Payment: 85 days
Contract Price prior to this Change Order: $ 19,267,392.00	Contract Times prior to this Change Order: Substantial Completion: July 1, 2024 Ready for Final Payment: August 30, 2024 days or dates
[**Increase**] [~~Decrease~~] of this Change Order: $ 100,899.61	[**Increase**] [~~Decrease~~] of this Change Order: Substantial Completion: 60 days Ready for Final Payment: 60 days days or dates
Contract Price incorporating this Change Order: $ 19,368,291.61	Contract Times with all approved Change Orders: Substantial Completion: August 30, 2024 Ready for Final Payment: October 29, 2024 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Engineering Manager	Title _____	Title _____
Date: 6/28/24	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Change Order No. 007

Date of Issuance:	9/25/24	Effective Date:	9/25/24
Owner:	City of Hendersonville	Owner's Contract No.:	
Contractor:	Crowder Construction Company	Contractor's Project No.:	61250
Engineer:	Black & Veatch	Engineer's Project No.:	195560
Project:	French Broad Intake & Pumping Station	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: This change order is to update contract price to include approved and executed Work Change Directives as summarized below to totaling an increase of $94,977.00.

- WCD-014 – Sample Piping – **Increase of $73,093.00**.
- WCD-016 – Duke Damages – **Increase of $3,467.00**
- WCD-017 – Generator Impacts – **Increase of $12,477.00**
- WCD-018 – CCTV Cost Increase **– Increase of $5,940.00**

Based upon these approved changes, the contractor's Schedule of Values shall be adjusted as follows:

- **Add line item D.4 for Change Order CO-007 in the amount of $94,977.00**

Attachments:

- WCD-014 – Sample Piping
- WCD-015 – Stilling Well
- WCD-016 – Duke Damages
- WCD-017 – Generator Impacts
- WCD-018 – CCTV Cost Increase

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 18,782,200.00	Original Contract Times: Substantial Completion: April 7, 2024 Ready for Final Payment: June 6, 2024 days or dates
[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 006 : $ 586,091.61	[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 006 : Substantial Completion: Ready for Final Payment: days
Contract Price prior to this Change Order: $ 19,368,291.61	Contract Times prior to this Change Order: Substantial Completion: August 30, 2024 Ready for Final Payment: October 29, 2024 days or dates
[**Increase**] [~~Decrease~~] of this Change Order: $ 94,977.00	[~~Increase~~] [~~Decrease~~] of this Change Order: Substantial Completion: Ready for Final Payment: days or dates
Contract Price incorporating this Change Order: $ 19,463,268.61	Contract Times with all approved Change Orders: Substantial Completion: August 30, 2024 Ready for Final Payment: October 29, 2024 days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By:	By:	By:
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Engineering Manager	Title	Title
Date: 9/25/24	Date	Date

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Change Order No. 008

Date of Issuance:	5/22/25	Effective Date:	5/22/25
Owner:	City of Hendersonville	Owner's Contract No.:	
Contractor:	Crowder Construction Company	Contractor's Project No.:	61250
Engineer:	Black & Veatch	Engineer's Project No.:	195560
Project:	French Broad Intake & Pumping Station	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: This change order is to update contract price to include approved and executed Work Change Directives as summarized below to totaling an increase of $80,594.00.

- WCD-015 – Stilling Well – **Increase of $44,421.00**
- WCD-019 – Remote Thermostat – **Increase of $5,761.00**
- WCD-020 – Wiring Pumps for Sample Lines – **Increase of $13,943.00**
- WCD-021 – Level Sensor **– Increase of $16,469.00**

Based upon these approved changes, the contractor's Schedule of Values shall be adjusted as follows:

- **Add line item D.4 for Change Order CO-008 in the amount of $80,594.00**

Attachments:

- WCD-015 – Stilling Well
- WCD-019 – Remote Thermostat
- WCD-020 – Wiring Pumps for Sample Lines
- WCD-021 – Level Sensor

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]*
Original Contract Price: $ 18,782,200.00	Original Contract Times: Substantial Completion: April 7, 2024 Ready for Final Payment: June 6, 2024 days or dates
[**Increase**] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 007 : $ 681,069.61	[~~Increase~~] [~~Decrease~~] from previously approved Change Orders No. 001 to No. 007 : Substantial Completion: Ready for Final Payment: days
Contract Price prior to this Change Order: $ 19,463,269.61	Contract Times prior to this Change Order: Substantial Completion: August 30, 2024 Ready for Final Payment: October 29, 2024 days or dates
[**Increase**] [~~Decrease~~] of this Change Order: $80,594.00	[~~Increase~~] [~~Decrease~~] of this Change Order: Substantial Completion: Ready for Final Payment: days or dates
Contract Price incorporating this Change Order: $ 19,543,863.61	Contract Times with all approved Change Orders: Substantial Completion: August 30, 2024 Ready for Final Payment: October 29, 2024 days or dates

RECOMMENDED: ACCEPTED: ACCEPTED:

By:		By:		By:	
	Engineer (if required)		Owner (Authorized Signature)		Contractor (Authorized Signature)
Title:	Engineering Manager	Title		Title	
Date:	5/22/25	Date		Date	

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO EXECUTE CHANGE ORDERS 6, 7, AND 8 WITH CROWDER CONSTRUCTION COMPANY AS PART OF THE FRENCH BROAD RIVER INTAKE PROJECT

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

WHEREAS, some additional project components have been identified to allow operational redundancy and efficiency; and

WHEREAS, the prices of said additions have been reviewed by staff, the City's consulting engineer, and the Division of Water Infrastructure, and have been determined to be reasonable and justified.

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

1. The City Manager is authorized to execute Change Orders 6, 7, and 8 with Crowder Construction Company for the French Broad River Intake Project, as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of September 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:** 09/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: September Project Ordinances and Reimbursement Resolutions– *Jennifer Floyd, Management Analyst*

SUGGESTED MOTION(S):

I move City Council adopt the Grant Project Ordinance for the Sewer Collection System Master Plan Project #G2601, the Grant Project Ordinance for the OSFM Disaster Relief Grant Project #G2602, and the Capital Project Ordinance Sludge Transfer and Backwash Project #24009, the Capital Project Ordinance WTP Mills River Intake Scour System Project #25014, and the budget as presented.

SUMMARY:
General Statute 159-13.2 provides North Carolina local governments the power to grant and maintain grant project ordinances.

Sewer System Collection Master Plan, #G2601. A grant project ordinance appropriating $150,000 for the completion of the Sewer Collection System Master Plan.

OSFM Disaster Relief Grant Project, #G2602. A grant project ordinance appropriating $50,000 in disaster relief to the fire department.

Sludge Transfer and Backwash Project, #24009. A capital project ordinance appropriating $3,200,000 for the construction and completion of the Sludge Transfer and Backwash Project.

Mills River Intake Scour System Project, #25014. A capital project ordinance appropriating $540,000 for the construction and completion of the Mills River Intake Scour System Project.

BUDGET IMPACT: #G2601: $150,000 increase to fund 301
#G2602: $50,000 increase to fund 301
#24009: $3,200,000 increase to fund 460
#25014: $540,000 increase to fund 460

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

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

ATTACHMENTS:
Project Ordinances: #G2601, #G2602, #24009, and #25014
Reimbursement Resolutions: #G2601, #G2602, #24009, and #25014

Ordinance #_____

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE SEWER COLLECTION SYSTEM MASTER PLAN, #G2601

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 Sewer Collection System Master Plan, #G2601.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	7155	N/A	G2601	NCDEQ Grant Expenditures	$150,000
				Total Project Appropriation	**$150,000**

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2601	Grant (NCDEQ 2025)	($150,000)
				Total Project Appropriation	**($150,000)**

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

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

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

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

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

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 September 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 WATER TREATMENT SLUDGE TRANSFER AND BACKWASH PROJECT (#24009), ORDINANCE #_____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $3,200,000.

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 September 2025.

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Ordinance #_____

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WATER TREATMENT SLUDGE TRANSFER AND BACKWASH PROJECT, #24009

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

Section 1: The project authorized is a City project described as the Water Treatment Sludge Transfer and Backwash Project, #24009.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7035	550103	24009	Capital Outlay- CIP	$3,200,000
				Total Project Appropriation	**$3,200,000**

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	470010	24009	Debt Issuance (2027 Revenue Bond)	($3,200,000)
				Total Project Appropriation	**($3,200,000)**

Section 4: The Finance Director is hereby directed to maintain within the Water and Sewer Fund and 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 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 capital 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 September 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 OSFM DISASTER RELIEF GRANT PROJECT (#G2602), ORDINANCE #_____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $50,000.

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 September 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 SEWER COLLECTION SYSTEM MASTER PLAN PROJECT (#G2601), ORDINANCE #_____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $150,000.

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 September 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 OSFM DISASTER RELIEF GRANT PROJECT, #G2602

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 OSFM Disaster Relief Grant Project, #G2602

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1400	534000	G2602	Non-Capital Equipment	$50,000
				Total Project Appropriation	**$50,000**

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2602	Grant (2025 OSFM)	($50,000)
				Total Project Appropriation	**($50,000)**

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

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

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

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

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

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 capital reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day September 2025.

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

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Ordinance #_____

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WTP MILLS RIVER INTAKE SCOUR SYSTEM PROJECT, #25014

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

Section 1: The project authorized is a City project described as the Mills River Intake Scour System Project, #25014.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7035	550103	25014	Capital Outlay- CIP	$540,000
				Total Project Appropriation	**$540,000**

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	0000	470010	25014	Debt Issuance (2025 Revenue Bond)	($540,000)
				Total Project Appropriation	**($540,000)**

Section 4: The Finance Director is hereby directed to maintain within the Water and Sewer Fund and 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 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 capital 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 September 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 MILLS RIVER INTAKE SCOUR SYSTEM PROJECT (#25014), ORDINANCE #_____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $540,000.

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 September 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: Brent Detwiler **MEETING DATE:** September 4, 2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Water/Sewer

TITLE OF ITEM: Water & Sewer FY26 CIP Amendment – *Brent Detwiler, Assistant City Manager - Public Services*

SUGGESTED MOTION(S):

I move that City Council resolve to approve the Amendment to the Water & Sewer FY26 CIP; as presented and recommended by staff.

SUMMARY:

City staff are working with our consulting teams to identify funding sources for the phased Wastewater Treatment Facility flood mitigation and expansion projects. Project estimates have been refined and the FY26 is proposed to be amended to better reflect the identified projects so that we may apply for funding as it is becoming available. The changes are shown in red on the attached CIP document. Please let us know if you have any questions.

BUDGET IMPACT: TBD

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Amended Water Sewer FY26 CIP

Resoluton

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE WATER AND SEWER FY26 CAPITAL IMPROVEMENT PLAN (CIP)

WHEREAS, the City has been working with various consulting teams and agencies to identify funding sources for the many needs at the Wastewater Treatment Facility; and

WHEREAS, a major flood mitigation project as well as a later expansion project are both being designed; and

WHEREAS, the estimates of said projects have been incorporated into the FY26 CIP as an amendment.

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

1. The FY26 Water and Sewer Capital Improvement Plan has been amended, as presented.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of September 2025.

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Dept.	Fiscal Year
Water & Sewer Operating Fund	
	2026 Total
	2027 Total
	2028 Total
	2029 Total

	2030 Total
Water & Sewer Operating Fund Total	
Water & Sewer	**4**
Capital Fund	**9**
	12
	4
	9
	9
	2026 Total
	10
	10
	10
	9
	5
	4
	4
	4
	4
	9
	2027 Total
	5
	6
	15
	4
	2
	6
	2028 Total
	10
	10
	5
	9
	4
	9
	2029 Total
	10
	4
	10
	9
	2030 Total
Water & Sewer	**15**
Capital Fund	**10**
	15
	8
	6
	4
	8
	2031 Total
	9

	10
	4
	9
	2032 Total
	6
	12
	10
	10
	2033 Total
	8
	15
	8
	5
	15
	2034 Total
	4
	15
	8
	4
	4
	2036+ Total
Water & Sewer Capital Fund Total	

Project Title	Total Cost
#VE026 | Annual Vehicle Replacement	2,351,424
#VE026 | 1997 Dump Truck (22-12)	110,000
#VE026 | 2014 Excavator (44-17)	82,000
Bulk Water Billing Kiosks	75,000
Ewart Reservoir Site and Security Improvements	35,000
Generators/ATS	822,000
New Taps- Sewer	458,555
New Taps- Water	3,725,761
Rights-of-Way Clearing (Contracted)	159,000
SCADA - Sewer Pump Stations	619,049
SCADA - Water Pump Stations	1,238,099
Sewer Main Rehabilitation	2,780,000
Small Diameter Water Main Replacements	1,194,000
Water Pump Station Panel Replacements	85,000
Water Pump Station VFD Installations	100,000
WTP Chlorine Analyzer Replacement	30,000
WTP HVAC Replacement	150,000
WWTP Aeration Basin Air Header and Diffuser Membrane Replacement	165,000
	14,179,888
#VE027 | 2008 Dump Truck (17-21)	110,000
AMI Base Station Replacement	300,000
WTP Mills River Intake VFD Replacement	125,000
WWTP Laboratory Autoclave Replacement	25,000
#VE027 | 2014 Skid Steer (50-03)	82,000
#VE027 | 50-02 Loader	150,000
Generators and ATS (Wastewater)	747,000
Heavy Equipment trailer "new"	25,000
WTP Flag pole & New Signage	40,000
WTP Non-potable water metering	50,000
WTP SCADA Server Replacement	85,000
WTP Zero turn Mower	20,000
WWTP Lawnmower	23,000
WWTP PLC Upgrade Generator Switchgear	40,000
	1,822,000
#VE028 | 14-91	65,000
#VE028 | 2014 Excavator (44-16)	145,000
#VE028 | 2015 Dump Truck (22-17)	150,000
200kW Portable Generator Replacement	
	610,000
#VE029 | 2018 Skid Steer (50-05)	112,000
#VE029 | 2017 ATV (04-07)	18,000
#VE029 | 2017 Dump Truck (22-20)	250,000
	380,000
#VE030 | 16-20 Dodge Truck	65,000
#VE030 | 2011 Dump Truck (22-03)	110,000
#VE030 | Slope Mower	112,000
#VE030 | Trailer mounted sewer jetter (29-04)	60,000
Vacuum Excavator	69,000

Utility Locator Equipment	20,000
	436,000
	17,427,888
Facilities Maintenance Shop Acquisition Renovation (110 Williams Street)	500,000
Sugarloaf Warehouse Build-out	200,000
Willow Rd:Price Rd & PRV Bypass (CH-1)	500,000
WTP Mills River Intake Scour System	540,000
WTP Residuals Storage, #22013	2,342,000
WWTP Recycle Pumping Station Project	1,100,000
	5,182,000
GE Sewer Pump Station Improvements	450,000
Howard Gap Rd. Water Extension (ES-2)	9,000,000
Kenmure Drive Water Improvements (KG-6)	400,000
Long John Mountain Water Improvements #18014	9,670,000
NCDOT HWY 64 #18140	1,817,000
Sewer Combination Vactor Truck	600,000
WWTF Flood Mitigation Project, HH24-F16	102,000,000
WWTF 6MGD Expansion, #24002	23,000,000
WWTP Belt Filter Press Rollers and Bearing Replacement	400,000
WWTP Sludge Thickening Rehabilitation	5,900,000
	153,237,000
12" Water Main Replacement under FBR (Etowah)	200,000
Brookside Camp Road Water Improvements	2,250,000
Pace Rd. Water Main Extension and Interconnect	1,710,000
WTP Chemical Facility Improvements	7,750,000
WTP Finished Water Redundant Line	1,700,000
WWTP Dewatering Facility Lightning Protection	590,000
	14,200,000
AMI Metering Infrastructure Replacement #23003	8,666,000
Argyle Tank Abandonment	400,000
Heatherwood Neighborhood Water Replacement	1,690,000
North Main Water and Sewer Replacement	1,850,000
WTP Clearwell No. 2	10,750,000
WWTP Aeration Basin Modification	2,125,000
	25,481,000
Finley Cove Apple Zone Interconnect (LP-2)	650,000
NCDOT 191 #16126- Push back to FY30	15,000,000
NCDOT White St/ South Main #17126	3,750,000
Statonwoods Neighborhood Water Replacement	920,000
	20,320,000
Baystone Drive Neighborhood Water Replacement	1,220,000
Brookwood Sewer Pump Station Replacement	359,000
Dana Rd. Water Main Extension (ES-3)	8,500,000
Raw Water Transmission Main Inspection	1,300,000
Wash Creek Replacement Sewer G08	4,065,000
WTP Expansion to 18.0 MGD	13,500,000
WTP General Concrete Structural Repair and Rehabilitation	1,250,000
	30,194,000
East Blue Ridge Road Water Improvements (M2-29)	1,600,000

WTP 400 kW Generator Replacement - Mills River	350,000
WTP Thickener Improvements	750,000
WWTP Secondary Clarifier Rehabilitation	2,830,000
	5,530,000
Brittain Creek Sewer Replacement G-03	3,080,000
Carriage Park Sewer Pump Station Abandonments	2,500,000
Southside Water System Improvements	4,090,000
WTP 2MW Generator Replacement	1,500,000
	11,170,000
Balfour Road Water Improvements (M2-42)	1,450,000
Devils Fork Sewer Replacement G05	3,240,000
Ladson Road Water Improvements (MTM-5)	3,500,000
NCDOT US64 I26 Interchange Improvements	500,000
S. Mills Gap Rd. Water Main Extension	1,860,000
	10,550,000
Barker Heights Sewer Improvements	17,605,200
Eastside Transmission Main, Phase 2 and 3	10,000,000
Fruitland Rd. Water Main Extension	2,650,000
WTP Expansion to 25.0 MGD	19,500,000
WWTP 7.8 MGD Facility Expansion	44,000,000
	93,755,200
	369,619,200

FY26	FY27	FY28	FY29	FY30
150,000	217,485	224,009	230,729	237,651
110,000	-	-	-	-
82,000	-	-	-	-
45,000	30,000	-	-	-
35,000	-	-	-	-
75,000	75,000	77,000	79,000	81,000
40,000	41,200	42,436	43,709	45,020
325,000	334,750	344,793	355,136	365,790
52,000	53,000	54,000	-	-
54,000	55,620	57,289	59,007	60,777
108,000	111,240	114,577	118,015	121,555
200,000	257,000	264,000	271,000	279,000
106,000	109,000	112,000	115,000	118,000
25,000	30,000	30,000	-	-
50,000	50,000	-	-	-
30,000	-	-	-	-
70,000	-	80,000	-	-
90,000	75,000	-	-	-
1,647,000	1,439,295	1,400,103	1,271,596	1,308,794
-	110,000	-	-	-
-	100,000	100,000	100,000	-
-	125,000	-	-	-
-	25,000	-	-	-
-	82,000	-	-	-
-	150,000	-	-	-
-	75,000	77,000	79,000	81,000
-	25,000	-	-	-
-	40,000	-	-	-
-	50,000	-	-	-
-	40,000	-	-	-
-	20,000	-	-	-
-	23,000	-	-	-
-	40,000	-	-	-
-	905,000	177,000	179,000	81,000
-	-	65,000	-	-
-	-	145,000	-	-
-	-	250,000	-	-
-	-	150,000	-	-
-	-	610,000	-	-
-	-	-	112,000	-
-	-	-	18,000	-
-	-	-	250,000	-
-	-	-	380,000	-
-	-	-	-	65,000
-	-	-	-	110,000
-	-	-	-	112,000
-	-	-	-	60,000
-	-	-	-	69,000

-	-	-	-	20,000
-	-	-	-	436,000
1,647,000	**2,344,295**	**2,187,103**	**1,830,596**	**1,825,794**
500,000	-	-	-	-
200,000	-	-	-	-
500,000	-	-	-	-
540,000	-	-	-	-
2,342,000	-	-	-	-
1,100,000	-	-	-	-
5,182,000	-	-	-	-
-	450,000	-	-	-
-	9,000,000	-	-	-
-	400,000	-	-	-
-	9,670,000	-	-	-
-	1,817,000	-	-	-
-	600,000	-	-	-
-	102,000,000	-	-	-
-	23,000,000	-	-	-
-	400,000	-	-	-
-	900,000	5,000,000	-	-
-	148,237,000	5,000,000	-	-
-	-	200,000	-	-
-	-	225,000	2,025,000	-
-	-	1,710,000	-	-
-	-	750,000	7,000,000	-
-	-	1,700,000	-	-
-	-	590,000	-	-
-	-	5,175,000	9,025,000	-
-	-	-	4,269,000	4,397,000
-	-	-	400,000	-
-	-	-	1,690,000	-
-	-	-	1,850,000	-
-	-	-	750,000	10,000,000
-	-	-	325,000	1,800,000
-	-	-	9,284,000	16,197,000
-	-	-	-	650,000
-	-	-	-	15,000,000
-	-	-	-	3,750,000
-	-	-	-	920,000
-	-	-	-	20,320,000
-	-	-	-	-
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-	-	-	-	-

FY31	FY32	FY33	FY34	FY35
244,781	252,124	259,688	267,479	267,479
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
83,000	85,000	87,000	90,000	90,000
46,371	47,762	49,195	50,671	52,191
376,764	388,067	399,709	411,700	424,051
-	-	-	-	-
62,601	64,479	66,413	68,406	70,458
125,202	128,958	132,826	136,811	140,916
287,000	295,000	303,000	312,000	312,000
121,000	124,000	127,000	131,000	131,000
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
1,346,718	1,385,390	1,424,831	1,468,066	1,488,094
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
83,000	85,000	87,000	90,000	90,000
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
45,000	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
128,000	85,000	87,000	90,000	90,000
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-	-	-	-	-
-	-	-	-	-
1,474,718	**1,470,390**	**1,511,831**	**1,558,066**	**1,578,094**
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

-	350,000	-	-	-
-	750,000	-	-	-
-	2,830,000	-	-	-
-	5,530,000	-	-	-
-	-	3,080,000	-	-
-	-	2,500,000	-	-
-	-	4,090,000	-	-
-	-	1,500,000	-	-
-	-	11,170,000	-	-
-	-	-	1,450,000	-
-	-	-	3,240,000	-
-	-	-	3,500,000	-
-	-	-	500,000	-
-	-	-	1,860,000	-
-	-	-	10,550,000	-
-	-	-	-	-
-	-	-	-	10,000,000
-	-	-	-	2,650,000
-	-	-	-	-
-	-	-	-	-
-	-	-	-	12,650,000
22,194,000	**13,530,000**	**11,170,000**	**10,550,000**	**12,650,000**

FY36(+)	Fund	Dept.	Acct.	Funding Source
-	460	7002	554002	WS Cash
-	460	7002	554002	WS Cash
-	460	7002	554001	WS Cash
-	060	7055	554001	WS Cash
-	060	7035	553000	WS Cash
-	460	7032	550103	WS Cash
-	060	7155	554002	OPERATING
-	060	7055	554002	OPERATING
-	060	7055	519200	WS Cash
-	060	7132	555003	WS Cash
-	060	7032	555003	WS Cash
-	060	7155	555002	WS Cash
-	060	7055	555002	WS Cash
-	060	7032	555003	WS Cash
-	060	7032	555003	WS Cash
-	060	7035	554001	WS Cash
-	060	7035	552001	WS Cash
-	060	7135	555003	WS Cash
-				
-	460	7002	554002	WS Cash
-	060	7050	554001	WS Cash
-	060	7035	555003	WS Cash
-	060	7135	554001	WS Cash
-	460	7002	554001	WS Cash
-	460	7002	554001	WS Cash
-	060	7132	554001	WS Cash
-	060	7002	554001	WS Cash
-	060	7035	553000	WS Cash
-	060	7035	554001	WS Cash
-	060	7135	519200	WS Cash
-	060	7002	554001	WS Cash
-	060	7135	554001	WS Cash
-	060	7135	524020	WS Cash
-				
-	460	7002	554002	WS Cash
-	460	7002	554001	WS Cash
-	460	7002	554001	WS Cash
-	060	7032/7132	554001	WS Cash
-				
-	460	7002	554001	WS Cash
-	460	7002	554001	WS Cash
-	460	7002	554002	WS Cash
-				
-	460	7002	554002	WS Cash
-	460	7002	554002	WS Cash
-	460	7155	554001	WS Cash
-	460	7002	554001	WS Cash
-	060	7002	554001	WS Cash

-	060	7055	534000	WS Cash
-				
-				
-	460	7002	552001	2025 Rev. Bond
-	460/410	7155	552001	2027 Rev. Bond
-	460	7155	550103	2027 Rev. Bond
-	460	7035	550103	2025 Rev. Bond
-	460	7035	550103	Grant/2025 Rev. Bond
-	460	7135	550103	2027 Rev. Bond
-				
-	460	7155	550103	2027 Rev. Bond
-	460	7055	550103	SRF Loan
-	460	7055	550103	Reserve
-	460	7055	550103	SRF Loan
-	460	7055	550103	2027 Rev. Bond
-	460	7155	550103	2027 Rev. Bond
-	460	7135	550103	Helene SRF Grant, SRF Loan, CDBG-DR
-	460	7135	550103	EDA Grant
-	460	7135	550103	2027 Rev. Bond
-	460	7135	550103	SRF Loan
-				
-	460	7055	550103	Reserve
-	460	7055	550103	2029 Rev. Bond
-	460	7055	550103	2029 Rev. Bond
-	460	7035	550103	SRF Loan
-	460	7035	550103	2029 Rev. Bond
-	460	7135	550103	2029 Rev. Bond
-				
-	460	7002	550103	2031 Rev. Bond
-	460	7055	550103	Reserve
-	460	7055	550103	2029 Rev. Bond
-	460	7055	550103	2029 Rev. Bond
-	460	7035	550103	SRF Loan
-	460	7135	550103	2031 Rev. Bond
-				
-	460	7055	550103	2031 Rev. Bond
-	460	7055	550103	2031 Rev. Bond
-	460	7055	550103	2031 Rev. Bond
-	460	7055	550103	2031 Rev. Bond
-				
-	460	7055	550103	2031 Rev. Bond
-	460	7155	550103	Reserve
-	460	7055	550103	2033 Rev. Bond
-	460	7035	550103	2031 Rev. Bond
-	460	7155	550103	2033 Rev. Bond
-	460	7035	550103	2033 Rev. Bond
-	460	7035	550103	2031 Rev. Bond
-				
-	460	7055	550103	2033 Rev. Bond

-	460	7035	550103	Reserve
-	460	7035	550103	2033 Rev. Bond
-	460	7135	550103	2033 Rev. Bond
-				
-	460	7155	550103	2033 Rev. Bond
-	460	7155	550103	2033 Rev. Bond
-	460	7055	550103	2033 Rev. Bond
-	460	7035	550103	2033 Rev. Bond
-				
-	460	7055	550103	2035 Rev. Bond
-	460	7155	550103	2035 Rev. Bond
-	460	7055	550103	2035 Rev. Bond
-	460	7055	550103	2035 Rev. Bond
-	460	7055	550103	2035 Rev. Bond
-				
17,605,200	460	7155	550103	2037+ Rev. Bond
-	460	7055	550103	2037+ Rev. Bond
-	460	7055	550103	2037+ Rev. Bond
19,500,000	460	7035	550103	2037+ Rev. Bond
44,000,000	460	7135	550103	2037+ Rev. Bond
81,105,200				
81,105,200				

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 09/04/2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: September 2025 Budget Amendments – *Jennifer Floyd, Management Analyst*

SUGGESTED MOTION(S):

I move City Council adopt budget amendments 09042025-1, 09042025-02, 09042025-03 and 09042025-04 as presented.

SUMMARY:

09042025-01: A budget amendment increasing the revenues in Project #G2601 to cover the remaining costs associated with the Sewer Collection System Master Plan.
09042025-02: A budget amendment increasing Capital Services - Equipment/Other Than Vehicles to cover the cost of a 911 Voice Logger.
09042025-03: A budget amendment appropriating 2025 Series Water and Sewer Revenue Bond funds across projects included in the issuance: Mills River Scour, NCDOT Highland Lake Road, WTP 15MGD Expansion, WTP Residuals Storage, CCTV Truck Acquisition, 110 Williams St. Renovation, and Biosolids Dryer project. The amendment shows a total bond fund revenue of $10,579,157, leveraging $10,209,898 to fund projects and $369,259 to cover costs of public market debt issuance.
09042025-04: A budget amendment reflecting an increase in SRF debt proceeds to cover the costs of change orders for the French Broad River Intake Project (#16007). The amendment corrects budget appropriations adopted on 2/10/22.

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 09042025-01 through 09042025-04

TO MAYOR & COUNCIL
APPROVAL: September 4, 2025

FISCAL YEAR 2025
FORM: 09042025-01

BUDGET AMENDMENT

FUND 060 / 301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-0000-470900	Fund Balance Appropriated	2,156,894	220,750		2,377,644
060-0000-598901	Transfer Out (to 301 #G2601)	517,000	220,750		737,750
FUND 060	TOTAL REVENUES	2,156,894	220,750	-	2,377,644
	TOTAL EXPENDITURES	517,000	220,750	-	737,750
301-0000-470100-G2601	Transfer In (From 060)	-	220,750	-	220,750
301-7155-519200-G2601	Contracted Services	150,000	220,750	-	370,750
FUND 301	TOTAL REVENUES	-	220,750	-	220,750
	TOTAL EXPENDITURES	150,000	220,750	-	370,750
A budget amendment increasing the revenues in Project #G2601 to cover the remaining costs associated with the Sewer Collection System Master Plan.					

The City Manager and City Clerk certify budget ordinance amendment 09042025-01 was approved by City Council on September 4, 2025.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: September 4, 2025

FISCAL YEAR 2025
FORM: 09042025-02

BUDGET AMENDMENT

FUND 199/010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
199-1300-521001	Supplies and Materials	19,500	-	7,500	12,000
199-0000-598901	Transfer Out (to 010)	-	7,500		7,500
FUND 060	TOTAL REVENUES	19,500	-	7,500	12,000
	TOTAL EXPENDITURES	-	7,500	-	7,500
010-0000-470100	Transfer In (From 199)	-	7,500	-	7,500
010-1300-554001	Capital Outlay- Equipment/Other Than Vehicles	60,000	7,500	-	67,500
FUND 301	TOTAL REVENUES	-	7,500	-	7,500
	TOTAL EXPENDITURES	60,000	7,500	-	67,500
A budget amendment increasing Capital Services - Equipment/Other Than Vehicles to cover the cost of a 911 Voice Logger.					

The City Manager and City Clerk certify budget ordinance amendment 09042025-02 was approved by City Council on September 4, 2025.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: September 04, 2025 **FORM: 09042025-3**

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
460-0000-470010-17127	Debt Proceeds ('25 Revenue Bond)	575,000	-	146,117	428,883
460-7055-550103-17127	Capital Outlay-CIP	575,000	-	146,117	428,883
FUND 460 (#17127)	TOTAL REVENUES	575,000	-	146,117	428,883
NCDOT Highland Lake Rd	TOTAL EXPENDITURES	575,000	-	146,117	428,883
460-0000-470010-19207	Debt Proceeds ('25 Revenue Bond)	2,131,500	332,879	-	2,464,379
460-7055-550103-19207	Capital Outlay-CIP	2,131,500	332,879	-	2,464,379
FUND 460 (#19207)	TOTAL REVENUES	2,131,500	332,879	-	2,464,379
WTP15MGD Expansion	TOTAL EXPENDITURES	2,131,500	332,879	-	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)	390,000	44,636	-	434,636
460-1014-550103-24004	Capital Outlay-CIP	390,000	44,636	-	434,636
FUND 460 (#24004)	TOTAL REVENUES	390,000	44,636	-	434,636
CCTV Truck	TOTAL EXPENDITURES	390,000	44,636	-	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) 110 Williams St. Reno.	TOTAL REVENUES	500,000	-	-	500,000
	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)	3,494,788	5,212	-	3,500,000
460-0000-470010-16036	Debt Proceeds ('25 Revenue Bond - Issuance Cost)	363,535	5,724	-	369,259
460-7135-550103-16036	Capital Outlay-CIP	18,023,538	5,212	-	18,028,750
460-7002-560900-16036	Cost of Issuance	363,535	5,724	-	369,259
FUND 460 (#16036) Biosolids Dryer	TOTAL REVENUES	18,387,073	10,936	-	18,398,009
	TOTAL EXPENDITURES	18,387,073	10,936	-	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 to match the cost of issuance and project funds acquired through the 2025 series water and sewer revenue bond issuance. The amendment clarifies a bond proceed revenue of $10,579,157 with $10,209,898 for use in projects and $369,259 for use in closing costs on the bond issuance.

The City Manager and City Clerk certify budget ordinance amendment 09042025-3 was approved by City Council on September 04, 2025.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL
APPROVAL: September 4, 2025

FISCAL YEAR 2025
FORM: 09042025-04

BUDGET AMENDMENT

FUND 460

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
460-0000-470100	Transfer In	461,100	-	461,100	-
460-0000-470100-16007	Transfer In (from 460)	-	461,100	-	461,100
460-0000-470010-16007	Proceeds of Debt	23,052,935	276,471	-	23,329,406
460-1014-560900-16007	Cost of Issuance	461,100	-	-	461,100
460-1014-550102-16007	Capital Outlay Services and Fees	3,960,735	-	-	3,960,735
460-1014-550103-16007	Capital Outlay CIP	19,092,200	276,471	-	19,368,671
FUND 060	TOTAL REVENUES	23,514,035	737,571	461,100	23,790,506
	TOTAL EXPENDITURES	23,514,035	276,471	-	23,790,506

A budget amendment increasing the French Broad River Intake Project to cover the costs of change orders 6,7, and 8. This amendment corrects appropriations from the 2/10/22 amendment.

The City Manager and City Clerk certify budget ordinance amendment 09042025-04 was approved by City Council on September 4, 2025.

City Manager _____ Date _____

City Clerk _____ Date _____

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Daniel Heyman, Staff Attorney **MEETING DATE:** September 4, 2025

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Legal Department

TITLE OF ITEM: Supplemental Agreement with NCDOT for the Construction of the Tracey Grove Road Bridge, TIP #: B-5929 – *Tom Wooten, Public Works Director*

SUGGESTED MOTION(S):

I move City Council adopt a Resolution by the City of Hendersonville City Council Authorizing the Execution of a Supplemental Agreement with the North Carolina Department of Transportation for the Replacement of a Bridge on Tracey Grove Road.

SUMMARY:

The NC Department of Transportation has previously programmed funding for the Tracey Grove Road Bridge replacement project. At that time, the City Council approved an agreement with NCDOT for the replacement of the bridge providing that the City would be responsible for all phases of the project.

NCDOT has since agreed to administer the construction phase of the project and has provided the attached Supplemental Agreement. No additional funds from the City are required. The construction phase is intended to be 100 percent funded by already programmed Transportation Improvement Program funds.

ATTACHMENTS:

Supplemental Agreement

Resolution Approving Supplemental Agreement

SUPPLEMENTAL AGREE
AGREEMENT ID # 13200

AGREEMENT OVERVIEW

NORTH CAROLINA
HENDERSON COUNTY

DATE: 4/9/2025

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF HENDERSONVILLE

PROJECT NUMBERS:

TIP #: B-5929
WBS ELEMENTS: PE 50150.1.1
ROW 50150.2.1
CON 50150.3.1

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

SCOPE OF PROJECT ("Project"): This Project consists of the replacement of Bridge No. 350 on Old Dana Road over Devils Fork Creek.

PURPOSE OF SUPPLEMENTAL AGREEMENT (CHANGES TO BE MADE): The Department will administer the construction phase of the Project with 100% Federal Bridge Program funds. The Department will reimburse the Municipality for 80% of eligible preliminary engineering and right of way costs.

EFFECTIVE DATES OF AGREEMENT:
START: Upon Full Execution of this Agreement
END: When work is complete and all terms are met.

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

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

I. WHEREAS STATEMENTS

WHEREAS, the **Department** and the **Municipality** on 6/16/2015, entered into a certain Project Agreement for the original scope: Replacement of Bridge No. 350 on Old Dana Road over Devils Fork Creek, programmed under TIP #B-5929; and,

WHEREAS, the **Municipality** has requested that the Department let and administer the construction contract for the project with federal funding; and,

WHEREAS, the **Department** will utilize 100% Federal Bridge Program funding for all costs of construction; and,

WHEREAS, the **Department** will continue to reimburse the **Municipality** 80% of eligible expenses on the Preliminary Engineering and Right of Way phases;

NOW THEREFORE, the **Parties** wish to supplement the aforementioned Agreement whereby the following provisions are amended:

3. FUNDING

Subject to compliance by the **Municipality** with the provisions set forth in this Agreement and any previous agreements and the availability of federal funds, the **Department** shall participate in 80% of actual eligible costs of the preliminary engineering and right of way phases through reimbursement to the **Municipality**. The **Department** will utilize 100% Federal Bridge Program funding for the construction phase of the Project.

4. TIME FRAME

The Municipality shall complete all PE and ROW work outlined in the Agreement by December 31, 2025, and shall submit all invoices within one year of completion of work.

Provisions 13 – 16

The **Department** will request construction authorization from FHWA; advertise and let the construction contract; administer the construction contract; and perform all necessary close-out procedures.

18. REIMBURSEMENT

Activities eligible for funding reimbursement from the **Department** to the **Municipality** shall include:

- Design
- Environmental Documentation

- ROW Acquisition
- Utility Relocation (performed prior to construction)

Construction costs will be an eligible project cost and will be covered with 100% Federal Bridge Program funding by the **Department**.

20. OTHER PROVISIONS

INDEMNIFICATION OF DEPARTMENT

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

COUNTERPARTS AND ELECTRONIC SIGNATURES

- This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the Parties. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

- The Parties hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the Party so signing as a paper copy bearing such Party's handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the Parties consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The Parties also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The Parties acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby

through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

Except as hereinabove provided, the Agreement heretofore executed by the **Department** and the **Municipality** on 6/16/2015 is ratified and affirmed as therein provided.

SIGNATURE PAGE

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

(DOCUSIGN ONLY)

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

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

CITY OF HENDERSONVILLE

FED TAX ID NO: _____

REMITTANCE ADDRESS:

_____

_____

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

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

SIGNATURE PAGE

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

(INK SIGNATURES ONLY)

ATTEST:

BY: _____

TITLE: _____

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

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

CITY OF HENDERSONVILLE

FED TAX ID NO: _____

REMITTANCE ADDRESS:

_____

_____

Finance Officer: _____

Print Name: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

DATE: _____

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

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING THE EXECUTION OF A SUPPLEMENTAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR THE REPLACEMENT OF A BRIDGE ON TRACEY GROVE ROAD

WHEREAS, The NC Department of Transportation has programmed funds via the Transportation Improvement Program for the replacement of the Tracey Grove Road Bridge, being the project described in TIP #: B-5929 (the "Project"); and

WHEREAS, the City previously approved and executed an agreement with NCDOT providing that the City would be responsible for all phases of the Project; and

WHEREAS, NCDOT has since agreed to administer the construction phase of the Project; and

WHEREAS, No additional funds are requested from the City for NCDOT to administer the construction phase of the Project; and

WHEREAS, the City Council desired to enter into a supplemental agreement with NCDOT providing that NCDOT will be responsible for the construction phase of the Project using Federal Bridge Programs Funds.

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

1. The Supplemental Agreement, bearing Agreement ID # 13200, for the Tracey Grove Road Bridge replacement project, TIP #: B-5929, is approved; and
2. The City Manager is authorized to execute the Supplemental Agreement, such changes as he deems appropriate, provided they are consistent with the terms of this Resolution.

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 Murry, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker **MEETING DATE:** September 4, 2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Legal

TITLE OF ITEM: Resolution Approving First Amended and Restated Interlocal Agreement to Merge the Hendersonville and Laurel Park ABC Systems – Chuck McGrady and Jeff Nance, *Blue Ridge ABC Board*

SUGGESTED MOTION(S):

I move that the City Council approve the **RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL APRPOVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE TOWN OF LAUREL PARK FOR THE MERGER OF THE ABC SYSTEMS** as presented.

SUMMARY:

The Hendersonville and Laurel Park ABC Boards were previously merged through an interlocal agreement between the City of Hendersonville and the Town of Laurel Park approximately one year ago and are now known as the Blue Ridge ABC Board. The merger has worked well agreement for over twelve months. The Blue Ridge ABC Board and their Executive Director, Jeff Nance, have determined after a year of operations of the merged ABC systems that, although the merger has been a success, certain amendments to the merger agreement would improve operational efficiencies. A proposed amended agreement is attached for Council's consideration. City staff recommend the that the City Council approve the proposed resolution authorizing the Mayor and City Attorney to execute the first amended and restated merger agreement.

BUDGET IMPACT: $ NA

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

If no, describe how it will be funded. NA

ATTACHMENTS:

First Amended and Restated Merger Agreement

Exhibit A to Agreement

Proposed Resolution

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT TO PROVIDE FOR THE MERGER OF ABC SYSTEMS

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT TO PROVIDE FOR THE MERGER OF ABC SYSTEMS ("First Amended and Restated Interlocal Agreement"), entered into on the ____ day of _____, 2025, by and between the City of Hendersonville, a North Carolina municipal corporation ("City"), and the Town of Laurel Park, a North Carolina municipal corporation ("Town"),

WITNESSETH:

THAT WHEREAS, the City Council for the City of Hendersonville and the Town Council for Laurel Park adopted an Interlocal Agreement to Provide for the Merger of ABC Systems, dated May 8, 2024 ("Interlocal Agreement"); and

WHEREAS, previous to the Interlocal Agreement a City of Hendersonville Board of Alcoholic Beverage Control operated an ABC system consisting of three stores and a warehouse, plus inventory and equipment, said stores being located at 205 Church Street, Hendersonville, NC ("Church Street Store"), 275 Thompson Street, Hendersonville, NC ("Thompson Street Store"), and 32 McMurray Road, Hendersonville, NC ("McMurray Road Store"), the warehouse being located at the Church Street store ("Hendersonville Warehouse"), the Hendersonville System being collectively hereinafter referred to as the "Hendersonville System"; and

WHEREAS, previous to the Interlocal Agreement, a Town of Laurel Park Alcoholic Beverage Control Board operated an ABC system consisting of one store plus inventory and equipment, said store being located at 1709 Brevard Highway, Laurel Park, NC ("Laurel Park Store"), the Laurel Park System being collectively hereinafter referred to as the "Laurel Park System"; and

WHEREAS, the stores operated by the Hendersonville ABC System and the Laurel Park ABC System are operated in the same general area, and are in close proximity to one another;

WHEREAS, based upon the adoption of the Interlocal Agreement the Laurel Park ABC System and the Hendersonville ABC System were merged, with the merger being effective July 1, 2024, pursuant to the authority of N.C.G.S. § 18B-703 and N.C.G.S. Chapter 160A Article 20, Part 1, the merged system now being known as the Blue Ridge ABC System; and

WHEREAS, pursuant to the Interlocal Agreement, effective July 1, 2024, the City of Hendersonville Board of Alcoholic Beverage Control and the Town of Laurel Park Alcoholic Beverage Control Board were merged into one consolidated board, known as the Blue Ridge Alcoholic Beverage Control Board; and

WHEREAS, the Blue Ridge Alcoholic Beverage Control Board and the merged system have operated successfully for one year, however, it has become apparent that certain amendments to the Interlocal Agreement could increase operational efficiencies; and

WHEREAS, the Blue Ridge Alcoholic Beverage Control Board has requested that the Town and the City amend the Interlocal Agreement to provide for these operational efficiencies, and the Town and City have agreed;

NOW THEREFORE THIS FIRST AMENDED AND RESTATED AGREEMENT, that for and in consideration of the mutual promises and covenants contained hereinbelow, the mutuality and sufficiency of each being acknowledged by the parties hereto, the parties agree as follows:

1. Whereas Clauses. The Whereas clauses are incorporated into this First Amended and Restated Interlocal Agreement.

2. Merger. Based upon the due approval and execution of this Interlocal Agreement by and on behalf of the City and the Town, the City of Hendersonville Board of Alcoholic Beverage Control, the Town of Laurel Park Alcoholic Beverage Control Board, and the approval by the North Carolina Alcoholic Beverage Control Commission ("Commission"), the City of Hendersonville Board of Alcoholic Beverage Control and the Town of Laurel Park Alcoholic Beverage Control Board were merged into one consolidated board and the Hendersonville System and the Laurel Park System were merged into one consolidated system and said merger was effective July 1, 2024. All actions taken by the Town and the City to approve and effectuate this merger are hereby ratified.

3. Name. The name of the consolidated ABC Board shall be the "Blue Ridge Alcoholic Beverage Control Board."

4. Composition of the Board. The Blue Ridge Alcoholic Beverage Control Board ("Blue Ridge ABC Board") will have five (5) members, with three members being appointed by the City Council, and two members being appointed by the Town Council. Each member seat shall be appointed by the appointing Council for three-year staggered terms. Mid-term vacancies in a member seat shall be filled by the appointing Council for the remainder of the unexpired term. No member may serve for more than two (2) consecutive terms at a time. The Town Council and City Council shall appoint members on the basis of the appointees' interest in public affairs, good judgment, knowledge, ability, and good moral character (ref. NCGS § 18B-700(d).

5. Appointment of a Chair. The Blue Ridge ABC Board shall annually appoint a Chair from among the membership of the Board. All mid-year vacancies in the office of Chair shall be filled by the Board membership, for the remainder of the one-year service period left by the vacating member. If the vacating Chair's membership seat is also vacant, the membership vacancy shall be filled in accordance with paragraph 4, above.

6. Annual Meeting. An annual meeting shall be held during the month of June for the purpose of appointing officers and for any actions as may be necessary relating to the organization of the Blue Ridge ABC Board and the Blue Ridge ABC System for the upcoming fiscal year. Such meeting shall be advertised in accordance with the North Carolina Open Meetings Law. Such actions shall include, but not be limited to:

a. Appointment of other officers (reference paragraph 7 below), including the Finance Officer and Secretary.

b. Making amendments to the bylaws and rules of procedure as required.

c. Approval of salaries and benefits (reference paragraph 11(c) below).

d. Making amendments to the Blue Ridge ABC System policies and procedures, including but not limited to personnel policies and operations manuals (reference paragraph 11(c) below).

e. Approval of annual contracts and leases of the Blue Ridge ABC System.

f. Holding a public hearing and adoption an annual budget.

g. Such other actions as are required.

7. Other Officers. The Blue Ridge ABC Board shall appoint a Vice Chair to serve for 1 year. The Vice Chair shall serve as Chair in the absence of the Chair. The Blue Ridge ABC Board shall also appoint a Secretary and Finance Officer. The Secretary shall be the official records custodian, shall take and compile minutes of the Blue Ridge ABC Board, and advertise Blue Ridge ABC Board meetings in accordance with the North Carolina Open Meetings Law, where required. The Secretary and Finance Officer shall be staff persons, employed by the Blue Ridge ABC Board who will serve at the pleasure of the Blue Ridge ABC Board.

8. Removal. Blue Ridge ABC Board members may be removed for cause, at any time, 1) by the Council that appointed the member without the consent or approval of the other Council, or 2) by the Commission in accordance with Chapter 18B of the North Carolina General Statutes. (ref NCGS § 18B-202, 700(f), and 704) Removal of a member appointed by the City Council shall only require action by the City Council and consent or approval by the Town Council shall not be required. Removal of a member appointed by the Town Council shall only require action by the Town Council and consent or approval by the City Council shall not be required.

9. Compensation. The Chair shall receive $500.00 per meeting, and members shall receive $150.00 per meeting.

10. Powers and Duties of the Blue Ridge ABC Board. Upon the effective date of the merger (ref paragraph 2 above), the Blue Ridge ABC Board shall have the powers and duties granted by Chapter 18B of the North Carolina General Statutes, in addition to and as modified by the powers and duties granted to the City of Hendersonville Board of Alcoholic Beverage Control or the Town of Laurel Park Alcoholic Beverage Control Board by local act.

11. Merger of ABC Systems. The former Hendersonville System and the former Laurel Park System are assets of the Blue Ridge ABC Board, and together both systems are collectively be known as the "Blue Ridge ABC System." All tangible and intangible assets and inventory shall be accounted for as a merged system.

a. Reserved..

b. Reserved.

c. Employees. All employees of the Hendersonville System and the Laurel Park System have become and shall remain employees of the Blue Ridge ABC Board having such policies and procedures as are duly approved and amended by the Blue Ridge ABC Board.

i. The former general manager of the Hendersonville System shall be the general manager of the Blue Ridge ABC System and shall be subject to the direction and control of the Blue Ridge ABC Board, and shall be subject to the policies and procedures (including personnel policies) of the Blue Ridge ABC Board.

ii. There shall be an assistant general manager for the Blue Ridge ABC System. The assistant general manager of the Blue Ridge ABC System shall be chosen in accordance with, shall be subject to, the policies and procedures (including personnel policies) of the Blue Ridge ABC Board.

iii. All eligible employees of the Blue Ridge ABC System and the Blue Ridge ABC Board shall be participating members of the Local Government Employees' Retirement System.

d. Expenses and Obligations. All expenses and obligations of the Blue Ridge ABC System shall be satisfied from the assets of the Blue Ridge ABC System.

12. Distribution of Profits.

a. Accounting. Accounting for revenues, expenses, debt, liabilities, payables, receivables, profits, depreciation, and assets (both tangible and intangible), and all other financial and managerial accounting, shall occur in accordance with generally accepted accounting principles.

b. ABC Stores. Each store operated by the merged ABC system shall be operated and accounted for in accordance with the financial policies approved by the Blue Ridge ABC Board.

c. Warehouse. The warehouse operated as part of the Blue Ridge ABC System; however inventory shall be sold and accounted for in accordance with the financial policies adopted by the Blue Ridge ABC Board.

d. Statutory Distributions. Revenues from the Blue Ridge ABC System shall be used to meet the Statutory Distribution Requirements previously existing for the former Hendersonville System and for the former Laurel Park System, as either or both may be amended by local or generally applicable laws.

13. Location of ABC Stores.

    a. Within the Town or City. With the approval of the Commission, and as allowed by applicable law, future stores may be operated inside of municipal limits for the Town or the City. The location of ABC stores inside of the municipal limits of the Town and the City shall be at the discretion of the Blue Ridge ABC Board, as approved by the Commission. Notwithstanding this discretion, the Blue Ridge ABC Board shall operate at least one ABC store in the Laurel Park town limits for the duration of this First Amended and Restated Interlocal Agreement. If approval by the appointing authority is required for the operation of a new store within the City or the Town, new stores operated within the City shall only require the approval of the City Council, and new stores operated within the Town shall only require the approval of the Town Council.

    b. Outside the Town or City. With the approval of the Commission, and as allowed by applicable law, future stores may be operated outside of the municipal limits of the Town or the City. The location of ABC stores outside of the municipal limits of the Town and the City shall be at the discretion of the Blue Ridge ABC Board, as approved by the Commission. If approval by the appointing authority is required for the operation of a new store outside the City or the Town, new stores operated outside the City shall require the approval of both the City Council and the Town Council.

14. Net Profit from New ABC Stores. Regardless of whether a new store is located within or outside the municipal limits of the Town or the City, net profit from a new ABC store opening from and after the effective date of this First Amended and Restated Interlocal Agreement shall be attributed to the Blue Ridge ABC System and distributed to the Town and the City in accordance with Exhibit A, attached hereto and incorporated by reference.

15. Allocated and Specialty Bourbons. The number of bottles of allocated and specialty bourbons shall be divided equitably by the General Manager between all stores operated by the Blue Ridge ABC System.

16. Delivery of Product to ABC Stores. All stores operated by the Blue Ridge ABC System shall receive at least one delivery of products every week from the Hendersonville warehouse.

17. Hours of Operation. All stores operated by the Blue Ridge ABC System shall be operated according to the hours of operation established by the Blue Ridge ABC Board, in accordance with applicable law..

18. Definitions and Generally Applicable Terms.

    a. Appointing Authority. Except as otherwise provided in this First Amended and Restated Interlocal Agreement, the term "appointing authority" shall be deemed to refer to both the Town Council and the City Council acting jointly with respect to the members appointed by each.

    Where approval of the "appointing authority" is required by the North Carolina General Statutes, approval by both the Council for the Town and the Council for the City shall be

required. If both Councils do not approve, the matter shall be considered not approved. If the nonapproval by one Council results in a stalemate which negatively impacts the operations of the Blue Ridge ABC System, the Blue Ridge ABC Board may request that both Councils employ a mediation process to resolve the stalemate.

b. Fiscal Year. The fiscal year for the Blue Ridge ABC System shall be July 1 – June 30.

c. Systemwide Administrative Expenses. Systemwide administrative expenses are those expenses incurred that benefit the entire merged system including, but not limited to, the salary and office space of the general manager and assistant general manager, back office operations, accounting services, insurance, legal services, etc.

d. Statutory Distribution Requirements. Statutory Distribution Requirements are those distributions mandated by Chapter 18B of the North Carolina General Statutes from alcohol sales, as modified by local acts of the North Carolina General Assembly. For the Hendersonville System, as of the date of this First Amended and Restated Interlocal Agreement, the following local acts have been adopted: Chapter 954 of the 1955 Session Laws, Chapter 341 of the 1967 Session Laws, Chapter 672 of the 1967 Session Laws, Chapter 105 of the 1995 Session Laws, and Chapter 177 of the 1999 Session Laws. For the Laurel Park System, the following local acts have been adopted: Chapter 163 of the 1981 Session Laws.

19. Term. This First Amended and Restated Interlocal Agreement shall expire and terminate on June 30, 2044.

20. Termination of the First Amended and Restated Interlocal Agreement. Either party hereto may terminate this First Amended and Restated Interlocal Agreement by giving at least 1 year's advanced notice in writing to the other party. Any such termination shall be effective at the end of a fiscal year. The notice required herein shall be a Resolution, duly adopted by the terminating party, and delivered in person or by certified mail to the mayor for the non-terminating party. No such termination shall be effective until approved by the Commission. Upon the effective date of termination, Blue Ridge ABC System shall be dissolved, and a notice of dissolution shall be filed in the Henderson County Register of Deeds Office. The City shall reconstitute and appoint the City of Hendersonville Board of Alcoholic Control, and the Town shall reconstitute and appoint the Town of Laurel Park Alcoholic Beverage Control Board. All assets of the system within the City limits for the City of Hendersonville shall be distributed to the City of Hendersonville Board of Alcoholic Control and all assets of the system within the town limits Town of Laurel Park shall be distributed to the Town of Laurel Park Alcoholic Beverage Control Board. Assets located outside of both the City and Town limits shall be divided and attributed in accordance with a plan approved by both the City and the Town, and approved by the Commission. Such distribution shall be confirmed and adjusted as required after an audit has been performed as of the effective date of the termination and dissolution. Notwithstanding the foregoing, neither party may terminate this First Amended and Restated Interlocal Agreement if there is outstanding debt, secured by revenues of the entire Blue Ridge ABC System, unless such debt can be retired through a refinancing or other available means as of the effective date of such termination.

21. This First Amended and Restated Interlocal Agreement constitutes the complete and entire agreement between the parties and supersedes all prior and contemporaneous negotiations. This

First Amended and Restated Interlocal Agreement may only be amended by written instrument, duly approved by Resolution of both parties hereto, and where required, with the approval of the Commission. There shall be no intended nor incidental beneficiaries of this First Amended and Restated Interlocal Agreement.

22. Except a notice to terminate this First Amended and Restated Interlocal Agreement, all notices shall be deemed effective upon receipt if in writing, and delivered to the following persons in person, by certified mail, or by commercial carrier providing the ability to track delivery:

    a. If to the City: The City Manager
    160 6th Avenue West
    Hendersonville, NC 28792

    b. If to the Town: The Town Manager
    441 White Pine Dr
    Hendersonville, NC 28739

23. This First Amended and Restated Interlocal Agreement shall be governed by the laws of the State of North Carolina. Exclusive venue shall be in a court having jurisdiction in Henderson County, North Carolina.

24. This First Amended and Restated Interlocal Agreement may be executed in duplicate, each to have the force and effect of an original.

In witness whereof, the parties cause this contract to be duly approved by Resolution and have set their hand and seal.

THE TOWN OF LAUREL PARK

BY:_____
Mayor

Attest:

_____
Town Clerk

(Town Seal)

THE CITY OF HENDERSONVILLE

BY:_____
Mayor

Attest:

_____
City Clerk

(City Seal)

DRAFT

EXHIBIT A
TO FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT O PROVIDE FOR THE MERGER OF ABC SYSTEMS

Merger Agreement follows "Legacy Distributions"

Hendersonville Distributions are calculated from the Net Profit from 3 Stores in Hendersonville

Laurel Park Distributions are calculated from the Net Profits of Laurel Park Store #4

Current

City of Hendersonville	437,500	*50%*		Town of Laurel Park	103,230	*62%*
Henderson County	218,750	*25%*		Henderson County	41,625	*25%*
Henderson County Schools	210,000	*24%*		Henderson County Schools	19,980	*12%*
Henderson County Public Library	8,750	*1%*		Henderson County Public Libr	1,665	*1%*
	875,000	*100%*			**166,500**	*100%*

875,000
166,500
Combined Distributions

1,041,500

Proposal

City of Hendersonville	*42%*	437,500
Henderson County	*25%*	260,375
Henderson County Schools	*22%*	229,980
Town of Laurel Park	*10%*	103,230
Henderson County Public Library	*1%*	10,415
	100%	**1,041,500**

Law Enforcement

Laurel Park Police	12,500
Hendersonville Police Department	40,000

Educational Grants 95,000
Project Graduation
Safelight
HOPE Coalition
Henderson County Alcohol Recovery

ex. **Blue Ridge ABC 2025- 2026 Net Profit** **1,200,000**

City of Hendersonville	*42%*	504,000
Henderson County	*25%*	300,000
Henderson County Schools	*22%*	264,000
Town of Laurel Park	*10%*	120,000
Henderson County Public Library	*1%*	12,000
	100%	**1,200,000**

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL APRPOVING AN AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE TOWN OF LAUREL PARK FOR THE MERGER OF THE ABC SYSTEMS

WHEREAS, the City Council for the City of Hendersonville and the Town Council for Laurel Park adopted an Interlocal Agreement to Provide for the Merger of ABC Systems, dated May 8, 2024 ("Interlocal Agreement"); and

WHEREAS, based upon the adoption of the Interlocal Agreement the Laurel Park ABC System and the Hendersonville ABC System were merged, with the merger being effective July 1, 2024, pursuant to the authority of N.C.G.S. § 18B-703 and N.C.G.S. Chapter 160A Article 20, Part 1, the merged system now being known as the Blue Ridge ABC System; and

WHEREAS, pursuant to the Interlocal Agreement, effective July 1, 2024, the City of Hendersonville Board of Alcoholic Beverage Control and the Town of Laurel Park Alcoholic Beverage Control Board were merged into one consolidated board, known as the Blue Ridge Alcoholic Beverage Control Board; and

WHEREAS, the Blue Ridge Alcoholic Beverage Control Board and the merged system have operated successfully for one year, however, it has become apparent that certain amendments to the Interlocal Agreement could increase operational efficiencies; and

WHEREAS, the Blue Ridge Alcoholic Beverage Control Board has requested that the Town and the City amend the Interlocal Agreement to provide for these operational efficiencies, and the Town and City have agreed;

WHEREAS, a draft of the "First Amended and Restated Interlocal Agreement to Provide for the Merger of ABC Systems" has been presented to City Council for approval;

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

1. Pursuant to the authority of N.C.G.S. § 18B-703 and N.C.G.S. Chapter 160A Article 20, Part 1, the First Amended and Restated Interlocal Agreement to Provide for the Merger of ABC Systems (the "Agreement") is approved as presented.
2. The Mayor is authorized to execute the Agreement with such changes as she deems appropriate in consultation with the City Attorney, provided that any changes to the Agreement regarding the calculation or distribution of profits from the merged system shall require ratification of City Council.

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

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: Brent Detwiler **MEETING DATE:** September 4, 2025

AGENDA SECTION: PRESENTATIONS **DEPARTMENT:** Public Services

TITLE OF ITEM: Half Moon Heights Development Construction Runoff Update – *Brent Detwiler, Assistant City Manager - Public Services*

SUGGESTED MOTION(S):

N/A

SUMMARY:
City staff have been meeting with the developer and Henderson County staff regarding the issues of construction runoff from the Half Moon Heights development. There is a brief presentation on the latest updates.

BUDGET IMPACT: TBD

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

None

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY
PLANNING DIVISION

SUBMITTER:	Matthew Manley	**MEETING DATE:**	August 14, 2025
AGENDA SECTION:	New Business	**DEPARTMENT:**	Community Development

TITLE OF ITEM: Zoning Text Amendment: 3+4-Family Compliance + FIL Update (25-41-ZTA) – *Matthew Manley, AICP – Long-Range Planning Manager*

SUGGESTED MOTION(S):

For Approval:	**For Denial:**
I move Planning Board recommend City Council **adopt** an ordinance amending the official City of Hendersonville Zoning Ordinance Article V. – Zoning District Classifications, Article VI. General Provisions, Article VII. Development Review, & Article XVIII. Mixed Use Zoning to align with NC General Statute and updates to the City's Fee Schedule 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 'Goals & 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 changes bring the Zoning Ordinance into alignment with NC General Statute by relieving 3-&4-Family Dwellings from Building Design Standards 2. The proposed changes bring the Zoning Ordinance into alignment with NC General Statute by providing site design standards for all uses in Mixed Use Districts	I move Planning Board recommend City Council **deny** an ordinance amending the official City of Hendersonville Zoning Ordinance, Article V. – Zoning District Classifications, Article VI. General Provisions, Article VII. Development Review, & Article XVIII. Mixed Use Zoning to align with NC General Statute and updates to the City's Fee Schedule 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 'Goals & 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 changes will allow for incompatible building designs 2. The proposed changes should not require site design standards for single-family & two-family uses 3. The clarification of the Fee-in-Lieu of Sidewalk amount is not needed **[DISCUSS & VOTE]**

3. The proposed changes provide clarity to the provisions for Fee-in-Lieu of Sidewalks **[DISCUSS & VOTE]**	

SUMMARY: *The City of Hendersonville is initiating a zoning text amendment to update language throughout Article V in order to comply with changes to State Law which allow for residential structures with up to 4 dwelling units to be constructed under the Residential Building Code. This was previously an allowance for only single-family and two-family residences. The intent of this change was to make construction of triplexes and quadplexes more cost-effective. Prior to this change, 160D already stated that any dwellings constructed under the Residential Building Code could not be required to meet Building Design Standards. In order to remain in compliance with state law, every statement in the Zoning Ordinance referencing Design Standards not applying to single-family and two-family structures has to be updated to include three-family and four-family structures as well.*

Additionally, with the updated Fee Schedule adopted with the budget for FY2026, the Fee-in-Lieu of Sidewalk increased from $75 per LF to $130 per LF. Rather than make reference to a dollar amount in the zoning code, staff is proposing to only make reference to the Fee Schedule as it is reviewed annually.

The Planning Board unanimously supported the text updates, voting 6-0 at their August meeting.

PROJECT/PETITIONER NUMBER:	25-41-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 V. – ZONING DISTRICT CLASSIFICATIONS, ARTICLE VI. GENERAL PROVISIONS, ARTICLE VII. DEVELOPMENT REVIEW, & ARTICLE XVIII MIXED USE DISTRICTS TO COMPLY WITH GENERAL STATUTE & CITY OF HENDERSONVILLE FY26 FEE SCHEDULE

WHEREAS, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on August 14, 2025; voting 6-0 to recommend City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance, and

WHEREAS, City Council took up this application at its regular meeting on September 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 488) now states that residential buildings with four units or less may be constructed under the minimum standards of the Residential Building Code rather than the Commercial Building Code, and

WHEREAS, General Statute 160D-702 states that regulations of building design elements may not be applied to any structures subject to the Residential Building Code, and

WHEREAS, General Assembly Session Law 2024-57 required the City of Hendersonville Zoning Ordinance to come into compliance with these changes to state law effective July 1, 2025, and

WHEREAS, on July 1, 2025 the City of Hendersonville updated the Fee Schedule for Fiscal Year 2026 and increased the Fee-in-Lieu of Sidewalks to $130 per linear foot, and

WHEREAS, the City of Hendersonville Zoning Ordinance needs to reflect these timely updates, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on September 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 Article VI. General Provisions, Article VII. Development Review, & Article XVIII. Mixed Use.

ARTICLE V. ZONING DISTRICT CLASSIFICATIONS

Sec. 5-6. C-1 Central Business Zoning District Classification.

***

5-6-3. Development standards.

***

g) **Exceptions for single-family and two-family residences.** Single-family and two-family three-, and four-family residential dwellings shall not be required to comply with the streetscape design regulations contained in subsection 5-6-4.3 e) Reflective Surfaces.

***

Sec. 5-18. - EC Entry Corridor Overlay Districts.

5-18-4.9. Exceptions.

a) Single-family and two-family residential dwellings shall be required to comply with the provisions of sections 5-18-4.1—5-18-4.4, above, but they shall not be required to comply with the remaining regulations of the EC Entry Corridor Overlay Zoning Classification.

b) Small lots, defined as lots with less than 100 feet of frontage on an entry corridor roadway or with less than 100 feet of depth, may have site constraints which make strict compliance with the regulations contained in this section a hardship. In such cases, the approving authority for the city may approve deviations from such regulations so long as the plans of development are consistent with the goals and objectives stated herein.

Sec. 5-19. CMU Central Mixed Use Zoning District Classification.

***

g) **Exceptions for single-family, and two-family, three-, and four-family residences.** Single-family and two-family, three-, and four-family residential dwellings shall not be are encouraged to, but not required to comply with the streetscape architectural design regulations contained in this section 5-19-3.3 a) & e) above per G.S. 160D-702(b).

***

Sec. 5-22. GHMU Greenville Highway Mixed Use Zoning District Classification.

***

5-22-4 Design standards.

These standards are intended to apply to all development and redevelopment within the Greenville Highway Mixed Use Zoning District Classification. Applicants for authorization to undertake development or redevelopment within such zoning district must demonstrate compliance with these standards or must undergo alternative design review. NOTE: "Building design element" sub-sections noted below are encouraged but not required for one-, ~~and~~ two-, three & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-22-4.1.5 Architectural details. NOTE: ~~Section 5-22-4.1.5 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). The appearance of all exposed façades (not just the streetside façade) is important and shall be addressed in development design. Architectural elements like openings, sill details, bulkheads, posts, and other architectural features shall be used to establish human scale at the street level. On corner lots, the applicant shall provide distinctive architectural elements at the corner of buildings facing the intersection. Windows, doors, columns, eaves, parapets, and other building components shall be proportional to the overall scale of the building. Windows shall be vertically aligned.

All buildings other than one-, ~~and~~ two-f~~amily~~, three-, & four-family dwellings shall provide detailed design along all elevations. Detailed design shall be provided by using at least three of the following architectural features on all elevations. Features may be varied on rear/side/front elevations.

***

5-22-4.1.6 Building façades. NOTE~~: Section 5-22-4.1.6 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). Façades of buildings shall contain at least two building materials which shall contrast in color and texture. At least 15 percent of the façade, exclusive of windows, doors and trim, shall consist of stone, brick or decorative block.

5-22-4.1.7 Windows. NOTE: ~~Section 5-22-4.1.7 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). 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.

5-22-4.1.8 Building scale. NOTE: ~~Section 5-22-4.1 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). The scale of a building is a function of the size of the individual pieces of a building and their relationship to each other. The scale of a building is important in order to contribute to the overall diversity of building types, to give visual interest, and to maintain compatibility between buildings. These design standards regulate scale by means of offsets that is protrusions or breaks in the plane of façades.

***

5-22-4.1.10 Building materials. NOTE: ~~Section 5-22-4.1.10 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). Building materials shall be used consistently on the exterior of the building and shall comply with the lists of prohibited and restricted materials contained herein.

***

5-22-4.2 General standards for residential developments. NOTE: ~~Section 5-22-4.2 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). The following standards shall apply to developments containing only residential uses with the exception that multi-family buildings must comply with the general standards contained in section 5-22-5.3, below.

***

Sec. 5-23. HMU Highway Mixed Use Zoning District Classification.

***

5-23-4 Design standards.

NOTE: "Building design element" sub-sections noted below are not required for one-, two-, three-, & four ~~and two~~-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). These standards are intended to apply to all development and redevelopment (excluding one-, two-, three-, and two four-family dwellings) within the HMU Highway Mixed Use Zoning District Classification. Applicants for authorization to undertake development or redevelopment within such zoning district must demonstrate compliance with these standards or must undergo alternative design review.

***

5-23-4.1.5 Architectural details. NOTE~~: Section 5-23-4.1.5 is not required for one- and two-family dwellings~~ This section is encouraged but not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-23-4.1.6 Building façades. NOTE: ~~Section 5-23-4.1.6 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-23-4.1.7 Windows. NOTE: ~~Section 5-23-4.1.7 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-23-4.1.8 Building scale. NOTE: ~~Section 5-23-4.1.8 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-23-4.1.10 Building Materials. NOTE: ~~Section 5-23-4.1.10 is not required for one- and two-family dwellings~~ This section is encouraged but not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

~~**5-23-4.1.11 Certain exemptions for single-family detached homes.** Detached single-family homes shall be exempt from the requirements contained in sections 5-23-5.1.4 (common space) and 5-23-5.1.8 (building scale).~~

5-23-4.2 General standards for residential developments. NOTE: ~~Section 5-23-4.2 is not required for one- and two-family dwellings~~ This section is not required for one-, two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

The following standards shall apply to developments containing only residential uses with the exception that apartment buildings must comply with the general standards contained in section 5-23-5.3, below.

5-23-4.2.1 General appearance. ~~NOTE: Section 5-23-4.2.1 – 5-23-4.2.3 is not required for one- and two-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).~~

***

Sec. 5-24. UV Urban Village Conditional Zoning District Classification.

***

5-24-3 Development standards.

~~NOTE: Section 5-24-3 and subsections are not required for one- and two-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).~~

***

5-24-3.8 Design considerations. NOTE: "Building design element" sub-sections noted below are encouraged but not required for one- ~~and~~ two-, three- & four- family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-24-3.8.4 Architectural character. NOTE: ~~Section 5-24-3.8.4~~ This Section is not required for one- ~~and~~ two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-24-3.8.8 Architectural details. NOTE: ~~Section 5-24-3.8.8~~ This Section is not required for one- ~~and~~ two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-24-3.8.9 Building walls. NOTE: ~~Section 5-24-3.8.9~~ This Section is not required for one- ~~and~~ two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

Sec. 5-25. UR Urban Residential Conditional Zoning District Classification.

***

5-25-5 Design considerations.

NOTE: "Building design element" sub-sections noted below are encouraged but not required for one- ~~and~~ two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-25-5.4 Architectural character. NOTE: ~~Section 5-25-5.4~~ This Section is not required for one- ~~and~~ two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-25-5.8 Architectural details. NOTE: ~~Section 5-25-5.8~~ This Section is not required for one- ~~and~~ two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-25-5.9 Building walls. NOTE~~: Section 5-25-5.9~~ This Section is not required for one- ~~and~~ two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-25-5.12 Building scale. NOTE: ~~Section 5-25-5.12~~ This Section is not required for one- ~~and~~ two-, three-, & four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

Sec. 5-27. CHMU Commercial Highway Mixed Use Zoning District Classification.

***

5-27-4 Design standards.

NOTE: "Building design element" sub-sections noted below are encouraged but not required for one- ~~and~~ two-, three-, & four- family dwellings.

***

5-27-4.1.5 Architectural details. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). The appearance of all street side façades is important and shall be addressed in development design. Architectural elements like openings, sill details, posts, and other architectural features shall be used to establish human scale at the street level. On corner lots, the applicant shall provide distinctive architectural elements at the corner of buildings facing the intersection. Windows, doors, columns, eaves, parapets, and other building components shall be proportional to the overall scale of the building. Windows shall be vertically aligned.

***

5-27-4.1.6 Building façades. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). Front, rear and side façades of buildings shall contain at least two building materials which shall contrast in color and texture. At least 15 percent of the façade, exclusive of windows, doors and trim, shall consist of stone, brick, decorative concrete or decorative block.

5-27-4.1.7 Windows. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). 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.

5-27-4.1.8 Building scale. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b). The scale of a building is a function of the size of the individual pieces of a building and their relationship to each other. The scale of a building is important in order to contribute to the overall diversity of building types, to give visual interest, and to maintain compatibility between buildings. These design standards regulate scale by means of offsets, that is, protrusions or breaks in the plane of façades.

***

5-27-4.1.10 Building materials. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-27-4.2 General standards for residential developments. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

The following standards shall apply to developments containing only residential uses with the exception that multi-family buildings must comply with the general standards contained in section 5-27-5.3, below.

5-27-4.2.1 General appearance. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

Residential development shall contain a variation of façades and materials so that there shall not be a row or strip housing appearance. Means to accomplish this goal may include the use of dormers, gables, recessed entries, covered porch entries, bay windows, cupolas or towers, and a variation in the depth and height of walls, among others.

5-27-4.2.2 Architectural. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

5-27-4.2.3 Configurations. NOTE: This Section is not required for one- two-, three-, & four-family dwellings, property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

ARTICLE VI. GENERAL PROVISIONS

6-2-3 - Nonconforming vacant lots.

***

c) With regard to residential dwellings, variances authorized pursuant to subsection b), above, shall be limited to single-~~family dwellings. T~~ two-~~family~~, three-, and four-family dwellings. ~~or m~~ Multi-family residential dwellings shall not be entitled to such a variance**.**

***

6-12-3 Payment of fee in lieu of construction of sidewalks.

In lieu of requiring construction of the sidewalks, the city manager may allow the applicant to pay a fee* ~~of $75.00*~~ per linear foot of sidewalk not constructed, which is hereby determined to be the cost of constructing sidewalks, into the city sidewalk fund when one or more of the following conditions exist.

a) An administrative decision is made determining that construction of sidewalks will not result in useful pedestrian walkways due to one or more of the following:

1) Topographical features will result in impractical design.

2) The lack of adjacent right-of-way for the construction of future sidewalk on adjacent properties.

b) The sidewalk location is not identified as a short-term recommendation, long-term recommendation or included as part of the comprehensive recommended pedestrian network in the most recently adopted City of Hendersonville Pedestrian Plan.

* In the event that the City of Hendersonville includes the fee for this Section 6-12-3 in the city's fee schedule, the fee as stated in the fee schedule shall be deemed to control.

c) As an alternative to a payment in lieu of the installation and construction of sidewalks or a portion thereof, the city manager may approve the applicant constructing an equivalent linear footage of sidewalk off site. The specific location for the sidewalk construction shall be at the city manager's discretion. The off-site sidewalk construction shall be completed, inspected and approved prior to a certificate of occupancy being issued.

***

ARTICLE VII. DEVELOPMENT REVIEW

Sec. 7-8. - Planned developments.

This section applies to all planned developments regardless of use district or classification and regardless of the development review process required. A planned development consists of land that is under unified control and planned and developed as a whole and which includes principal and accessory structures and uses substantially related to the character and purposes of the planned development. A planned development shall be constructed according to comprehensive and detailed plans which include not only streets, utilities, lots or building sites, and the like, but also site plans and floor plans for all buildings as intended to be located, constructed, used, and related to each other, and detailed plans for other uses and improvements on the land as related to the buildings, provided that floor plans shall not be required ~~for single-family or two-family dwelling units~~ unless consented to by the applicant.

A planned development shall include a program for the provision, operation, and maintenance of such areas, facilities, and improvements as will be for common use by some or all of the occupants of the planned development district, but which will not be provided, operated, or maintained at general public expense.

***

ARTICLE XVIII. MIXED USE ZONING

***

18-6-4.1 Architectural character. NOTE: Section 18-6-4.1 is not required for one-, ~~and~~ two-~~family~~, three-, and four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

18-6-4.5 Architectural details. NOTE: Section 18-6-4.5 is not required for one-, ~~and~~ two-~~family~~, three-, and four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

18-6-4.7 Building walls. NOTE: Section 18-6-4.7 is not required for one-, ~~and~~ two-~~family~~, three-, and four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

***

18-6-4.8 Building materials. NOTE: Section 18-6-4.8 is not required for one-, ~~and~~ two-~~family~~, three-, and four-family dwellings; property owners/developers may voluntarily consent to these standards per G.S. 160D-702(b).

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of September, 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: Tyler Morrow

MEETING DATE: September 4th, 2025

AGENDA SECTION: Public Hearing

DEPARTMENT: Community Development

TITLE OF ITEM: Annexation: Public Hearing- 412 McMurray Road (Gergi Logistics LLC) (25-42-ANX)– *Tyler Morrow, Current Planning Manager*

SUGGESTED MOTION(S):

For Approval:	**For Denial:**
I move City Council adopt an ordinance of the City of Hendersonville to annex noncontiguous property owned by Sergii Gergi, general manager of Gergi Logistics LLC , identified as PIN 9588-32-9376, finding that the standards established by North Carolina General Statute 160A-58.1 have been satisfied and that the annexation is in the best interest of the City.	I move that City Council deny the petition received from Sergii Gergi, general manager of Gergi Logistics LLC, requesting the annexation of that property having PIN 9588-32-9376.

SUMMARY: *File # 25-42-ANX*

The City of Hendersonville has received a petition from Sergii Gergi, general manager of Gergi Logistics LLC for satellite annexation of PIN 9588-32-9376 located at 412 McMurray Road that is approximately 14.22 acres. Please refer to the attached maps for additional information.

On July 2nd, 2025, City Council accepted the City Clerk's Certificate of Sufficiency for the petition and set August 7th, 2025, as the date for the public hearing. The public hearing was opened by City Council at their August 7th, 2025 meeting and continued to the September 4th, 2025, City Council meeting.

PROJECT/PETITIONER NUMBER:	• 25-42-ANX
PETITIONER NAME:	• Sergii Gergi, general manager of Gergi Logistics LLC

ATTACHMENTS:	1. Ordinance 2. Signed Certificate of Sufficiency 3. Signed Resolution setting public hearing 4. Annexation Plat 5. Typed legal description 6. GIS map 7. Deed 8. Annexation Application

Ordinance #___-____

Return to: City of Hendersonville box

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

Re: Petition for Satellite Annexation
Petitioner: Sergii Gergi, general manager of Gergi Logistics LLC
File No. 25-42-ANX

WHEREAS, The City of Hendersonville has been petitioned by Sergii Gergi, general manager of Gergi Logistics LLC pursuant to North Carolina General Statutes (NCGS) 160A-58.1, as amended, to annex the area described herein below; and,

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

WHEREAS, a public hearing on the question of this annexation was opened and continued at City Hall at 160 6th Ave East, Hendersonville, NC at 5:45 pm, on the 7th day of August 2025, after due notice by publication as provided by law on July 20th, 2025. The public hearing on the question of this annexation was continued at the City Operations Center at 305 Williams Street, Hendersonville, NC at 5:45 pm, on the 4th day of September 2025; and

WHEREAS, the City Council further finds the areas described therein meets the standards of N.C. G.S. 160A-58.1(b), to wit;

a) The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.
b) The nearest point on the proposed satellite corporate limit is approximately 6,903’ from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.

c) The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S.160A-58.1 (a).
d) No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville (Village of Flat Rock approximately 8,310' away).
e) The area is situated so the City will be able to provide the same services within the proposed corporate limits that is provided within the primary corporate limits.
f) The area proposed for annexation is not subject to subdivision regulation as described N.C.G.S. § 160D-802.
g) The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.
h) The area for annexation meets all other requirements defined in NC 160A-58.54 regarding the character of the area to be annexed.

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

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

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

1: By virtue of the authority granted by N.C.G.S. 160A-58.2, as amended, the following described noncontiguous area is hereby annexed and made part of the City of Hendersonville as of the 4th day of September 2025.

Being all of that real property consisting of PIN 9588-32-9376 described in the plat recorded in Book 2025- _____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9588-32-9376 being described by metes and bounds as follows:

Being a certain 14.22± acre tract of land situate in Blue Ridge Township of Henderson County, North Carolina as shown on Plat Book 2021, Page 13545 of the Henderson County Register of Deeds Office and being more particularly described by metes and bounds as follows:

Beginning at an existing 3/4" open top pipe in the margin the right of way of McMurray Road as shown in Plat Book 2021 Page 13545 of the Henderson County Register of Deeds Office; thence with the margin of said road N 04°19'51" E a distance of 127.60 feet to a unmarked point, herein after called: point, and said point standing S 84°55'09" E a distance of 9.11 feet from an existing 1/2" rebar; thence leaving the margin of said road and with the line of Troy and Frances Sherman as described in Deed Book 1475, Page 449 of said registry the following two courses and distances: (1) S 84°55'09" E a distance of 261.86 feet to an existing 1/2" rebar; thence (2) N 07°04'51" E a distance

of 142.90 feet to an existing 1/2” rebar; thence with the margin of a private right of way as described in Deed Book 1474, Page 449 of said registry and continuing with the line of Troy and Frances Sherman S 83°36'46" W a distance of 271.33 feet to a point in the margin of said road; thence leaving the line of Troy and Frances Sherman and with the margin of said road and continuing with the line of the said private right of way N 06°06'05" E a distance of 29.31 feet to a point, and said point standing N 83°50'57" E a distance of 11.86 feet from an existing 1/2" rebar with cap; thence leaving the margin of said road and continuing with the line of the said private right of way and with the line of Owenby Trust as described in Deed Book 3285, Page 587 of said registry the following two courses and distances: (1) N 83°50'57" E a distance of 147.27 feet to an existing 3/4" open top pipe; thence (2) N 82°52'01" E a distance of 50.50 feet to an existing 3/4" open top pipe in concrete; thence leaving the said private right of way and continuing with the line of Owenby Trust the following two courses and distances: (1) N 08°36'24" E a distance of 84.34 feet to an existing 1/2" rebar, and said rebar standing S 02°15'47" W a distance of 33.33 feet from an existing 1/2" rebar in concrete with “Corn” cap; thence (2) N 83°17'47" W a distance of 196.57 feet to a point in the margin of said road, said point standing S 86°14'47" E a distance of 11.74 feet from an existing 1/2" rebar with cap; thence leaving the line of Owenby Trust and with the margin of said road N 05°57'31" E a distance of 201.00 feet to a new 1/2" rebar; thence leaving the margin of said road S 88°35'39" E a distance of 245.80 feet to an existing 1/2” rebar, said rebar standing S 09°09'22" E a distance of 119.33 feet from an existing 1/2" rebar with “2431” cap; thence S 88°32'52" E a distance of 1001.21 feet to a new 1/2" rebar; thence with the line now or formerly of Sarah H. Murray S 06°36'43" W a distance of 190.87 feet to a point, and said point standing N 48°22'59" W a distance of 686.06 feet from a found 6” axle; thence leaving the line of Sarah Murray and with the line of Billy and Catherine Hill as described in Deed Book 822, Page 275 of said registry and with the centerline of the creek the following five courses and distances: (1) S 60°11'06" W a distance of 38.67 feet to a point; thence (2) S 33°53'33" W a distance of 76.22 feet to a point; thence (3) S 31°02'29" W a distance of 103.25 feet to a point; thence (4) S 19°52'06" W a distance of 156.91 feet to a point; thence (5) S 05°14'30" W a distance of 53.00 feet to a point; thence leaving said creek and with the line of K-2 Properties LLC as described Deed Book 1285, Page 560 of said registry the following two courses and distances: (1) N 89°14'47" W a distance of 22.62 feet to an existing 5/8” rebar with BME cap, said rebar standing N 38°16'37" E a distance of 612.27 feet from an existing 5/8” rebar with BME cap; thence (2) N 88°59'20" W a distance of 1071.07' to the POINT AND PLACE OF BEGINNING, containing 14.22± acres.

2: Upon and after the 4th day of September 2025, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.

3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory,

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

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

_____

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

_____

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:

_____

CERTIFICATE OF SUFFICIENCY

Re: Petition for Satellite Annexation
Petitioner: Sergii Gergi, general manager of Gergi Logistics LLC
File No. 25-42-ANX

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

1. A petition has been received for satellite annexation of properties consisting of +/- 14.22 acres located at 412 McMurray Road in Flat Rock, NC, being tax parcel PIN 9588-32-9376, and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."

2. An investigation has been completed as required by N.C.G.S. § 160A-58.2 of the Petition for compliance with the requirements of N.C.G.S. § 160A-58.1.

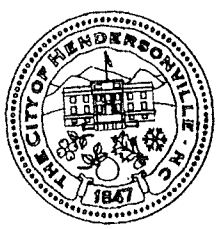
Based upon this investigation, I find that

1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.
2. The nearest point on the proposed satellite corporate limit is approximately 6,903' from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.
3. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S.160A-58.1 (a).
4. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville (Village of Flat Rock approximately 8,310' away).
5. The area is situated so the City will be able to provide the same services within the proposed corporate limits that is provided within the primary corporate limits.
6. The area proposed for annexation is not subject to subdivision regulation as described N.C.G.S. § 160D-802.
7. The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.
8. The area for annexation meets all other requirements defined in NC 160A-58.54 regarding the character of the area to be annexed.

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

In witness hereof, I have set my hand and the City Seal on this the 2nd day of July, 2025.

(City Seal)



Jill Murray, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Being all of that real property consisting of PIN 9588-32-9376 described in the plat recorded in Book 2025- _____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9588-32-9376 being described by metes and bounds as follows:

Being a certain 14.22± acre tract of land situate in Blue Ridge Township of Henderson County, North Carolina as shown on Plat Book 2021, Page 13545 of the Henderson County Register of Deeds Office and being more particularly described by metes and bounds as follows:

Beginning at an existing 3/4" open top pipe in the margin the right of way of McMurray Road as shown in Plat Book 2021 Page 13545 of the Henderson County Register of Deeds Office; thence with the margin of said road N 04°19'51" E a distance of 127.60 feet to a unmarked point, herein after called: point, and said point standing S 84°55'09" E a distance of 9.11 feet from an existing 1/2" rebar; thence leaving the margin of said road and with the line of Troy and Frances Sherman as described in Deed Book 1475, Page 449 of said registry the following two courses and distances: (1) S 84°55'09" E a distance of 261.86 feet to an existing 1/2" rebar; thence (2) N 07°04'51" E a distance of 142.90 feet to an existing 1/2" rebar; thence with the margin of a private right of way as described in Deed Book 1474, Page 449 of said registry and continuing with the line of Troy and Frances Sherman S 83°36'46" W a distance of 271.33 feet to a point in the margin of said road; thence leaving the line of Troy and Frances Sherman and with the margin of said road and continuing with the line of the said private right of way N 06°06'05" E a distance of 29.31 feet to a point, and said point standing N 83°50'57" E a distance of 11.86 feet from an existing 1/2" rebar with cap; thence leaving the margin of said road and continuing with the line of the said private right of way and with the line of Owenby Trust as described in Deed Book 3285, Page 587 of said registry the following two courses and distances: (1) N 83°50'57" E a distance of 147.27 feet to an existing 3/4" open top pipe; thence (2) N 82°52'01" E a distance of 50.50 feet to an existing 3/4" open top pipe in concrete; thence leaving the said private right of way and continuing with the line of Owenby Trust the following two courses and distances: (1) N 08°36'24" E a distance of 84.34 feet to an existing 1/2" rebar, and said rebar standing S 02°15'47" W a distance of 33.33 feet from an existing 1/2" rebar in concrete with "Corn" cap; thence (2) N 83°17'47" W a distance of 196.57 feet to a point in the margin of said road, said point standing S 86°14'47" E a distance of 11.74 feet from an existing 1/2" rebar with cap; thence leaving the line of Owenby Trust and with the margin of said road N 05°57'31" E a distance of 201.00 feet to a new 1/2" rebar; thence leaving the margin of said road S 88°35'39" E a distance of 245.80 feet to an existing 1/2" rebar, said rebar standing S 09°09'22" E a distance of 119.33 feet from an existing 1/2" rebar with "2431" cap; thence S 88°32'52" E a distance of 1001.21 feet to a new 1/2" rebar; thence with the line now or formerly of Sarah H. Murray S 06°36'43" W a distance of 190.87 feet to a point, and said point standing N 48°22'59" W a distance of 686.06 feet from a found 6" axle; thence leaving the line of Sarah Murray and with the line of Billy and Catherine Hill as described in Deed Book 822, Page 275 of said registry and with the centerline of the creek the following five courses and distances: (1) S 60°11'06" W a distance of 38.67 feet to a point; thence (2) S 33°53'33" W a distance of 76.22 feet to a point; thence (3) S 31°02'29" W a distance of 103.25 feet to a point; thence (4) S 19°52'06" W a distance of 156.91 feet to a point; thence (5) S 05°14'30" W a distance of 53.00 feet to a point; thence leaving said creek and with the line of K-2 Properties LLC as described Deed Book 1285, Page 560 of said registry the following two courses and distances: (1) N 89°14'47" W a distance

of 22.62 feet to an existing 5/8" rebar with BME cap, said rebar standing N 38°16'37" E a distance of 612.27 feet from an existing 5/8" rebar with BME cap; thence (2) N 88°59'20" W a distance of 1071.07' to the POINT AND PLACE OF BEGINNING, containing 14.22± acres.

Resolution #R-25-63

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

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

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

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

Section 1. A public hearing on the question of annexation of the satellite area described herein will be held at City Hall located at160 6th Ave E. Hendersonville NC, 28792 at 5:45 p.m. August 7th, 2025, or as soon thereafter as it may be heard.

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

Being all of that real property consisting of PIN 9588-32-9376 described in the plat recorded in Book 2025- _____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9588-32-9376 being described by metes and bounds as follows:

Being a certain 14.22± acre tract of land situate in Blue Ridge Township of Henderson County, North Carolina as shown on Plat Book 2021, Page 13545 of the Henderson County Register of Deeds Office and being more particularly described by metes and bounds as follows:

Beginning at an existing 3/4" open top pipe in the margin the right of way of McMurray Road as shown in Plat Book 2021 Page 13545 of the Henderson County Register of Deeds Office; thence with the margin of said road N 04°19'51" E a distance of 127.60 feet to a unmarked point, herein after called: point, and said point standing S 84°55'09" E a distance of 9.11 feet from an existing 1/2" rebar; thence leaving the margin of said road and with the line of Troy and Frances Sherman as described in Deed Book 1475, Page 449 of said registry the following two courses and distances: (1) S 84°55'09" E a distance of 261.86 feet to an existing 1/2" rebar; thence (2) N 07°04'51" E a distance of 142.90 feet to an existing 1/2" rebar; thence with the margin of a private right of way as described in Deed Book 1474, Page 449 of said registry and continuing with the line of Troy and Frances Sherman S 83°36'46" W a distance of 271.33 feet to a point in the margin of said road; thence leaving the line of Troy and Frances Sherman and with the margin of said road and continuing with the line of the said private right of way N 06°06'05" E a distance of 29.31 feet to a point, and said point standing N 83°50'57" E a distance of 11.86 feet from an existing 1/2" rebar with cap; thence leaving the margin of said road and continuing with the line of the said private right of way and with the line of Owenby Trust as described in Deed Book 3285, Page 587 of said registry the following two courses and distances: (1) N 83°50'57" E a distance of 147.27 feet to an existing 3/4" open top pipe; thence (2) N 82°52'01" E a distance of 50.50 feet to an existing 3/4" open top pipe in concrete; thence leaving the said private right of way and continuing with the line

of Owenby Trust the following two courses and distances: (1) N 08°36'24" E a distance of 84.34 feet to an existing 1/2" rebar, and said rebar standing S 02°15'47" W a distance of 33.33 feet from an existing 1/2" rebar in concrete with "Corn" cap; thence (2) N 83°17'47" W a distance of 196.57 feet to a point in the margin of said road, said point standing S 86°14'47" E a distance of 11.74 feet from an existing 1/2" rebar with cap; thence leaving the line of Owenby Trust and with the margin of said road N 05°57'31" E a distance of 201.00 feet to a new 1/2" rebar; thence leaving the margin of said road S 88°35'39" E a distance of 245.80 feet to an existing 1/2" rebar, said rebar standing S 09°09'22" E a distance of 119.33 feet from an existing 1/2" rebar with "2431" cap; thence S 88°32'52" E a distance of 1001.21 feet to a new 1/2" rebar; thence with the line now or formerly of Sarah H. Murray S 06°36'43" W a distance of 190.87 feet to a point, and said point standing N 48°22'59" W a distance of 686.06 feet from a found 6" axle; thence leaving the line of Sarah Murray and with the line of Billy and Catherine Hill as described in Deed Book 822, Page 275 of said registry and with the centerline of the creek the following five courses and distances: (1) S 60°11'06" W a distance of 38.67 feet to a point; thence (2) S 33°53'33" W a distance of 76.22 feet to a point; thence (3) S 31°02'29" W a distance of 103.25 feet to a point; thence (4) S 19°52'06" W a distance of 156.91 feet to a point; thence (5) S 05°14'30" W a distance of 53.00 feet to a point; thence leaving said creek and with the line of K-2 Properties LLC as described Deed Book 1285, Page 560 of said registry the following two courses and distances: (1) N 89°14'47" W a distance of 22.62 feet to an existing 5/8" rebar with BME cap, said rebar standing N 38°16'37" E a distance of 612.27 feet from an existing 5/8" rebar with BME cap; thence (2) N 88°59'20" W a distance of 1071.07' to the POINT AND PLACE OF BEGINNING, containing 14.22± acres.

Re: Petition for Satellite Annexation
Petitioner: Sergii Gergi, general manager of Gergi Logistics LLC
File No. 25-42-ANX

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July, 2025.

Barbara G. Volk, Mayor, City of Hendersonville

Attest:

Jill Murray, City Clerk

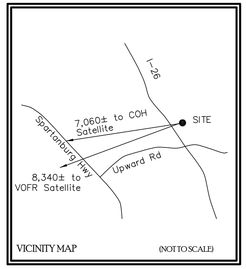
Approved as to form:

Angela S. Beeker, City Attorney

ANNEXATION PLAT FOR
GERGI LOGISTICS LLC (OWNER)
412 McMURRAY ROAD

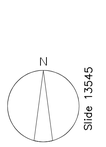
STATE OF NORTH CAROLINA
HENDERSON COUNTY
BLUE RIDGE TOWNSHIP

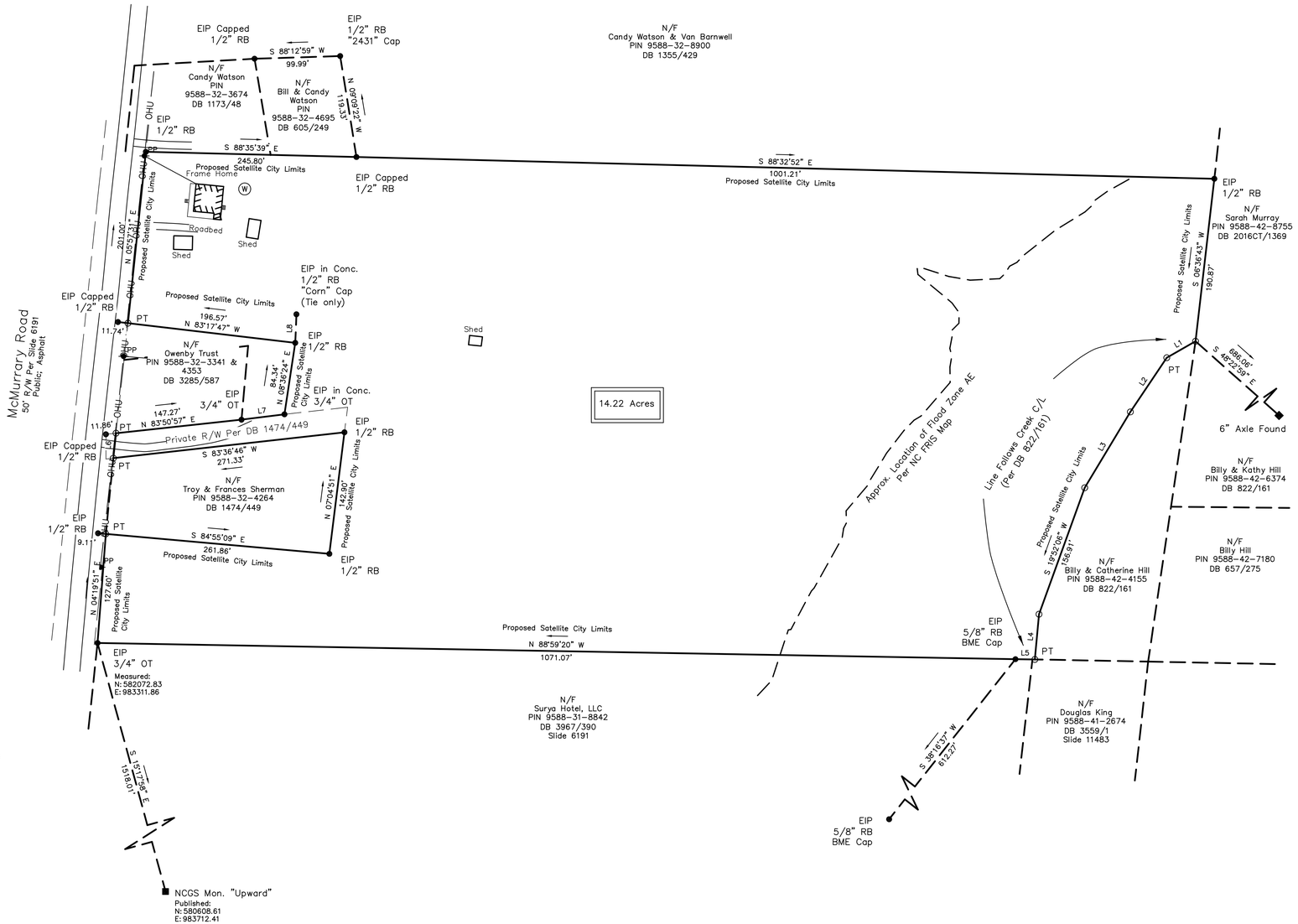
REFERENCES
DEED BOOK 3805 PAGE 139
PLAT SLIDE 13545
PIN 9588-32-9376



LEGEND

NIP	●	NEW IRON PIN 1/2" REBAR
PT	○	UNMARKED POINT
EIP	●	EXISTING IRON PIN
OT	●	OPEN TOP
PIN		PARCEL ID NUMBER
COH		CITY OF HENDERSONVILLE
VOFR		VILLAGE OF FLAT ROCK
PP		POWER POLE
LP		LIGHT POLE
R/W		RIGHT-OF-WAY
N/F		NOW OR FORMERLY
DB		DEED BOOK
PB		PLAT BOOK
		BOUNDARY LINE
		ADJOINER LINE
		R/W LINE
OHU		OVERHEAD UTILITIES





LINE	BEARING	DISTANCE
L1	S 60°11'06" W	38.67'
L2	S 33°53'33" W	76.22'
L3	S 31°02'29" W	103.25'
L4	S 05°14'30" W	53.00'
L5	N 89°14'47" W	22.62'
L6	N 06°06'05" E	29.31'
L7	N 82°52'01" E	50.50'
L8	N 02°15'47" E	33.33'

0 70 140 210
1" = 70'

NOTES

THE PURPOSE OF THIS PLAT IS TO ANNEX PARCEL #9588-32-9376 (14.22 SATELLITE ACRES) INTO THE CITY LIMITS OF HENDERSONVILLE AS SHOWN ON THIS SURVEY.

A PORTION OF THIS PROPERTY IS LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM #3700958800J, DATED 10/02/2008.

SURVEYOR WAS NOT PROVIDED WITH A LEGAL TITLE SEARCH. THERE MAY EXIST EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS PERTINENT TO THIS PROPERTY THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE THAT ARE NOT SHOWN ON THIS SURVEY.

NO UNDERGROUND UTILITIES WERE LOCATED. CALL 1-800-632-4949 BEFORE DIGGING.

ALL BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ON AND ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT SURVEYED OR CONSIDERED AS PART OF THIS SURVEY.

NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE EXISTENCE OF UNDERGROUND OR OVERHEAD CONDITIONS, CONTAINERS, OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.

AREA BY COORDINATE COMPUTATION.

PROPERTY LINES SHOWED AS DASHED WERE NOT FIELD SURVEYED. THEY WERE PLOTTED FROM RECORD DOCUMENTS.

SUBJECT PROPERTY CURRENTLY ZONED INDUSTRIAL BY HENDERSON COUNTY.

ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

THIS PLAT REPRESENTS THE AREA BEING ANNEXED TO THE CITY OF HENDERSONVILLE, NC PURSUANT TO THE NCGS 160A-31, BY ORDINANCE DULY ADOPTED (ANNEXATION ORDINANCE _____).

THIS THE _____ DAY OF _____, 2025.

_____
JILL MURRAY, CITY CLERK

I, Charles P. Erdman, certify that this plat was drawn under my supervision from an actual survey made under my supervision (Deed description recorded in Bk. 3805, Pg. 139); that the boundaries not surveyed are clearly indicated as drawn from information found in Bk. N/A, Pg. N/A; that the ratio of precision as calculated is 1:10,000; that this plat was prepared in accordance with G.S.47-30 as amended. Witness my original signature, registration number, and seal this 1st day of June, 2025.

_____
Charles P. Erdman PLS L-5571

NORTH CAROLINA PROFESSIONAL SEAL L-5571 CHARLES P. ERDMAN LAND SURVEYOR

C. P. ERDMAN PLS L-5571
FIRM LICENSE # P-2907

N
W Erdman Land Surveying, PLLC
E
PO Box 333
Flat Rock, NC, 28731
Phone: (828) 290-3810

SURVEY	CPE
DRAWN	CPE
DATE	07/01/2025
JOB #	25-115

Being a certain 14.22± acre tract of land situate in Blue Ridge Township of Henderson County, North Carolina as shown on Plat Book 2021, Page 13545 of the Henderson County Register of Deeds Office and being more particularly described by metes and bounds as follows:

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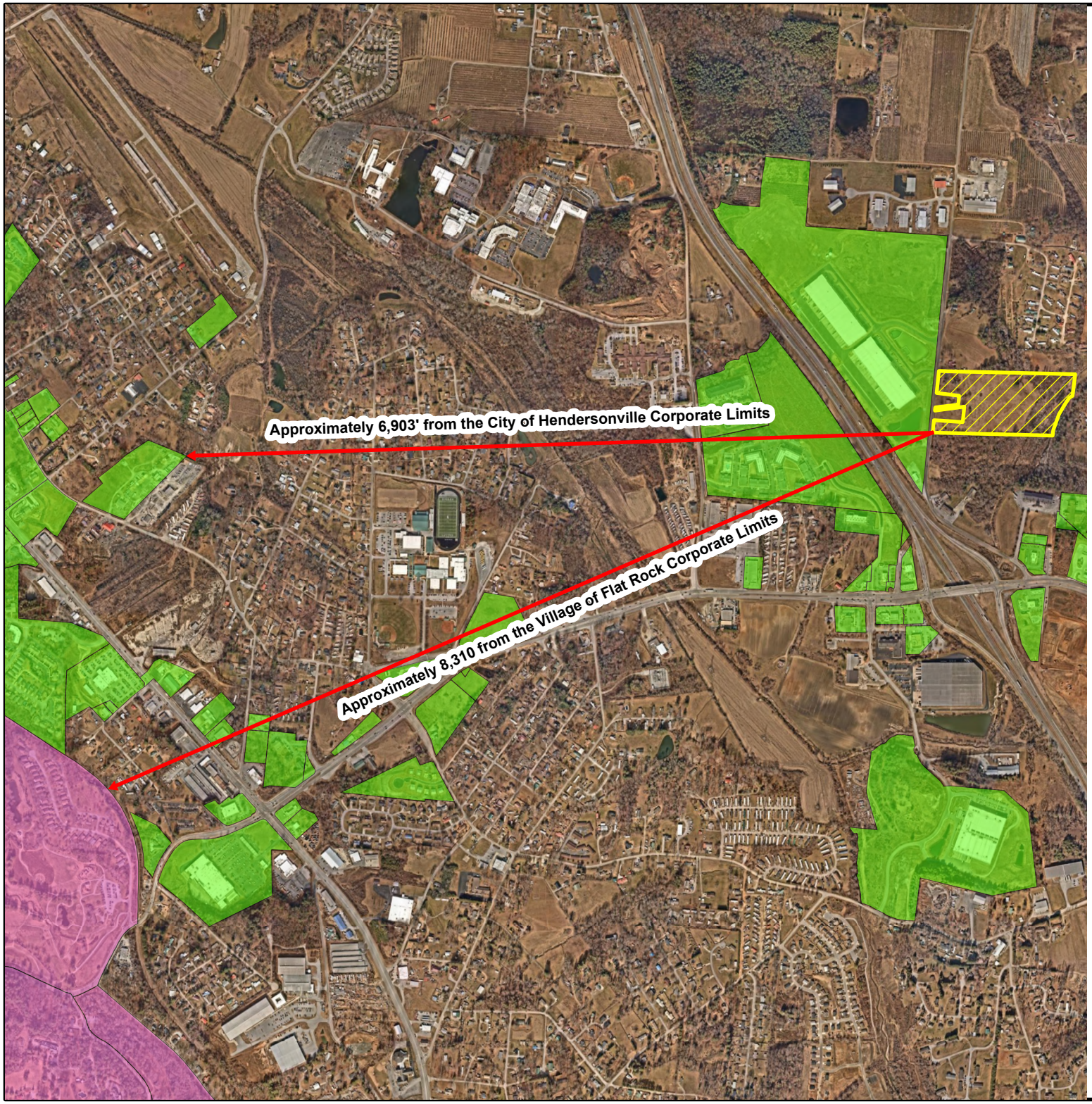
feet to a point; thence (4) S 19°52'06" W a distance of 156.91 feet to a point; thence (5) S 05°14'30" W a distance of 53.00 feet to a point; thence leaving said creek and with the line of K-2 Properties LLC as described Deed Book 1285, Page 560 of said registry the following two courses and distances: (1) N 89°14'47" W a distance of 22.62 feet to an existing 5/8” rebar with BME cap, said rebar standing N 38°16'37" E a distance of 612.27 feet from an existing 5/8” rebar with BME cap; thence (2) N 88°59'20" W a distance of 1071.07' to the POINT AND PLACE OF BEGINNING, containing 14.22± acres.



0 500 1,000 2,000
Feet

City of Hendersonville
June 2025

N
E
S

412 McMurray Road

25-42-ANX

PIN: 9588-32-9376

Acreage: 14.22

Satellite Annexation Map

Subject Property

Municipal Borders

Flat Rock

Hendersonville

THE CITY OF HENDERSONVILLE · N C
1847

Community Development Dep t

BK 3805 PG 139 - 150 (12) DOC# 965386
This Document eRecorded: 10/18/2021 04:51:20 PM
Fee: $26.00
Henderson County, North Carolina
William Lee King, Register of Deeds

GENERAL WARRANTY DEED

Prepared By: Timithy R. Cosgrove, Attorney at Law
100A Chadwick Square Court, Hendersonville, NC 28739
Return To: Phillip C. Price, Attorney at Law (21-0901)
1200 Ridgefield Blvd, Suite 180, Asheville, NC 28806

Stamps =$2,200.00

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

THIS DEED made this 4th day of October, in the year of our Lord, two thousand twenty one between:

Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman a/k/a Texie Sherman and wife, Frances Wilma Sherman, Marilyn Sinard Sherman, (Widow) Sole Beneficiary of the Estate of Johnny Louis Sherman, Paul Allen Johnson, Executor of the Estate of Johnny Louis Sherman, Catherine Sherman McMinn, by and through her Power of Attorney Verlyn Owenby, Mary Verlyn Sherman (Widow) and David Sherman and wife, Savannah Leigh Connor

110 Fork Creek Road, East Flat Rock, North Carolina 28726

of the County of Henderson and State of North Carolina, of the First Part,

and

GERGI LOGISTICS, LLC a North Carolina Limited Liability Company,
by and through its Manager, Sergii Gergi S.G.
14 Moss Pink Place, Asheville, North Carolina 28806-8844

of the County of Buncombe and State of North Carolina, of the Second Part:

WHEREAS, the property described herein was previously conveyed to William Sherman and wife, Grace Sherman a/k/a Texie Sherman by Deed recorded in Deed Book 267 Page 145 Henderson County Registry; and

WHEREAS, William Sherman died in Henderson County, North Carolina on April 16, 1990 leaving Grace Sherman as owner of said property; and

WHEREAS, Grace Sherman a/k/a Texie Sherman died testate in Henderson County, North Carolina on December 2, 2011; and

WHEREAS, Troy Lee Sherman qualified as Executor of the Estate of Grace Sherman with Letters Testamentary having been issued to him on January 5, 2012 in File No. 12-E-10 in the Office of the Clerk of Superior Court in and for Henderson County, North Carolina; and

WHEREAS, pursuant to the Last Will and Testament of Grace Sherman dated August 10, 2007, the real estate described herein was devised to her four children, Johnny L. Sherman, Troy Lee Sherman, Roy

Submitted electronically by "The Phillip C. Price Law Firm, PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Henderson County Register of Deeds.

BK 3805 PG 139 - 150 (12) DOC# 965386

Sherman and Catherine Sherman McMinn; and

WHEREAS, Johnny L. Sherman died testate in Henderson County, North Carolina on July 23, 2021, leaving his entire estate to his spouse, Marilyn Sinard Sherman; and

WHEREAS, the Last Will and Testament of Johnny L. Sherman is presently being probated through the Office of the Clerk of Superior Court for Henderson County, North Carolina In File No. 21-E-877 with Paul Allen Johnson having been appointed as Executor; and

WHEREAS, Roy Sherman also known as William Albert Sherman died testate on August 4, 2009 in Henderson County, North Carolina survived by his wife, Mary Verlyn Sherman and one son, David Sherman, presently of Henderson County, North Carolina; and

WHEREAS, pursuant to a Settlement Agreement filed in the Superior Court Division of the General Court of Justice in File No. 12-E-10, David Sherman succeeded to the share of Roy Sherman's interest in the property described herein pursuant to a Judgment Approving Settlement Agreement filed on March 30, 2015 in File No. 12-E-10 in the Office of the Clerk of Superior Court for Henderson County, North Carolina. Pursuant to that Settlement Agreement, the proceeds from the sale of the real property of the Estate will be paid to David Sherman; and

WHEREAS, Catherine Sherman McMinn's interest in said property shall be conveyed by her Power of Attorney, Verlyn Owenby according to a Power of Attorney recorded in Deed Book 3285 Page 479 Henderson County Registry.

NOW, THEREFORE THIS CONEYANCE:

WITNESSETH, that the parties of the first part, for and in consideration of the sum of ($10.00) TEN Dollars and other valuable consideration in hand paid by the said parties the second part, the receipt whereof is hereby acknowledged, have bargained and sold, conveyed and confirmed, and by these presents do bargain and sell, convey and confirm, unto the said parties of the second part, their heirs and assigns forever, all the following described pieces or parcels of land lying and being in the Township of Blue Ridge, County of Henderson and State of North Carolina, and known and designated as follows, viz:

SEE ATTACHED EXHIBIT A and B

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appertaining, unto the said parties of the second Part, their heirs and assigns forever.

AND the said parties of the first part do covenant with the said parties of the second part, their heirs and assigns, as follows: FIRST, that the said parties of the first part are the owners and lawfully seized of said land and premises. SECOND, that they have good right and full power to convey the same, THIRD, that the same are free from all encumbrances whatsoever. And, FOURTH, that the said parties of the second part, their heirs, and assigns, shall quietly enjoy and possess the same, and that the said parties of the first part, their heirs, executors and administrators, will forever warrant and defend the title to the same against all lawful claims.

BK 3805 PG 139 - 150 (12) DOC# 965386

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN

THE PRESENCE OF:

Troy Lee Sherman (Seal)
Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman a/k/a Texie Sherman

SEE ATTACHED (Seal)
Paul Allen Johnson, Executor of the Estate of Johnny Louis Sherman

Francis Wilma Sherman (Seal)
Francis Wilma Sherman

SEE ATTACHED (Seal)
Catherine Sherman McMinn, by and through her POA, Verlyn Owenby

SEE ATTACHED (Seal)
Marilyn Sinard Sherman

Mary Verlyn Sherman (Seal)
Mary Verlyn Sherman

SEE ATTACHED (Seal)
David Sherman

SEE ATTACHED (Seal)
Savannah Leigh Connor

****

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Kimberly Jackson, a Notary Public in and for the above County and State, do hereby certify that Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman and wife, Francis Wilma Sherman personally appeared before me this day and acknowledged the due execution by them of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this 8th day of October, 2021.

Kimberly Jackson
Notary Public

My Commission Expires: 12/11/22

KIMBERLY JACKSON NOTARY PUBLIC HENDERSON COUNTY, NC

****

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN

THE PRESENCE OF:

SEE ATTACHED
_____(Seal)
Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman a/k/a Texie Sherman

Paul Allen Johnson (Seal)
Paul Allen Johnson, Executor of the Estate of Johnny Louis Sherman

SEE ATTACHED
_____(Seal)
Francis Wilma Sherman

SEE ATTACHED
_____(Seal)
Catherine Sherman McMinn, by and through her POA, Verlyn Owenby

Marilyn Sinard Sherman (Seal)
Marilyn Sinard Sherman

SEE ATTACHED
_____(Seal)
Mary Verlyn Sherman

_____(Seal)
David Sherman

_____(Seal)
Savannah Leigh Connor

****

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Kimberly Jackson, a Notary Public in and for the above County and State, do hereby certify that Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman and wife, Francis Wilma Sherman personally appeared before me this day and acknowledged the due execution by them of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this _____ day of October, 2021.

SEE ATTACHED
_____
Notary Public

My Commission Expires: 12/11/22

****

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Deborah S. Barnwell, a Notary Public in and for the above County and State, do hereby certify that Marilyn Sinard Sherman 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 7th day of October, 2021.

DEBORAH S. BARNWELL NOTARY PUBLIC HENDERSON CO. N.C.

Deborah S Barnwell
Notary Public

My Commission Expires: 4-27-2023

BK 3805 PG 139 - 150 (12) DOC# 965386

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

SEE ATTACHED (Seal)
Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman a/k/a Texie Sherman

SEE ATTACHED (Seal)
Francis Wilma Sherman

SEE ATTACHED (Seal)
Marilyn Sinard Sherman

SEE ATTACHED (Seal)
David Sherman

SEE ATTACHED (Seal)
Paul Allen Johnson, Executor of the Estate of Johnny Louis Sherman

Catherine Sherman McMinn by Verlyn Owenby, AIF (Seal)
Catherine Sherman McMinn, by and through her POA, Verlyn Owenby

SEE ATTACHED (Seal)
Mary Verlyn Sherman

SEE ATTACHED (Seal)
Savannah Leigh Connor

****

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Kimberly Jackson, a Notary Public in and for the above County and State, do hereby certify that Troy Lee Sherman, Individually and as Executor of the Estate of Grace Sherman and wife, Francis Wilma Sherman personally appeared before me this day and acknowledged the due execution by them of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this _____ day of October, 2021.

SEE ATTACHED
Notary Public

My Commission Expires: 12/11/22

****

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, a Notary Public in and for the above County and State, do hereby certify that Marilyn Sinard Sherman 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, 2021.

SEE ATTACHED
Notary Public

My Commission Expires:

BK 3805 PG 139 - 150 (12) DOC# 965386

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Deborah S Barnwell, a Notary Public in and for the above County and State, do hereby certify that Paul Allen Johnson, Executor for the Estate of Johnny Louis Sherman personally appeared before me this day and acknowledged the due execution by him of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this 7th day of October, 2021.

DEBORAH S BARNWELL NOTARY PUBLIC HENDERSON CO. NC

Deborah S Barnwell
Notary Public

My Commission Expires: 9-27-23

****

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, a Notary Public, do hereby certify that Verlyn Owenby, Attorney In Fact for Catherine Sherman McMinn, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing Deed Conveyance for and on behalf of Catherine Sherman McMinn and that her authority to execute and acknowledge said instrument is contained in instruments duly executed, acknowledged and recorded in the Office of Register of Deeds for Henderson County, North Carolina in Deed Book 1361, Page 189 and that this instrument was executed under and by virtue of the authority given by said instrument granting her Power of Attorney; that the said, Verlyn Owenby acknowledged the due execution of the foregoing Deed Conveyance for the purposes therein and expressed for and on behalf of the said Catherine Sherman McMinn.

WITNESS my hand and notarial seal, this _____ day of October, 2021.

_____
Notary Public

My Commission Expires:

****

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, a Notary Public in and for the above County and State, do hereby certify that Mary Verlyn Sherman 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, 2021.

SEE ATTACHED
_____
Notary Public

My Commission Expires:

BK 3805 PG 139 - 150 (12) DOC# 965386

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Deborah J. Barnwell, a Notary Public in and for the above County and State, do hereby certify that David Sherman and wife, Savannah Leigh Connor personally appeared before me this day and acknowledged the due execution by them of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this 7th day of October, 2021.

DEBORAH J. BARNWELL NOTARY PUBLIC HENDERSON CO. N.C.

Deborah J Barnwell
Notary Public

My Commission Expires: 4-27-23

BK 3805 PG 139 - 150 (12) DOC# 965386

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, a Notary Public in and for the above County and State, do hereby certify that Paul Allen Johnson, Executor for the Estate of Johnny Louis Sherman personally appeared before me this day and acknowledged the due execution by him of the foregoing Deed of Conveyance.

WITNESS my hand and notarial seal, this _____ day of October, 2021.

SEE ATTACHED

_____
Notary Public

My Commission Expires:

****

STATE OF NORTH CAROLINA
COUNTY OF ~~HENDERSON~~ BUNCOMBE

I, Wendy A. Craig, a Notary Public, do hereby certify that Verlyn Owenby, Attorney In Fact for Catherine Sherman McMinn, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing Deed Conveyance for and on behalf of Catherine Sherman McMinn and that her authority to execute and acknowledge said instrument is contained in instruments duly executed, acknowledged and recorded in the Office of Register of Deeds for Henderson County, North Carolina in Deed Book 1361, Page 189 and that this instrument was executed under and by virtue of the authority given by said instrument granting her Power of Attorney; that the said, Verlyn Owenby acknowledged the due execution of the foregoing Deed Conveyance for the purposes therein and expressed for and on behalf of the said Catherine Sherman McMinn.

WITNESS my hand and notarial seal, this 18th day of October, 2021.

WENDY A. CRAIG NOTARY PUBLIC BUNCOMBE COUNTY, NC

_____
Notary Public

My Commission Expires: 8-21-2024

****

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, a Notary Public in and for the above County and State, do hereby certify that Mary Verlyn Sherman 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, 2021.

SEE ATTACHED

_____
Notary Public

My Commission Expires:

BK 3805 PG 139 - 150 (12) DOC# 965386

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, a Notary Public, do hereby certify that Verlyn Owenby, Attorney In Fact for Catherine Sherman McMinn, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing Deed Conveyance for and on behalf of Catherine Sherman McMinn and that her authority to execute and acknowledge said instrument is contained in instruments duly executed, acknowledged and recorded in the Office of Register of Deeds for Henderson County, North Carolina in Deed Book 1361, Page 189 and that this instrument was executed under and by virtue of the authority given by said instrument granting her Power of Attorney; that the said, Verlyn Owenby acknowledged the due execution of the foregoing Deed Conveyance for the purposes therein and expressed for and on behalf of the said Catherine Sherman McMinn.

WITNESS my hand and notarial seal, this _____ day of October, 2021.

SEE ATTACHED
_____
Notary Public

My Commission Expires:

****

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, a Notary Public in and for the above County and State, do hereby certify that Mary Verlyn Sherman 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 8th day of October, 2021.

_____
Notary Public

My Commission Expires: 12/30/23

SUSAN L NEAL
NOTARY PUBLIC
Henderson County
North Carolina
My Commission Expires Dec. 30, 2023

BK 3805 PG 139 - 150 (12) DOC# 965386

Exhibit "A"
for
Gergi Logistics, LLC

Being all that **14.22 acre tract** as shown on a plat as recorded in **Plat Book 2021, at Page/Slide 13545** of the Henderson County, NC Register's Office; reference to which Plat is hereby made for a more particular description of said Property.

The above-described property is conveyed together with and subject to those applicable easements and rights of way as shown on the above referenced Plat.

The above-described property is conveyed subject to those easements contained in Book 1434, at Page 380, Book 1435, at Page 321 and Book 1474, at Page 449 all of the Henderson County, NC Register's Office.

With regard to the area designated on the above-referenced Plat as "private right-of-way per Deed Book 1474/449" the Grantee is hereby restricted from making use of said right-of-way by any heavy trucks, heavy construction equipment, heavy machinery or tractor trailers and that use thereof, if any by the Grantee shall include only pedestrian traffic, light automobile traffic and pick-up trucks. This restriction is for the protection of those properties described in Deed Book 3285, at Page 587 and Deed Book 1474, at Page 449 of the Henderson County, NC Register's Office.

And being a portion of that property described in that deed recorded in Book 267, at Page 145 of the Henderson County, NC Register's Office. See also Estate Files 12-E-10 and 21-E-877 of the Henderson County, NC Clerk's Office.

21-0901

BK 3805 PG 139 - 150 (12) DOC# 965386

EXHIBIT "B"

AGENT'S CERTIFICATION AS TO THE VALIDITY OF POWER OF ATTORNEY AND AGENT'S AUTHORITY (N.C.G.S 32C-3-302)

I, **Verlyn Owenby** (Name of Agent), do hereby state and affirm the following under penalty of perjury:

(1) **Catherine J. McMinn (a/k/a Catherine Sherman McMinn)** granted me authority as an agent or successor agent in a power of attorney dated October 18, 2018.

(2)The powers and authority granted to me in the Power of Attorney are currently exercisable by me.

(3)I have no actual knowledge of any of the following:

(a) The Principal is deceased.

(b) The Power of Attorney or my authority as Agent under the Power of Attorney has been revoked or terminated, partially or otherwise.

(c) The Principal lacked the understanding and capacity to make and communicate decisions regarding his estate and person at the time the Power of Attorney was executed.

(d) The Power of Attorney was not properly executed and is not a legal, valid power of attorney.

(e)(Insert other relevant statements)

_____

_____

_____

(4) I agree not to exercise any powers granted under the Power of Attorney if I become aware that the Principal is deceased, that the Power of Attorney has been revoked or terminated, or that my authority as Agent under the Power of Attorney has been revoked or terminated.

1-1-2018

BK 3805 PG 139 - 150 (12) DOC# 965386

(4) I agree not to exercise any powers granted under the Power of Attorney if I become aware that the Principal is deceased, that the Power of Attorney has been revoked or terminated, or that my authority as Agent under the Power of Attorney has been revoked or terminated.

SIGNATURE AND ACKNOWLEDGMENT

Verlyn Owenby
Agent's Signature

Agent's Name Printed:
Verlyn Owenby

Agent's Address:
500 Gap Creek Road, Fletcher, NC 28732

Agent's Telephone Number:
828-779-9570

Date: October ~~12~~ 15, 2021

State of North Carolina
County of Buncombe

Sworn to or affirmed and subscribed before me this day by: Verlyn Owenby

Date: October 15, 2021

Wendy A. Craig, Notary Public
Notary's Printed or Typed Name

(Official Notarial Seal)

My commission expires: October 31, 2024

1-1-2018

Community Development Department-Planning Division

160 6th Ave. E. Hendersonville NC 28792

For use by Principal Authority / Para uso de la Autoridad Principal
Cloudpermit application number / Número de solicitud de Cloudpermit US-NC30720-P-2025-106
PIN / Número de rollo 9588329376
Application submitted to / Solicitud presentada a Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte

Description of Subject Property
Address / Dirección 412 MCMURRAY ROAD
Municipality / Municipio Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte
PIN / Número de rollo 9588329376

Purpose of Application
Application type / Tipo de solicitud Annexation — Satellite

Applicant, Property owner		
Last name / Apellido Gergi	First name / Nombre de pila Sergii	Corporation or partnership / Corporación o sociedad Gergi Logistics LLC
Street address / Dirección de la calle 14 Moss Pink Place	Unit number / Número de unidad	Lot / Con.
Municipality / Municipio Asheville	State / Provincia NC	ZIP code / Código postal 28806
Other phone / Otro teléfono	Mobile phone / Teléfono móvil +1 8287075682	
Fax	Email / Correo electrónico	

Applicant-Company Information		
Applicant Name:	Company Name:	Authorized Representative Title (if applicable)

Property Owner-Company Information		
Property Owner Name:	Company Name:	Authorized Representat applicable)

Declaration and Signatures

Applicant

I, Sergii Gergi (The Applicant), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Applicant is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Signature of the applicant acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Digitally signed on 06/16/2025, 3:02:48 PM EDT by Tyler Morrow with an authorization letter from Sergii Gergi. / Firmado digitalmente el 16/6/25 15:02:48 EDT por Tyler Morrow con una carta de autorización de Sergii Gergi.

Property owner

I, Sergii Gergi (The Property owner), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Property owner is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Property owner hereby grants permission to the City of Hendersonville personnel to enter the subject property for any purpose required in processing this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Signature of the property owner acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Digitally signed on 06/16/2025, 3:02:55 PM EDT by Tyler Morrow with an authorization letter from Sergii Gergi. / Firmado digitalmente el 16/6/25 15:02:55 EDT por Tyler Morrow con una carta de autorización de Sergii Gergi.

Property Information			
Property Address 412 McMurray Road	Parcel Identification Number (PIN) 9588329376	Does this property currently adjoin the present corporate City limits (not satellite limits)? ☐ Yes ☑ No	Is the property within the City's Extra Territorial Jurisdiction? ☐ Yes ☑ No

Reason for Annexation:

We are seeking annexation so the property can receive full municipal services—including water, sewer, police, and fire—and be governed by the City of Hendersonville's zoning and development ordinances. Annexation will allow the site to be entitled and built in a manner consistent with the City's land-use plan, ensuring orderly growth that benefits both the project and the broader community.

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

PETITION REQUESTING ANNEXATION

The following are required to constitute a complete application for voluntary annexation:

- **~This form including the property owner's signature**
- **~A copy of the deed indicating ownership of the property.**
- **~A survey plat (8 1/2 " by 11") of the property prepared by a registered surveyor licensed to practice in the state of North Carolina.**
- **~ A typed boundary description of the property, in digital format if possible.**

Date	05/28/2025
Location / Property Address	412 McMurrary Road
List 10 digit PIN or 7 digit PID number	9588329376

Does this property adjoin the present City Limits? ☐ YES ☑ NO

Is the property within the ETJ? ☐ YES ☑ NO

Reason for annexation	We are seeking annexation so the property can receive full municipal service
Applicant Name	CDP Acquisitions LLC
Address	880 Glenwood Ave SE | Suite H | Atlanta, GA 30316
Phone	(770) 296-5280
Fax	
Email	ClaytonC@catalystdp.co
Property Owner: Name	Gergi Logistics LLC
Address	14 moss pink place Asheville, NC 28806

Signature _____

Printed Name Sergii Gergi, Manager

Official Use:
DATE RECEIVED: _____ **BY** _____

LIMITED LIABILITY COMPANY ANNUAL REPORT

1/6/2022

NAME OF LIMITED LIABILITY COMPANY: GERGI LOGISTICS LLC

SECRETARY OF STATE ID NUMBER: 1346272 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2024

Filing Office Use Only
E - Filed Annual Report
1346272
CA202509707804
4/7/2025 02:04
☐ Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Sergii Gergi

2. SIGNATURE OF THE NEW REGISTERED AGENT:

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS **& COUNTY**

14 Moss Pink Pl
Asheville, NC 28806-8844 Buncombe County

4. REGISTERED AGENT OFFICE MAILING ADDRESS

14 Moss Pink Pl
Asheville, NC 28806-8844

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: transportation company

2. PRINCIPAL OFFICE PHONE NUMBER: (828) 707-5682

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

14 Moss Pink Pl
Asheville, NC 28806-8844

5. PRINCIPAL OFFICE MAILING ADDRESS

14 Moss Pink Pl
Asheville, NC 28806-8844

6. Select one of the following if applicable. (Optional see instructions)

☐ The company is a veteran-owned small business

☐ The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Sergii Gergi	NAME:	NAME:
TITLE: General Manager	TITLE:	TITLE:
ADDRESS:	ADDRESS:	ADDRESS:
14 Moss Pink Pl		
Asheville, NC 28806		

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Sergii Gergi — SIGNATURE

4/7/2025 — DATE

Form must be signed by a Company Official listed under Section C of This form.

Sergii Gergi — Print or Type Name of Company Official

General Manager — Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Tyler Morrow

MEETING DATE: September 4th, 2025

AGENDA SECTION: Public Hearing

DEPARTMENT: Community Development

TITLE OF ITEM: Annexation: Public Hearing- Mabry Woods (Holbert & Ponder) (25-46-ANX) – *Tyler Morrow, Current Planning Manager*

SUGGESTED MOTION(S):

For Approval:	**For Denial:**
I move City Council adopt an ordinance of the City of Hendersonville to extend the Corporate Limits of the City as a contiguous annexation, to annex that property owned by Wanda Ponder, Eugene Holbert, Edgar Holbert, and John Holbert, identified as PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238, finding that the standards established by North Carolina General Statute 160A-31 have been satisfied and that the annexation is in the best interest of the City.	I move that City Council deny the petition received from Wanda Ponder, Eugene Holbert, Edgar Holbert, and John Holbert, requesting the annexation of that property having PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238.

SUMMARY:

File # 25-46-ANX

The City of Hendersonville has received a petition from Wanda Ponder, Eugene Holbert, Edgar Holbert, and John Holbert for contiguous annexation of PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238 and located on Brooklyn Ave that is approximately 6.94 acres. Please refer to the attached maps for additional information.

On August 7th, 2025, City Council accepted the City Clerk's Certificate of Sufficiency for the petition submitted and set September 4th, 2025, as the date for the public hearing

PROJECT/PETITIONER NUMBER:	• 25-46-ANX
PETITIONER NAME:	• Wanda Ponder, Eugene Holbert, Edgar Holbert, and John Holbert

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

Ordinance #___-____

Return to: City of Hendersonville box

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

IN RE: Petition for Contiguous Annexation
Petitioner: Wanda Ponder, Eugene Holbert, Edgar Holbert, and John Holbert
File No. 25-46-ANX

WHEREAS, The City of Hendersonville has been petitioned by Wanda Ponder, Eugene Holbert, Edgar Holbert, and John Holbert, pursuant to North Carolina General Statutes (NCGS) 160A-31, as amended, to annex the area described herein below; and

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

WHEREAS, a public hearing on the question of this annexation was held at 305 Williams Street (City Operations Center), Hendersonville, NC at 5:45 pm, on the 4th day of September 2025, after due notice by publication as provided by law on August 24th, 2025; and

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

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

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

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

1: By virtue of the authority granted by N.C.G.S. 160A-31, as amended, the following described contiguous area is hereby annexed and made part of the City of Hendersonville as of the 4th day of September 2025.

Being all of that real property consisting of PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238 described in the plat recorded in Book 2025- _____[to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238 being described by metes and bounds as follows:

Being three existing tracts of land described in Deed Book 3270, Pages 287, 291, and 295, being PIN 9578-43-7077, PIN 9578-53-0013, and PIN 9578-43-9238, located on Brooklyn Avenue, S.R. 1775, in Hendersonville Township, Henderson County, North Carolina, surveyed by C. Neil Shepherd, PLS of Survey Pros PLLC, Project #22-163. A metes and bounds description taken from said survey is as follows:

BEGINNING on a 1/2 inch iron found at the northeast corner of BK 1540 PG 404, said iron having NC Grid coordinates of N=583,016.10' and E=974,552.98'; thence from the POINT OF BEGINNING, with the existing city limits of the City of Hendersonville, N 37° 23' 15" E for a distance of 640.64 feet to a 1/2 inch iron found with yellow cap; thence with the proposed city limit line the following eight courses: (1) S 35° 11' 06" E for a distance of 548.83 feet to a point in the center of Brooklyn Avenue; (2) thence with the center line of Brooklyn Avenue, S 57° 53' 13" W for a distance of 471.24 feet to a point; (3) thence continuing S 57° 32' 24" W a distance of 400.18 feet to an iron found under the asphalt; (4) thence with the eastern margin of the right-of-way of Old Spartanburg Road, SR 1722, N 37° 29' 08" W for a distance of 82.50 feet to a 1/2 inch rebar set; (5) thence leaving the road, N 41° 13' 06" E for a distance of 207.27 feet to a 1-1/2 inch iron pipe found; (6) thence N 37° 27' 56" W for a distance of 69.55 feet to a 1 inch iron pipe found; (7) thence N 41° 01' 23" E for a distance of 70.05 feet to a 3/8 inch iron pipe found; (8) thence N 37° 48' 07" W for a distance of 95.42 feet to the point of beginning, having an area of 6.94 acres, more or less.

2: Upon and after the 4th day of September 2025, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.

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

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

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

_____
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, and 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 _____, 2025.

My commission expires: _____

CERTIFICATE OF SUFFICIENCY

Re: Petition for Contiguous Annexation
Petitioner: Wanda Ponder, Eugene Holbert, Edgar Holbert, and John Holbert
File No. 25-46-ANX

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

1. A petition has been received for contiguous annexation of property consisting of +/- 6.94 acres located on Brooklyn Ave. in Hendersonville, NC, being tax parcels PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238 and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."

2. An investigation has been completed as required by N.C.G.S. § 160A-31 of the Petition for compliance with the requirements of N.C.G.S. § 160A-31.

Based upon this investigation, I find that

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

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

In witness hereof, I have set my hand and the City Seal on this the 8th day of August, 2025.

(City Seal)

Jill Murray, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Being all of that real property consisting of PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238 described in the plat recorded in Book 2025- _____[to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238 being described by metes and bounds as follows:

Being three existing tracts of land described in Deed Book 3270, Pages 287, 291, and 295, being PIN 9578-43-7077, PIN 9578-53-0013, and PIN 9578-43-9238, located on Brooklyn Avenue, S.R. 1775, in Hendersonville Township, Henderson County, North Carolina, surveyed by C. Neil Shepherd, PLS of Survey Pros PLLC, Project #22-163. A metes and bounds description taken from said survey is as follows:

BEGINNING on a 1/2 inch iron found at the northeast corner of BK 1540 PG 404, said iron having NC Grid coordinates of N=583,016.10' and E=974,552.98'; thence from the POINT OF BEGINNING, with the existing city limits of the City of Hendersonville, N 37° 23' 15" E for a distance of 640.64 feet to a 1/2 inch iron found with yellow cap; thence with the proposed city limit line the following eight courses: (1) S 35° 11' 06" E for a distance of 548.83 feet to a point in the center of Brooklyn Avenue; (2) thence with the center line of Brooklyn Avenue, S 57° 53' 13" W for a distance of 471.24 feet to a point; (3) thence continuing S 57° 32' 24" W a distance of 400.18 feet to an iron found under the asphalt; (4) thence with the eastern margin of the right-of-way of Old Spartanburg Road, SR 1722, N 37° 29' 08" W for a distance of 82.50 feet to a 1/2 inch rebar set; (5) thence leaving the road, N 41° 13' 06" E for a distance of 207.27 feet to a 1-1/2 inch iron pipe found; (6) thence N 37° 27' 56" W for a distance of 69.55 feet to a 1 inch iron pipe found; (7) thence N 41° 01' 23" E for a distance of 70.05 feet to a 3/8 inch iron pipe found; (8) thence N 37° 48' 07" W for a distance of 95.42 feet to the point of beginning, having an area of 6.94 acres, more or less.

Resolution #R-25-75

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

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

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

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Operations Center located at 305 William St. or at City Hall located 160 6th Ave E. Hendersonville NC, 28792 at 5:45 p.m. September 4th, 2025, or as soon thereafter as it may be heard.

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

Being all of that real property consisting of PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238 described in the plat recorded in Book 2025- _____[to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9578-43-7077, 9578-53-0013, and 9578-43-9238 being described by metes and bounds as follows:

Being three existing tracts of land described in Deed Book 3270, Pages 287, 291, and 295, being PIN 9578-43-7077, PIN 9578-53-0013, and PIN 9578-43-9238, located on Brooklyn Avenue, S.R. 1775, in Hendersonville Township, Henderson County, North Carolina, surveyed by C. Neil Shepherd, PLS of Survey Pros PLLC, Project #22-163. A metes and bounds description taken from said survey is as follows:

BEGINNING on a 1/2 inch iron found at the northeast corner of BK 1540 PG 404, said iron having NC Grid coordinates of N=583,016.10' and E=974,552.98'; thence from the POINT OF BEGINNING, with the existing city limits of the City of Hendersonville, N 37° 23' 15" E for a distance of 640.64 feet to a 1/2 inch iron found with yellow cap; thence with the proposed city limit line the following eight courses: (1) S 35° 11' 06" E for a distance of 548.83 feet to a point in the center of Brooklyn Avenue; (2) thence with the center line of Brooklyn Avenue, S 57° 53' 13" W for a distance of 471.24 feet to a point; (3) thence continuing S 57° 32' 24" W a distance of 400.18 feet to an iron found under the asphalt; (4) thence with the eastern margin of the right-of-way of Old Spartanburg Road, SR 1722, N 37° 29' 08" W for a distance of 82.50 feet to a 1/2 inch rebar set; (5) thence leaving the road, N 41° 13' 06" E for a distance of 207.27 feet to a 1-1/2 inch iron pipe found; (6) thence N 37° 27' 56" W for a distance of 69.55 feet to a 1 inch iron pipe found; (7) thence N 41° 01' 23" E for a distance of 70.05 feet to a 3/8 inch iron pipe found; (8) thence N 37° 48' 07" W for a distance of 95.42 feet to the point of beginning, having an area of 6.94 acres, more or less.

Re: Petition for Contiguous Annexation
Petitioner: Wanda Ponder, Eugene Holbert, Edgar Holbert, and John Holbert
File No. 25-46-ANX

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 7th day of August, 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

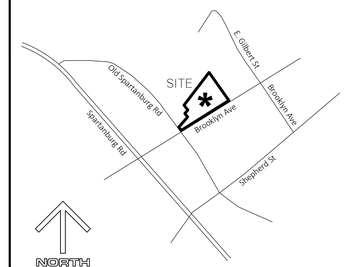
Angela S. Beeker, City Attorney

NC GRID
See Notes

This plat represents the area being annexed to the City of Hendersonville, NC pursuant to NCGS 160A-31, by ordinance duly adopted (Annexation Ordinance _____).

This the _____ day of _____, 2025.

_____
Jill Murray, City Clerk



Vicinity Map

Regal Oaks Apartments Inc.
BK 1521 PG 471
PB 2011 SL 8320
(inside City Limits)

Oak Haven Apartments
Limited Partnership
BK 1462 PG 243
PB 2011 SL 8320
(inside City Limits)

NCGS CORS "NCHE"
N: 602,928.48'
E: 956,323.55'
Elev: 2,246.9'

Existing City Limits

N37°23'15"E 640.64' (Total)

1/2" Iron Found with Yellow Cap

1/2" Rebar Found

1/2" Iron Found with Yellow Cap

42.88'

45.89'

S42°38'25"E 26,986.58' (Grid)

5/8" Rebar Found

S37°07'46"E 44.55' (Tie)

Frisbee
BK 663 PG 339
(ETJ)

Control Corner
1/2" Iron Found with Yellow Cap
N: 583,016.10'
E: 974,552.98'

N37°47'07"W 95.47'

Frisbee
BK 1540 PG 404
(ETJ)

Proposed City Limits

Proposed City Limits

S48°11'30"E 548.83'

Chale
BK 3891 PG 118
PB 2000 SL 3343
(ETJ)

Area to be Annexed
6.94 Acres
(Including 0.61 acres in R/W)
Plat Book 2000, Slide 3343

PIN 9578-43-9238

1.5" Iron Pipe Found

1" Iron Pipe Found

N41°01'23"E 70.05'

207.17' (Tie)
N41°23'06"E

N37°29'56"W 69.55'

1.5" Iron Pipe Found

Hyder
BK 1052 PG 616
(ETJ)

Proposed City Limits

1.5" Iron Pipe Found

S37°29'08"E 70.16' (Tie)

Pinch Top Iron Found

63.95'

PIN 9578-43-7077

Axle Found

1/2" Iron Found with Yellow Cap

N41°13'06"E 207.27' (Total)

128.72'

1/2" Rebar Set in Ditch

5/8" Iron Set with Blue Cap

44.60'

N37°29'08"W 55.69'

PIN 9578-53-0013

Old Spartanburg Road
SR 1722, 60' Public R/W, PB 2000 PG 3343

Sitton
BK 3502 PG 101
(inside City Limits)

ACDOT Concrete R/W Monument

N37°29'08"W 82.50'

Iron Found under asphalt

N57°49'10"E 668.83'

NCDOT R/W
0.61 Acres

1/2" Iron Found with Yellow Cap

S57°40'47"W 189.50' (Total)

1/2" Iron Found with Yellow Cap

89.84' (Tie)
S57°41'04"W

1/2" Iron Found with Yellow Cap

30.00'

S57°32'24"W 400.18'

S57°53'13"W 471.24'

Brooklyn Avenue
SR 1775, 60' Public R/W, PB 2000 SL 3343

Proposed City Limits

R/W

Nava
BK 1011 PG 111
(ETJ)

Shepherd Investments Too, LLC
BK 3947 PG 441
(ETJ)

Horton
BK 3802 PG 533
(ETJ)

Johnson
BK 3071 PG 434
(ETJ)

Smith
BK 3157 PG 660
(ETJ)

Ford
BK 3611 PG 625
PB 2013 SL 8825
(ETJ)

NCDOT R/W
0.61 Acres

LEGEND

- Property Line (surveyed)
- Tie Line (surveyed)
- Adjoiner Line (not surveyed)
- ESMT — ESMT Easement
- OHE — OHE Overhead Electric
- R/W — R/W — R/W Right-of-Way
- Computed Point

Purpose Statement

The purpose of this plat is to annex PIN 9578-43-7077, PIN 9578-53-0013, PIN 9578-43-9238, being 6.94 contiguous acres, into the City of Hendersonville as shown on this survey.

Scale: 1 inch
0 40'

Surveyor's Certification

I certify that this plat was drawn under my supervision from an actual survey made under my supervision (see description and/or deed references below); that the boundaries not surveyed are indicated as drawn from the information noted on this plat of survey; that this survey is classified as an Urban Land Survey (Class A) having a calculated ratio of precision better than 1:10,000 before adjustments, and/or neither axis of the 95 percent confidence level error ellipse for any control point or property corner exceeds 0.10 feet; that this plat meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1603).

The provisions of G.S. 47-30 do not apply to the boundary plat of areas annexed by municipalities nor to plats of of municipal boundaries, whether or not required by law to be recorded in the State of North Carolina.

Witness my signature, seal and date.

_____
C. Neil Shepherd, PLS #L-4746

Surveyor's Notes:

1. The property which is the subject of this survey is described in Deed Book 3270, Page 287, Deed Book 3270, Page 291, Deed Book 3270, Page 295, and shown in Plat Book 2000, Slide 3343, Buncombe County Registry; being Tax Parcels 9578437077, 9578530013, 9578439238. The property owners shown in the deeds at the time of survey was: Eugene S. Holbert, Edgar M. Holbert, John T. Holbert, and Wanda H. Ponder.
2. This plat reflects information discovered by the surveyor in the normal course of work and does not necessarily show every possible condition affecting the property. A complete title abstract was not performed by Survey Pros. Underground utilities were not marked at time of survey. Underground utilities may exist which are not shown. The exact location of underground utilities cannot be accurately, completely, and reliably depicted without excavation. This property may be subject to easements and/or rights-of-way of record not shown. Other easements, rights-of-way, building ordinances, zoning, and other legal encumbrances may also exist. Adjoining property owner information was obtained from the local GIS. Title information is based on Commitment for Title Insurance from ChicagoTitle Insurance Company.
3. GPS Certification: The grid tie shown on this map was taken from an actual GPS survey made under my supervision. The GPS portion of this survey meets the classification requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56.1607) for an Urban Land Survey (Class A) such that neither axis of the 95 percent confidence level error ellipse for the project control point(s) exceeds 0.10 feet. The static GPS survey was performed on 9-14-2022 with Trimble R8s receivers. National Geodetic Survey (NGS) CORS station "NCHE" was used as the fixed control station having published NC Grid coordinates NAD83(2011) and orthometric height (elevation) NAVD 88 as shown hereon. Vectors were adjusted utilizing Trimble Geomatics Office Business Solutions software. The geoid model used was GEOID12A. The horizontal positional accuracy relative to the remote control station was 0.06 feet prior to adjustment. The vertical positional accuracy relative to the remote control station was 0.3 feet prior to adjustment. The combined grid factor at the project control point is 0.9997763600. All bearings shown are relative to NC Grid, NAD 83(2011). All elevations shown are relative to NAVD 88. All distances shown are horizontal distances in U.S. Survey Feet unless otherwise noted. All areas shown were computed by coordinate computation.

PRELIMINARY
PLAT NOT FOR RECORDATION
CONVEYANCES, OR SALES

www.NCSurveyPros.com

Property Owners (for the index): Eugene S. Holbert, Edgar M. Holbert, John T. Holbert, and Wanda H. Ponder.

Annexation Plat for the
City of Hendersonville

Property Location:
Brooklyn Avenue, Hendersonville, NC
Hendersonville Township, Henderson County, North Carolina

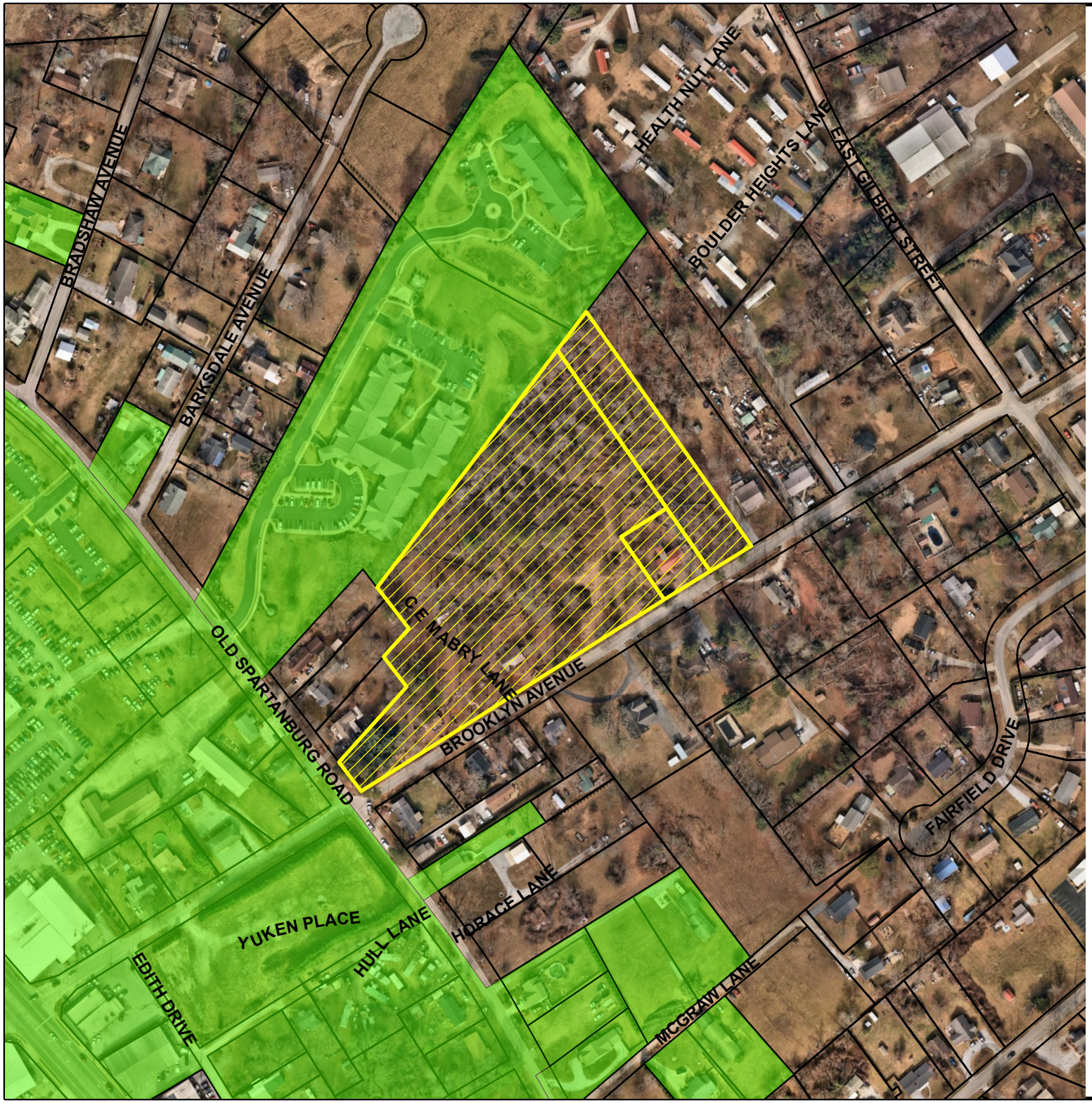
SurveyPros
(336) 667-5533
Survey Pros, PLLC
924 Main Street, Suite 300
North Wilkesboro, NC 28659
Firm Number: P-2218

File Number: 22-163
Date: 06-27-2025

Area to be Annexed
into the City of Hendersonville
6.94 Acres

Being three existing tracts of land described in Deed Book 3270, Pages 287, 291, and 295, being PIN 9578-43-7077, PIN 9578-53-0013, and PIN 9578-43-9238, located on Brooklyn Avenue, S.R. 1775, in Hendersonville Township, Henderson County, North Carolina, surveyed by C. Neil Shepherd, PLS of Survey Pros PLLC, Project #22-163. A metes and bounds description taken from said survey is as follows:

BEGINNING on a 1/2 inch iron found at the northeast corner of BK 1540 PG 404, said iron having NC Grid coordinates of N=583,016.10' and E=974,552.98'; thence from the POINT OF BEGINNING, with the existing city limits of the City of Hendersonville, N 37° 23' 15" E for a distance of 640.64 feet to a 1/2 inch iron found with yellow cap; thence with the proposed city limit line the following eight courses: (1) S 35° 11' 06" E for a distance of 548.83 feet to a point in the center of Brooklyn Avenue; (2) thence with the center line of Brooklyn Avenue, S 57° 53' 13" W for a distance of 471.24 feet to a point; (3) thence continuing S 57° 32' 24" W a distance of 400.18 feet to an iron found under the asphalt; (4) thence with the eastern margin of the right-of-way of Old Spartanburg Road, SR 1722, N 37° 29' 08" W for a distance of 82.50 feet to a 1/2 inch rebar set; (5) thence leaving the road, N 41° 13' 06" E for a distance of 207.27 feet to a 1-1/2 inch iron pipe found; (6) thence N 37° 27' 56" W for a distance of 69.55 feet to a 1 inch iron pipe found; (7) thence N 41° 01' 23" E for a distance of 70.05 feet to a 3/8 inch iron pipe found; (8) thence N 37° 48' 07" W for a distance of 95.42 feet to the point of beginning, having an area of 6.94 acres, more or less.



0 100 200 400 Feet

N E S

City of Hendersonville
July 2025

Mabry Woods Annexation
25-46-ANX
PINs: 9578-43-7077,
9578-53-0013, 9578-43-9238
Acreage: 6.94
Satellite Annexation Map

Subject Property

Municipal Borders

Hendersonville

THE CITY OF HENDERSONVILLE · N C · 1847

Community Development Dep t

BOOK 3270 PAGE 295 (4)

894061

This document presented and filed:
11/15/2018 11:20:42 AM

W B

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

Survivorship Deed

Mail after recording to Mary Holbert, P.O. Box 292 Dana, NC 28724

Tax parcel ID: 9966086

This instrument prepared by Edgar M. Holbert 490 Pierce Rd Landrum, SC 29356

Brief description for the index:

Grantors: Mary M Holbert

Grantees: Eugene S Holbert, Wanda H Ponder, John T Holbert and Edgar M. Holbert

THIS DEED made this 9th day of November, 2018, by and between

GRANTOR	GRANTEE
Mary M Holbert, not married, of 924 Brooklyn Ave, Hendersonville, NC 28724	Eugene S Holbert, married, of 256 JRJ Dr Seneca, SC 29678 Edgar M Holbert, married, of 490 Pierce Rd Landrum, SC 29356 John T Holbert, not married, of 924 Brooklyn Ave H'ville, NC 28792 Wanda H Ponder, not married, of 178 Pace Rd, Hendersonville, NC 28792

The collective designations of Grantor and Grantee as used within this document will include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

IN WITNESS WHEREOF, the said Grantors, for and in consideration of the sum of 1% of the county tax value and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these presents do remise and release, with general warranty covenants, unto the Grantee as joint tenants with full right of survivorship, and his heirs and assigns all right, title, claim, and interest of the said Grantors in and to a certain tract or parcel of land lying and being in the County of Henderson, and State of North Carolina, in Hendersonville Township, and more particularly described as follows:

Beginning at a stake in the centre of Brooklyn Avenue and in the East margin of the Upward Road, and runs with said Road North 39 deg. West 82 1/2 feet to a stake; thence North 40 deg. East 279 feet to a stake; thence North 39 deg. West 165 1/2 feet to a stake, Morrison's corner; thence with Morrison's line North 36 deg. East 835 feet to a stake, Morrison's corner on Patton's line, thence South 37 1/2 deg. East 225 feet to a stake, Mabry's and Heaton's corner; thence with mabry's line South 36 deg. West 1104 feet to the beginning, and containing 4.7 acres more or less.

The property hereinabove described was acquired by the Grantor by instrument recorded in Henderson County Register of Deeds. The property hereinabove described was acquired by the Grantor by instrument recorded. A map showing the above-described property is recorded in Map Book 251 at Page 103.

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

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

Title to the property hereinabove described is subject to the following exceptions if any:

_____

_____

_____

_____

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed in the presence of:

Kim A. Newman
Signature

Kim A. Newman
Name

Mary M Holbert

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I MELANIE J CARLETON a Notary Public of the aforesaid County and State, certify that Mary M Holbert, the Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15TH day of NOV, 2018.

My commission expires: 8-30-19

Notary Public Melanie J Carleton

MELANIE J. CARLETON NOTARY PUBLIC MY COMMISSION EXPIRES 8-30-19 HENDERSON COUNTY, NC

BOOK 3270 PAGE 291 (4)

894060

This document presented and filed:
11/15/2018 11:20:41 AM

W B

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

Survivorship Deed

Mail after recording to Mary Holbert, P.O. Box 292 Dana, NC 28724

Tax parcel ID: 9966087

This instrument prepared by Edgar M Holbert 490 Pierce Rd Landrum, SC 29356

Brief description for the index:

Grantors: Mary M Holbert

Grantees: Eugene S Holbert, Wanda H Ponder, John T Holbert and Edgar M. Holbert

THIS DEED made this 9th day of November, 2018, by and between

GRANTOR

Mary M Holbert, not married, of 924 Brooklyn Ave, Hendersonville, NC 28724

GRANTEE

Eugene S Holbert, married, of 256 JRJ Dr Seneca, SC 29678

Edgar M Holbert, married, of 490 Pierce Rd Landrum, SC 29356

John T Holbert, not married, of 924 Brooklyn Ave H'ville, NC 28792

Wanda H Ponder, not married, of 178 Pace Rd, Hendersonville, NC 28792

The collective designations of Grantor and Grantee as used within this document will include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

IN WITNESS WHEREOF, the said Grantors, for and in consideration of the sum of 1% of the county tax value and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these presents do remise and release, with general warranty covenants, unto the Grantee as joint tenants with full right of survivorship, and his heirs and assigns all right, title, claim, and interest of the said Grantors in and to a certain tract or parcel of land lying and being in the County of Henderson, and State of North Carolina, in Hendersonville Township, and more particularly described as follows:

Beginning at a new iron pin, said pin being the Southern line of the Hugh Morrison property as described in Deed recorded in deed Book 773, page 463, Henderson County Registry and running thence from said iron pin South 35 deg. 11 min. 32 sec. East 548.54 feet to an unmarked point in the center of Brooklyn Avenue (SR1775), thence with the center line of Brooklyn Avenue South 57 deg. 51 min. 24 sec. West 89.66 feet to an unmarked point in Brooklyn Avenue; thence North 34 deg. 38 min. 36 sec. West 517.06 feet to a new iron pin in the Southern line of the Hazel E. Morrison property as described in Deed recorded in Deed Book 576, Page 567, Henderson County registry; thence North 37 deg. 15 min. 55 sec. East 88.07 feet to the point and place of Beginning and containing 1.064 acres more or less according to a survey by Clarence A. Jenkins. R.L.S., Captioned Survey for C.E. Mabry and Malcomb and Mary Ellen Holbert and Eugene Simpson Holbert dated November 23, 1999.

Being a portion of that real property described in Deed recorded in Deed Book 251, Page 103, Henderson County Registry.

The property hereinabove described was acquired by the Grantor by instrument recorded in Henderson County Register of Deeds. The property hereinabove described was acquired by the Grantor by instrument recorded. A map showing the above-described property is recorded in Map Book 1129 at Page 49.

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

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

Title to the property hereinabove described is subject to the following exceptions if any:

_____

_____

_____

_____

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed in the presence of:

_____
Signature

_____
Name

_____, guardian of
Mary M Holbert
Mary M. Holbert

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Henderson

I Melanie J Carleton Notary Public of the aforesaid County and State, certify that Mary M Holbert, the Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15TH day of NOV, 2018.

My commission expires: 8-30-19

Notary Public Melanie J Carleton

MELANIE J. CARLETON
NOTARY
MY
COMMISSION EXPIRES
8-30-19
PUBLIC
HENDERSON COUNTY, NC

BOOK 3270 PAGE 287 (4)

894059

This document presented and filed:
11/15/2018 11:20:40 AM

W B

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

Survivorship Deed

Mail after recording to Mary Holbert, P.O. Box 292 Dana, NC 28724

Tax parcel ID: 105349

This instrument prepared by Edgar M Holbert 490 Pierce Rd Landrum, SC 29356

Brief description for the index:

Grantors: Mary M Holbert

Grantees: Eugene S Holbert, Wanda H Ponder, John T Holbert and Edgar M. Holbert

THIS DEED made this 9th day of November, 2018, by and between

GRANTOR

Mary M Holbert, not married, of 924 Brooklyn Ave, Hendersonville, NC 28724

GRANTEE

Eugene S Holbert, married, of 256 JRJ Dr Seneca, SC 29678

Edgar M Holbert, married, of 490 Pierce Rd Landrum, SC 29356

John T Holbert, not married, of 924 Brooklyn Ave H'ville, NC 28792

Wanda H Ponder, not married, of 178 Pace Rd, Hendersonville, NC 28792

The collective designations of Grantor and Grantee as used within this document will include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

IN WITNESS WHEREOF, the said Grantors, for and in consideration of the sum of 1% of the county tax value and other consideration to them in hand paid, the receipt of which is hereby acknowledged, have remised and released and by these presents do remise and release, with general warranty covenants, unto the Grantee as joint tenants with full right of survivorship, and his heirs and assigns all right, title, claim, and interest of the said Grantors in and to a certain tract or parcel of land lying and being in the County of Henderson, and State of North Carolina, in Hendersonville Township, and more particularly described as follows:

BEGINNING at an iron pin in the North margin of Brooklyn Avenue (12.5 feet from center) said iron pin standing South 56 deg.30 min. West 268.5 feet from the Southeast corner of the C.E.Mabry tract as recorded in Book 226 at page 294 of the records for Henderson County, N.C., and runs thence with the margin of Brooklyn Avenue South 56 deg.30.min West 100 feet to an iron pin; thence North 36 deg. West 150 feet to an iron pin; thence North 56 deg. 30 min. East 100 feet to an iron pin; thence South 36 deg. East 150 feet to the beginning.

The property hereinabove described was acquired by the Grantor by instrument recorded in Henderson County Register of Deeds. The property hereinabove described was acquired by the Grantor by instrument recorded. A map showing the above-described property is recorded in Map Book 352 at Page 535.

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

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

Title to the property hereinabove described is subject to the following exceptions if any:

_____

_____

_____

_____

IN TESTIMONY WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

Signed in the presence of:

Kim A. Newman
Signature

Kim A. Newman
Name

Mary M Holbert

Mary M Holbert, guardian
for Mary M Holbert

Grantor Acknowledgement

STATE OF NORTH CAROLINA

COUNTY OF Henderson

I Melanie J Carleton a Notary Public of the aforesaid County and State, certify that Mary M Holbert, the Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 15TH day of Nov, 2018

My commission expires: 8-30-19

Notary Public Melanie J Carleton

MELANIE J. CARLETON NOTARY PUBLIC HENDERSON COUNTY, NC MY COMMISSION EXPIRES 8-30-19

Docusign Envelope ID: F40436F1-7399-4C0A-B7DC-588C76F8A919

CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
160 6th Ave. E.,Hendersonville, NC 28792
Phone (828) 697-3010|Fax (828) 698-6185
www.hendersonvillenc.gov

Petition Requesting Annexation

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

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

A. Property Information

PIN(s): 957-853-0013, 957-843-9238 & 957-843-7077

Address(es) / Location of Property: 914 & 924 Brooklyn Ave., Hendersonville, nC

Does this property adjoin the present City Limits? ◉ **Yes** ○ **No**

Is the property within the ETJ? ◉ **Yes** ○ **No**

Are you declaring any site-specific vested right with respect to the properties subject to this petition as established under G.S. 160D-108.1? ○ **Yes** ○ **No**

Reason for Annexation:

Subdivision Development

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

Docusign Envelope ID: F40436F1-7399-4C0A-B7DC-588C76F8A919

B. Property Owner Contact Information

WANDA H. PONDER

* Printed Applicant Name

7/15/2025

Date

N/A

Printed Company Name (if applicable)

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership

☑ Other: INDIVIDUAL

DocuSigned by:

BA160C1683E84E9...

Property Owner Signature

Property Owner Title (if applicable)

P.O. BOX 292

Address of Property Owner

DANA, NC 28724

City, State, and Zip Code

Telephone

IAM911WANDA@MORRISBB.NET

Email

Docusign Envelope ID: F40436F1-7399-4C0A-B7DC-588C76F8A919

C. Additional Property Owner Contact Information

EUGENE S. HOLBERT

* Printed Applicant Name

7-15-2025

Date

Printed Company Name (if applicable)

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership

☐ Other: INDIVIDUAL

Signed by:
Gene Holbert
E93B87A537344E7...

Property Owner Signature

Property Owner Title (if applicable)

PO BOX 292

Address of Property Owner

DANA, NC 28724

City, State, and Zip Code

Telephone

GHOLBERT1@GMAIL.COM

Email

Docusign Envelope ID: F40436F1-7399-4C0A-B7DC-588C76F8A919

C. Additional Property Owner Contact Information

EDGAR M. HOLBERT

* Printed Applicant Name

7/15/2025

Date

Printed Company Name (if applicable)

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership

☑ Other: INDIVIDUAL

DocuSigned by:
F4728541A32A4F2...

Property Owner Signature

Property Owner Title (if applicable)

PO BOX 292

Address of Property Owner

DANA, NC 28724

City, State, and Zip Code

Telephone

EMHOLB@GMAIL.COM

Email

Docusign Envelope ID: F40436F1-7399-4C0A-B7DC-588C76F8A919

C. Additional Property Owner Contact Information

JOHN T. HOLBERT — 7/15/2025

* Printed Applicant Name — Date

Printed Company Name (if applicable)

☐ Corporation ☐ Limited Liability Company ☐ Trust ☐ Partnership

☑ Other: INDIVIDUAL

DocuSigned by:
44B58A597D5044A...

Property Owner Signature

Property Owner Title (if applicable)

PO BOX 292

Address of Property Owner

DANA, NC 28724

City, State, and Zip Code

Telephone

JH148013@GMAIL.COM

Email

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 09/04/2025

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Only Hope WNC Special Appropriations Revocation – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move City Council revoke and reappropriate $3,000 awarded to Only Hope WNC for Fiscal Year 2026.

SUMMARY:
Requesting the revocation of $3,000 in funding appropriated to Only Hope WNC. The funds will be reappropriated into needed areas in the General Fund. There is no budgetary impact.

BUDGET IMPACT: N/A

ATTACHMENTS:
N/A

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 09/04/2025

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Approval of SB 69 Implementation Schedule – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that City Council approve the proposed SB 69 Implementation Schedule.

SUMMARY:

City staff presented a proposed implementation schedule for items associated with SB 69 that have mutual agreement between the City of Hendersonville and Henderson County. City staff request approval of the implementation schedule.

BUDGET IMPACT: $ NA

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Proposed Implementation Schedule

Senate Bill 69 – Implementation Proposal

On Monday, June 16, 2025, the Hendersonville City Council and Henderson County Board of Commissioners unanimously approved proposed substitute language for Senate Bill 69. Unfortunately, this proposed substitute language has not yet moved forward in the North Carolina House of Representatives, and no specific timeline for its passage has been established. In addition, members of the state legislature and local stakeholders have expressed concerns regarding some provisions in the proposed substitute language for Senate Bill 69 and subsequent interlocal agreements. These include annexation standards, inclusion of joint planning areas, and land use regulations. The state legislator and local stakeholder concerns were addressed as part of a recent City Council approved draft agreement that was forwarded to Henderson County on Friday August 8, 2025. Until these items are resolved and an interlocal agreement is approved and executed by all parties, we feel that most of the unquestioned items that had previously been approved by the City Council and Board of Commissioners can be implemented within established authority. The Hendersonville City Council proposes that the City and County proceed with implementation of the unquestioned components of the unanimously approved substitute language until a mutually agreed upon amended interlocal agreement and/or local bill is adopted. The following draft implementation plan has been developed for consideration:

1. **Water and Sewer Commission** – The City of Hendersonville has drafted the proposed charter for the water and sewer commission. The charter is based on the language in the unanimously approved proposed substitute language for Senate Bill 69. The City of Hendersonville proposes the following schedule for establishment of the Henderson County Water and Sewer Commission.
    a. **Key Dates**:
        i. Approval of charter by governing boards – October 2025
        ii. Recruitment of commission members – October 1, 2025 – November 30, 2025
        iii. Appointment of members and chairperson – December 2025
        iv. First meeting of Water and Sewer Commission – January 2026

2. **Annexation Standards and Land Use Regulation** – These two items are unresolved and being discussed by the City Council, County Commissioners and our local legislative delegation. It is our recommendation that representatives of all parties meet to discuss the best path forward on these topics.

3. **Rural Fire Department Contracts –** The City of Hendersonville with the assistance of the Henderson County Emergency Management Department will develop a fire service contract with individual non-profit fire departments
    a. Key Dates:
        i. Contract Execution – January 1, 2026
        ii. Effective Date – July 1, 2026

4. **Water and Sewer Planning** - It is the desire of Hendersonville Water and Sewer to actively engage Henderson County, municipalities within Henderson County, and other stakeholders in water and sewer planning. The joint Water and Sewer Commission will incorporate stakeholder involvement into the water and sewer master plan update processes.

5. **Utility Rate Equalization -** Hendersonville water and sewer rate differentials will be equalized on the following schedule (based on 5% adjustment per year):

a. Schedule

i. Water Rates – Fiscal Year 2030

ii. Sewer Rates – Fiscal Year 2036

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 9/4/2025

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Approval of Grey Mill Promissory Note Termination – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that the City Council approve the termination of the Grey Mill Promissory Note

SUMMARY:

The original developers of the Grey Mill wish to sell the property. To sell the property the City Council must terminate the original promissory note. The developers will repay the City all funds owed plus $50,000 to support the City's Strategic Housing Plan. The purchaser has also agreed to maintain all affordable housing units for a twelve-month period.

BUDGET IMPACT: $ TBD

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Draft Agreement

State of North Carolina **PAYOFF AND SATISFACTION AGREEMENT**
County of Henderson

THIS AGREEMENT, made and entered into this the _____ day of _____, 2025, by and between the City of Hendersonville, a North Carolina municipal corporation, the "City," and Grey Mill Ventures, LLC, a North Carolina limited liability company, "Developer,"

WITNESSETH

THAT WHEREAS, Developer is the owner of that real property, purchased from the City, said property consisting of the Grey Hosiery Mill Property and certain appurtenant tracts, all of the foregoing being more particularly described in the deeds from the City to the Developer recorded in Book 3148 at Page 347 and Book 3307 at page 261 of the Henderson County Registry, collectively hereinafter the "Real Property," and

WHEREAS, Developer financed the purchase of the Real Property by the execution of a purchase money Promissory Note, dated December 29, 2017, having a maturity date of December 29, 2027, the "Purchase Money Note," as amended by that First Amended and Restated Promissory Note dated March 8, 2019, having a maturity date of December 29, 2027, the "Amended Purchase Money Note," resulting in an original indebtedness to the City of $200,000 for the purchase of the Real Property, the "Purchase Price"; and

WHEREAS, the Purchase Money Note was secured by that Deed of Trust recorded in Book 3148 at page 349, the "Purchase Money Deed of Trust," and the Amended Purchase Money Note was secured by that Deed of Trust recorded in Book 3307 at Page 444, the "Amended Purchase Money Deed of Trust," both being recorded in the Henderson County Registry; and

WHEREAS, the City obtained a Community Development Block Grant from the North Carolina Department of Commerce, Rural Economic Development Division in the amount of $500,000, the "CDBG Grant," and provided the CDBG Grant proceeds to the Developer in the form of a loan evidenced by a promissory note in face amount of $500,000 dated March 8, 2019, the "CDBG Note," and

WHEREAS, the CDBG Note was secured by a Deed of Trust recorded in Book 3307 at page 450 of the Henderson County Registry, the "CDBG Deed of Trust," and

WHEREAS, as part of the CDBG Grant requirements, Developer was required to set aside 20% of the residential apartment units being developed within the Grey Mill building (resulting in a set aside of 7 units) for rental to persons income qualifying at 80% or less of the area median income for a period of _____ years, the "Affordability Requirement,"; and

WHEREAS, Developer has secured a buyer for the Real Property and has negotiated with the City to pay off the balance owed to the City under the Amended Purchase Money Note and the CDBG Note, and to pay a premium to the City for an early release from the Affordability Requirement;

NOW THEREFORE THIS AGREEMENT, that for and in consideration of the mutual terms and conditions contained hereinbelow, the sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. The WHEREAS, clauses are incorporated herein and made a part of this Agreement.

2. The Developer shall be permitted to pre-pay the Amended Purchase Money Note and the CDBG Note by paying to the City the entire principal balance owed and all accrued by unpaid interest in full satisfaction of the indebtedness owed to the City pursuant to the Amended Purchase Money Note and the CDBG Note.

3. The Developer shall pay to the City a premium payment in the amount of $50,000 in exchange for an amended Affordability Requirement. In consideration for the payment of the $50,000 premium payment and the Developer's agreement to indemnify the City in paragraph ___ below, the City agrees that the Affordability Requirement shall be as follows from and after the date of Closing:

    a. Developer shall retain the Affordability Requirement for each of the 7 LMI Units for a minimum of 1 year from the date of Closing, or for each unit individually, until the current LMI tenant(s) vacate the unit either voluntarily or are evicted for breach of their current lease agreement, whichever occurs first. Once an LMI unit is vacated, the Affordability Requirement shall no longer apply to the individual LMI unit. The amendment to the Affordability Requirement shall be referred to as the "Amended Affordability Requirement." The terms of this paragraph shall survive Closing or any termination of this Agreement.

b. Upon receipt of payment in full for the entire indebtedness owed under the Amended Purchase Money Note, the "Amended Purchase Money Note Payoff," the City shall record a satisfaction of the Amended Purchase Money Deed of Trust within the time frame required by N.C.G.S. § 45-36.9. The terms of this paragraph shall survive Closing or any termination of this Agreement.

4. Upon receipt of both (1) payment in full for the entire indebtedness owed under the CDBG Note, the "CDBG Note Payoff," and (2) payment in full of the CDBG Premium, the City shall record an amendment to the CDBG Deed of Trust to reflect a zero balance owed under the CDBG Deed of Trust, and to reflect the terms of the Amended Affordability Requirement. Upon demonstration by Developer that the Amended Affordability Requirement has been met, the City shall record a satisfaction of the Amended CDBG Deed of Trust (including its amendment per this paragraph) within the time frame required by N.C.G.S. § 45-36.9. City agrees to subordinate the Amended CDBG Deed of Trust (including its amendment per this paragraph) to the Developer's Buyer's Deed(s) of Trust for the purchase of the Real Property, if any. The terms of this paragraph shall survive Closing or any termination of this Agreement.

5. **Closing Date.** The Developer shall give the City ten (10) days advance notice in writing, notifying the City of the date that the Developer will deliver the Amended Purchase Money Note Payoff, the CDBG Note Payoff, and the CDBG Premium, the "Closing Notice," all to be paid in certified funds, said date hereinafter referred to as the "Closing Date." Closing shall occur at City Hall at a time on the Closing Date agreed to by the City and the Developer. **THIS AGREEMENT SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT IF THE CITY HAS NOT RECEIVED A CLOSING NOTICE FROM DEVELOPER BY OCTOBER 31, 2025.**

6. **Payoff Amount.** Within five (5) days of receipt of the Closing Notice, the City shall provide to the Developer a written payoff letter, indicating the sums due to pay in full the Amended Promissory Note Payoff, the CDBG Note Payoff, and the CDBG Premium.

7. **Entire Agreement**. This agreement constitutes and represents the complete and entire agreement between the City and Developer and supersedes all previous communications, either written or verbal with respect to the subject matter of this Agreement

8. **Changes, Additions, Deletions**. This Agreement may be amended only by written agreement, duly approved and executed by both parties thereto.

9. **Indemnification**. It is understood and agreed that the City has agreed to the Amended Affordability Requirement in order to accommodate the Developer's sale of the Real Property, while preserving a benefit to LMI households by securing the CDBG Premium to be used by the City for the benefit of LMI households. Therefore, in consideration of the City's agreement to the Amended Affordability Requirement, Developer agrees that to the greatest extent allowed by the law the Developer shall indemnify and hold harmless the City, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, penalties, recapture or clawback of CDBG grant funds from the federal or state government, and including reasonable litigation costs and attorneys fees ("Claims") incurred by the City or assessed against the City, associated in any manner with the Amended Affordability Requirement. With their signatures below, Kenneth Reiter and Matthew Springer agree to guarantee this indemnification requirement on behalf of the Developer. The terms of this paragraph shall survive closing or any termination of this Agreement.

10. **Release of City**.

    a. Upon the City's receipt of the Amended Purchase Money Note Payoff and recording of the satisfaction of the Amended Purchase Money Deed of Trust to Developer, Developer hereby releases and forever discharges the City, its officers, directors, employees, agents, successors, and assigns from any and all claims, demands, actions, causes of action, suits, damages, liabilities, and obligations of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which Developer may have or may hereafter acquire against City arising out of or in connection with the Amended Purchase Money Note, or the Amended Purchase Money Deed of Trust. The terms of this paragraph shall survive closing or any termination of this Agreement.

    b. Upon the City's receipt of the CDBG Note Payoff and the CDBG Premium and recording of the Satisfaction of the CDBG Deed of Trust to Developer (when the Amended Affordability Requirement has been met by Developer), Developer hereby releases and forever discharges the City, its officers, directors, employees, agents, successors, and assigns from any and all claims, demands, actions, causes of action, suits, damages,

liabilities, and obligations of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which Developer may have or may hereafter acquire against City arising out of or in connection with the Amended Purchase Money Note, or the Amended Purchase Money Deed of Trust, or any of the other Loan Documents. The terms of this paragraph shall survive closing or any termination of this Agreement.

11. **RECORDING COSTS**. The City shall be responsible for the cost of recording the Satisfactions in the Office of the Register of Deeds of Henderson County, North Carolina.

12. **Applicable Laws and Courts**. This Contract shall be governed in all respects by the laws of the State of North Carolina. Exclusive venue shall be in a court of competent jurisdiction for Henderson County, North Carolina. The terms of this paragraph shall survive closing or any termination of this Agreement.

13. **Assignment**. Developer may not assign, pledge, or in any manner encumber the Developer's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the City's prior, express written consent. The terms of this paragraph shall survive closing or any termination of this Agreement.

14. **Successors and Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The terms of this paragraph shall survive closing or any termination of this Agreement.

15. **No Third Party Beneficiaries**. There shall be no intended nor incidental third party beneficiaries of this Contract. The Developer shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries. The terms of this paragraph shall survive closing or any termination of this Agreement.

16. **Severability**. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law. The terms of this paragraph shall survive closing or any termination of this Agreement.

17. **WAIVER OF JURY TRIAL**. CITY AND DEVELOPER EACH HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR DEVELOPER AND CITY TO ENTER INTO THIS AGREEMENT. The terms of this paragraph shall survive closing or any termination of this Agreement.

18. **Costs**: Each party will be responsible for bearing its own costs associated with the performance of this Agreement. Each party will be responsible for its own attorney's fees. The terms of this paragraph shall survive closing or any termination of this Agreement.

19. **Notice.** Whenever any notice, demand or request is required or permitted under this Agreement, 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 Developer: _____
_____
_____
_____
_____

To the CITY: **CITY OF HENDERSONVILLE**
Attn: John Connet, City Manager
160 6th Avenue East
Hendersonville NC 28792
jconnet@hvlnc.gov

With copy to: Angela Beeker, City Attorney
160 6th Avenue East
Hendersonville NC 28792
abeeker@hvlnc.gov

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.

The terms of this paragraph shall survive closing or any termination of this Agreement.

20. **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 Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

21. **No Construction Against Preparer**. No provision of this Agreement 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.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 09/04/2025

AGENDA SECTION: City Manager Report **DEPARTMENT:** Administration

TITLE OF ITEM: August 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

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