



CITY OF HENDERSONVILLE
CITY COUNCIL REGULAR MEETING
Operations Center – Assembly Room | 305 Williams St. | Hendersonville, NC
28792
Thursday, February 05, 2026 – 5:45 PM

AGENDA

- 1. CALL TO ORDER**
- 2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**
 - A. Resolution of Appreciation for Fire Chief D. James Miller – *Brian Pahle, Deputy City Manager*
 - B. Swearing in Fire Chief Justin Ward – *Brian Pahle, Deputy City Manager*
- 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*
January 7, 2026 Regular Meeting
 - B. Approval to submit an application for the Urban and Community Forestry Financial Assistance Program. - *Caitlyn Gendusa, Sustainability Manager*
 - C. Reclassify the Police Administrative Assistant III – Program Manager to Police Accreditation Coordinator, *Jennifer Harrell, HR Director*
 - D. NCDOT Participation Agreement for Clear Creek Greenway – *Brendan Shanahan, City Engineer*
 - E. Monthly Property Tax Collector's Report - *Tammy Heide, Deputy Tax Collector*
 - F. Utility Extension Agreement for the Lofts at Chadwick Apartments – *Adela Gutierrez-Ramirez, Civil Engineer*
 - G. Utility Extension Agreement for Camp Wayfarer – *Adela Gutierrez-Ramirez, Civil Engineer*
 - H. Utility Extension Agreement for the Fletcher Crossing Project – *Adela Gutierrez-Ramirez, Civil Engineer*

I. Utility Extension Agreement for the Orchard Trace Subdivision – *Adela Gutierrez-Ramirez, Civil Engineer*

J. Annexation: Certificate of Sufficiency- 0 Signal Hill Road (25-97-ANX) – *Sam Hayes, Planner II*

K. Cherry and Beech St Sidewalks Change Order 1 – *Richard Shook, Civil Engineer III*

L. Patton & Whitmire Concept Design– *Richard Shook, Civil Engineer III*

6. PRESENTATIONS

A. Consideration of Fire Apparatus Purchase – *Justin Ward, Fire Chief*

B. Presentation from The National Society of the Sons of the American Revolution

C. Community Engagement Presentation – *Jennifer Floyd, Management Analyst*

7. PUBLIC HEARINGS

A. Rezoning: Conditional Rezoning – 1207 Kanuga Rd Rezoning | R-15 to C-4 CZD (25-93-CZD) – *Matthew Manley, AICP – Long-Range Planning Manager*

B. Zoning Text Amendment: C-2 Dimensional Standards (25-92-ZTA) – *Matthew Manley, AICP – Long-Range Planning Manager*

8. NEW BUSINESS

A. Resolution for the City of Hendersonville to Apply for a USDOT BUILD Grant for the Hendersonville Downtown Streets Modernization Project: New Streets for New Business – *Brent Detwiler, Assistant City Manager, Public Services*

B. 5th Ave W and N Oak St Intersection Study Findings – *Brent Detwiler, Assistant City Manager, Public Services*

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

A. January 2026 Contingency and Adjustment Report – *John Connet, City Manager*

B. Mayor's Memory - John Connet, City Manager

10. CITY COUNCIL COMMENTS

11. CLOSED SESSION

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

12. ADJOURN

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle, Deputy City Manager **MEETING DATE:** February 5th, 2026

AGENDA SECTION: Special Presentation **DEPARTMENT:** Administration

TITLE OF ITEM: Resolution of Appreciation for Fire Chief D. James Miller – *Brian Pahle, Deputy City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

An agenda item to recognize Fire Chief D. James Miller.

BUDGET IMPACT: \$

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

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

ATTACHMENTS:

N/A



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle, Deputy City Manager **MEETING DATE:** February 5th, 2026

AGENDA SECTION: Special Presentation **DEPARTMENT:** Administration

TITLE OF ITEM: Swearing in Fire Chief Justin Ward – *Brian Pahle, Deputy City Manager*

SUGGESTED MOTION(S):

N/A

SUMMARY:

An agenda item to swear in Fire Chief Justin Ward.

BUDGET IMPACT: \$

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

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

ATTACHMENTS:

N/A



MINUTES

January 7, 2026

REGULAR MEETING OF THE CITY COUNCIL

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

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

Staff Present: City Manager John Connet, Deputy City Manager Brian Pahle, City Clerk Jill Murray, City Attorney Angela Beeker, Budget & Evaluation Director Adam Murr, Communications Coordinator Brandy Heatherly, IT Manager Jay Heatherly, and others

Absent: Council Member Melinda Lowrance

1. CALL TO ORDER

Mayor Volk called the meeting to order at 5:47 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

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

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

In Person:

Ken Fitch spoke against using historic Rosa Edwards field being used for a Safety City and said surely there is somewhere else to make this happen.

Brett Werner spoke about how great City staff is, specifically, when over the holidays he accidentally locked his keys in his car while in Pisgah Forest and how Matt Manley happened upon him and helped him unlock his vehicle. He also encouraged everyone to be patient and kind when listening to the public hearing and remember that this is part of the democratic process. Lastly, he spoke about the Safety City proposal and questioned how the \$350,000 will be spent and asked that council elaborate on the use of the money.

Mary Jo Padgett spoke against using historic Rosa Edwards Park for a proposed Safety City and believes there should be a public hearing regarding it.

4. CONSIDERATION OF AGENDA

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

5. CONSENT AGENDA

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

A. Adoption of City Council Minutes – Jill Murray, City Clerk
December 4, 2025 Regular Meeting

B. Approval of Vehicle & Equipment Management Policy & Procedure – Caitlyn Gendusa Public Works Superintendent-Sustainability

Resolution #R-26-01

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT THE VEHICLE & EQUIPMENT MANAGEMENT POLICY

WHEREAS, the City of Hendersonville City Council adopted the Sustainability Strategic Plan on May 2, 2024 which includes a transportation related action to reduce City fleet fuel usage by 40%; and

WHEREAS, The purpose of this policy is to specify vehicle and equipment requirements for standardization, turning in a vehicle, sustainable fleet transition, and replacement; and

WHEREAS, there continues to be opportunities to save Hendersonville taxpayer money by reducing vehicle related fuel costs by prioritizing low emission vehicles and fuels where feasible.

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

1. The Vehicle & Equipment Management Policy, is hereby approved.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 7th day of January, 2026.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

C. The City of Hendersonville is requesting approval to submit an application for the PARTF Helene Recovery Fund grant program – *Blake Fulgham, Management Analyst II*

Resolution #R-26-02

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
IN SUPPORT OF APPLICATION FOR THE PARKS AND
RECREATIONTRUST FUND HELENE RECOVERY FUND**

WHEREAS, the North Carolina Parks & Recreation Authority was allotted \$4,158,875 in funds through the *Disaster Recovery Act* of 2025 for use in areas affected by Hurricane Helene.

WHEREAS, the City of Hendersonville is committed to providing its citizens and visitors with safe, accessible, and valuable parks and recreational infrastructure with the goal of providing the highest quality of life for its citizens.

WHEREAS, the City of Hendersonville wishes to pursue funding opportunities that would allow the City to repair and improve damaged recreational infrastructure at Patton Park to provide increased resiliency to future natural disaster and storms.

WHEREAS, the City's financial resources have limited the City's ability to restore all damaged infrastructure within our parks and green spaces network to pre-Helene conditions.

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

1. The City hereby endorses the application for the Parks and Recreation Trust Fund Helene Recovery Fund and, if awarded, provide dollar-for-dollar matching funds for the project, as well as staff assistance for the duration of the project; and
2. The City Manager is authorized to execute said application.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 7th day of January, 2026.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

D. The City of Hendersonville seeks approval to apply for the Federal Transit Administrations Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) – *Blake Fulgham, Management Analyst II*

Resolution #R-26-03

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL IN SUPPORT OF
APPLICATION FOR THE FEDERAL TRANSIT ADMINISTRATION ENHANCED MOBILITY OF
SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM,
SECTION 5310 PROGRAM GRANT OPPORTUNITY**

WHEREAS, the Federal Transit Administration has developed a grant program the provides financial assistance to develop new transit systems as well as maintain, improve, and operate currently existing transit systems; and

WHEREAS, the City of Hendersonville is committed to providing its citizens and visitors with safe and accessible travel within the community; and

WHEREAS, in accordance to the U.S. Access Board on PROWAG, section R308.2 states that “*Accessible pedestrian signals* shall have an audible and *vibrotactile* walk indication during the *walk interval* only. The audible walk indication shall be audible from the beginning of the associated *crosswalk*. Following the audible

WHEREAS, the City’s financial resources have limited the City’s ability to implement the new pedestrian signals with appropriate audible and vibrotactile capabilities; and

WHEREAS, according to the 2023 American Community Survey 5-year estimates, the City’s disabled population consists of 17.9% of the City’s population, which is 3.9% higher than the state of North Carolina and 4.2% higher than the United States statistic.

WHEREAS, the City of Hendersonville plans to install new audible and vibrotactile street crossing technology throughout the Historic Hendersonville Main St. during instances of roadway & crosswalk/curbing infrastructure repairs that occur within a designated pedestrian crosswalk.

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

1. The City hereby endorses the application for the Enhanced Mobility of Seniors and Individuals with Disabilities Program Section 5310 Program grant opportunity and, if the grant is awarded, agrees to provide matching funding up to 20%, and any staff assistance for the duration of the Project; and
2. The City Manager is authorized to execute said application.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 7th day of January, 2026.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

E. January 2026 Budget Amendments – Jennifer Floyd, Management Analyst

TO MAYOR & COUNCIL
APPROVAL: January 07, 2026

FISCAL YEAR 2026
FORM: 01072026-01

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-420050	Grant Revenue	28,000	5,000	-	33,000
010-0000-460090	Contribution/Donation	11,616	5,000	-	16,616
010-1535-519200	Contracted Services	105,000	-	10,000	95,000
010-1555-534000	Non-Capital Equipment	-	20,000	-	20,000
FUND 010	TOTAL REVENUES	39,616	10,000	-	49,616
General Fund	TOTAL EXPENDITURES	105,000	20,000	10,000	115,000

An amendment reflecting an increase of \$5,000 in grant revenue (NCLM RMS Grant), an increase of \$5,000 in contribution donations revenue (Friends of Downtown), and an increase of \$20,000 in Non-Capital Equipment in the Public Works Streets Dept for the purchase of barricade related items.

The City Manager and City Clerk certify budget ordinance amendment 01072026-01 was approved by City Council on January 07, 2026.

TO MAYOR & COUNCIL
APPROVAL: January 07, 2026

FISCAL YEAR 2026
FORM: 01072026-02

BUDGET AMENDMENT

FUND 410

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
410-0000-470100-23021	Transfer In (from #21017)	158,500	-	-	158,500
410-1002-550103-23021	Capital Outlay - CIP	158,500	-	32,788	125,712
410-1002-598901-23021	Transfer Out (to #HEE01)	-	32,788	-	32,788
FUND 410 #23021	TOTAL REVENUES	158,500	-	-	158,500
City Hall 3rd Floor	TOTAL EXPENDITURES	158,500	32,788	32,788	158,500
410-HEE01	FEMA/Grant Reimbursements	295,000	-	-	295,000
410-1002-470100-HEE01	Transfer In (from #23021)	-	32,788	-	32,788
410-HEE01	Helene Expenditures	295,000	-	-	295,000
410-1002-534000-HEE01	Non-Capital Equipment	-	32,788	-	32,788
FUND 410 #HEE01	TOTAL REVENUES	295,000	32,788	-	327,788
Ops Helene Project	TOTAL EXPENDITURES	295,000	32,788	-	327,788
An amendment transferring \$32,788 out of the City Hall 3rd Floor Project (#23021) into the Operations Center Helene Project (#HEE01) to cover the cost of furniture.					

The City Manager and City Clerk certify budget ordinance amendment 01072026-02 was approved by City Council on January 07, 2026.

TO MAYOR & COUNCIL
APPROVAL: January 07, 2026

FISCAL YEAR 2026
FORM: 01072026-03

BUDGET AMENDMENT

FUND 064

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
064-0000-470030	Insurance Proceeds	19,079	1,571	-	20,650
064-7455-524010	R&M Buildings	24,079	1,571	-	25,650
FUND 064	TOTAL REVENUES	19,079	1,571	-	20,650
Parking Fund	TOTAL EXPENDITURES	24,079	1,571	-	25,650

An amendment reflecting an increase to insurance proceeds to cover the repair/replacement of an arm in the parking deck entryway.

The City Manager and City Clerk certify budget ordinance amendment 01072026-03 was approved by City Council on January 07, 2026.

TO MAYOR & COUNCIL
APPROVAL: January 07, 2026

FISCAL YEAR 2026
FORM: 01072026-04

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470030	Insurance Proceeds	685	22,056	-	22,741
010-1400-524030	R&M Trucks	113,500	22,056	-	135,556
FUND 010	TOTAL REVENUES	685	22,056	-	22,741
General Fund	TOTAL EXPENDITURES	113,500	22,056	-	135,556

An amendment reflecting an increase to insurance proceeds to cover the repair of 14-138.

The City Manager and City Clerk certify budget ordinance amendment 01072026-04 was approved by City Council on January 07, 2026.

TO MAYOR & COUNCIL
APPROVAL: January 07, 2026

FISCAL YEAR 2026
FORM: 01072026-05

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-598901	Transfer Out (to 410, #25002)	573,136	25,000	-	598,136
010-1010-534000	Non-Capital Equipment	110,290	-	25,000	85,290
FUND 010	TOTAL REVENUES	573,136	25,000	-	598,136
General Fund	TOTAL EXPENDITURES	110,290	-	25,000	85,290

An amendment reflecting a transfer out from the General Fund to project #25002 for the Downtown Camera Project in FY26.

The City Manager and City Clerk certify budget ordinance amendment 01072026-05 was approved by City Council on January 07, 2026.

TO MAYOR & COUNCIL
APPROVAL: January 07, 2026

FISCAL YEAR 2026
FORM: 01072026-06

BUDGET AMENDMENT

FUND 010 | 301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-598901	Transfer Out (to 301, #G2505)	573,136	3,380	-	576,516
010-1565-531225	Supplies & Materials	2,000	-	998	1,002
010-1565-531225	Tranining	1,000	-	1,000	-
010-1565-532250	Outreach	4,200	-	1,070	3,130
010-1502-532400	Misc. Expenditures	3,000	-	312	2,688
FUND 010	TOTAL REVENUES	-	-	-	-
General Fund	TOTAL EXPENDITURES	583,336	3,380	3,380	583,336
301-0000-420050-G2505	Grant (2025 EECBG)	128,928	-	-	128,928
301-0000-470100-G2505	Transfer In (From 010)	-	3,380	-	3,380
301-1565-550103-G2505	Capital Outlay - CIP	128,928	3,380	-	132,308
FUND 301 #G2505	TOTAL REVENUES	128,928	3,380	-	132,308
Ops. Energy Efficiency	TOTAL EXPENDITURES	128,928	3,380	-	132,308

An amendment reflecting a transfer into Operations Center Energy Efficiency Project (#G2505) from the general fund to cover the cost of additional smart pivot thermostats.

The City Manager and City Clerk certify budget ordinance amendment 01072026-06 was approved by City Council on January 07, 2026.

TO MAYOR & COUNCIL
APPROVAL: January 07, 2026

FISCAL YEAR 2026
FORM: 01072026-07

BUDGET AMENDMENT

FUND 010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-410001	Local Sales & Use Tax	6,980,919	40,000	-	7,020,919
010-1002-519200	Contracted Services	46,400	40,000	-	86,400
FUND 010	TOTAL REVENUES	6,980,919	40,000	-	7,020,919
General Fund	TOTAL EXPENDITURES	46,400	40,000	-	86,400

An amendment leveraging higher than anticipated FY26 local option sales tax revenues to fund a \$40,000 design of the Main St. Fountain.

The City Manager and City Clerk certify budget ordinance amendment 01072026-07 was approved by City Council on January 07, 2026.

F. Monthly Property Tax Collector's Report - Tammy Heide, Deputy Tax Collector**6. PRESENTATIONS****A. Introduction of Employees who graduated from the fire academy on December 4, 2025 – Justin Ward, Interim Fire Chief**

Interim Fire Chief Justin Ward introduced the newest graduates of the fire academy. From left to right: Jerry Villars, Octaveus Askew, Kristopher Miller and Josh Gomez.



B. Fiscal Year 2025 Audit Presentation – Krystal Powell, Finance Director

Travis Keever with Gould Killian CPA Group gave the following PowerPoint presentation and although they are still in the process, they expect to issue an unmodified (clean) opinion in compliance with federal and state grant terms.

City of Hendersonville North Carolina



2025 Annual Audit Summary

Audit Summary

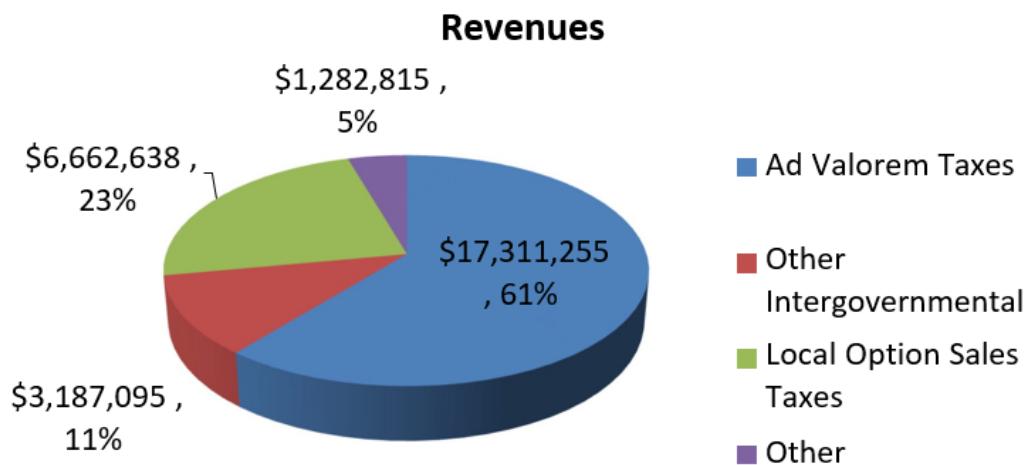
- Thank you for allowing us to serve as your auditors
- Special thanks to Krystal and the staff of the finance department for their hard work and cooperation in completing the audit
- We issued an unmodified (clean) opinion on the June 30, 2025 financial statements
- We reported 1 material weakness in internal control over financial reporting
- We reported no instances of material noncompliance with laws and regulations
- We are in the process of performing a single audit on 6 separate grant programs
 - No material weaknesses in internal controls over compliance are expected
 - We expect to issue an Unmodified (clean) opinion on compliance with federal and state grant terms



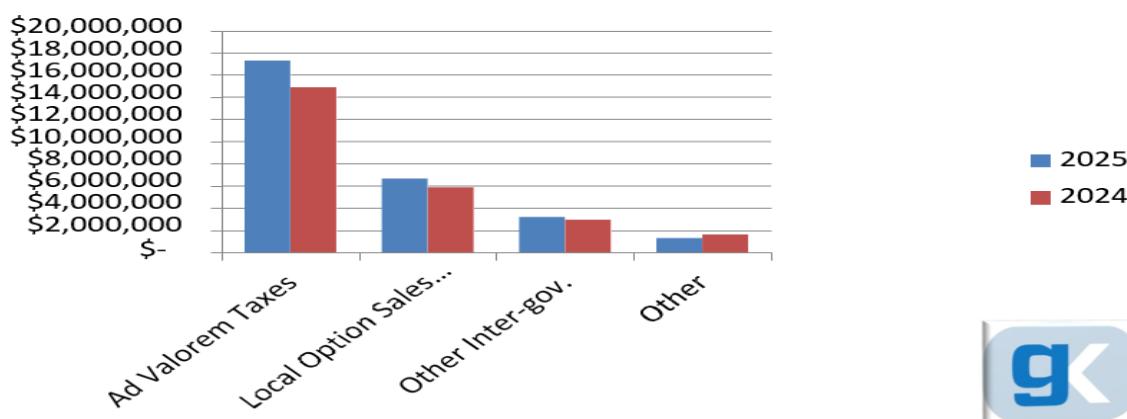
Financial Performance Indicator of Concern

- We noted 1 material weakness in internal controls related to a correction of a prior year error in the beginning balance of the City's construction in progress asset accounts.
 - In prior years, there was a deficiency in the reconciliation process around construction in progress likely stemming from an over-reliance on the software.
 - Beginning net position was increased by \$388,285 for governmental activities and \$894,939 for business-type activities.

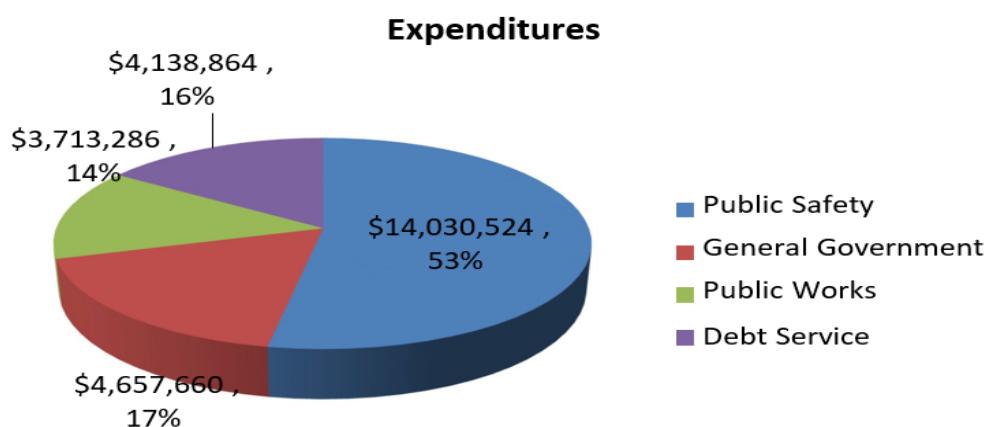
General Fund Summary



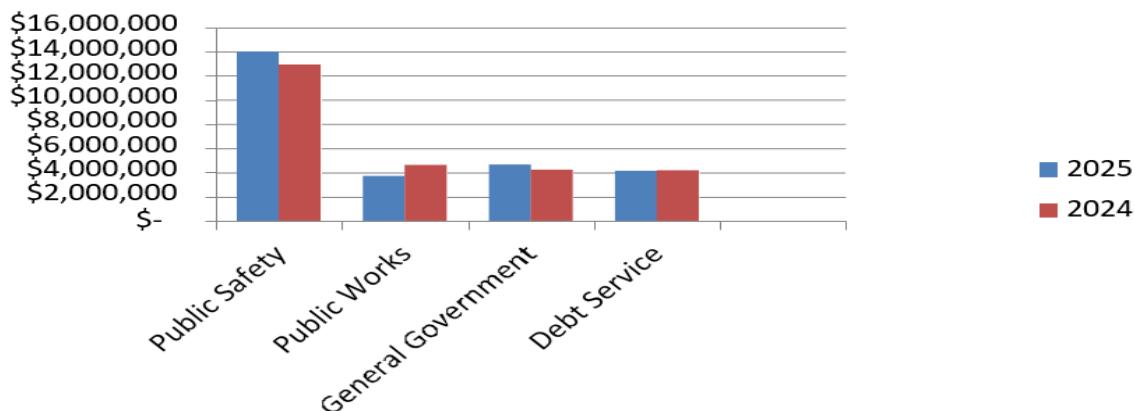
General Fund – Revenue Comparison



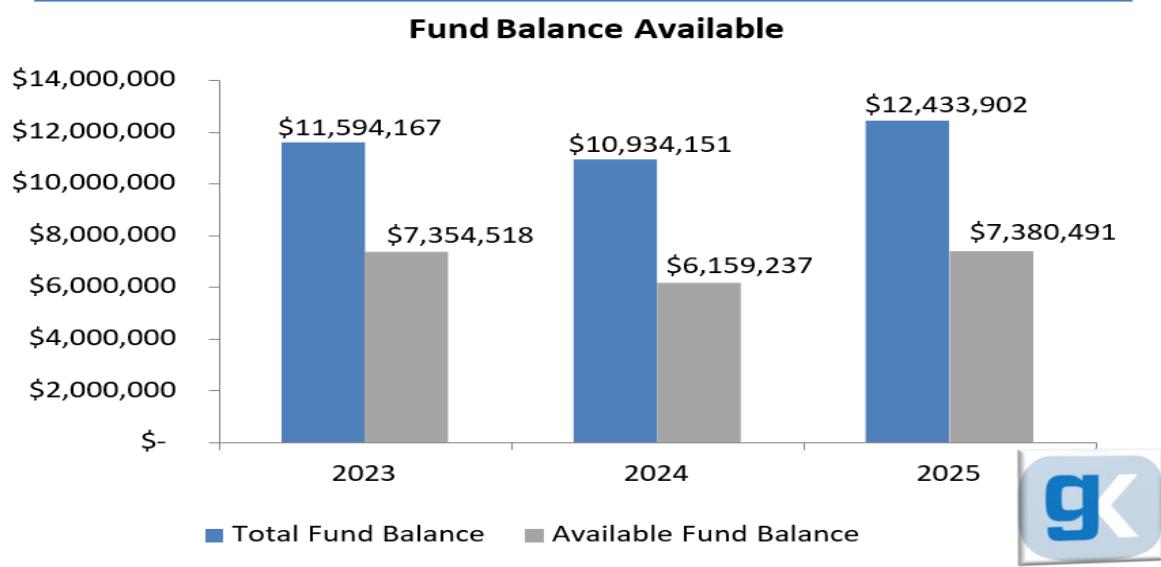
General Fund Summary



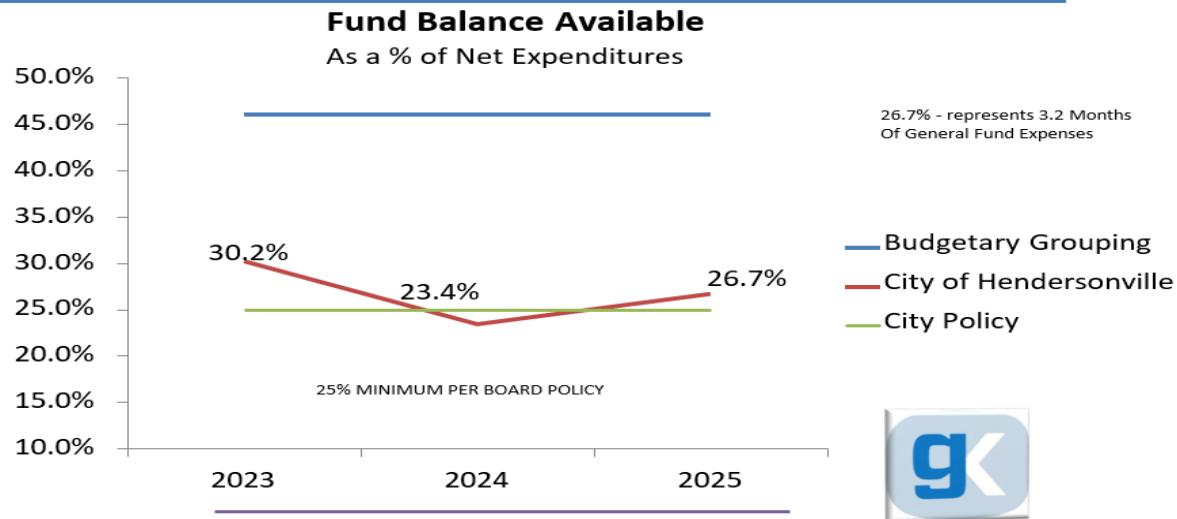
General Fund Summary



General Fund Summary



General Fund Summary



Enterprise Fund Summary

Water and Sewer Fund	2024	2025
Working capital (current assets-current liabilities)	\$12,608,305	\$8,413,736
Working capital in months expenditures (budgetary basis)	6.5 months	3.75 months
Unrestricted net position	12,191,586	9,121,847
Operating income (loss)	490,056	2,269,980
Change in net position	12,755,424	7,793,746
Cash flows from operating activities	5,661,711	4,503,277
Net increase (decrease) in cash	(747,443)	(4,284,450)

Property Tax Collection

	2023	2024	2025
Property tax rate	0.52/\$100	0.49/\$100	0.52/\$100
Current year \$ collected (incl. MV)	\$ 11,887,462	\$ 14,807,794	\$ 17,082,230
Current year % collected (incl. MV)	98.71%	99.30%	99.45%



CITY OF HENDERSONVILLE 2025 Annual Financial Report

C. Leading for Results Graduate Recognition – Brian Pahle, Deputy City Manager

Deputy City Manager Brian Pahle recognized Budget & Evaluation Director Adam Murr for graduating from the UNC School of Government Leading for Results - Fellows program. On December 12, 2025, Adam successfully completed the Leading for Results program at the UNC School of Government as a Civic Fellow. Adam was among 24 individuals from across North Carolina identified as a critical leader in their local government and was selected in a competitive process from over 150 applicants to the program. The Leading for Results program focuses on personal and organizational leadership. Participants were introduced to models of leadership as well as management and leadership tools and strategies. Civic Fellows had the opportunity to gain insight into their individual leadership styles and strengths and practice ways to increase their effectiveness within their organizations.



Before beginning the public hearing, Sam Hayes introduced the City's new Planner, Hanna Slice.

7. PUBLIC HEARINGS

A. Rezoning: Conditional Zoning District – LEO at Hendersonville (25-48-CZD) – Sam Hayes, Planner II

Sam Hayes explained that the City of Hendersonville received an application for a Conditional Rezoning from Scott Weathers of Advenir Azora Development (Applicant) and Jeffrey Justus (Owner). The request is to rezone the property located at 1741 Haywood Road (PIN 9569-22-9206) from R-15 Medium Density Residential to PRD-CZD (Planned Residential Development – Conditional Zoning District) to allow for the construction of a 180-unit residential project. The proposed development includes a mix of duplexes, triplexes, and quadplexes. At its December 11 meeting, the Planning Board recommended denial of the proposed plan. The Board's primary concerns centered on the extent of grading required and the resulting impacts on the site. Additional concerns were raised regarding the absence of a secondary access point, though such access is not required by ordinance, as well as the project's overall compatibility and impact on the surrounding community.





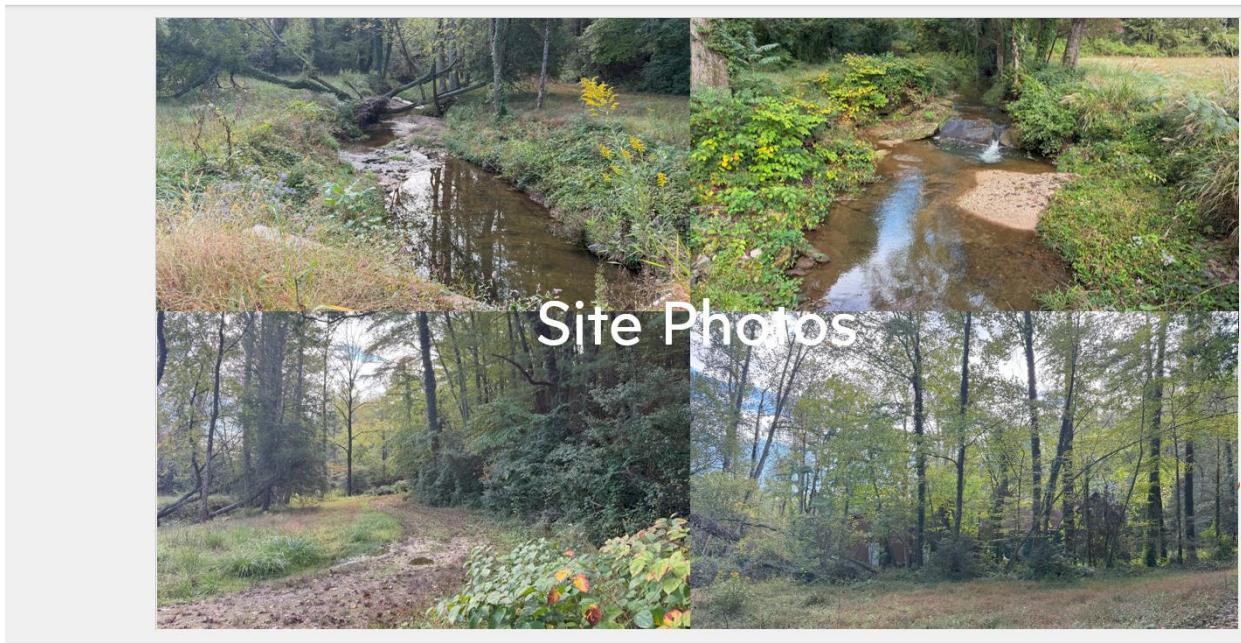
The project's address is 1741 Haywood Road. The applicant is Scott Weathers with Advenir Azora Development and the property owner is Jeffrey Justus. The existing zoning is R-15 medium density residential, and the applicant has requested to rezone this property to Planned Residential development conditional zoning district. The property is 21.25 acres.

As mentioned before the project is proposed 180 units of two, three, and four family residential dwellings. The project density is 8.47 units per acre.

Utilizing the City's new $\frac{1}{2}$ unit density calculations for units under 1,200 square feet, this project comes in at 5.74 units per acre. The project is proposed to be rentals, however per state law, the City is not able to regulate rentals vs. owner occupied dwellings. The future land use designation for the property is Family/Neighborhood Living.



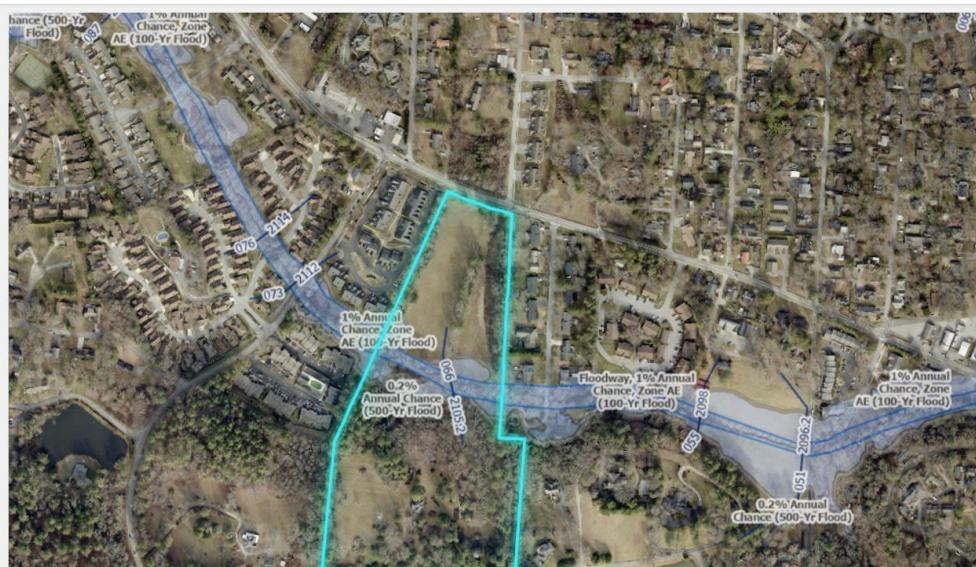
Dermid Avenue



Dermid Avenue



Dermid Avenue



Here you can see an aerial image of the subject property highlighted in blue. There is 100 year and 500 year floodplain that runs through the middle of the property. There is also some delineated wetlands on the property that have been noted on the site plan.

Neighborhood Compatibility Meeting

- + **Dates:** June 30th, 2025 and August 19th, 2025
- + **Attendees:**
 - + 115 at June 30th meeting
 - + 135 at August 19th meeting
- + **Topics Discussed:**
 - + Concerns over increased traffic on Haywood Road (191)
 - + Concerns over the compatibility with the surrounding neighborhoods
 - + Questions about the affordability of the project rents

NEIGHBORHOOD COMPATIBILITY MEETING
OFFICIAL NOTIFICATION
by The City of Hendersonville
for:
CONDITIONAL REZONING

For Additional Information Call:
(828) 697-3010 or Visit
www.hendersonville.gov/public-notices-hearings

A neighborhood compatibility meeting was held on June 30th 2025. At this meeting, there were 115 people in attendance both in person and online. A continuation of that meeting was held on August 19th at Blue Ridge Community College. There were 135 people in attendance at that meeting, all in person as no online option was provided.

Topics of concern at both of these meetings were surrounding traffic on Haywood Road. Concerns over compatibility with the surrounding neighborhoods. Questions about the affordability of the project. Questions and concerns over the building setbacks, buffering of the property, and the fencing that will be utilized in portions of the property. Questions about the project's stormwater retention.

17

By-Right Development

+ R-15 - Medium Density Residential

- + Single family and two family residential is allowed
- + ADUs are also allowed
- + Minor Planned Residential Developments (50 units or less)
- + Minimum lot size of 15,000 SF

+ Minor Planned Residential Development

- + 50 units by right
- + Density of 4 units per acre or 8 units per acre at "half density" standard

+ All developments mentioned above would be subject to administrative approval. Anything that goes above 50 units would require a conditional rezoning.

(If subdivided, approximately 61 lots could be created. This does not take into account the subdivisions requirements which would require public roads to be constructed, parkland dedication. It also doesn't take into account the unconstructable areas of the property, such as those areas that are steep slope, wetlands, or in the floodplain.)

Recently adopted small lots and flag lots is not applicable. No more than 6 units and maximum acreage is 2 acres.

Aggregate development standards

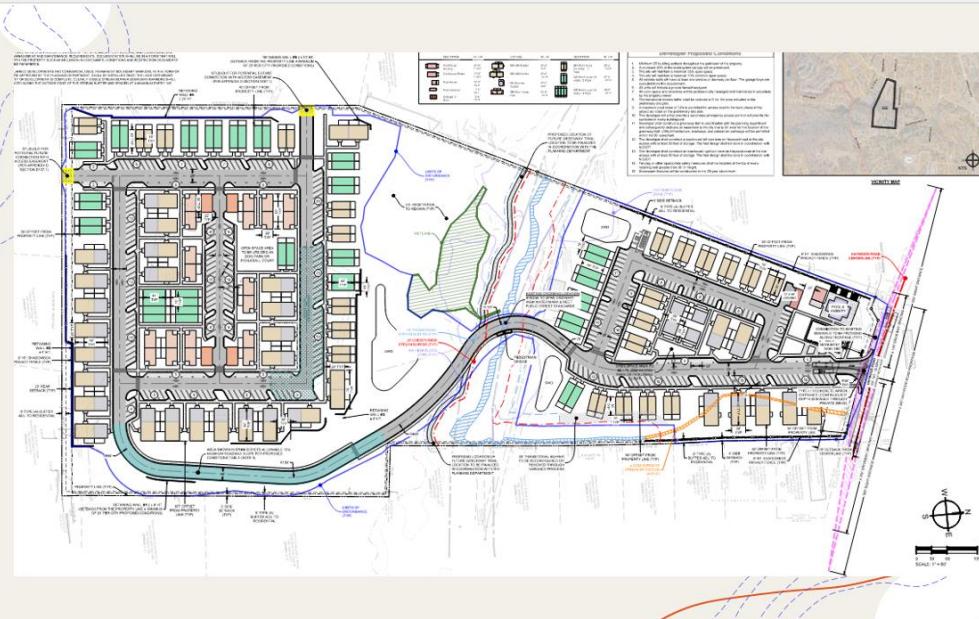
- a) The same person has control of the developments;
- b) The same person has ownership or a significant legal or equitable interest in the developments;
- c) There is common management controlling the form of physical development or disposition of parcels of the development;
- d) There is a reasonable closeness in time between the completion of some or all of one development and the submission of an application for authorization of other development which is indicative of a common developmental effort;

- e) A master plan or series of plans or drawings exists covering the developments sought to be aggregated;

- f) There is a voluntary sharing of infrastructure that is indicative of a common development effort or is designated specifically to accommodate the developments sought to be aggregated;

- g) There is a common advertising scheme or promotional plan in effect for the developments sought to be aggregated.

Site Plan



180 units proposed (122 units on the upper section and 58 units on the lower section)

PRD does not allow more than 10 units per acre

- 8.47 units per acre

- 5.74 units per acre utilizing the city's 1/2 unit calculation for units under 1200 square feet.

Traffic:

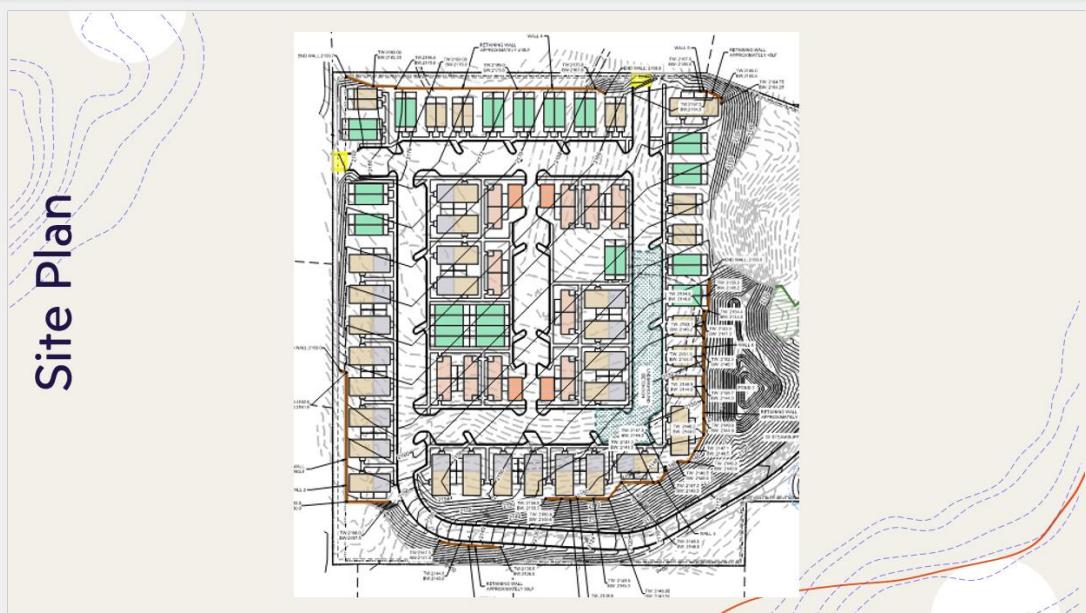
One entrance is provided into the site. The only recommendations made by the Traffic Impact Analysis was for a left turn lane into the site. Our traffic consultant also recommended a right turn lane into the site. The developer has proposed two conditions that address the recommendations from the TIA and our traffic consultant. I'll address those when I go through the

Center of the property

- Point out wetlands
- Point out greenway
- There are several retention ponds throughout the property, as well as some underground retention ponds.

Several areas have been created throughout the property to provide open space. You can see the front of the property with its pool and open space, the center of the lower section of the property, and open space on the upper portion of the property.

Area of disturbance – point out the blue line



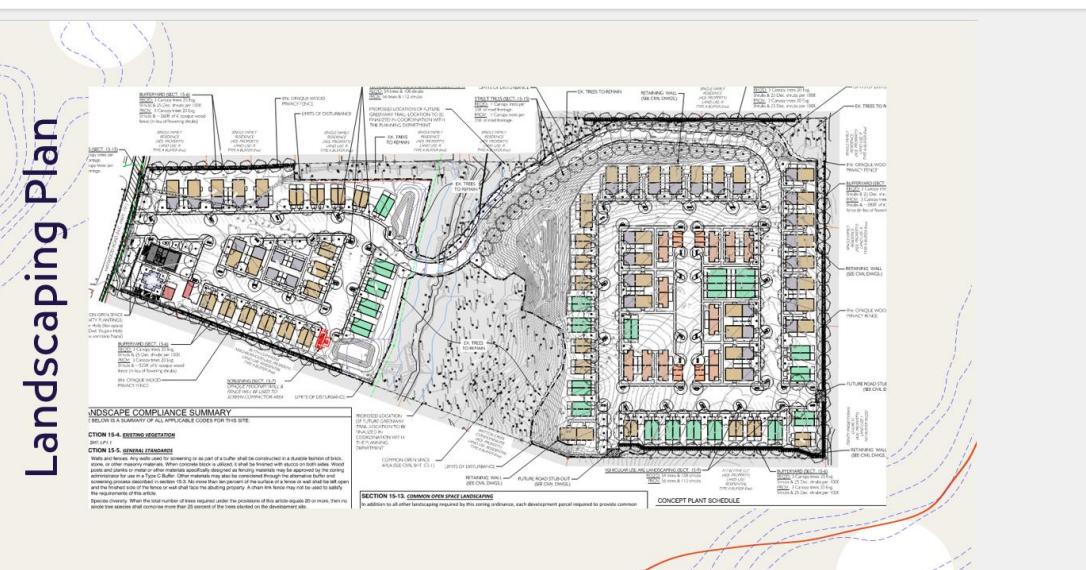
The upper portion of the property includes 122 units. There are several retaining walls utilized on the upper portion of the property.

- Point to one by building – averages around 6' in height
- 90 foot wall averages around 4 feet in height
- Back wall about 26' in height

There are two stub outs on the property.



Lower section closes to haywood road. Piped stream. Community building with pool, clubhouse, and open space.



There is an additional retaining wall that staff has concerns over given its height of approximately 16' and its placement 5' from the property line. The wall also sits within the required 8' landscaping buffer, and staff has informed the applicant that they will need a condition if this retaining wall is to remain in its current location.

Proposed Conditions (Developer Agreed)

Developer Proposed Conditions :

1. Minimum 25' building setback throughout the perimeter of the property.
2. A minimum of 40% of the existing tree canopy will be preserved.
3. The site will maintain a minimum of 55% open space.
4. The site will maintain a minimum of 16% common open space.
5. All exterior walls will have at least one window or doorway per floor. The garage bays are excluded from this requirement.
6. All units will include a private fenced backyard.
7. All open space and amenities will be professionally managed and maintained in perpetuity by the property owner.
8. Transitional stream buffer shall be reduced to 0' for the area indicated below in the site plan.

Proposed Conditions (Developer Agreed)

Developer Proposed Conditions :

9. A maximum road slope of 12% is permitted for access road to the back phase of the project as noted on the preliminary site plan.
10. The developer will either provide a secondary emergency access point or will provide fire sprinklers in every building/unit.
11. Developer shall construct a greenway trail in coordination with the planning department and subsequently dedicate an easement to the city that is 50' wide for the location of the greenway trail. Utility infrastructure, roadways, and pedestrian pathways will be permitted within the 50' easement.
12. The developer shall construct a westbound left turn lane on Haywood road at the site access with at least 50 feet of storage. The final design shall be done in coordination with NCDOT.
13. The developer shall construct an eastbound right turn lane on Haywood road at the site access with at least 50 feet of storage. The final design shall be done in coordination with NCDOT.
14. Fencing or other appropriate safety measures shall be installed at the top of every retaining wall greater than 30" in height.
15. Stormwater features will be constructed to the 25-year storm level.

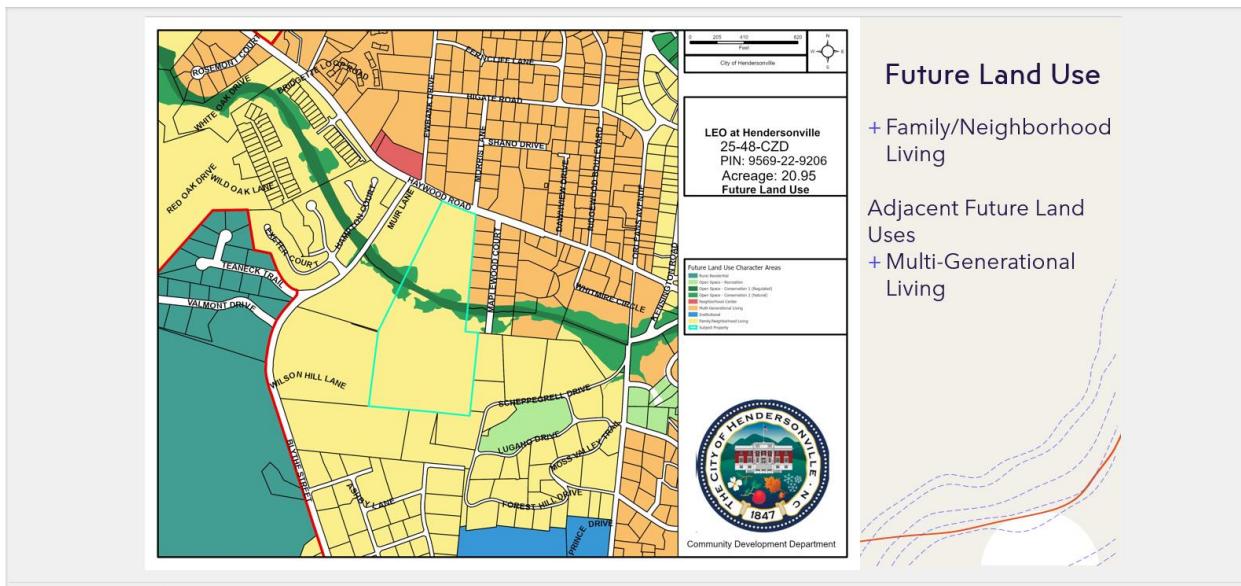
Proposed Conditions

City Proposed Conditions :

1. The retaining wall on the eastern boundary measuring approximately 90' and the retaining wall on the western boundary measuring approximately 45' shall be setback from the property line 25'.

Retaining wall setback from the adjacent property line:

- The reasoning for this is grounded in safety concerns if the walls were to fail and mitigating the potential impact on neighboring property values and the potential interference with the enjoyment of neighboring property.



The project is currently classified as Family/Neighborhood Living. Adjacent Future Land Uses are Multi-Generational Living. The applicant has requested that the future land use be changed to multi-generational living. - In the staff analysis of comprehensive plan consistency, we deemed it to be somewhat inconsistent with the future land use designation for family/neighborhood living, and in the consistency statement for the entire comprehensive plan, we said that it was inconsistent.

General Rezoning Standards: 1) COMPREHENSIVE PLAN CONSISTENCY	LAND SUPPLY, SUITABILITY & INTENSITY <ul style="list-style-type: none"> The subject property is noted as being "underdeveloped" on the Land Supply Map [Consistent] The subject property is "most suitable" on the Residential Suitability Map. [Consistent] The subject property is classified as being suitable for "low-intensity" development on the Development Intensity Map. [Inconsistent]
	FUTURE LAND USE & CONSERVATION MAP <ul style="list-style-type: none"> Designation: Family/Neighborhood Living Character Area Description: Somewhat Inconsistent Zoning Crosswalk: Consistent

Classified as low intensity on the development intensity map. The project was found to be inconsistent with this designation due to the level of development and the [parcels](#) location in a periphery area of the city's jurisdiction.

Staff found this to be somewhat inconsistent with the character area description, given the proposal's inclusion of duplexes, triplexes, and quadplexes; minimum lot sizes that are significantly smaller than the stated 1/3- to 1/8-acre range; and the lack of conservation design in exchange for reduced minimum lot sizes.

1/3 acre = 64 units
1/8 acre = 170 units

General Rezoning Standards: 2) COMPATIBILITY	RELEVANT GEN H GOALS <ul style="list-style-type: none"> Vibrant Neighborhoods: <ul style="list-style-type: none"> The design allows people to connect to nearby destinations, amenities, and services. [Somewhat Consistent] Healthy and Accessible Natural Environment: <ul style="list-style-type: none"> Natural system capacity (floodplains for stormwater; habitats to support flora/fauna; tree canopy for air quality, stormwater management, and microclimate) is maintained. [Somewhat Inconsistent] Development is compact (infill/redevelopment) to minimize the ecological footprint. [Somewhat Inconsistent] Authentic Community Character: <ul style="list-style-type: none"> Historic preservation is utilized to maintain the city's identity. [Inconsistent] Safe Streets and Trails: <ul style="list-style-type: none"> Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments. [Somewhat Inconsistent]
	GEN H GUIDING PRINCIPLES <ul style="list-style-type: none"> Connectivity: <ul style="list-style-type: none"> The development encourages multimodal design solutions to enhance mobility. [Somewhat Consistent]

The project was found to be consistent with 25 of the goals and guiding principles in the comprehensive plan. I am going to briefly details staff's rationale for each goal and guiding principle area that was found to be somewhat consistent, somewhat inconsistent, or inconsistent.

Vibrant Neighborhoods:

- The design allows people to connect to nearby destinations, amenities, and services. [Somewhat Consistent]
 - While the development is proposing amenities such as a greenway access and sidewalks along 191, the property is disconnected from surrounding neighborhoods.

Healthy and Accessible Natural Environment

- Natural system capacity (floodplains for stormwater; habitats to support flora/fauna; tree canopy for air quality, stormwater management, and microclimate) is maintained. [Somewhat Inconsistent]
 - The extensive grading proposed for the property will significantly impact the site. While the applicant is providing stream bank and wetland protections as required by the City's ordinance, the level of grading across the remainder of the site has the potential to degrade the site's natural habitat.

- Development is compact (infill/redevelopment) to minimize the ecological footprint. [Somewhat Inconsistent]
 - The mass grading on the upper portion of the site will have significant impact. The decrease in the number of units and the implementation of alternative grading such as terraced grading could have lesser impacts.

Authentic Community Character

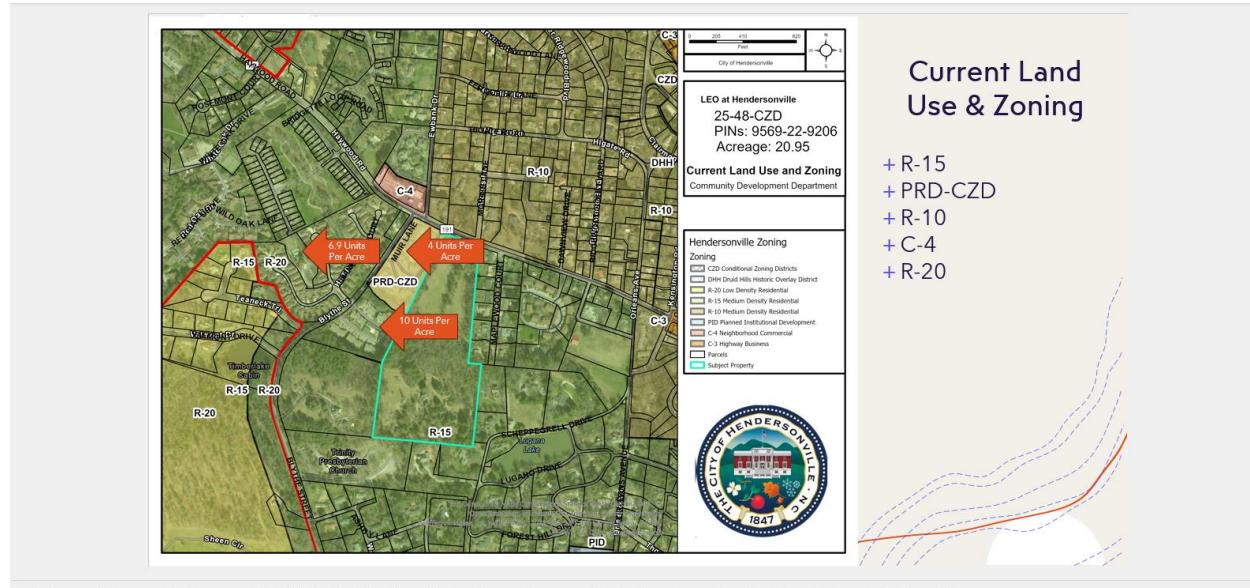
- Historic preservation is utilized to maintain the city's identity.
 - The property was identified in a 2000 historic architectural survey as potentially eligible for listing in the National Register of Historic Places. The survey documents several historic buildings on the property, including a historic house dating to circa 1906. The estate, buildings, entrydrive, undeveloped setting, and view were all identified as important elements of the site's historic character.

Safe streets and trails

- Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments. [Somewhat Inconsistent]
 - The development does not connect to existing neighborhoods adjacent to the site, primarily because the property is landlocked on three sides, with access only along the frontage on Highway 191.

Connectivity

- The development encourages multimodal design solutions to enhance mobility.
 - While the development incorporates elements that support pedestrian and vehicular movement, it does not adequately prioritize or integrate transit-oriented design solutions. The site lacks clear connections to existing or planned transit services, as well as features that would support convenient and accessible transit use. Without meaningful consideration of transit access and integration, the development falls short of encouraging a fully multimodal approach to mobility.



The current land use for the property is R-15 Medium Density Residential. Surrounding properties to the east, south, and west are all also classified as R-15. I'll mention that many of the properties along Haywood Road that are R-15 zoning utilized a previous zoning known as Planned Unit Development (PUD) which allowed multi-family townhome projects and higher density project to be constructed by-right.

The adjacent Britton Creek development has a density of 10 units per acre. And Plantation Walk has approximately 6.9 units per acre.

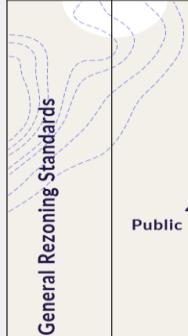
An adjacent PRD-CZD known as Blythe Commons is at 4 units per acre.

General Rezoning Standards	2) Compatibility	Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.
	3) Changed Conditions	Whether and the extent to which there are changed conditions, trends or facts that require an amendment.
		<ul style="list-style-type: none"> The proposed development is located in a transition area from urban downtown Hendersonville to rural county. Stretching along Haywood Road are a number of subdivisions that were established at various periods throughout history. To the east and north are primarily single family subdivisions, while to the west there are primarily duplexes and townhomes. This development primarily features duplexes and town homes, which is compatible with the developments to the west, however, the density is less compatible with properties to the east. Additionally, the large amount of grading on the site has a severe impact on adjacent properties and is incompatible with the types of development on some sides of the subject property.
		<ul style="list-style-type: none"> The subject property was previously proposed for development as a multi-family apartment building project. The project was withdrawn, and this is the latest iteration of the project. There have been some changes to the ordinance, and the City's comprehensive plan was updated.

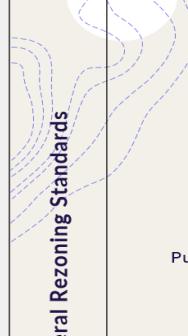
The proposed development is located in a transitional area. Stretching along Haywood road are a number of developments established at various periods throughout history. The east and north are primarily single family subdivisions established from the early 1900s through the 50s and 60s. To the west there are several large developments of townhomes and condos.

The large amount of grading on the southern portion of the property and use of retaining walls very close to the property line make the proposed project incompatible with the surrounding single-family properties.

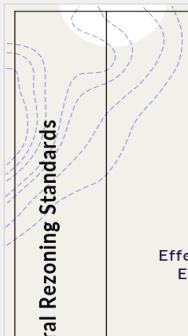
As for changed conditions, the subject property was previously proposed for development as a multi-family apartment building project. The project was withdrawn. This project is the latest iteration of the project. There have been several changes to our ordinance to promote housing production and the city has adopted a new comprehensive plan.

 General Rezoning Standards	<p>Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.</p>
	<ul style="list-style-type: none"> • The proposed development does emulate surrounding developments along Haywood Road. The proposed <u>transportation</u> mitigation would decrease the negative impact on Haywood Road. The large amount of grading on the site does negatively impact the environmental health of the site overall, and has the potential to impact adjacent properties.

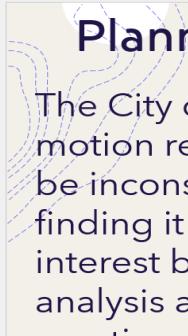
The proposed development does emulate surrounding developments along Haywood Road. The proposed transportation mitigation would decrease the negative impacts on Haywood Road. Additionally, Hendersonville is attempting to increase the amount of housing stock to combat housing affordability challenges. However, the large amount of grading on the site has the potential to negatively impact the environment health of the site overall and could impact adjacent properties.

 General Rezoning Standards	<p>Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.</p>
	<ul style="list-style-type: none"> • The site will be served by public utilities. The developer is currently proposing the water/sewer lines on the property to be private. The sewer lines would likely need to be public, but this is something that will be resolved at final site plan.

The site will be served by public utilizes. The developer is currently proposing to have the water and sewer lines on the property be private.

 General Rezoning Standards	<p>Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife.</p>
	<ul style="list-style-type: none"> • The site overall presents a moderate to high impact on the natural environment. As previously mentioned, significant grading is required, which necessitates the construction of several retaining walls throughout the property. While the developer is generally complying with the City's stream buffer protections, there is one exception: a condition has been included to reduce the 20-foot transitional buffer to 0 feet along a small portion of the stream on the eastern side of the site plan. The applicant is seeking to mitigate some of the harmful impacts through the preservation of a larger amount of tree canopy than required by ordinance. These trees are primarily concentrated in a wetlands portion of the property running along Brittain Creek.

The site overall presents moderate to high impact on the natural environment. As previously mentioned the significant grading proposed on the southern portion of the property. This would necessitate the construction of several retaining walls throughout the property.

 Planning Board Recommendation	<p>The City of Hendersonville Planning Board made a motion recommending denial, finding the petition to be inconsistent with the comprehensive plan and finding it to be unreasonable and not in the public interest based on the information from the staff analysis and the public comments presented at their meeting on <u>December 11th, 2025</u>.</p>
	<p><u>The motion carried 6 to 0.</u></p>

The Planning Board made a motion recommending approval at its April 10th meeting. The motion carried 6 to 0.

DRAFT: Comprehensive Plan Consistency Statement

The petition is found to be inconsistent with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition proposes duplexes, triplexes, and quadplexes that are not consistent with the Future Land Use designation of Family/Neighborhood Living, which is intended to support lower-intensity, neighborhood-scale development. The proposal also fails to incorporate a conservation design—typically expected as a tradeoff for smaller lot sizes or increased density—because the development requires extensive grading that significantly alters the site's natural topography. The scale of grading and overall design are not compatible with the character of adjacent developments.

City staff deemed the petition to be inconsistent with the comprehensive plan.
- If you decide to recommend approval for the project, there is a recommendation to change the future land use designation to Multi-Generational Living.

DRAFT: Approval Reasonableness Statement

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

[Rationale for Approval]

1. The addition of 180 units supports the City's goal of increasing the overall housing supply.
2. The proposed development utilizes existing infrastructure and aligns with the City's objective to encourage infill development.
3. The project incorporates "missing middle housing" principles by offering a range of housing sizes, consistent with the City's goal to provide diverse housing options for a variety of residents.
4. The proposed development is in alignment with the surrounding developments.

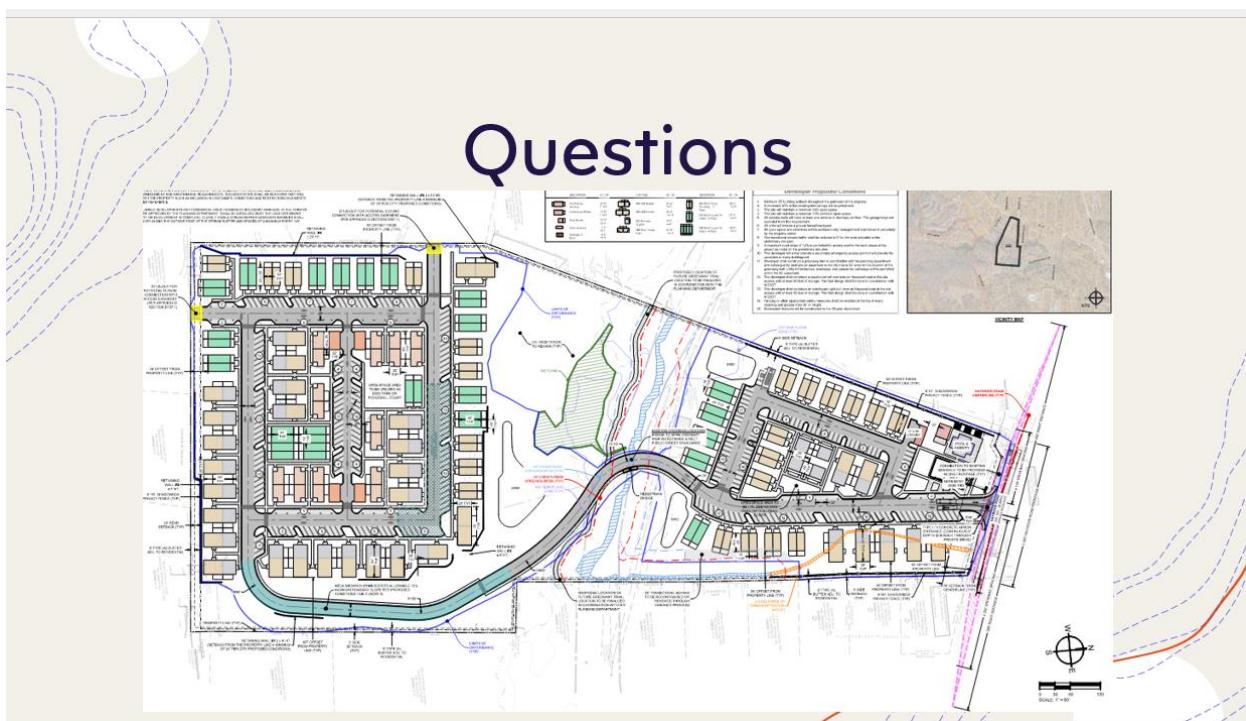
Additionally, staff has drafted the following statement of reasonableness...

DRAFT: Denial Reasonableness Statement

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

[Rationale for Denial]

1. The proposed development does not provide adequate site access for emergency services and lacks interconnectivity.
2. The proposed development is incompatible with the surrounding developments.
3. The grading of the proposed development will significantly alter the natural environment of the site and significantly impact some adjoining neighbors



Justice Mullen, law partner of Romeo, Harrelson & Coiner of 136 South King Street, Hendersonville, NC explained that their plan meets all the city's guidelines and that they have done what was asked of them.

Marc Mariano, Chief Executive Officer of Advenir Azora Development, gave the following lengthy PowerPoint presentation explaining why the rezoning should be approved.



LEO at Hendersonville – Site Plan

- **180, 1, 2, and 3 Bedroom**
Homes ranging from 625 – 1500 SF
- **Amenities including – Pool, Fitness Center, Lounge, Pickleball Court, Dog Park, and Greenway Trail**
- **25-year storm water retention system**
- **25' minimum building setbacks**
- **Over 60% Open Space**
- **Over 20% Common Open Space**
- **Over 45% existing tree canopy save with an additional 13% of new canopy**



CRAFTSMAN STYLE HOMES THROUGHOUT HENDERSONVILLE



LEO PRODUCT

ACTUAL LEO PRODUCT

FULLY COMPATIBLE
WITH THE
HENDERSONVILLE
FABRIC OF DESIGN





ACTUAL LEO
PRODUCT

FULLY COMPATIBLE
WITH THE
HENDERSONVILLE
FABRIC OF DESIGN



- \$7,500/MONTH BEFORE MAINTENANCE, WITH A \$237,000 DOWN PAYMENT

\$1,185,000

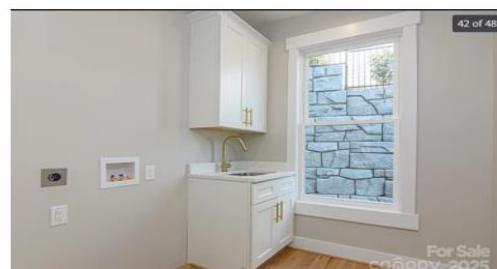
131 Dawn Mist Ct, Hendersonville, NC 28791

4

beds

3 baths

3,038 sqft



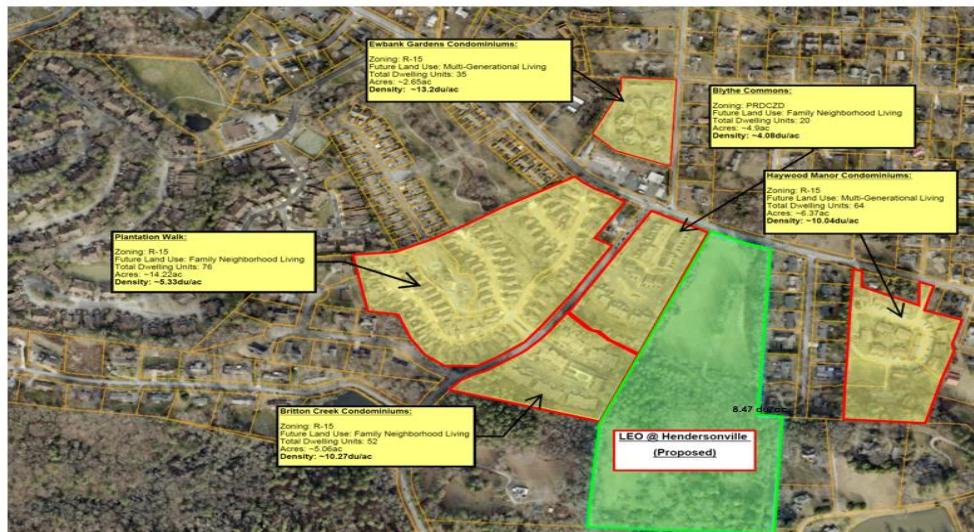
2 MILE NORTH –
CANTRELL FARMS
– FOR SALE

\$3600/MONTH
BEFORE ANY
MONTHLY
MAINTENANCE



CARRIAGE CREST –
\$5100/MONTH BEFORE
MONTHLY
MAINTENANCE, WITH
\$158K DOWNPAYMENT





EXISTING HENDERSONVILLE HOMES BUILT INTO SLOPES



NEW LARGER SCALE DEVELOPMENT IN HENDERSONVILLE VIEW FROM STREET

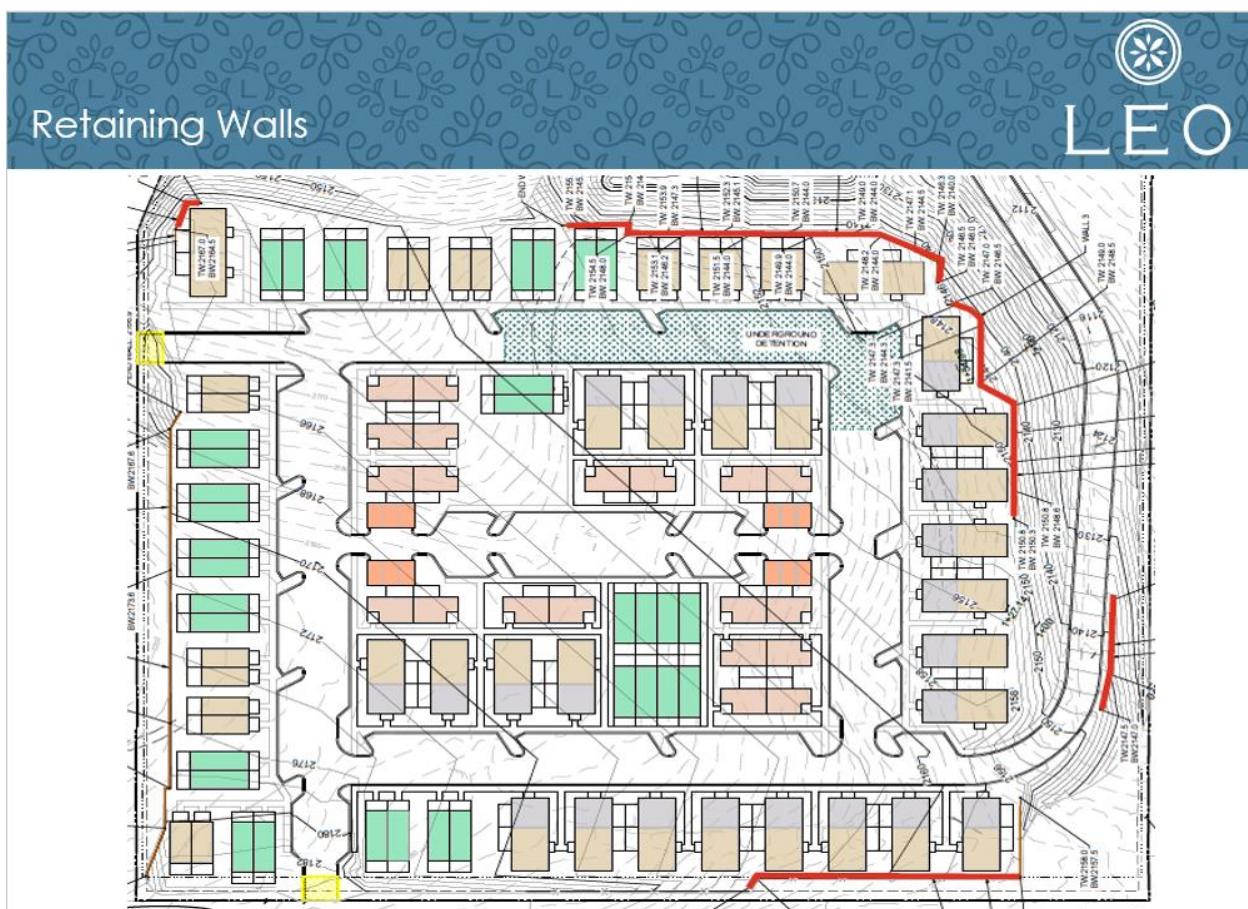




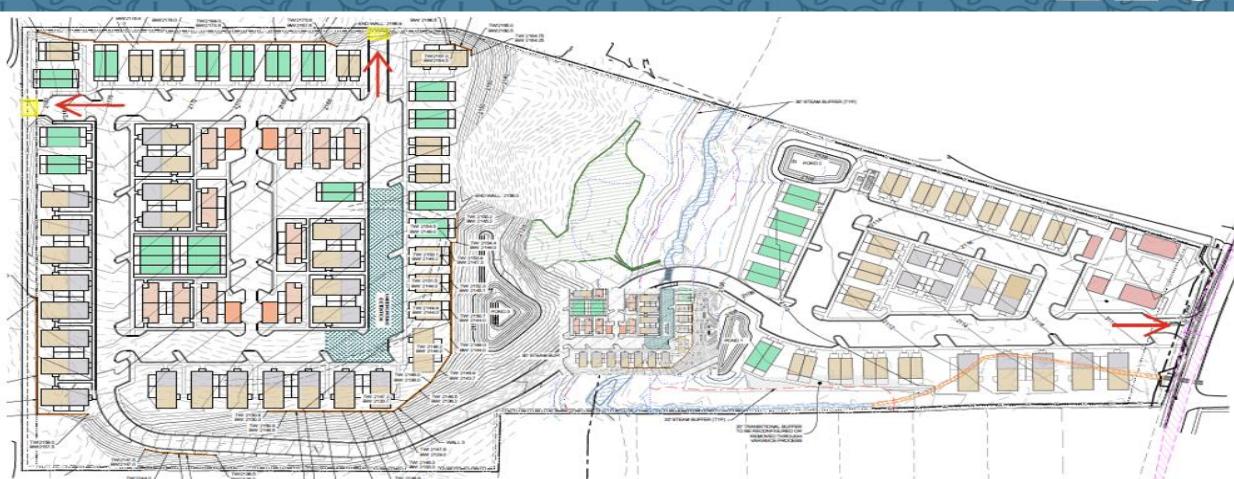
Scott Weathers of Advenir Azora Development continued with PowerPoint.



- Retaining Walls
- Traffic and Egress
- Stormwater/Flooding
- Adherence to the Future Land Plan



Traffic & Egress



Adherence to the Future Land Use Plan

The logo for LEO, featuring a stylized flower or leaf design inside a circle, with the letters "LEO" in a bold, sans-serif font below it.

Family Neighborhood Living

- The area is characterized by moderate-density residential Development. It is comprised of single-family detached homes on lots typically ranging from 1/3 acre to 1/8th Acre
- Improved open spaces in the form of pocket and neighborhood parks are interspersed, and greenway trails within are located to connect such parks as well as provide links to trails and walkways in neighboring development
- Conservation design, which includes more open space in exchange for smaller minimum lot sizes, may be a preferred approach to residential development, especially if higher gross densities can be achieved

Adherence to the Future Land Use Plan



Adherence to the Future Use Plan



Issues & Opportunities

- Community Character
- Land Use & Development
- Housing
- Open Space
- Infrastructure
- Sustainable & Resilient Future
- Aging Population

Adherence to the Future Use Plan



Goals and Objectives

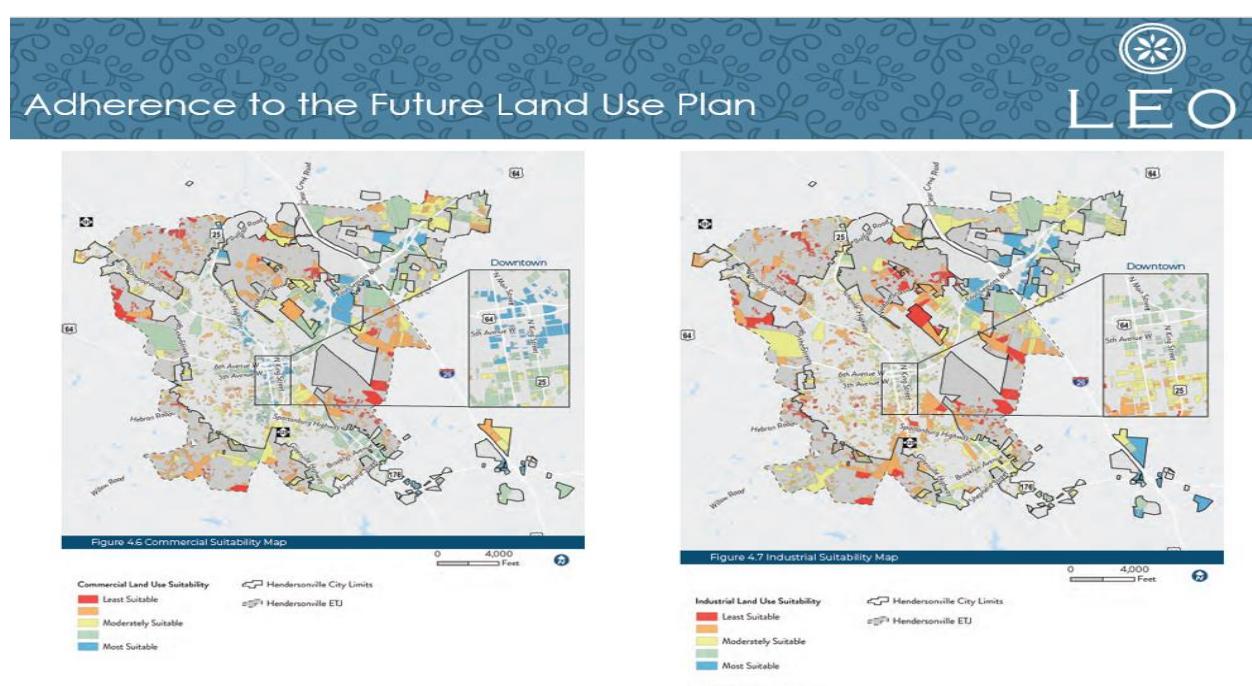
- Vibrant Neighborhoods
- Abundant Housing Choices
- Healthy and Accessible Natural Environment
- Authentic Community Character
- Safe Street & Trails
- Reliable & Accessible Utility Services
- Satisfying Work Opportunities
- Welcoming & Inclusive Community
- Accessible & Available Community Uses and Services
- Resilient Community

Adherence to the Future Land Use Plan



GEN H Plan Guiding Principles

- Compact Development
- Sense of Place
- Conserved and Integrated Open Space
- Desirable and Affordable Housing
- Connectivity
- Efficient, Accessible Infrastructure
- Mix of Uses



Chapter 4 – Vision for the Future

LEO

- Historic preservation is utilized to maintain the city's identity - Inconsistent
- Natural system capacity (floodplains for stormwater; habitats to support flora/fauna; tree canopy for air quality, stormwater management, and microclimate) is maintained – Somewhat Inconsistent
- The design allows people to connect to nearby destinations, amenities, and services - Somewhat Consistent
- Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments – Somewhat Inconsistent
- Development is compact (infill/redevelopment) to minimize the ecological footprint – Somewhat Inconsistent
- A diverse range of open space elements are incorporated into the development - Somewhat Inconsistent

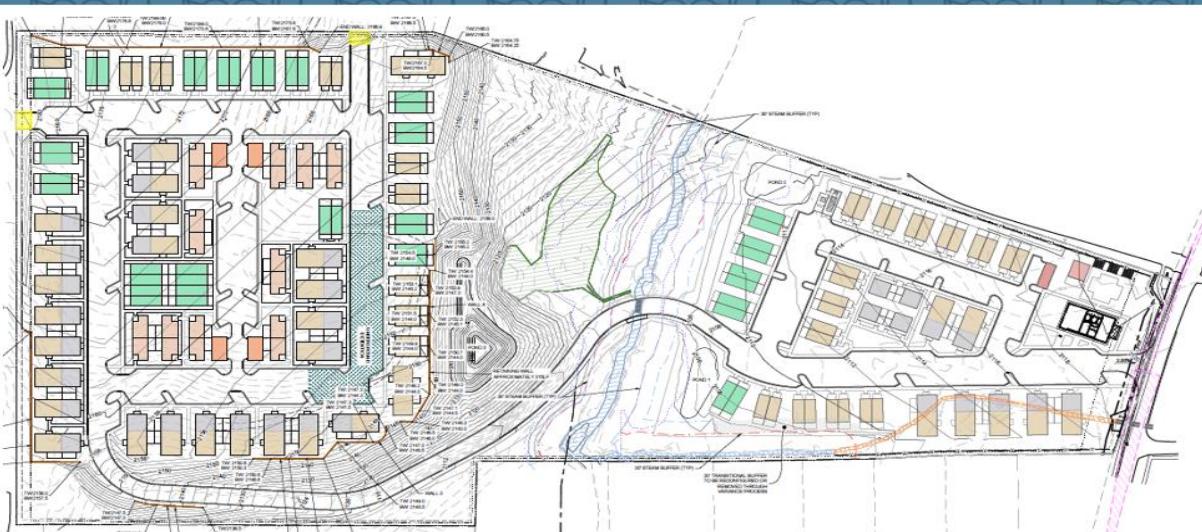
Chapter 4 – Vision for the Future



The LEO Living Experience



LEO at Hendersonville Site Plan



~Mayor Volk asked for a brief recess at 8:20 p.m. and returned to session at 8:28 p.m.~

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

The public hearing was opened at 8:30 p.m.

In Person: The following people spoke against the rezoning: Eric Vining, Sydney Mace, Jeannie Moore, Eugene Carr, Bob Carlsen, Deborah Rhineheart, Sharon Pearson, Jessica Cevallos, Richard Vickers, Jerry Smith Jr., Ken Fitch, Bryan Hodge, John Binford, Alberto Cevallos & Mary Young.

Via Zoom: Shannon Kagan spoke against the rezoning as well.

The public hearing was closed at 9:30 p.m.

Mayor Pro Tem Hensley said we embarked on a relatively lengthy comprehensive plan that took a couple of years for us to do and I really appreciate how Lew talked about how this is a future plan and there are existing neighborhoods that are more dense than this proposed neighborhood. We are trying to be smarter and better about how we develop our land here. I actually spoke with Mr. Withers about 3 or 4 years ago. You came to us about a very similar development and great concept on Upward Road which was a great location for this type of development. It was near the highway, it was near a grocery store, there was four-lane highway access. I have a teen driver right now who drives these roads every day. You are all my neighbors as well so protecting these neighborhoods and voting down something that is not compatible with this area which is why I am saying no tonight. However, I want to say something. This project is called LEO, Love Each Other of Hendersonville and so to come in here and make disparaging and disrespectful comments to my neighbors is shameful and I do not appreciate it.

Council Member Gina Baxter agreed with Mayor Pro Tem Hensley and added that something that continues to float around in my mind is the voice of Jeff Miller saying “people have the right to develop but not overdevelop” and in this case, I think we are well past the line of compatibility. This is a project that I would love to support in a location that makes sense. I think there is a real need for missing middle and for rental units and I also think that the density and the grading, we know from past experience, cannot always be predicted and we can't make that kind of decision lightly when these neighbors took their time and energy and effort for almost a year now to show up and sit here for hours to ensure that their community stays safe, I think for all of those reasons, I am right there with Jen.

Council Member Lyndsey Simpson agrees with Jen and Gina and added that I like this concept. I liked it a lot better when it was on Upward Road. I think that was a more compatible location. We have heard a lot of information and we've heard the developers and all of the public coming to speak to us but we have also been reviewing and discussing this project for a year and there's still too many concerns with the density and grading impacts and it just occurred to me that we did the TIA in September and December and depending on what weeks in September and December we did that, Hendersonville Elementary School would not have been in session so that would have affected the TIA pretty significantly so like I said, I do love the concept but do not think it's a compatible location for it.

Council Member Jennifer Hensley moved City Council deny an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject (PIN: 9569-22-9206) from R-15 to PRD-CZD, Planned Residential Development – Conditional Zoning District, based on the following:

1. ***The petition is found to be inconsistent with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:***

The petition proposes duplexes, triplexes, and quadplexes that are not consistent with the Future Land Use designation of Family/Neighborhood Living, which is intended to support lower-intensity, neighborhood-scale development. The proposal also fails to incorporate a conservation design—typically expected as a tradeoff for smaller lot sizes or increased density—because the development

requires extensive grading that significantly alters the site's natural topography. The scale of grading and overall design are not compatible with the character of adjacent developments.

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

1. *The proposed development does not provide adequate site access for emergency services and lacks interconnectivity.*
2. *The proposed development is incompatible with the surrounding developments.*
3. *The subject property is not conducive to the intensity of proposed grading, which will significantly alter the natural environment of the site, and could negatively impact some of the neighboring properties.*

A unanimous vote of the Council followed. Motion carried.

8. NEW BUSINESS

A. Ratification of Property Purchase from Housing Assistance Corporation – John Connet, City Manager

City Manager John Connet explained that the City of Hendersonville recently purchased the parcel directly adjacent to this parcel for our first affordable housing project. The purchase of this small tract from HAC will provide the City with frontage on W. Allen and S. Oak Street. The tax value for the project is \$2,800.

City Council Member Lyndsey Simpson moved that the City Council ratify the purchase of the property located at the intersection of W. Allen Street and S. Oak identified as PIN 9568563497 from Housing Assistance Corporation for the amount of \$3,000. A unanimous vote of the Council followed. Motion carried.

Resolution #R-26-04

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL APPROVING THE PURCHASE OF REAL PROPERTY

WHEREAS, the City of Hendersonville received a grant from Dogwood Trust to fund affordable housing initiatives as contained in the grant agreement dated November 29, 2021, as amended by that document on January 15, 2025 (“Grant Agreement”); and

WHEREAS, certain property became available for sale by the Housing Assistance Corporation, consisting of a 6854 SQ. FT. strip of land being more particularly described as follows:

BEING all of that lot identified as “Tract for Recombination 6854 SQ. FT.”, on that plat recorded in Plat Book 2019 at Page 11847 of the Henderson County Registry, reference to which is hereby made for a more particular description, hereinafter “Subject Property”); and

WHEREAS, the City of Hendersonville wishes to purchase the Subject Property with grant funds for the purpose of combining it with that property previously purchased by the City of Hendersonville for affordable housing, located on Spring Street;

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

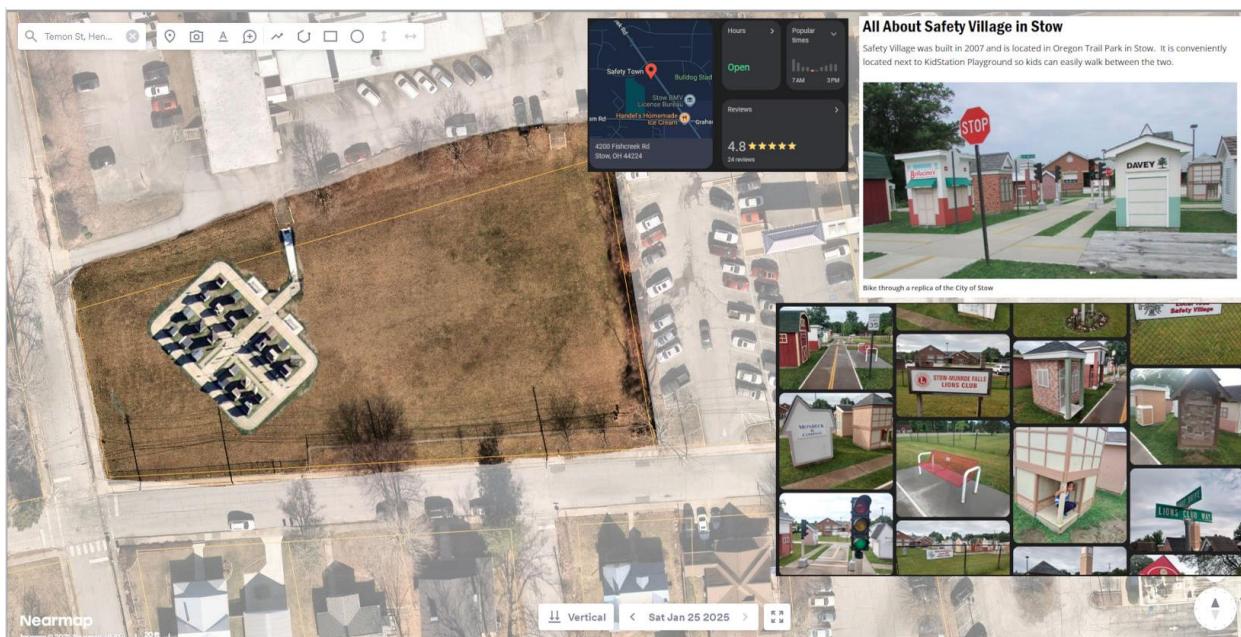
2. The City Manager is authorized to act on behalf of the City of Hendersonville to purchase the Subject Property for the amount of \$3,000, and to pay closing costs for such purchase in accordance with the **CONTRACT FOR PURCHASE AND SALE OF REAL PROPERTY**, attached hereto as Exhibit A, and incorporated herein by reference.
3. The City Manager, City Attorney, City Finance Director and City Staff are authorized to take such other actions as may be necessary to carry out the purchase, including but not limited to closing on the purchase and payment of all closing costs, attorneys fees, and other expenses required to be paid as part of the purchase.
4. All actions of the City Manager, City Attorney, City Finance Director and City Staff already taken in furtherance of this property purchase are hereby ratified and approved.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 7th day of January, 2026.

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

B. Request to approve Safety City Concept for Rosa Edwards Park – Jennifer Hensley, Mayor Pro Tem

Mayor Pro Tem Hensley is leading a countywide effort to construct a Safety City/Town facility in the City of Hendersonville. The staff is proposing to design and construct the facility at Rosa Edwards Park on 3rd Avenue. We will review the concept with City Council and request permission to continue the development of the site. She added that with the opening of the Ecusta Trail and we're always hearing about safety and connections and crossing streets and she remembered a program she did when she was in Kindergarten called Safety City that is still going on today and there are learning life skills about stranger danger, fire safety, police safety, how to navigate roadways and how to cycle safely and we would like to follow a similar model here. As far as the location is concerned, it is not set in stone, but it is an underutilized park, and we are just suggesting paving a section of it and add more trees and greenery.



Consensus of Council was to allow staff to develop this and come back with a plan and perhaps have a community meeting at the library or something similar.

9. BOARDS & COMMITTEES

A. Appointment of Bicycle Steering Committee – Blake Fulgham, Management Analyst II

Assistant City Manager Brent Detwiler explained that the City of Hendersonville staff, in conjunction with McAdams (planning consultant), have finalized the scope of the grant-funded 2026 Bicycle Plan. An integral part of the development of the plan will be the participation of a Steering Committee. This committee will be made up of area stakeholders who will provide feedback, assist in engagement efforts, review draft plans, and help shape the final product. City Staff have used NCDOT's guidance for the make-up of the committee (presented at the December City Council meeting) and put together a balanced and well-rounded list of individuals that could potentially serve as Steering Committee members. Staff are requesting City Council's feedback on this list of potential members and ultimately appoint the members to the Steering Committee. Going forward, with City Council's blessing, Staff will invite the appointees to serve on the Bicycle Plan Steering Committee. We do not anticipate 100% participation from the list. The current list consists of 28 names. A manageable number of committee members would be around 20+/. As you can see, staff do not have names for some of the recommended categories. City Council is welcome to fill those gaps as needed. Staff have also developed alternates for some of the key positions, particularly for bicycle advocacy groups and small business owners, if needed.

Potential Members of a Bicycle and/or Pedestrian Plan Steering Committee

2026 Bicycle Plan Steering Committee	Name	Organization
City Council Members	Jennifer Hensley	City of Hendersonville
City Council Members	Gina Baxter	City of Hendersonville
Planning Board Representative	Mark Russell	City of Hendersonville
Planning staff	Matthew Manley	City of Hendersonville
Police representative	Kenny Hipps	City of Hendersonville
Assistant City Manager	Brent Detwiler	City of Hendersonville
Admin representative	Blake Fulgham	City of Hendersonville
Medical facility or health representative	Milton Butterworth	Pardee
Medical facility or health representative	Stacy Nash	HC Community Health Direct.
Aging Adult or representative of aging adults	Anita Harrison	AARP Volunteer
Chamber or Major Employer	Bob Williford	Chamber
Downtown Business Owners	Oliver Wall	Mast General
School system representative	Pete Barnet	Safety Director for School District
Major community representative	Jeff Miller	Former City Council
Community physical activity-centered organizations	?	
Minority/Mixed Demographic Leader	Roxanne Pepper	
Hispanic Population Representative	?	
Knowledgeable bicycle advocate	Chris Dannals	Bike.Walk.HVL
Knowledgeable bicycle advocate	Dawn Barr or Joe Sanders	BRBC
Local Bike Shop	Kent Webb or Jordan Barrbitta	Epic Cycle Shop
Trail-Oriented Business	Bart Salvagio or Stephen Bradshaw	Lennox Station / Venture Ecusta
NCDOT Division Planning Engineer	Steve Williams	Div 14
MPO/RPO representative	Sandy Broadwill	FBRMPO
Safe Routes to School	Ada McGovern	FBRMPO
Trail Advocates	Suzanne Hale	Friends of the Oklawaha
Trail Advocates	Laura Rice	Friends of the Ecusta Trail, Executive Director
Youth Advocate	Savana Kawell	Black Bear Coffee
Faith-based organizations and churches	Eric Gash	Speak Life Church
Persons with disabilities	?	
Neighborhood Rep	Dillion Paulus	Local Bike Commuter / West Side Resident
Utility Company	?	Duke Energy (Adam Arrowood), AT&T
Unhoused Population	Alivea Turner	Love & Respect

Council Member Gina Baxter moved that City Council approve the list of potential Bicycle Plan Steering Committee members. A unanimous vote of the Council followed. Motion carried.

10. CITY MANAGER REPORT

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

City Manager John Connet presented his contingency report for Council's review, and he revealed his "Mayor's Memory." On January 7, 1993, the council meeting was held at Tom's Park Activity Center, and I feel like this was a significant meeting, Mayor Michaellove talked with the Board of Elections and asked if they could hold the non-partisan election on March 2, 1993, which would be the first in the history of Hendersonville. He requested that Council pass a resolution to have an election on that date. Final motion by Commissioner Volk, it was unanimously approved to have a non-partisan City Council election on March 2, 1993 and a resolution was unanimously approved to have staggered terms for the first time. That same night a motion was approved to appoint Commissioner Volk to the Downtown Hendersonville Board with Police Chief Parks.

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 with 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	REVISED BUDGET	DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE					
010-1400-524020	R&M Equipment	46,800	-	5,680	41,120	Fire Boat	yes	Adjustment	12/9/2025
010-1400-534000	Non-Capital Equipment	65,260	-	9,000	56,260	Fire Boat	yes	Adjustment	12/9/2025
010-1400-554001	Capital Outlay- Equipment Other Than	50,000	14,680	-	64,680	Fire Boat	yes	Adjustment	12/9/2025
010-1525-531600	Leases/Subscriptions	23,000	-	1,450	21,550	Mower Lease	yes	Adjustment	12/11/2025
010-1525-534000	Non-Capital Equipment	15,966	1,450	-	17,416	Mower Lease	yes	Adjustment	12/11/2025
010-1010-534000	Non-Capital Equipment	127,730	-	4,400	123,330	Council Tech	yes	Adjustment	12/15/2025
010-1002-534000	Non-Capital Equipment	-	4,400	-	4,400	Council Tech	yes	Adjustment	12/15/2025
010-1010-534000	Non-Capital Equipment	123,330	-	19,040	110,290	Verizon Connect	yes	Adjustment	12/15/2025
010-1521-519200	Contract Services	29,500	13,040	-	42,540	Verizon Connect	yes	Adjustment	12/15/2025
020-2102-521001	Supplies & Materials	31,000	-	325	30,675	Verizon Connect	yes	Adjustment	12/15/2025
020-1521-519200	Contract Services	362	325	-	687	Verizon Connect	yes	Adjustment	12/15/2025
060-0000-534999	Contingencies	72,536	-	9,665	62,871	Verizon Connect	yes	Adjustment	12/15/2025
060-1521-519200	Contract Services	10,900	9,665	-	20,565	Verizon Connect	yes	Adjustment	12/15/2025
067-7555-521040	Construction & Repair Supplies	30,000	-	943	29,057	Verizon Connect	yes	Adjustment	12/15/2025
067-1521-519200	Contract Services	365	943	-	1,308	Verizon Connect	yes	Adjustment	12/15/2025
068-7855-519200	Contract Services	60,000	-	1,320	58,680	Verizon Connect	yes	Adjustment	12/15/2025
068-1521-519200	Contract Services	2,174	1,320	-	3,494	Verizon Connect	yes	Adjustment	12/15/2025

11. CITY COUNCIL COMMENTS

There were no comments.

12. CLOSED SESSION

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

13. ADJOURN

City Council went into closed session at 9:58p.m.

There being no further business, the meeting adjourned at 10:06 p.m. upon unanimous assent of the Council. No further action was taken.

Barbara G. Volk, Mayor

ATTEST:

Jill Murray, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Caitlyn Gendusa, Sustainability Manager **MEETING DATE:** 02/05/2026

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Public Works

TITLE OF ITEM: Approval to Apply for the Urban and Community Forestry Financial Assistance Program

SUGGESTED MOTION(S):

I move City Council approve city staff's plan to apply for the Urban and Community Forestry Financial Assistance Program.

SUMMARY:

The goal of the North Carolina Urban and Community Forestry (U&CF) Program is to help municipalities reach a level of sustainable U&CF management that matches their goals and capacity. Hendersonville would be applying for two separate applications, one for a tree canopy cover analysis and another for a tree inventory and urban forestry master plan. The City of Hendersonville plans to utilize this funding opportunity to meet existing City Council priorities such as an urban forestry master plan referenced in the 2045 Comprehensive Plan.

BUDGET IMPACT: None, there is no match required.

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

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

ATTACHMENTS:

N/A



This assistance package is designed to help municipalities that have achieved Tree City USA standards complete practices and activities to meet the standards to achieve the N.C. Forest Service Urban and Community Forestry (NCFS U&CF) Managing Community designation.

- Eligible organizations
 - Municipalities and tribal governments that meet all standards for Tree City USA recognition
- Application period
 - The application period opens Jan. 1, 2026, and closes March 1, 2026.
- Eligible project practices/activities/deliverables -- Engage a qualified professional(s) to guide you and complete the following practices and activities. Guidance for identifying and securing urban forestry professionals can be found on our [Urban Forestry Professionals webpage](#), and minimum qualifications for professionals can be found on our [Financial Assistance Program webpage](#).
 - Outreach -- An outreach program plan and product(s) and/or event(s) that engage, educate and inform the public about the project are required.
 - You may apply to complete up to two of the following practices.
 - Sample tree inventory
 - Partial tree inventory – risk trees
 - Canopy cover assessment
 - Conservation development ordinance
 - Must have a canopy cover assessment that was completed within the last four years
 - Practice plan -- Trees & Storms readiness plan
 - Practice plan – tree risk mitigation
 - Management plan
 - Must have a tree inventory or canopy cover assessment that was completed within the last four years
 - Plan must include analysis and outcomes as detailed in the NCFS U&CF management plan template
 - Final report -- A professionally published two-to-eight-page infographic-style report summarizing and illustrating the project need, goal, objectives and accomplishments is required.
- Funding program options and requirements
 - A grant will be funded by one of the three funding programs. You will need to select one. Contact NCFS U&CF program staff for guidance, if needed.
 - Consolidated Program Grant (CPG)
 - No eligibility restrictions for municipalities or tribal governments.



- Cost share %
 - Reimbursement of 75% of eligible purchased goods and services.
- Indirect administration – 15% de minimis/total purchased goods and services.
- \$50,000 in assistance is available for award of all CPG funded RFAs.
- Hurricane Helene Recovery (HHR)
 - Tribal government or a municipality located in Alleghany, Ashe, Avery, Buncombe, Caldwell, Henderson, Madison, Mitchell, Polk, Rutherford, Transylvania or Yancey counties.
 - Cost share %
 - Reimbursement of 100% of eligible purchased goods and services.
 - Indirect administration – 15% de minimis/total purchased goods and services.
 - \$2.2 million in assistance is available for award of all HHR funded RFAs.
- Inflation Reduction Act (IRA)
 - 100% of the Tribal government or municipality's incorporated lands fall within the boundaries of [NCFS U&CF Financial Assistance Program Inflation Reduction Act project areas](#).
 - Cost share %
 - Reimbursement of 100% of eligible purchased goods and services.
 - Indirect administration – 20% de minimis/total purchased goods and services
 - \$5.6 million of assistance is available for award of all IRA funded RFAs.
- Award, grant contracts and schedules
 - Award -- See [NCFS U&CF Financial Assistance webpage](#) for awarding information.
 - The project term and grant contract term will be one year.
 - Applicants should plan for a project start date of July 1, 2026.
 - Conditional award notices will be issued by March 31, 2026. Final awardees will enter a grant contract with the N.C. Forest Service.
 - Working with the NCFS U&CF program, conditional awardees must complete the work necessary to execute the grant contract by May 31, 2026.
 - The awardee will complete the work, pay for the agreed goods and services, and submit a reimbursement request to the NCFS U&CF program for approval and payment.
 - Reporting
 - Reporting instructions and documents can be found on the [NCFS U&CF Resources and Specifications](#) webpage under the financial assistance section.



- Awardees will be required to maintain and submit documentation proving project expenses, provide interim progress reports, deliverable accomplishments and a final report in accordance with respective federal ([Code of Federal Regulations](#)), state, and NCFS policies and procedures.

➤ Application

- The application is an online electronic application.
- A copy of the application for planning purposes is available on the [U&CF Resources and Specifications webpage](#) under the financial assistance section.
- Prepare your application responses and required documents before opening the online application for completion. The application must be completed and submitted in one online session.
- The following information will be required to complete your application.
 - The funding program selection.
 - A single proposal/quote for services from a consultant(s) to guide the municipality and complete the project practices/activities/deliverables.
 - Quotes from providers for goods or services not provided by the consultant(s) for notation in your budget form.
 - A list of your project team members' names, titles and project roles.
 - Needs and opportunities narrative statement.
 - Project deliverables schedule by project quarter.
 - List of the practices/activities/deliverables that will be completed in the project quarter.
 - Narrative describing the work that will be accomplished.
 - Project cost and completed RFA Budget Form – Cost Share
 - Name of the NCFS county ranger who you have contacted and informed of your intent to submit this application.
- Click the link below to begin when you are ready to apply.

Apply for Climb to Managing Community USA package by clicking here



This assistance package is designed to help municipalities that have achieved Tree City USA standards meet tree maintenance, i.e., pruning and removal, and planting needs. This package includes assistance to complete a tree inventory to identify tree maintenance needs and planting sites, develop work plans and complete the tree maintenance and planting.

- **Eligible organizations**
 - Municipalities and tribal governments that meet the standards for Tree City USA recognition
- **Application period**
 - The application period opens Jan. 1, 2026, and closes March 1, 2026.
- **Eligible project practices/activities/deliverables** -- Engage a qualified professional(s) to guide you and complete the following practices and activities. Guidance for identifying and securing urban forestry professionals can be found on our [Urban Forestry Professionals webpage](#), and minimum qualifications for professionals can be found on our [Financial Assistance Program webpage](#). Specifications and guidance documents can be found on our [U&CF Resources and Specifications webpage](#) under the urban forestry section.
 - Outreach – An outreach program plan and product(s) and/or event(s) that engage, educate and inform the public about the project are required.
 - Tree maintenance – Complete the tree pruning and removal work.
 - Tree inventory -- An inventory of trees to identify maintenance needs completed by an urban forestry professional is required.
 - Tree inventory tools – eligible.
 - The N.C. Forest Service Urban and Community Forestry (NCFS U&CF) tree inventory specification or approved equivalent is required.
 - Practice plan – a plan that details how the tree maintenance work will be completed based on the inventory results and the budget are required.
 - Use of the NCFS U&CF tree pruning and removal specification or approved equivalent is required.
 - A tree maintenance inspection and report completed by a qualified urban forestry professional is required.
 - If tree removal work is completed, replacement trees must be planted.
 - Tree planting – Complete tree planting work.
 - Use of the NCFS U&CF tree supply and planting specification or approved equivalent is required.
 - Tree species to be planted must be on the NCFS urban tree list.
 - A two-year warranty on tree plantings is required.
 - Practice plan – a plan detailing the location, tree species to be planted and post-planting care are required. Tree planting site and tree species selection



must meet tree planting best management practices as defined by the [NCFS U&CF Urban Forestation and Tree Planting webpage](#), specifications and guidance documents.

- Tree delivery supply, and planting inspections and reports completed by a qualified urban forestry professional are required.
- Supervision of the tree maintenance and/or tree planting work by an urban forestry professional is required.
- Final report - A professionally published two-to-eight-page infographic-style report summarizing and illustrating the project need, goal, objectives and accomplishments is required.
- Funding program options and requirements
 - A grant will be funded by one of the three funding programs. You will need to select one. Contact NCFS U&CF program staff for guidance, if needed.
 - Hurricane Helene Recovery (HHR)
 - Tribal government or a municipality located in Alleghany, Ashe, Avery, Buncombe, Caldwell, Henderson, Madison, Mitchell, Polk, Rutherford, Transylvania or Yancey counties.
 - Cost share %
 - Reimbursement of 100% of eligible purchased goods and services.
 - Indirect administration – 15% de minimis/total purchased goods and services.
 - \$2.2 million in assistance is available for award of all HHR funded RFAs.
 - Inflation Reduction Act (IRA)
 - 100% of the Tribal government or municipality's incorporated lands fall within the boundaries of [NCFS U&CF Financial Assistance Program Inflation Reduction Act project areas](#).
 - Cost share %
 - Reimbursement of 100% of eligible purchased goods and services.
 - Indirect administration – 20% de minimis/total purchased goods and services.
 - \$5.6 million of assistance is available for award of all IRA funded RFAs.
- Award, grant contracts and schedules
 - Project/grant contract duration -- up to 2 years.
 - Award – See our [Financial Assistance Program webpage](#) for awarding information.
 - Applicants should plan for a project start date of July 1, 2026.
 - Conditional award notices will be issued by March 31, 2026. Final awardees will enter a grant contract with the N.C. Forest Service.
 - Working with the NCFS U&CF program, conditional awardees must complete all work necessary to execute the grant contract by May 31, 2026.



- The awardee will complete the work, pay for the agreed goods and services and submit a reimbursement request to the NCFS U&CF program for approval and payment.
- Reporting
 - Reporting instructions and documents can be found at [NCFS U&CF Resources and Specifications webpage](#) under the financial assistance section.
 - Awardees will be required to maintain and submit documentation proving project expenses, provide interim progress reports, deliverable accomplishment and a final report in accordance with respective federal ([Code of Federal Regulations](#)), state and N.C. Forest Service policies and procedures. Reporting instructions and documents can be found on our [U&CF Resources and Specifications webpage](#) under the financial assistance section.

➤ **Application**

- The application is an online electronic application.
- A copy of the application for planning purposes is available on the [U&CF Resources and Specifications webpage](#) under the financial assistance section.
- Prepare your application responses and required documents before opening the online application for completion. The application must be completed and submitted in one online session.
- The following information will be required to complete your application.
 - The funding program selection.
 - A single proposal/quote for services from a consultant(s) to guide the municipality, and complete the project practices/activities/deliverables.
 - Quotes from providers for goods or services not provided by the consultant(s) for notation in your budget form.
 - A list of your project team members' names, titles and project roles.
 - Needs and opportunities narrative statement.
 - Project deliverables schedule by project quarter.
 - List of the practices/activities/deliverables that will be completed in the project quarter.
 - Narrative describing the work that will be accomplished.
 - Project cost and completed RFA Budget Form – Cost Share.
 - Name of the NCFS county ranger who you have contacted and informed of your intent to submit this application.
- Click the link below to begin when you are ready to apply.

Apply for Tree Maintenance and Planting Project by clicking here



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell

MEETING DATE: February 5,2026

AGENDA SECTION: CONSENT

DEPARTMENT: Human Resources

TITLE OF ITEM: Reclassify the Police Administrative Assistant III – Program Manager to Police Accreditation Coordinator, *Jennifer Harrell, HR Director*

SUGGESTED MOTION(S):

I move City Council adopt the Police Accreditation Coordinator position as presented.

SUMMARY:

The City hired a Human Resources Consultant to study Administrative Assistant classifications across all departments. After thorough review, it was determined all but one of the positions should remain classified as is. The Consultant recommended the Police Administrative Assistant III- Program Manager be reclassified to a Police Accreditation Coordinator. An analysis of the position determined that the scope, complexity, level of responsibility, and required knowledge, skills, and abilities have increased beyond those originally assigned to the position.

Staff propose the position move from Police Administrative Assistant III- Program Manager in grade 14 to Police Accreditation Coordinator in grade 16.

Budget Impact? \$3,579

Is this expenditure approved in the current fiscal Year budget?

If no, describe how it will be funded.

ATTACHMENTS: Police Accreditation Coordinator job description

City of Hendersonville, NC



Section 5, Item C.

JOB DESCRIPTION

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

Police Accreditation Coordinator

Department: Police

Pay Grade: 16

FLSA Status: Non-Exempt

JOB SUMMARY

Responsible for performing a variety of specialized accreditation and program support work for the police department. Ensures the agency operates in compliance with the recognized standards of CALEA, NCLEA, and the NCLM to ensure public trust. Ensures the department utilizes current software and implements necessary improvements. Serves as a resource for department members regarding accreditation and policy. Performs System Administrator duties for several software programs. The employee normally performs the job by following established standard operating procedures and/or policies. There is a choice of the appropriate procedure or policy and some judgement exercised.

ESSENTIAL JOB FUNCTIONS

- Ensures compliance with three accrediting bodies. (CALEA, NCLEA, and NCLM Risk Management).
- Assists program developers with new programming; assists with technical issues with hardware and software.
- Functions as liaison with city Information Technology Department and vendor to ensure that all updates do not interrupt services to mandatory programs.
- Identifies gaps and deficiencies with standards and assists with a plan to correct them.
- Conducts internal audits to prepare for yearly web assessments and prepare for on-site assessments.
- Ensures all reporting that is needed for each accrediting body is completed on schedule for compliance.
- Coordinates timelines for on-site assessments and policy review.
- Creates and uploads proofs for each standard each year for each accreditation body.
- Designs, launches, and oversees new programs for the agency, as requested by leadership.
- Collects and analyzes data for program improvement and creates training for new programs and new features.

- Assists with statistical reports in multiple programs.
- Suggests updates to policies and procedures when necessary.
- Programs Mobile Data Terminals for police vehicles and maintains them as needed, manage PowerDMS, upload documents, create courses, create tests, start workflows for policy update and change, assign policy updates for signature.
- System Administrator for following software systems: Essential Personnel, RMS software, CAD, CMDIS, Quartermaster, Command Center, Absolute/Netmotion, CJLEADS, NCID, PowerFTO, and VC-3.
- Performs other related job duties as assigned.

QUALIFICATIONS

Education and Experience:

Highschool diploma; and five (5) years of experience with exposure to record keeping and police standards; or an equivalent combination of education and experience.

Special Qualifications:

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

Knowledge, Skills, and Abilities:

- Knowledge of the forms, terminology, methods, and procedures used in a municipal police department.
- Knowledge of North Carolina State laws and City ordinances relating to the procedures, apprehension, and confinement of law violations.
- Ability to work with and maintain confidentiality of law enforcement information.
- Knowledge of business arithmetic and English grammar and sentence structure.
- Knowledge of computers and various software applications, including word processing and spreadsheet applications.
- Advanced level computer skills to include programming from a blank slate.
- Ability to install and update computer programs.
- Troubleshooting skills with multiple computer types and mobile devices.
- Intermediate computer hardware skills to include changing out basic parts on laptops, such as hard drives.
- Advanced knowledge of required computer systems, such as PowerDMS, Southern Software, and Essential Personnel Software.
- Advanced knowledge of business English and spelling.
- Ability to make intermediate arithmetical calculations.
- Ability to read and understand detailed and complicated policies, procedures and materials that contain specialized words and phrases.
- Ability to communicate effectively in person and by telephone.
- Ability to be tactful and courteous and maintain confidentiality.

- Ability to establish and maintain effective working relationships with other employees and other agencies.
- Ability to work independently without close supervision.
- Ability to maintain complex records and prepare reports.
- Ability to research, gather, analyze, and organize information in a variety of formats.

PHYSICAL DEMANDS

Work in this class is defined as sedentary work requiring the exertion of up to 10 pounds of force occasionally and/or up to a negligible amount of force frequently or constantly to move objects. Physical requirements require occasional climbing, stooping, kneeling, crawling, crouching, reaching, standing, walking, balancing, pushing, pulling, lifting, fingering, grasping, handling and repetitive motions. Work requires dexterity in the hands for typing and operation of standard office equipment and visual acuity is necessary to read handwritten and typewritten materials and to operate a computer terminal. Vocal communication is required to express or exchange ideas. Hearing is required to perceive information at normal spoken word levels and listen to equipment. Visual acuity is required for depth perception, preparing and analyzing written or computer data, visual inspection of products, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities.

WORK ENVIRONMENT

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

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan, City Engineer **MEETING DATE:** 2/5/2026
AGENDA SECTION: CONSENT **DEPARTMENT:** Engineering
TITLE OF ITEM: NCDOT Participation Agreement for Clear Creek Greenway – *Brendan Shanahan, City Engineer*

SUGGESTED MOTION(S)

I move that the City Council approve the City of Hendersonville entering into an agreement with NCDOT for letting and construction of the Clear Creek Greenway.

SUMMARY:

The NCDOT is partnering with the City to fund the Clear Creek Greenway. The attached agreement is the 2nd agreement between the two parties, the first having been executed in 2021. The project is moving toward advertisement in the Spring. The attached agreement is necessary for the participation of NCDOT throughout the advertisement and construction phase. It also recognizes an increase of grant funds being made available for the project. The Council is asked to approve the City entering into an agreement with NCDOT for letting and construction.

BUDGET IMPACT: \$3,300,000

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

If no, describe how it will be funded.

ATTACHMENTS:

Proposed Agreement

Section 5, Item D.

ACCOUNTS RECEIVABLE
TIP AGREEMENT – PROJECT COST PARTICIPATION
1000027835

AGREEMENT OVERVIEW

NORTH CAROLINA
HENDERSON COUNTY

DATE: 12/29/2025

PARTIES TO THE AGREEMENT:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

AND

CITY OF HENDERSONVILLE

PROJECT NUMBERS:

TIP #: BL-0008

WBS ELEMENTS: CON 49463.3.1

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 construction of the Oklawaha Greenway at SR 1508 (Balfour Road) to SR 1518 (Lakewood Road).

ESTIMATED COST OF THE PROJECT: \$ 3,300,000
ESTIMATED COSTS TO OTHER PARTY: \$ 660,000 (20%)
ESTIMATED COSTS TO DEPARTMENT: \$ 2,640,000.00 (80%)

RESPONSIBILITY FOR COSTS THAT EXCEED FUNDING:

The City of Hendersonville is responsible for all costs that exceed total estimated cost.

PAYMENT TERMS: The City of Hendersonville will submit payment upon execution of agreement.

MAINTENANCE: City of Hendersonville

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

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

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

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

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

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

WHEREAS, the Department and the **Municipality** on July 19, 2021, entered into a certain Project Agreement for preliminary engineering work associated with TIP BL-0008, agreement number 9903, programmed under Project WBS: 49463.1.1; and,

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

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all the following phases of project delivery, ~~to include planning, design, right of way acquisition, utility relocation letting, and construction, and maintenance as shown in the PROJECT DELIVERY REQUIREMENTS Provision.~~

B. MUNICIPALITY

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

III. PROJECT DELIVERY REQUIREMENTS

A. PLANNING, DESIGN, AND CONSTRUCTION

- i. ~~The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.~~ EDIT
- ii. The **Department** will be responsible for preparing the plans and specifications and letting the Project to construction.
- iii. The **Department** shall construct the Project in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract

TIP AGREEMENT – PROJECT COST PARTICIPATION

1000027835

for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will not be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS**Responsibilities**

It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, a separate Utility Agreement will be prepared at the appropriate time.

D. MAINTENANCE

Upon completion of the Project:

- i. The **Municipality** shall be responsible for maintaining the greenway.
- ii. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highway," and department criteria, that are within the Department's right of way.
- iii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING**A. PROJECT COSTS AND FUNDING**

The **Municipality** has agreed to participate in Project costs as follows:

- i. The estimated cost of the Project is \$3,300,000. Both **Parties** understand that this is an estimated cost and is subject to change.

ACCOUNTS RECEIV
TIP AGREEMENT – PROJECT COST PARTICIPATION
1000027835

Section 5, Item D.

- ii. The **Municipality** shall participate in 20% of Project Costs. The **Department** will participate in 80% of Project Costs. The **Municipality** is responsible for all costs that exceed the estimated costs.
- iii. The **Department** may consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **Municipality** is offered as a courtesy to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Municipality** of cost increases does not affect the payment terms of the agreement.

B. PAYMENT BY THE MUNICIPALITY

- i. Based on the estimated cost of \$3,300,000 the **Municipality** shall submit payment for \$660,000 to the **Department's** Fiscal Section upon full execution of this Agreement in accordance with the attached "Remittance Guidance".
- ii. If costs for the current phase of work exceed the available funding, then the **Department** will notify the **Municipality** of any additional down payment needed.
- iii. Upon completion of the Project, if actual costs of the Additional Work exceeds the amount of the down payment, the **Municipality** shall reimburse the **Department** any underpayment within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23. If the actual cost of the work is less than \$3,300,000, the **Department** will reimburse the **Municipality** any overpayment.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

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

B. ASSIGNMENT OF RESPONSIBILITIES

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

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

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

D. OTHER AGREEMENTS

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

E. TITLE VI

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

F. AUTHORIZATION TO EXECUTE

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

G. DEBARMENT POLICY

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

H. INDEMNIFICATION

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.

I. AVAILABILITY OF FUNDS

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

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. 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.
- ii. 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(ies)** so signing as a paper copy bearing a 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.

K. GIFT BAN

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

ACCOUNTS RECEIV
TIP AGREEMENT – PROJECT COST PARTICIPATION
1000027835

Section 5, Item D.

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)

CITY OF HENDERSONVILLE

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:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address:

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

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

ACCOUNTS RECEIV
TIP AGREEMENT – PROJECT COST PARTICIPATION
1000027835

Section 5, Item D.

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)

CITY OF HENDERSONVILLE

Attest:

Authorized Signer: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

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

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address:

Print Name: _____

Title: _____

Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER:	Tammy Heide	MEETING DATE: 02/05/2026
AGENDA SECTION:	CONSENT	DEPARTMENT: Finance
TITLE OF ITEM, Presenter Name, Title:	Monthly Property Tax Collector's Report - <i>Tammy Heide, Deputy Tax Collector</i>	
<u>SUGGESTED MOTION(S):</u> I move that City Council approve the Monthly Tax Collector Report		

SUMMARY:

Monthly Property Tax Collector Report

Pursuant to N.C.G.S. § 105-350(7), it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Attached is the month-end report for collections, refunds, and releases (current and prior years), provided by the Henderson County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes

BUDGET IMPACT: \$ 0.00

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

If no, describe how it will be funded.

PROJECT NUMBER: N/A

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

- i. Monthly Tax Collector's Report- December



CITY OF HENDERSONVILLE TAX COLLECTOR'S REPORT

TO: City of Hendersonville Board of Commissioners

FROM: Tammy Heide, Deputy Tax Collector

DATE: Thursday, February 5, 2026

SUBJECT: December 2025 Tax Collector Report

According to NCGS 105-350(7) it is the duty of the tax collector to submit to the governing body at each of its regular meetings a report of the amount collected on each year's taxes with which is charged, the amount remaining uncollected, and the steps taken to encourage or enforce payment of uncollected taxes.

Below is the month end report for collections (current and prior years), amounts are provided by the Henderson County Tax Collector. The tax department is using all collection remedies as provided by general statute to collect delinquent taxes including but not limited to garnishments, attachments, and NC Debt Setoff.

This summary does not include Late List Penalties and Interest. Late List Penalties collected are transferred to the Henderson County School System per NCGS 115C-437.

REAL AND PERSONAL PROPERTY TAXES MONTHLY COLLECTIONS

CURRENT YEAR

	CITY	DOWNTOWN	7TH AVENUE
BILLED	\$16,706,936.03	\$301,549.89	\$49,620.16
COLLECTED YEAR TO DATE	\$14,019,118.54	\$246,296.17	\$38,846.37
ADJUSTMENTS AND RELEASES YEAR TO DATE	\$39,500.22	\$1,489.16	\$1,422.64
OUTSTANDING REAL AND PERSONAL PROPERTY TAX	\$2,727,317.71	\$56,742.88	\$12,196.43
 CURRENT YEAR TAX COLLECTION PERCENTAGE	 83.71%	 81.28%	 76.11%

PRIOR YEARS

BEGINNING OUTSTANDING BALANCE	\$154,517.11	\$9,216.15	\$2,323.10
MONTHLY COLLECTION	\$33,379.16	\$21.38	\$0.00
MONTHLY ADJUSTMENTS AND RELEASES	-\$1,131.42	\$0.00	\$0.00
OUTSTANDING REAL AND PERSONAL PROPERTY TAX	\$120,006.53	\$9,194.77	\$2,323.10

Per NCGS 105-381(b) the Tax Collector is reporting tax releases/refunds within the current period of:

Total Property Tax Released due to taxable value Adjustments \$4,013.62

Total Refunds Processed for the Month \$60.59

Total Motor Vehicle Releases and Refunds for the Month

** Taxes releases/refunds are only allowed when taxes (1)were illegal or (2)were imposed due to a clerical error.

Detailed information for releases and refunds is available from the Henderson County Tax Collector.

Date run: 1/1/2026 2:00:52 AM

TR-401G Net Collections Report

NCPTS V4

Fiscal Year Activity from July 1, 20XX to December 31, 2025								Activity from December 1, 2025 to December 31, 2025			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	Unpaid Balance (\$)	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)
	Assessor Refunds (\$)	Net Collections (\$)	Additional Lev. (\$)	Collection Fee Amt (\$)	% Coll.	% Uncoll.		Assessor Refunds (\$)	Additional Lev. (\$)		
TAX DISTRICT: DOWNTOWN-MAIN ST LEVY TYPE: TAX											
2025	301,549.89	0.00	6.52	1,495.68	303,039.05	246,296.17	56,742.88	143,120.12	0.00	0.00	0.00
		0.00	246,296.17	0.00	0.00	81.28 %	18.72 %		0.00	0.00	0.00
2024	319,139.09	18,496.05	7.92	0.00	300,645.66	296,224.02	4,421.64	17.13	0.00	0.00	0.00
	18,472.40	314,696.42	10.54	0.00	98.53 %	1.47 %		0.00	0.00	0.00	0.00
2023	306,817.86	5,382.55	8.07	714.18	302,141.42	300,555.81	1,585.61	4.25	0.00	0.00	0.00
	1,931.28	302,487.09	0.00	0.00	99.48 %	0.52 %		0.00	0.00	0.00	0.00
2022	282,613.76	527.62	4.71	1,149.32	283,230.75	282,072.29	1,158.46	0.00	0.00	0.00	0.00
	259.42	282,331.71	0.00	0.00	99.59 %	0.41 %		0.00	0.00	0.00	0.00
2021	279,707.75	120.21	7.80	649.23	280,228.97	279,560.20	668.77	0.00	0.00	0.00	0.00
	6.55	279,566.75	0.00	0.00	99.76 %	0.24 %		0.00	0.00	0.00	0.00
2020	303,748.51	4,144.30	5.50	0.00	299,598.71	299,308.06	290.65	0.00	0.00	0.00	0.00
	0.00	299,308.06	0.00	0.00	99.90 %	0.10 %		0.00	0.00	0.00	0.00
2019	301,458.76	3,159.01	6.21	2,333.01	300,686.15	299,616.51	1,069.64	0.00	0.00	0.00	0.00
	418.28	300,034.79	59.60	0.00	99.64 %	0.36 %		0.00	0.00	0.00	0.00
Sub.	2,095,035.62	31,829.74	46.73	6,341.42	2,069,570.71	2,003,633.06	65,937.65	143,141.50	0.00	0.00	0.00
	21,087.93	2,024,720.99	70.14	0.00	96.81 %	3.19 %			0.00	0.00	0.00
TAX DISTRICT: HENDERSONVILLE LEVY TYPE: TAX											
2025	16,706,936.03	26,223.26	2,558.82	23,127.09	16,746,436.25	14,019,118.54	2,727,317.71	5,595,280.08	501.80	2,380.97	127.68
	1,294.70	14,020,413.24	45,155.21	0.00	83.71 %	16.29 %			0.00	43,116.39	
2024	16,053,485.41	12,085.14	199.47	0.00	16,046,619.04	15,996,428.37	50,190.67	32,839.85	554.93	0.00	0.00
	1,610.03	15,998,038.40	5,418.24	0.00	99.69 %	0.31 %		0.00	0.00	0.00	0.00
2023	13,941,515.71	63,224.03	1,440.39	7,407.24	13,899,227.11	13,874,082.75	25,144.36	430.78	522.91	0.45	0.00
	8,420.72	13,882,503.47	14,968.58	0.00	99.82 %	0.18 %		0.00	0.00	0.00	0.00
2022	11,026,379.84	28,277.86	123.85	42,582.44	11,049,502.03	11,034,380.76	15,121.27	108.53	53.13	0.00	0.00
	1,687.83	11,036,068.59	8,941.46	0.00	99.86 %	0.14 %			60.59	0.00	0.00
2021	10,768,355.48	128,822.08	5,678.08	15,069.08	10,663,536.89	10,654,447.31	9,089.58	0.00	0.00	0.00	0.00
	21,332.16	10,675,779.47	14,612.49	0.00	99.91 %	0.09 %		0.00	0.00	0.00	0.00
2020	9,991,000.95	75,671.96	5,397.09	3,391.98	9,942,338.25	9,936,025.10	6,313.15	0.00	0.00	0.00	0.00
	21,611.14	9,957,636.24	29,014.37	0.00	99.94 %	0.06 %		0.00	0.00	0.00	0.00
2019	9,872,500.92	113,803.96	179.49	34,770.99	9,796,357.37	9,782,209.87	14,147.50	0.00	0.00	0.00	0.00
	26,495.88	9,808,705.75	3,068.91	0.00	99.86 %	0.14 %		0.00	0.00	0.00	0.00
2011	0.00	0.00	31.95	31.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	100 %	0 %		0.00	0.00	0.00
2004	0.00	449.61	0.00	449.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	100 %	0 %		0.00	0.00	0.00
2001	8.06	0.00	0.00	0.00	8.06	8.06	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	8.06	0.00	0.00	100 %	0 %		0.00	0.00	0.00
Sub.	88,360,182.40	448,557.90	15,609.14	126,830.38	88,144,025.00	85,296,700.76	2,847,324.24	5,628,659.24	1,632.77	2,381.42	127.68
	82,452.46	85,379,153.22	121,179.26	0.00	96.77 %	3.23 %			60.59	43,116.39	
TAX DISTRICT: SEVENTH AVENUE LEVY TYPE: TAX											
2025	49,620.16	0.00	2.59	1,425.23	51,042.80	38,846.37	12,196.43	22,359.55	0.00	0.00	0.00
	0.00	38,846.37	0.00	0.00	76.11 %	23.89 %		0.00	0.00	0.00	0.00
2024	51,101.29	0.00	2.03	0.00	51,099.26	50,204.92	894.34	0.00	0.00	0.00	0.00
	0.00	50,204.92	0.00	0.00	98.25 %	1.75 %		0.00	0.00	0.00	0.00
2023	50,148.13	37.20	2.17	0.00	50,108.76	49,127.10	981.66	0.00	0.00	0.00	0.00
	0.00	49,127.10	0.00	0.00	98.04 %	1.96 %		0.00	0.00	0.00	0.00
2022	41,590.02	160.37	1.96	325.57	41,753.26	41,644.45	108.81	0.00	0.00	0.00	0.00
	0.00	41,644.45	0.00	0.00	99.74 %	0.26 %		0.00	0.00	0.00	0.00
2021	33,865.75	77.89	3.19	113.57	33,898.24	33,774.93	123.31	0.00	0.00	0.00	0.00
	79.45	33,854.38	0.00	0.00	99.64 %	0.36 %		0.00	0.00	0.00	0.00
2020	33,080.31	77.86	1.67	0.00	33,000.78	32,838.68	162.10	0.00	0.00	0.00	0.00
	77.86	32,916.54	0.00	0.00	99.51 %	0.49 %		0.00	0.00	0.00	0.00
2019	32,879.97	589.72	1.39	884.89	33,173.75	33,120.87	52.88	0.00	0.00	0.00	0.00
	0.00	33,120.87	0.00	0.00	99.84 %	0.16 %		0.00	0.00	0.00	0.00
Sub.	292,285.63	943.04	15.00	2,749.26	294,076.85	279,557.32	14,519.53	22,359.55	0.00	0.00	0.00
	157.31	279,714.63	0.00	0.00	95.06 %	4.94 %			0.00	0.00	0.00

Signature (Tax Collector) _____



CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer **MEETING DATE:** February 5, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

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

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with The Lofts at Chadwick, LLC, for the Lofts at Chadwick as presented and recommended by staff.

SUMMARY:

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

BUDGET IMPACT: \$0

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

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

PROJECT NUMBER: 24202

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Lofts at Chadwick Apartments

Map showing Lofts at Chadwick Apartments parcel

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

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

UTILITY EXTENSION AGREEMENT

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

WITNESSETH:

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

Consisting of +/- 2.253 acres, and being all of that real property described in that deed recorded in Deed Book 4341 at page 603, Henderson County registry, having a PIN of 9568-92-1924, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as The Lofts at Chadwick (project number 24202); and

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

Being and consisting of: 1) Water Service Extension consisting of a water meter assembly and underground vault, connecting to an existing 6' cast iron water main within the margin of Chadwick Avenue, together with all related appurtenances; and 2) and a Sanitary Service Extension consisting of a 8" PVC sewer main connecting to an existing manhole, being City of Hendersonville manhole 587 located approximately 85' southeast of Chadwick Square Court and approximately 180' southwest of the Property, together with all manholes and appurtenances, and being more particularly shown and described on those construction plans and specifications, dated September 8, 2025, prepared by Mc2

Engineering, Inc., a Civil Engineering firm, said plans being incorporated herein by reference. 1) and 2) collectively are collectively hereinafter referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the Developer has received zoning approval, or is in the process of receiving said approval, from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is located within the City's municipal; and

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

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

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

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

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

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

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

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

18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).
19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.
20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.
21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.
22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow.

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

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

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

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

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

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

DEVELOPER: THE LOFTS AT CHADWICK, LLC,
an North Carolina Limited Liability Company

THE CITY OF HENDERSONVILLE

BY: _____ **(SEAL)**
(signature)

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

Printed name: _____

Title: _____

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that _____, personally appeared before me this day, and being duly sworn, stated that they are the _____ (title) for **The Lofts at Chadwick, LLC**, a North Carolina limited liability company, and that they executed and acknowledged the foregoing instrument on behalf of the entity pursuant due authorization, and that the instrument is the act and deed of the entity.

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

Resolution # ____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION
AGREEMENT WITH THE LOFTS AT CHADWICK, LLC, FOR THE LOFTS AT
CHADWICK APARTMENTS**

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

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

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

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

WHEREAS, The Lofts at Chadwick, LLC, the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water and sewer services to the Lofts at Chadwick apartments.

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

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of February 2026.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE UTILITY AVAILABILITY

The Lofts at Chadwick

Section 5, Item F.

The Lofts at Chadwick
PIN: 9568921924
Hendersonville Fire Department

Sewer Layers

Gravity Main

- Proposed Gravity Main
- Public Gravity Main
- Abandoned

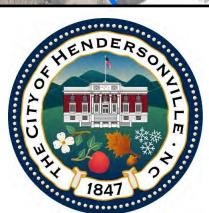
Water Layers

Fire Hydrants

- City Fire Hydrant

Water Main

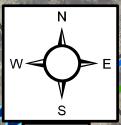
- City Water Main
- Private Fire Line
- Abandoned Water Main



JANUARY 2024

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

0 50 100 200
Feet



74



CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer **MEETING DATE:** February 5, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for Camp Wayfarer – *Adela Gutierrez-Ramirez, Civil Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Mary Kenson Lewis, As Trustee Of The Camp Wayfarer Irrevocable Real Estate Trust Dated December 2, 2024 And Any Successor Trustee, for the Camp Wayfarer project as presented and recommended by staff.

SUMMARY:

The Camp Wayfarer located off Red Bird Song Road in Unincorporated Henderson County proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: \$0

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

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

PROJECT NUMBER: 25123

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS.

Utility Extension Agreement – Camp Wayfarer

Map showing Camp Wayfarer parcel

Resolution # ____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION
AGREEMENT WITH MARY KENSON LEWIS, AS TRUSTEE OF THE CAMP
WAYFARER IRREVOCABLE REAL ESTATE TRUST DATED DECEMBER 2, 2024 AND
ANY SUCCESSOR TRUSTEE FOR THE CAMP WAYFARER PROJECT**

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

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

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

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

WHEREAS, Mary Kenson Lewis, As Trustee Of The Camp Wayfarer Irrevocable Real Estate Trust Dated December 2, 2024 And Any Successor Trustee, the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water services to the Camp Wayfarer project.

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

1. The Utility Extension Agreement with Mary Kenson Lewis, As Trustee Of The Camp Wayfarer Irrevocable Real Estate Trust Dated December 2, 2024, the “Developer” and “Owner” to provide water service to the Camp Wayfarer project is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of February 2026.

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

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

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 20____, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situated in Henderson County, herein referred to as the "City", and **MARY KENSON LEWIS, AS TRUSTEE OF THE CAMP WAYFARER IRREVOCABLE REAL ESTATE TRUST DATED DECEMBER 2, 2024 AND ANY SUCCESSOR TRUSTEE**, herein referred to as "Developer,"

WITNESSETH:

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

Consisting of +/- 55.11 acres, and being all of that real property described in that deed recorded in Deed Book 4231 at page 514, Henderson County registry, having a PIN of 9586-51-9953, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Camp Wayfarer (project number 25123); and

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

Being and consisting of: Water Service Extension consisting of a +/- 1,425 lineal feet of 6" water main (DIP/CL 350) running northeasterly within the right of way of Red Bird Song Road from the intersection of Spartanburg Highway and Red Bird Song Road connecting to an existing 12" water main within the right of way of Spartanburg Highway, together with all valves, meters, hydrants, and appurtenances, and being more particularly shown and described on those construction plans and specifications, dated December 5, 2025, prepared by WGLA Engineering, PLLC a Civil Engineering firm, said plans being incorporated herein by reference, said Water Service Extension hereinafter referred to as the "New Infrastructure". It

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

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

WHEREAS, the Property is not located within the City's municipal boundaries but is located within the unincorporated area of Henderson County; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
31. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

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

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

[The remainder of this page is intentionally blank]

**DEVELOPER: MARY KENSON LEWIS, AS TRUSTEE OF
THE CAMP WAYFARER IRREVOCABLE REAL ESTATE
TRUST DATED DECEMBER 2, 2024 AND ANY
SUCCESSOR TRUSTEE**

BY: _____ (SEAL)
Mary Kenson Lewis, Trustee

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

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that **MARY KENSON LEWIS**, personally appeared before me this day, and being duly sworn, stated that they are the TRUSTEE for **THE CAMP WAYFARER IRREVOCABLE REAL ESTATE TRUST DATED DECEMBER 2, 2024**, and that they executed and acknowledged the foregoing instrument pursuant to due authorization and for the purposes stated therein.

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

My commission expires _____

Notary Public Signature _____ (OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

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

My commission expires _____

Notary Public Signature _____ (OFFICIAL SEAL)

CITY OF HENDERSONVILLE UTILITY AVAILABILITY

Camp Wayfarer

Section 5, Item G.



0 125 250 Feet



CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer **MEETING DATE:** February 5, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Fletcher Crossing Project – *Adela Gutierrez-Ramirez, Civil Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Kompo Family Company, LLC, for the Fletcher Crossing project as presented and recommended by staff.

SUMMARY:

The Fletcher Crossing project located off US Highway 25 in the Town of Fletcher proposes to extend the City's water to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: \$0

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

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

PROJECT NUMBER: 25117

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Fletcher Crossing Project

Map showing Fletcher Crossing Project parcel

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

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

UTILITY EXTENSION AGREEMENT

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

WITNESSETH:

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

Consisting of +/- 4.90 acres, and being Tract 1 as shown on the plat recorded in Plat Book 2022 at page 14299, Henderson County registry, having a PIN of 9653-63-7344, being a portion of the property described in that deed recorded in Deed Book 3945 at page 469, Henderson County registry, and a portion of the property described in the deed recorded in Deed Book 3945 at page 479, Henderson County registry, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Fletcher Crossing (project number 25117); and

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

Being and consisting of: Water Service Extension consisting +/- 6 lineal feet of 6" water main (DIP/CL 350) and +/- 956 lineal feet of 8" water main (DIP/CL 350) connecting to an existing water main within the margin of US Highway 25 at the intersection of Baldwin Circle in Fletcher, NC, together with all hydrants, valves, meters, and other related appurtenances, and being more particularly shown and described on those construction plans and specifications, dated December 30, 2025, prepared by Landworks

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

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

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

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

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

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

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

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

and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of this agreement. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

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

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

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

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

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

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

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

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

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

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

29. This agreement is executed in the State of North Carolina, and shall be construed in accordance with the laws of the State of North Carolina. Both parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.
30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.
31. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

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

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

[The rest of this page is intentionally blank.]

DEVELOPER: KOMPO FAMILY COMPANY, LLC,
A Florida Limited Liability Company

THE CITY OF HENDERSONVILLE

BY: _____ **(SEAL)**
(signature)

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

Printed name: _____

Title: _____

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that _____, personally appeared before me this day, and being duly sworn, stated that they are the _____ (title) for **Kompo Family Company, LLC**, and that they executed and acknowledged the foregoing instrument on behalf of **Kompo Family Company, LLC** pursuant the due authorization by **Kompo Family Company, LLC** and that the instrument is the act and deed of **Kompo Family Company, LLC**.

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

Resolution # ____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION
AGREEMENT WITH KOMPO FAMILY COMPANY, LLC FOR THE**

FLETCHER CROSSING PROJECT

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

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

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

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

WHEREAS, Kompo Family Company, LLC, the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water service to the Fletcher Crossing project.

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

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of February 2026.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

UTILITY AVAILABILITY

Fletcher Crossing

Section 5, Item H.

**Fletcher Crossing
PIN: 9653637344
Fletcher Fire Department**

Fletcher Fire Department

Sewer Layers

Gravity Main

- Proposed Gravity Main
- Public Gravity Main
- Abandoned

Water Layers

Fire Hydrants



JULY 2025

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



0 125 250 500 98 50

Feet



CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer **MEETING DATE:** February 5, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Orchard Trace Subdivision – *Adela Gutierrez-Ramirez, Civil Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Willowbend NC Development, LLC, for the Orchard Trace Subdivision as presented and recommended by staff.

SUMMARY:

The Orchard Trace Subdivision located off Sugarloaf Road in unincorporated Henderson County proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: \$0

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

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

PROJECT NUMBER: 25103

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Orchard Trace Subdivision

Map showing Orchard Trace Subdivision parcel

Resolution # ____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION
AGREEMENT WITH WILLOWBEND NC DEVELOPMENT, LLC, FOR THE ORCHARD
TRACE SUBDIVISION**

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

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

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

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

WHEREAS, Willowbend NC Development, LLC, the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide water service to the Orchard Trace Subdivision.

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

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of February 2026.

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

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

UTILITY EXTENSION AGREEMENT

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

WITNESSETH:

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

Consisting of +/- 34.43 acres, and being all of that real property described in that deed recorded in Deed Book 4333 at page 305, Henderson County registry, having a PIN of 9599-08-3992, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Orchard Trace Subdivision (project number 25103); and

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

Being and consisting of: Water Service Extension consisting of +/- 1,089 LF of 8" water line (DIP/CL 350) within the margin of Sugarloaf Road, and +/- 3,688 LF of 6" water line (DIP/CL 350) within the project confines, connecting to an existing water main within the margin of Sugarloaf Road, together with all related appurtenances, and being more particularly shown and described on those construction plans and specifications, dated January 20, 2026, prepared by Wade Trim Group, Inc., a Civil Engineering firm, said plans being incorporated herein by reference, said infrastructure hereinafter collectively referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or

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

WHEREAS, the Developer has received zoning approval, or is in the process of receiving said approval, from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is not located within the City's corporate limits, but is located within the unincorporated area of Henderson County; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DEVELOPER: WILLOWBEND NC DEVELOPMENT, LLC,
a North Carolina Limited Liability Company

THE CITY OF HENDERSONVILLE

BY: _____ **(SEAL)**
 (signature)

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

Printed name: _____

Title: _____

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that _____, personally appeared before me this day, and being duly sworn, stated that they are the _____ (title) for **WILLOWBEND NC DEVELOPMENT, LLC**, a North Carolina limited liability company, and that they executed and acknowledged the foregoing instrument on behalf of the entity pursuant due authorization, and that the instrument is the act and deed of the entity.

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

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

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

My commission expires _____

Notary Public Signature

(OFFICIAL SEAL)

CITY OF HENDERSONVILLE UTILITY AVAILABILITY

Orchard Trace Subdivision

Section 5, Item I.

Orchard Trace Subdivision
PIN: 9599-08-3992
Dana Fire District





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Sam Hayes

MEETING DATE: February 5th, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Community Development

TITLE OF ITEM: Annexation: Certificate of Sufficiency- 0 Signal Hill Road (25-97-ANX) – *Sam Hayes, Planner II*

SUGGESTED MOTION(S):

I move Council to accept the City Clerk's Certificate of Sufficiency for the petition submitted by John Kinnaird and the Herta G Suess Trust and set March 5th, 2026, as the date for public hearing.

SUMMARY: File # 25-97-ANX

The City of Hendersonville has received a petition from John Kinnaird and Herta G Suess Trust for contiguous annexation of PINs 9579-07-6259, 9579-06-7975, 9579-06-5791, 9579-06-8507, 9579-06-8507, 9579-06-8308, and 9579-06-8117 located on Signal Hill Road that is approximately 13.73 acres. Please refer to the attached maps for additional information.

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

PROJECT/PETITIONER NUMBER:	<ul style="list-style-type: none"> • 25-97-ANX
PETITIONER NAME:	<ul style="list-style-type: none"> • <i>John Kinnaird [applicant]</i> • <i>Herta G Suess Trust [property owner]</i>
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Certificate of Sufficiency 2. Resolution setting public hearing 3. Annexation Plat 4. Typed legal description 5. GIS map 6. Deed 7. Annexation Application

CERTIFICATE OF SUFFICIENCY

Re: Petition for Contiguous Annexation
Petitioners: John Kinnaird, Herta G Suess Trust
File No. 25-97-ANX

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

1. A petition has been received for contiguous annexation of property consisting of +/- 13.73 acres located on Signal Hill Road in Hendersonville, NC, being tax parcel PINs 9579-07-6259, 9579-06-7975, 9579-06-5791, 9579-06-8507, 9579-06-8308, and 9579-06-8117, 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 _____ day of _____, 2022.

(City Seal)

Daniel Heyman, Deputy City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Being all of that real property consisting of PINs 9567-07-6259, 9579-06-7975, 9579-06-5791, 9579-06-8507, -579-06-8507, 9579-06-8308, and 9579-06-8117 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9567-07-6259, 9579-06-7975, 9579-06-5791, 9579-06-8507, -579-06-8507, 9579-06-8308, and 9579-06-8117 being described by metes and bounds as follows:

LYING AND BEING IN HENDERSONVILLE TOWNSHIP, HENDERSON COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1-A

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHWEST CORNER OF LOT 89, PLAT BOOK 2 PAGE 156;
 THENCE WITH THE EASTERN LINES OF PLAT BOOK 2021 PAGE 13157 THE FOLLOWING 4 CALLS & WITH THE WESTERN LINES OF LOTS 89 TO 124, PLAT BOOK 2 PAGE 156, N 00°02'11" E, A DISTANCE OF 7.99' TO AN EXISTING ANGLE IRON;
 THENCE N 00°02'11" E, A DISTANCE OF 78.25' TO AN EXISTING #5 IRON REBAR;
 THENCE N 00°18'23" E, A DISTANCE OF 590.02' TO AN EXISTING ½" IRON PIPE (PINCHED-TOP);
 THENCE N 00°11'58" E, A DISTANCE OF 223.37' TO AN EXISTING PLANTED STONE (9"x6");
 THENCE WITH THE LINE OF ANGELA M. LAMB & BARBED WIRE FENCE LINE, S 85°39'59" E, A DISTANCE OF 148.11' TO AN EXISTING #6 IRON REBAR (BENT);
 THENCE S 86°44'47" E, A DISTANCE OF 38.61' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 124, PLAT BOOK 2 PAGE 156 AND IN THE WESTERN MARGIN OF THE 30' RIGHT OF WAY FOR THE PLATTED LAFOLETTE STREET (NORTHERN SECTION OF RIGHT OF WAY NOT CURRENTLY IN USE AS A ROADWAY);
 THENCE WITH THE WESTERN MARGIN OF SAID 30' RIGHT OF WAY & THE EASTERN LINES OF SAID LOTS 124 TO 89, S 00°45'42" E, A DISTANCE OF 911.98' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP BEING THE SOUTHEAST CORNER OF LOT 89;
 THENCE WITH SEAN GIVENS LINE AND NORTHERN LINE OF LOT 88, N 82°45'42" W, A DISTANCE OF 203.86' TO THE POINT OF BEGINNING, HAVING AN AREA OF 4.04 ACRES, BEING LOTS 89-124, PB 2 PG 156, DB 4053 PG 669, TRACT 1 AS SHOWN ON SURVEY FOR TECO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 1-B

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 48 OF PLAT BOOK 2 PAGE 156 & BEING IN THE EASTERN MARGIN OF THE 30' RIGHT OF WAY FOR THE PLATTED LAFOLETTE STREET OF PLAT BOOK 2 PAGE 156, SAID POINT BEARS S 74°38'35" E 31.23' FROM THE NORTHEAST CORNER OF TRACT 1-A BEING THE NORTHEAST CORNER OF LOT 124 OF PLAT BOOK 2 PAGE 156;
 THENCE WITH THE SOUTH MARGIN OF THE SOUTHERN MARGIN OF THE VARIABLE WIDTH RIGHT OF WAY FOR THE PLATTED ALLEN STREET OF PLAT BOOK 2 PAGE 156, S 84°45'42" E, A DISTANCE OF 170.12'

TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 43 OF PLAT BOOK 2 PAGE 156 & BEING IN THE WESTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;
 THENCE WITH SAID MARGIN OF RIGHT OF WAY, S 00°45'27" E, A DISTANCE OF 544.22' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;
 THENCE WITH THE LINE OF KRISTIE GILLIAM, S 89°14'18" W, A DISTANCE OF 169.15' TO A CALCULATED POINT FALLING INSIDE A DWELLING MOSTLY ON THE PROPERTY OF KRISTIE GILLIAM;
 THENCE WITH EASTERN MARGIN OF SAID LAFOLETTE STREET THE FOLLOWING 2 CALLS, N 00°21'58" W, A DISTANCE OF 38.18' TO NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;
 THENCE N 00°47'26" W, A DISTANCE OF 523.82' TO THE POINT OF BEGINNING,
 HAVING AN AREA OF 2.15 ACRES, BEING LOTS 43-66 PB 2 PG 156, DB 4053 PG 669 TRACT 1 AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 1-C

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 31 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;
 THENCE WITH SAID LOT 31, N 89°14'18" E, A DISTANCE OF 164.57' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;
 THENCE WITH THE LINE OF HOME DEPOT USA, INC, S 00°45'42" E, A DISTANCE OF 146.14' TO AN EXISTING #5 IRON REBAR, CORNER TO SIGNAL RIDGE, LP;
 THENCE WITH LINE OF SIGNAL RIDGE, LP, S 00°45'42" E, A DISTANCE OF 78.86' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHEAST CORNER OF LOT 23;
 THENCE S 89°14'18" W, A DISTANCE OF 164.58' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHWEST CORNER OF LOT 23;
 THENCE N 00°45'27" W, A DISTANCE OF 225.00' TO THE POINT OF BEGINNING,
 HAVING AN AREA OF 0.85 ACRES, BEING LOTS 23-31 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 2

New legal description:

BEGINNING AT A CALCULATED POINT, BEING THE NORTHWEST CORNER OF LOT 18 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;
 THENCE WITH SAID LOT 18, N 89°14'18" E, A DISTANCE OF 164.59' TO A CALCULATED POINT,
 THENCE WITH LINE OF SIGNAL RIDGE, LP, S 00°45'42" E, A DISTANCE OF 250.00' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHEAST CORNER OF LOT 9 PLAT BOOK 2 PAGE 156;
 THENCE WITH SAID LOT 9, S 89°14'18" W, A DISTANCE OF 164.61' TO A CALCULATED POINT;

THENCE N 00°45'27" W, PASSING A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP AT 2.98' FOR A TOTAL DISTANCE OF 250.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.94 ACRES, HAVING AN AREA OF 0.85 ACRES, BEING LOTS 9-18 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 3

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 42 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE & SOUTHERN MARGIN OF THE VARIABLE WIDTH RIGHT OF WAY FOR THE PLATTED ALLEN STREET OF PLAT BOOK 2 PAGE 156; THENCE WITH SAID SOUTHERN MARGIN, S 84°45'42" E, A DISTANCE OF 165.45' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 37 OF PLAT BOOK 2 PAGE 156; THENCE WITH THE LINE OF HOME DEPOT USA, INC, S 00°45'42" E, A DISTANCE OF 242.97' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHEAST CORNER OF LOT 32; THENCE WITH LOT 32, S 89°14'18" W, A DISTANCE OF 164.57' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP; THENCE N 00°45'27" W, A DISTANCE OF 260.26' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.95 ACRES, BEING LOTS 32-36 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 4

New legal description:

BEGINNING AT A CALCULATED POINT, BEING THE NORTHWEST CORNER OF LOT 8 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156; THENCE WITH SAID LOT 8, N 89°14'18" E, A DISTANCE OF 164.61' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP; THENCE WITH THE LINE OF SIGNAL HILL, LP THE FOLLOWING 2 CALLS, S 00°45'42" E, A DISTANCE OF 175.35' TO AN EXISTING ½" IRON PIPE; THENCE S 00°45'47" E, A DISTANCE OF 33.99' TO A CALCULATED POINT, BEING IN THE PAVING OF SIGNAL HILL ROAD (SR 1508) & BEING THE SOUTHEAST CORNER OF LOT 1; THENCE N 83°22'29" W, A DISTANCE OF 166.00' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP BEING IN THE SAID EASTERN RIGHT OF WAY FOR AMAZING GRACE LANE; THENCE WITH SAID RIGHT OF WAY, N 00°45'27" W, A DISTANCE OF 187.99' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.75 ACRES, BEING LOTS 1-8 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 5

New legal description:

BEGINNING AT AN EXISTING #6 IRON REBAR (BENT) IN THE NORTHERN LINE OF LOT 124, PLAT BOOK 2 PAGE 156,
 THENCE WITH THE LINE OF ANGELA M. LAMB FOR THE FOLLOWING 2 CALLS, N 01°46'19" E, A DISTANCE OF 398.52' TO AN EXISTING #5 IRON REBAR, MARKING A STREAMBANK MAINTENACE EASEMENT (PLAT BOOK 2018 SLIDE 11488);
 THENCE N 01°44'57" E, A DISTANCE OF 146.69' TO A CALCULATED POINT IN OR NEAR CHERRY BRANCH, IN THE SOUTHERN LINE OF PLAT CABINET C SLIDE 285A;
 THENCE WITH THE SOUTHERN LINES OF LOTS 12, 13, & 14 OF PLAT CABINET C SLIDE 285A & GENERALLY WITH CHERRY BRANCH THE FOLLOWING 8 CALLS, N 89°38'11" E, A DISTANCE OF 24.20' TO A CALCULATED POINT;
 THENCE S 08°11'47" W, A DISTANCE OF 79.56' TO A CALCULATED POINT;
 THENCE S 65°51'16" E, A DISTANCE OF 29.66' TO A CALCULATED POINT;
 THENCE S 65°45'06" E, A DISTANCE OF 279.64' TO A CALCULATED POINT;
 THENCE S 14°11'04" W, A DISTANCE OF 34.36' TO A CALCULATED POINT;
 THENCE S 58°59'08" E, A DISTANCE OF 69.64' TO A CALCULATED POINT MARKING A CORNER OF A STREAMBANK MAINTENACE EASEMENT (PLAT BOOK 2018 SLIDE 11488);
 THENCE WITH SAID EASEMENT THE FOLLOWING 2 CALLS, S 58°59'08" E, A DISTANCE OF 28.65' TO A CALCULATED POINT;
 THENCE S 58°59'08" E, A DISTANCE OF 36.57' TO A CALCULATED POINT;
 THENCE WITH THE LINE OF CAROLINA VILLAGE, LLC, S 00°57'33" E, A DISTANCE OF 45.91', CROSSING A PUBLIC SEWER LINE AND 30' SEWER EASEMENT, TO AN EXISTING #5 IRON REBAR;
 THENCE S 00°57'33" E, A DISTANCE OF 56.45' TO AN EXISTING 2" ANGLE IRON, CORNER OF HIGHLAND INVESTORS LIMTED PARTERNSHIP;
 THENCE WITH THE LINE OF HOME DEPOT USA, INC., S 00°44'07" E, A DISTANCE OF 57.23' TO A CALCULATED POINT, MARKING THE SOUTHERN POINT OF SAID DRAINAGE EASEMENT;
 THENCE S 00°44'07" E, A DISTANCE OF 101.07' TO AN EXISTING 1" IRON PIPE, IN THE NORTHERN MARGIN OF A PLATTED RIGHT OF WAY FOR ALLEN STREET, PLAT BOOK 2 PAGE 156,
 THENCE WITH SAID MARGIN OF RIGHT OF WAY, N 86°44'47" W, A DISTANCE OF 384.68' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 124, PLAT BOOK 2 PAGE 156;
 THENCE N 86°42'21" W, A DISTANCE OF 38.60' TO THE POINT OF BEGINNING,
 HAVING AN AREA OF 3.67 ACRES, BEING DEED BOOK 4053 PAGE 669 TRACT 5, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563. SEE PLAT BOOK 2018 SLIDE 11488 FOR STREAMBANK MAINTENACE EASEMENTS & PLAT BOOK 1999 SLIDE 3086 FOR PERMANENT DRAINAGE EASEMENT ENCUMBERING THIS TRACT.

TRACT 6

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 22 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;
 THENCE WITH LINE OF LOT 22, N 89°14'18" E, A DISTANCE OF 164.58' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE WITH LINE OF SIGNAL RIDGE, LP, S 00°45'42" E, A DISTANCE OF 100.00' TO A CALCULATED POINT, BEING THE SOUTHEAST CORNER OF LOT 19;
THENCE S 89°14'18" W, A DISTANCE OF 164.59' TO A CALCULATED POINT, BEING THE SOUTHWEST CORNER OF LOT 19;
THENCE WITH SAID RIGHT OF WAY LINE, N 00°49'20" W, A DISTANCE OF 7.02' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;
THENCE N 00°45'09" W, A DISTANCE OF 92.98' TO THE POINT OF BEGINNING,
HAVING AN AREA OF 0.38 ACRES, BEING LOTS 19-22 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

Resolution #____

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

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

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

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. March 5th, 2026, 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 9567-07-6259, 9579-06-7975, 9579-06-5791, 9579-06-8507, -579-06-8507, 9579-06-8308, and 9579-06-8117 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9567-07-6259, 9579-06-7975, 9579-06-5791, 9579-06-8507, -579-06-8507, 9579-06-8308, and 9579-06-8117 being described by metes and bounds as follows:

LYING AND BEING IN HENDERSONVILLE TOWNSHIP, HENDERSON COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1-A

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHWEST CORNER OF LOT 89, PLAT BOOK 2 PAGE 156;

THENCE WITH THE EASTERN LINES OF PLAT BOOK 2021 PAGE 13157 THE FOLLOWING 4 CALLS & WITH THE WESTERN LINES OF LOTS 89 TO 124, PLAT BOOK 2 PAGE 156, N 00°02'11" E, A DISTANCE OF 7.99' TO AN EXISTING ANGLE IRON;

THENCE N 00°02'11" E, A DISTANCE OF 78.25' TO AN EXISTING #5 IRON REBAR;

THENCE N 00°18'23" E, A DISTANCE OF 590.02' TO AN EXISTING ½" IRON PIPE (PINCHED-TOP);

THENCE N 00°11'58" E, A DISTANCE OF 223.37' TO AN EXISTING PLANTED STONE (9"x6");

THENCE WITH THE LINE OF ANGELA M. LAMB & BARBED WIRE FENCE LINE, S 85°39'59" E, A DISTANCE OF 148.11' TO AN EXISTING #6 IRON REBAR (BENT);

THENCE S 86°44'47" E, A DISTANCE OF 38.61' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 124, PLAT BOOK 2 PAGE 156 AND IN THE WESTERN MARGIN OF THE 30' RIGHT OF WAY FOR THE

PLATTED LAFOLETTE STREET (NORTHERN SECTION OF RIGHT OF WAY NOT CURRENTLY IN USE AS A ROADWAY);
 THENCE WITH THE WESTERN MARGIN OF SAID 30' RIGHT OF WAY & THE EASTERN LINES OF SAID LOTS 124 TO 89, S 00°45'42" E, A DISTANCE OF 911.98' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP BEING THE SOUTHEAST CORNER OF LOT 89;
 THENCE WITH SEAN GIVENS LINE AND NORTHERN LINE OF LOT 88, N 82°45'42" W, A DISTANCE OF 203.86' TO THE POINT OF BEGINNING, HAVING AN AREA OF 4.04 ACRES, BEING LOTS 89-124, PB 2 PG 156, DB 4053 PG 669, TRACT 1 AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 1-B

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 48 OF PLAT BOOK 2 PAGE 156 & BEING IN THE EASTERN MARGIN OF THE 30' RIGHT OF WAY FOR THE PLATTED LAFOLETTE STREET OF PLAT BOOK 2 PAGE 156, SAID POINT BEARS S 74°38'35" E 31.23' FROM THE NORTHEAST CORNER OF TRACT 1-A BEING THE NORTHEAST CORNER OF LOT 124 OF PLAT BOOK 2 PAGE 156;

THENCE WITH THE SOUTH MARGIN OF THE SOUTHERN MARGIN OF THE VARIABLE WIDTH RIGHT OF WAY FOR THE PLATTED ALLEN STREET OF PLAT BOOK 2 PAGE 156, S 84°45'42" E, A DISTANCE OF 170.12' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 43 OF PLAT BOOK 2 PAGE 156 & BEING IN THE WESTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;

THENCE WITH SAID MARGIN OF RIGHT OF WAY, S 00°45'27" E, A DISTANCE OF 544.22' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE WITH THE LINE OF KRISTIE GILLIAM, S 89°14'18" W, A DISTANCE OF 169.15' TO A CALCULATED POINT FALLING INSIDE A DWELLING MOSTLY ON THE PROPERTY OF KRISTIE GILLIAM;

THENCE WITH EASTERN MARGIN OF SAID LAFOLETTE STREET THE FOLLOWING 2 CALLS, N 00°21'58" W, A DISTANCE OF 38.18' TO NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE N 00°47'26" W, A DISTANCE OF 523.82' TO THE POINT OF BEGINNING, HAVING AN AREA OF 2.15 ACRES, BEING LOTS 43-66 PB 2 PG 156, DB 4053 PG 669 TRACT 1 AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 1-C

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 31 & BEING IN THE EASTERN MARGIN OF THE 20'

RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;

THENCE WITH SAID LOT 31, N 89°14'18" E, A DISTANCE OF 164.57' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE WITH THE LINE OF HOME DEPOT USA, INC, S 00°45'42" E, A DISTANCE OF 146.14' TO AN EXISTING #5 IRON REBAR, CORNER TO SIGNAL RIDGE, LP;

THENCE WITH LINE OF SIGNAL RIDGE, LP, S 00°45'42" E, A DISTANCE OF 78.86' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHEAST CORNER OF LOT 23;

THENCE S 89°14'18" W, A DISTANCE OF 164.58' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHWEST CORNER OF LOT 23;

THENCE N 00°45'27" W, A DISTANCE OF 225.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.85 ACRES, BEING LOTS 23-31 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 2

New legal description:

BEGINNING AT A CALCULATED POINT, BEING THE NORTHWEST CORNER OF LOT 18 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;

THENCE WITH SAID LOT 18, N 89°14'18" E, A DISTANCE OF 164.59' TO A CALCULATED POINT,

THENCE WITH LINE OF SIGNAL RIDGE, LP, S 00°45'42" E, A DISTANCE OF 250.00' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHEAST CORNER OF LOT 9 PLAT BOOK 2 PAGE 156;

THENCE WITH SAID LOT 9, S 89°14'18" W, A DISTANCE OF 164.61' TO A CALCULATED POINT;

THENCE N 00°45'27" W, PASSING A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP AT 2.98' FOR A TOTAL DISTANCE OF 250.00' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.94 ACRES, HAVING AN AREA OF 0.85 ACRES, BEING LOTS 9-18 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 3

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 42 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE & SOUTHERN MARGIN OF

THE VARIABLE WIDTH RIGHT OF WAY FOR THE PLATTED ALLEN STREET OF PLAT BOOK 2 PAGE 156;

THENCE WITH SAID SOUTHERN MARGIN, S 84°45'42" E, A DISTANCE OF 165.45' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 37 OF PLAT BOOK 2 PAGE 156;

THENCE WITH THE LINE OF HOME DEPOT USA, INC, S 00°45'42" E, A DISTANCE OF 242.97' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHEAST CORNER OF LOT 32;

THENCE WITH LOT 32, S 89°14'18" W, A DISTANCE OF 164.57' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE N 00°45'27" W, A DISTANCE OF 260.26' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.95 ACRES, BEING LOTS 32-36 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 4

New legal description:

BEGINNING AT A CALCULATED POINT, BEING THE NORTHWEST CORNER OF LOT 8 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;

THENCE WITH SAID LOT 8, N 89°14'18" E, A DISTANCE OF 164.61' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE WITH THE LINE OF SIGNAL HILL, LP THE FOLLOWING 2 CALLS, S 00°45'42" E, A DISTANCE OF 175.35' TO AN EXISTING ½" IRON PIPE;

THENCE S 00°45'47" E, A DISTANCE OF 33.99' TO A CALCULATED POINT, BEING IN THE PAVING OF SIGNAL HILL ROAD (SR 1508) & BEING THE SOUTHEAST CORNER OF LOT 1;

THENCE N 83°22'29" W, A DISTANCE OF 166.00' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP BEING IN THE SAID EASTERN RIGHT OF WAY FOR AMAZING GRACE LANE;

THENCE WITH SAID RIGHT OF WAY, N 00°45'27" W, A DISTANCE OF 187.99' TO THE POINT OF BEGINNING,

HAVING AN AREA OF 0.75 ACRES, BEING LOTS 1-8 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 5

New legal description:

BEGINNING AT AN EXISTING #6 IRON REBAR (BENT) IN THE NORTHERN LINE OF LOT 124, PLAT BOOK 2 PAGE 156,

THENCE WITH THE LINE OF ANGELA M. LAMB FOR THE FOLLOWING 2 CALLS, N 01°46'19" E, A DISTANCE OF 398.52' TO AN EXISTING #5 IRON REBAR, MARKING A STREAMBANK MAINTENACE EASEMENT (PLAT BOOK 2018 SLIDE 11488); THENCE N 01°44'57" E, A DISTANCE OF 146.69' TO A CALCULATED POINT IN OR NEAR CHERRY BRANCH, IN THE SOUTHERN LINE OF PLAT CABINET C SLIDE 285A; THENCE WITH THE SOUTHERN LINES OF LOTS 12, 13, & 14 OF PLAT CABINET C SLIDE 285A & GENERALLY WITH CHERRY BRANCH THE FOLLOWING 8 CALLS, N 89°38'11" E, A DISTANCE OF 24.20' TO A CALCULATED POINT; THENCE S 08°11'47" W, A DISTANCE OF 79.56' TO A CALCULATED POINT; THENCE S 65°51'16" E, A DISTANCE OF 29.66' TO A CALCULATED POINT; THENCE S 65°45'06" E, A DISTANCE OF 279.64' TO A CALCULATED POINT; THENCE S 14°11'04" W, A DISTANCE OF 34.36' TO A CALCULATED POINT; THENCE S 58°59'08" E, A DISTANCE OF 69.64' TO A CALCULATED POINT MARKING A CORNER OF A STREAMBANK MAINTENACE EASEMENT (PLAT BOOK 2018 SLIDE 11488); THENCE WITH SAID EASEMENT THE FOLLOWING 2 CALLS, S 58°59'08" E, A DISTANCE OF 28.65' TO A CALCULATED POINT; THENCE S 58°59'08" E, A DISTANCE OF 36.57' TO A CALCULATED POINT; THENCE WITH THE LINE OF CAROLINA VILLAGE, LLC, S 00°57'33" E, A DISTANCE OF 45.91', CROSSING A PUBLIC SEWER LINE AND 30' SEWER EASEMENT, TO AN EXISTING #5 IRON REBAR; THENCE S 00°57'33" E, A DISTANCE OF 56.45' TO AN EXISTING 2" ANGLE IRON, CORNER OF HIGHLAND INVESTORS LIMTED PARTERNSHIP; THENCE WITH THE LINE OF HOME DEPOT USA, INC., S 00°44'07" E, A DISTANCE OF 57.23' TO A CALCULATED POINT, MARKING THE SOUTHERN POINT OF SAID DRAINAGE EASEMENT; THENCE S 00°44'07" E, A DISTANCE OF 101.07' TO AN EXISTING 1" IRON PIPE, IN THE NORTHERN MARGIN OF A PLATTED RIGHT OF WAY FOR ALLEN STREET, PLAT BOOK 2 PAGE 156; THENCE WITH SAID MARGIN OF RIGHT OF WAY, N 86°44'47" W, A DISTANCE OF 384.68' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 124, PLAT BOOK 2 PAGE 156; THENCE N 86°42'21" W, A DISTANCE OF 38.60' TO THE POINT OF BEGINNING, HAVING AN AREA OF 3.67 ACRES, BEING DEED BOOK 4053 PAGE 669 TRACT 5, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563. SEE PLAT BOOK 2018 SLIDE 11488 FOR STREAMBANK MAINTENACE EASEMENTS & PLAT BOOK 1999 SLIDE 3086 FOR PERMANENT DRAINAGE EASEMENT ENCUMBERING THIS TRACT.

TRACT 6

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 22 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156; THENCE WITH LINE OF LOT 22, N 89°14'18" E, A DISTANCE OF 164.58' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP; THENCE WITH LINE OF SIGNAL RIDGE, LP, S 00°45'42" E, A DISTANCE OF 100.00' TO A CALCULATED POINT, BEING THE SOUTHEAST CORNER OF LOT 19; THENCE S 89°14'18" W, A DISTANCE OF 164.59' TO A CALCULATED POINT, BEING THE SOUTHWEST CORNER OF LOT 19; THENCE WITH SAID RIGHT OF WAY LINE, N 00°49'20" W, A DISTANCE OF 7.02' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP; THENCE N 00°45'09" W, A DISTANCE OF 92.98' TO THE POINT OF BEGINNING, HAVING AN AREA OF 0.38 ACRES, BEING LOTS 19-22 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECHO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

Re: Petition for Contiguous Annexation
Petitioners: John Kinnaird and Herta G Suess Trust
File No. 25-97-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 _____ day of _____ 20_____.

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

Daniel Heyman, Deputy City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

SURVEY NOTES

1. THIS SURVEY SHALL NOT BE CONSIDERED A CERTIFICATION OF OWNERSHIP, ZONING, TITLE, OR GUARANTEE THAT THE SUBJECT IS FREE FROM ENCUMBRANCES.
2. ADJOINING PROPERTY OWNER INFORMATION TAKEN FROM THE HENDERSON COUNTY GIS WEBSITE AND DEEDS AND PLATS OF RECORD AS NOTED.
3. AREA SHOWN HEREON WAS COMPUTED BY THE COORDINATE METHOD.
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US FEET UNLESS OTHERWISE NOTED.
5. THIS PROPERTY IS LOCATED IN THE EXTRA TERRITORIAL JURISDICTION (ETJ) OF THE CITY OF HENDERSONVILLE AND IS ZONED R-15 & R-20 BY THE CITY OF HENDERSONVILLE (NOTED ON PLAT). YARD REQUIREMENTS: R-20, FRONT = 35', SIDE = 15', REAR = 20'. R-15, FRONT = 30', SIDE = 15', REAR = 15'. (SETBACKS NOT PLOTTED) NO ZONING LETTER OR REPORT PROVIDED TO SURVEYOR. *PLEASE REFER TO THE ZONING ORDINANCE FOR ALL REGULATIONS APPLICABLE TO THE SUBJECT PROPERTY.
6. BY GRAPHICAL LOCATION, PROPERTY IS SHOWN AS LYING OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM MAP NO. 370095790001, EFFECTIVE ANNUAL 10/2008.

7. THIS SURVEY IS SUBJECT TO ANY AND ALL UNDERGROUND UTILITIES THAT MAY EXIST. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED SOLELY ON ABOVE GROUND STRUCTURES AND APPURTENANCES. THIS SURVEYOR MAKES NO CERTIFICATION TO THE EXISTENCE/NON-EXISTENCE OF UNDERGROUND UTILITIES, STORAGE FACILITIES, OR OTHER UNDERGROUND STRUCTURES AND LINES. DIAL 811 BEFORE DIGGING.
8. ANY STREAMS, CREEKS, PONDS, LAKES, WETLANDS, ETC. LOCATED ON THIS PROPERTY, SHOWN OR NOT SHOWN HEREON, MAY BE SUBJECT TO BUFFER AREAS. IT IS THE OWNER/DEVELOPER'S RESPONSIBILITY TO HAVE THE AREAS DESIGNATED BY PROFESSIONALS AUTHORIZED BY THE PROPER AUTHORITIES TO MAKE THESE DETERMINATIONS.
9. THE PROVISIONS OF N.C.G.S. 47-30 SHALL NOT APPLY TO BOUNDARY PLATS OF AREAS ANNEXED BY MUNICIPALITIES, WHETHER OR NOT REQUIRED BY LAW TO BE RECORDED.
10. BOUNDARY LINES TAKEN FROM PREVIOUS PRELIMINARY SURVEYS FOR FIRST VICTORY, LLC. THE LATEST FIELD WORK PERFORMED 12/21/23. NO FIELD INSPECTIONS MADE AT THIS DATE.

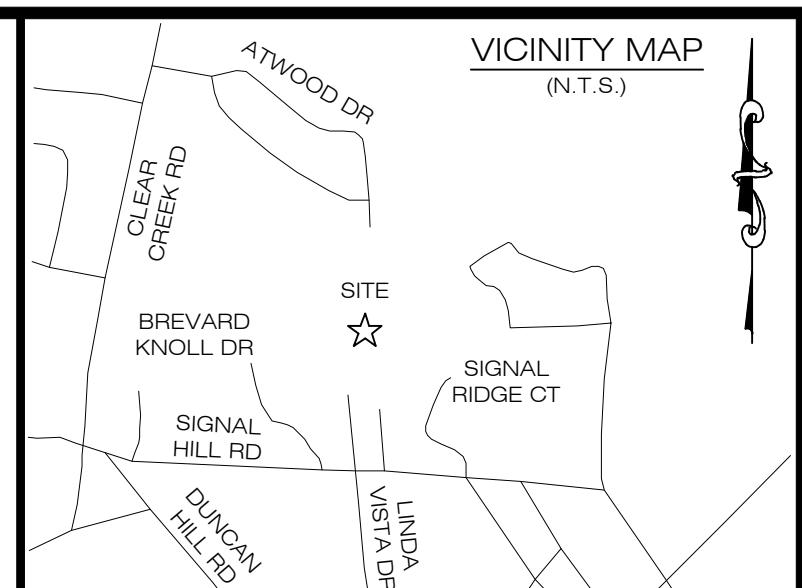
SYMBOL LEGEND:

- CALCULATED POINT
- EXISTING IRON REBAR (EIR)
- EXISTING IRON PIPE (EIP)
- EXISTING SPINDE (ES)
- EXISTING PLANTED STONE (EPS)
- EXISTING ANGLE IRON (EAI)
- NEW IRON REBAR W/ ID CAP (NIR)
- ▲ C.S.D. CONTROL POINT
- SANITARY SEWER MANHOLE (SMH)
- SANITARY SEWER CLEAN-OUT (CO)
- WATER METER (WM)
- △ UTILITY POLE
- UTILITY VALVE
- TELEPHONE PEDESTAL (TPED)
- HISTORIC LOT NUMBER

LINE LEGEND:

- SURVEYED BOUNDARY LINE
- ADJOINER'S DEED LINE (NOT SURVEYED)
- RIGHT-OF-WAY LINE
- SANITARY SEWER LINE
- SEWER EASEMENT LINE (APPROXIMATE)
- TIE LINE ONLY
- BRANCH
- OHU—OHU OVERHEAD UTILITY LINE
- CHAIN LINK FENCELINE
- BOARD FENCELINE
- BARBED-WIRE FENCELINE
- MARKED WATER LINE (APPROX.)

VICINITY MAP (N.T.S.)



ABBREVIATIONS:

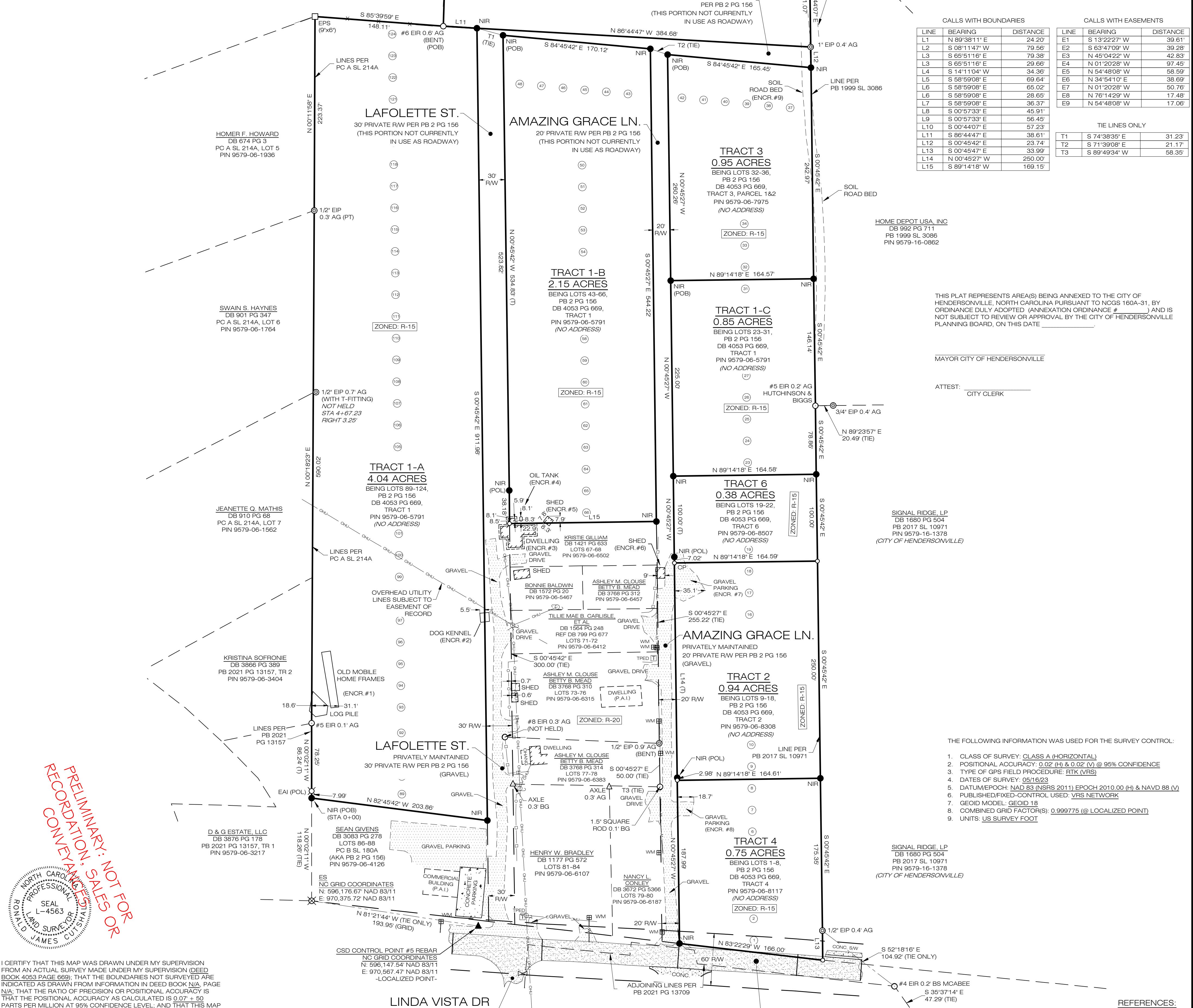
NTS... NOT TO SCALE
 (T)... TOTAL
 DB... DEED BOOK
 PG... PAGE
 PC... PLAT CABINET
 PB... PLAT BOOK
 SL... SLIDE
 PIN... PARCEL IDENTIFICATION NUMBER
 NAD... NORTH AMERICAN DATUM
 NAVD... NORTH AMERICAN VERTICAL DATUM
 NSRS... NATIONAL SPATIAL REFERENCE SYSTEM
 AG... ABOVE GRADE
 BG... BELOW GRADE
 R/W... RIGHT OF WAY
 ID... SURVEYOR'S IDENTIFICATION CAP
 POL... POINT ON LINE
 ENCR... APPARENT ENCROACHMENT
 PT... PINCHED TOP
 STA... STATION
 SW... SIDEWALK
 CONC... CONCRETE
 POL... POINT ON LINE
 POB... POINT OF BEGINNING
 P.A.I... DRAWN PER AERIAL IMAGERY
 O.T... OIL TANK

NO GRID NORTH
 NO GRID SOUTH
 NO GRID EAST
 NO GRID WEST

BOUNDARY SURVEY NOTES:

PLAT CABINET B SLIDE 180A IS THE BASIS OF THIS SURVEY. SAID PLAT DISTANCES SHOWN ARE APPROXIMATE. SIGNAL HILL ROAD IS 511'. EXCLUDING THE TWO 25' & 30' PLATTED RIGHTS OF WAY ON THE EAST AND WEST PERIMETER, AS SHOWN ON SAID PLAT, THE MEASURED FRONTAGE PER THIS SURVEY IS 591.98'. THE TOTAL GEOMETRY OF SAID PLAT DOES NOT FIT THE FOUND MONUMENTATION OF OUTSIDE PERIMETER. THIS SURVEY HOLDS THE LOCATION OF PERIMETER MONUMENTS FOUND. THIS SURVEY IS NOT TO CREATE THE TWO INTERIOR RIGHTS OF WAY (LAW LINES) OR THE AMAZING GRACE LN. (AUXILIARY) INTERIOR MONUMENTS FOUND. THE TWO 25' & 30' PLATTED RIGHTS OF WAY ON THE EAST AND WEST PERIMETER (AKA BREVARD AVE. & COLLEGE ST) ARE NOT INCLUDED ON THIS SURVEY AND ARE NOT USED AS ROADWAYS. SEEK LEGAL COUNSEL FOR RIGHTS OF OTHERS.

TOTAL AREA OF SURVEY
 13.73 ACRES
 (EXCLUDING RIGHTS OF WAY)



LYING AND BEING IN HENDERSONVILLE TOWNSHIP, HENDERSON COUNTY, NORTH CAROLINA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT 1-A

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHWEST CORNER OF LOT 89, PLAT BOOK 2 PAGE 156;

THENCE WITH THE EASTERN LINES OF PLAT BOOK 2021 PAGE 13157 THE FOLLOWING 4 CALLS & WITH THE WESTERN LINES OF LOTS 89 TO 124, PLAT BOOK 2 PAGE 156, N 00°02'11" E, A DISTANCE OF 7.99' TO AN EXISTING ANGLE IRON;

THENCE N 00°02'11" E, A DISTANCE OF 78.25' TO AN EXISTING #5 IRON REBAR;

THENCE N 00°18'23" E, A DISTANCE OF 590.02' TO AN EXISTING ½" IRON PIPE (PINCHED-TOP);

THENCE N 00°11'58" E, A DISTANCE OF 223.37' TO AN EXISTING PLANTED STONE (9"x6");

THENCE WITH THE LINE OF ANGELA M. LAMB & BARBED WIRE FENCE LINE, S 85°39'59" E, A DISTANCE OF 148.11' TO AN EXISTING #6 IRON REBAR (BENT);

THENCE S 86°44'47" E, A DISTANCE OF 38.61' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 124, PLAT BOOK 2 PAGE 156 AND IN THE WESTERN MARGIN OF THE 30' RIGHT OF WAY FOR THE PLATTED LAFOLETTE STREET (NORTHERN SECTION OF RIGHT OF WAY NOT CURRENTLY IN USE AS A ROADWAY);

THENCE WITH THE WESTERN MARGIN OF SAID 30' RIGHT OF WAY & THE EASTERN LINES OF SAID LOTS 124 TO 89, S 00°45'42" E, A DISTANCE OF 911.98' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP BEING THE SOUTHEAST CORNER OF LOT 89;

THENCE WITH SEAN GIVENS LINE AND NORTHERN LINE OF LOT 88, N 82°45'42" W, A DISTANCE OF 203.86' TO THE POINT OF BEGINNING, HAVING AN AREA OF 4.04 ACRES, BEING LOTS 89-124, PB 2 PG 156, DB 4053 PG 669, TRACT 1 AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 1-B

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 48 OF PLAT BOOK 2 PAGE 156 & BEING IN THE EASTERN MARGIN OF THE 30' RIGHT OF WAY FOR THE PLATTED LAFOLETTE STREET OF PLAT BOOK 2 PAGE 156, SAID POINT BEARS S 74°38'35" E 31.23' FROM THE NORTHEAST CORNER OF TRACT 1-A BEING THE NORTHEAST CORNER OF LOT 124 OF PLAT BOOK 2 PAGE 156;

THENCE WITH THE SOUTH MARGIN OF THE SOUTHERN MARGIN OF THE VARIABLE WIDTH RIGHT OF WAY FOR THE PLATTED ALLEN STREET OF PLAT BOOK 2 PAGE 156, S 84°45'42" E, A DISTANCE OF 170.12' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 43 OF PLAT BOOK 2 PAGE 156 & BEING IN THE WESTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;

THENCE WITH SAID MARGIN OF RIGHT OF WAY, S 00°45'27" E, A DISTANCE OF 544.22' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE WITH THE LINE OF KRISTIE GILLIAM, S 89°14'18" W, A DISTANCE OF 169.15' TO A CALCULATED POINT FALLING INSIDE A DWELLING MOSTLY ON THE PROPERTY OF KRISTIE GILLIAM;

THENCE WITH EASTERN MARGIN OF SAID LAFOLETTE STREET THE FOLLOWING 2 CALLS, N 00°21'58" W, A DISTANCE OF 38.18' TO NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE N 00°47'26" W, A DISTANCE OF 523.82' TO THE POINT OF BEGINNING, HAVING AN AREA OF 2.15 ACRES, BEING LOTS 43-66 PB 2 PG 156, DB 4053 PG 669 TRACT 1 AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 1-C

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 31 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;

THENCE WITH SAID LOT 31, N 89°14'18" E, A DISTANCE OF 164.57' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE WITH THE LINE OF HOME DEPOT USA, INC, S 00°45'42" E, A DISTANCE OF 146.14' TO AN EXISTING #5 IRON REBAR, CORNER TO SIGNAL RIDGE, LP;

THENCE WITH LINE OF SIGNAL RIDGE, LP, S 00°45'42" E, A DISTANCE OF 78.86' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHEAST CORNER OF LOT 23;

THENCE S 89°14'18" W, A DISTANCE OF 164.58' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHWEST CORNER OF LOT 23;

THENCE N 00°45'27" W, A DISTANCE OF 225.00' TO THE POINT OF BEGINNING,

HAVING AN AREA OF 0.85 ACRES, BEING LOTS 23-31 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 2

New legal description:

BEGINNING AT A CALCULATED POINT, BEING THE NORTHWEST CORNER OF LOT 18 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;

THENCE WITH SAID LOT 18, N 89°14'18" E, A DISTANCE OF 164.59' TO A CALCULATED POINT,

THENCE WITH LINE OF SIGNAL RIDGE, LP, S 00°45'42" E, A DISTANCE OF 250.00' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHEAST CORNER OF LOT 9 PLAT BOOK 2 PAGE 156;

THENCE WITH SAID LOT 9, S 89°14'18" W, A DISTANCE OF 164.61' TO A CALCULATED POINT;

THENCE N 00°45'27" W, PASSING A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP AT 2.98' FOR A TOTAL DISTANCE OF 250.00' TO THE POINT OF BEGINNING,

HAVING AN AREA OF 0.94 ACRES, HAVING AN AREA OF 0.85 ACRES, BEING LOTS 9-18 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 3

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 42 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR THE PLATTED AMAZING GRACE LANE & SOUTHERN MARGIN OF THE VARIABLE WIDTH RIGHT OF WAY FOR THE PLATTED ALLEN STREET OF PLAT BOOK 2 PAGE 156;

THENCE WITH SAID SOUTHERN MARGIN, S 84°45'42" E, A DISTANCE OF 165.45' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 37 OF PLAT BOOK 2 PAGE 156;

THENCE WITH THE LINE OF HOME DEPOT USA, INC, S 00°45'42" E, A DISTANCE OF 242.97' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE SOUTHEAST CORNER OF LOT 32;

THENCE WITH LOT 32, S 89°14'18" W, A DISTANCE OF 164.57' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE N 00°45'27" W, A DISTANCE OF 260.26' TO THE POINT OF BEGINNING,

HAVING AN AREA OF 0.95 ACRES, BEING LOTS 32-36 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 4

New legal description:

BEGINNING AT A CALCULATED POINT, BEING THE NORTHWEST CORNER OF LOT 8 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;

THENCE WITH SAID LOT 8, N 89°14'18" E, A DISTANCE OF 164.61' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE WITH THE LINE OF SIGNAL HILL, LP THE FOLLOWING 2 CALLS, S 00°45'42" E, A DISTANCE OF 175.35' TO AN EXISTING ½" IRON PIPE;

THENCE S 00°45'47" E, A DISTANCE OF 33.99' TO A CALCULATED POINT, BEING IN THE PAVING OF SIGNAL HILL ROAD (SR 1508) & BEING THE SOUTHEAST CORNER OF LOT 1;

THENCE N 83°22'29" W, A DISTANCE OF 166.00' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP BEING IN THE SAID EASTERN RIGHT OF WAY FOR AMAZING GRACE LANE;

THENCE WITH SAID RIGHT OF WAY, N 00°45'27" W, A DISTANCE OF 187.99' TO THE POINT OF BEGINNING,

HAVING AN AREA OF 0.75 ACRES, BEING LOTS 1-8 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.

TRACT 5

New legal description:

BEGINNING AT AN EXISTING #6 IRON REBAR (BENT) IN THE NORTHERN LINE OF LOT 124, PLAT BOOK 2 PAGE 156,

THENCE WITH THE LINE OF ANGELA M. LAMB FOR THE FOLLOWING 2 CALLS, N 01°46'19" E, A DISTANCE OF 398.52' TO AN EXISTING #5 IRON REBAR, MARKING A STREAMBANK MAINTENACE EASEMENT (PLAT BOOK 2018 SLIDE 11488);

THENCE N 01°44'57" E, A DISTANCE OF 146.69' TO A CALCULATED POINT IN OR NEAR CHERRY BRANCH, IN THE SOUTHERN LINE OF PLAT CABINET C SLIDE 285A;

THENCE WITH THE SOUTHERN LINES OF LOTS 12, 13, & 14 OF PLAT CABINET C SLIDE 285A & GENERALLY WITH CHERRY BRANCH THE FOLLOWING 8 CALLS, N 89°38'11" E, A DISTANCE OF 24.20' TO A CALCULATED POINT;

THENCE S 08°11'47" W, A DISTANCE OF 79.56' TO A CALCULATED POINT;

THENCE S 65°51'16" E, A DISTANCE OF 29.66' TO A CALCULATED POINT;

THENCE S 65°45'06" E, A DISTANCE OF 279.64' TO A CALCULATED POINT;

THENCE S 14°11'04" W, A DISTANCE OF 34.36' TO A CALCULATED POINT;

THENCE S 58°59'08" E, A DISTANCE OF 69.64' TO A CALCULATED POINT MARKING A CORNER OF A STREAMBANK MAINTENACE EASEMENT (PLAT BOOK 2018 SLIDE 11488);

THENCE WITH SAID EASEMENT THE FOLLOWING 2 CALLS, S 58°59'08" E, A DISTANCE OF 28.65' TO A CALCULATED POINT;

THENCE S 58°59'08" E, A DISTANCE OF 36.57' TO A CALCULATED POINT;

THENCE WITH THE LINE OF CAROLINA VILLAGE, LLC , S 00°57'33" E, A DISTANCE OF 45.91', CROSSING A PUBLIC SEWER LINE AND 30' SEWER EASEMENT, TO AN EXISTING #5 IRON REBAR;

THENCE S 00°57'33" E, A DISTANCE OF 56.45' TO AN EXISTING 2" ANGLE IRON, CORNER OF HIGHLAND INVESTORS LIMTED PARTERNSHIP;

THENCE WITH THE LINE OF HOME DEPOT USA, INC., S 00°44'07" E, A DISTANCE OF 57.23' TO A CALCULATED POINT, MARKING THE SOUTHERN POINT OF SAID DRAINAGE EASEMENT;

THENCE S 00°44'07" E, A DISTANCE OF 101.07' TO AN EXISTING 1" IRON PIPE, IN THE NORTHERN MARGIN OF A PLATTED RIGHT OF WAY FOR ALLEN STREET, PLAT BOOK 2 PAGE 156,

THENCE WITH SAID MARGIN OF RIGHT OF WAY, N 86°44'47" W, A DISTANCE OF 384.68' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHEAST CORNER OF LOT 124, PLAT BOOK 2 PAGE 156;

THENCE N 86°42'21" W, A DISTANCE OF 38.60' TO THE POINT OF BEGINNING,

HAVING AN AREA OF 3.67 ACRES, BEING DEED BOOK 4053 PAGE 669 TRACT 5, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563. SEE PLAT BOOK 2018 SLIDE 11488 FOR STREAMBANK MAINTENACE EASEMENTS & PLAT BOOK 1999 SLIDE 3086 FOR PERMANENT DRAINAGE EASEMENT ENCUMBERING THIS TRACT.

TRACT 6

New legal description:

BEGINNING AT A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP, BEING THE NORTHWEST CORNER OF LOT 22 & BEING IN THE EASTERN MARGIN OF THE 20' RIGHT OF WAY FOR AMAZING GRACE LANE OF PLAT BOOK 2 PAGE 156;

THENCE WITH LINE OF LOT 22, N 89°14'18" E, A DISTANCE OF 164.58' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

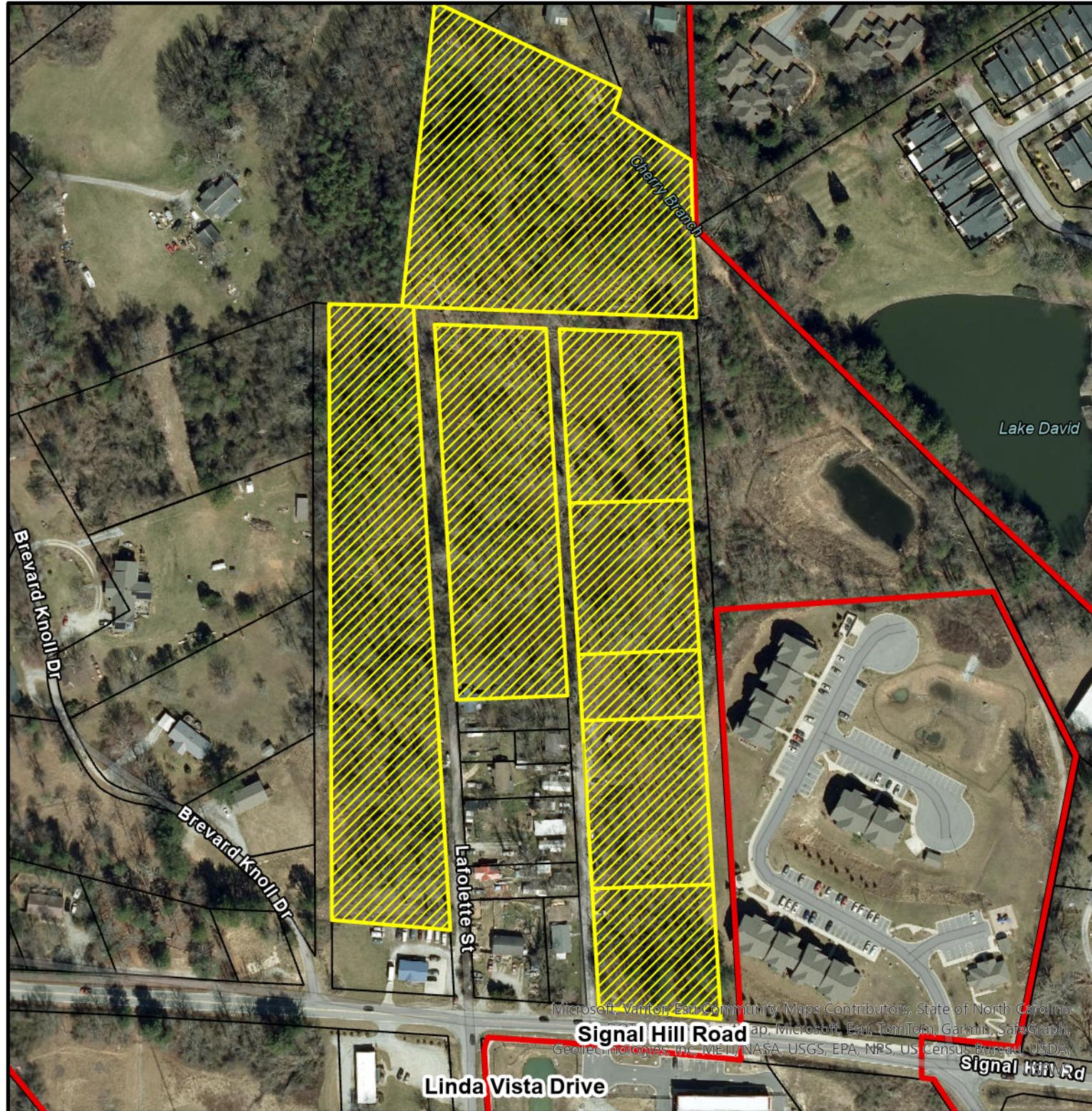
THENCE WITH LINE OF SIGNAL RIDGE, LP, S 00°45'42" E, A DISTANCE OF 100.00' TO A CALCULATED POINT, BEING THE SOUTHEAST CORNER OF LOT 19;

THENCE S 89°14'18" W, A DISTANCE OF 164.59' TO A CALCULATED POINT, BEING THE SOUTHWEST CORNER OF LOT 19;

THENCE WITH SAID RIGHT OF WAY LINE, N 00°49'20" W, A DISTANCE OF 7.02' TO A NEW #5 IRON REBAR WITH COLE IDENTIFICATION CAP;

THENCE N 00°45'09" W, A DISTANCE OF 92.98' TO THE POINT OF BEGINNING,

HAVING AN AREA OF 0.38 ACRES, BEING LOTS 19-22 PB 2 PG 156, DB 4053 PG 669 TRACT 1, AS SHOWN ON SURVEY FOR TECNO FUNDING, LLC BY RONALD J. CUTSHALL, PLS 4563.



0 85 170 340 N
Feet Section 5, Item J.
City of Hendersonville S

Signal Hill Annexation

25-97-ANX

PINs: 9579-07-6259, 9579-06-7975,
9579-06-7975, 9579-06-5791,
9579-06-8507, 9579-06-8308, and
9579-06-8117

Acreage: 13.73 acres
Contiguous Annexation
Community Development Department

 Hendersonville City Limits
 Subect Property

Microsoft, Vanitory Esri Community Maps Contributors, State of North Carolina
Map, Microsoft, Esri, TomTom, Garmin, SafeGraph,
Geotecnologies, Inc., MET, NASA, USGS, EPA, NPS, US Census Bureau, USDA

Linda Vista Drive

Signal Hill Rd

WORKSPACE INFORMATION

Application number 25-97-ANX	Category Annexation	Workspace state Application complete
Workspace created 12/02/2025, 10:44:31AM EST	Application submitted 12/17/2025, 2:00:21PM EST	
Assignee Sam Hayes	Package generation date 01/28/2026, 11:12:17 AM EST	

LOCATION INFORMATION

Address 0 NO ADDRESS ASSIGNED, Hendersonville, NC9579068117,	Property information
------------------------------------------------------------------------	-----------------------------

PARTIES

NAME AND COMPANY	CONTACT DETAILS	ROLES
John Kinnaird	[REDACTED]	Applicant
HERTA G SUESS TRUST;SUESS, HERITA G TRUSTEE	[REDACTED]	Property owner

TABLE OF CONTENTS

Section 5, Item J.

Cover page	1
Table of contents	2
Annexation Petition	3
Zoning-Applicant (Developer) Company Information	4
Zoning-Property Owner Company Information	5
Attachments	6
Messages	7



Annexation Petition

Section 5, Item J.

Property Information		
Property Address No address	Parcel Identification Number (PIN) 9579068117	
Does this property currently adjoin the present corporate City limits (not satellite limits)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is the property within the City's Extra Territorial Jurisdiction? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Reason for Annexation: Utilities		



Zoning-Applicant (Developer) Company Information

Section 5, Item J.

Applicant (Developer) Company Information

Authorized Representative Name: John Kinnaird	Company Name (if applicable, check corresponding box below) Three Notch Group
Company Type: <input checked="" type="checkbox"/> Corporation: <input type="checkbox"/> Limited Liability Company: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other:	If other:
Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)	



Zoning-Property Owner Company Information

Section 5, Item J.

Property Owner Company Information (if different from Applicant)

Authorized Representative Name: Travis Fowler	Company Name (if applicable, check corresponding box below) Signal Hill
Company Type: <input type="checkbox"/> Corporation: <input type="checkbox"/> Limited Liability Company: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other:	If other:
Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)	

ATTACHMENTS

Section 5, Item J.

This section includes relevant information about the various attachments that have been uploaded to the workspaces or that have been generated as part of the workspace. The actual files are not included in this pdf. Refer to other folders within the downloaded file to view the actual files.

Phase: Application
Uploaded on: 12/02/2025, 10:48:42 AM EST
Attachment type(s): Annexation Survey Plat

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	12/02/2025, 10:48:42 AM EST	23-037_ANNEXATION PLAT-PRELIM_11-21-25 (Original).pdf, 23-037_ANNEXATION PLAT-PRELIM_11-21-25.pdf	application/pdf

Phase: Application
Uploaded on: 12/02/2025, 10:48:53 AM EST
Attachment type(s): Deed

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	12/02/2025, 10:48:53 AM EST	2025_12_02_10_42_2218278455_doc_214441 (Original).pdf, 2025_12_02_10_42_2218278455_doc_214441.pdf	application/pdf

Phase: Application
Uploaded on: 12/02/2025, 10:49:26 AM EST
Attachment type(s): Typed Metes and Bounds Description (in Word Format)

VERSIONS

VERSION	UPLOADED ON	FILENAME(S)	MEDIA TYPE
1	12/02/2025, 10:49:26 AM EST	2025_12_02_10_42_2218278455_doc_214441 (Original)_2.pdf, 2025_12_02_10_42_2218278455_doc_214441_2.pdf	application/pdf

MESSAGES

Application

Public conversation

John Kinnaird, 12/17/2025, 1:37:51 PM EST

Test Message

Public conversation

travis fowler, 12/17/2025, 1:39:50 PM EST

Is this the application?

Public conversation

Sam Hayes (Authority), 12/17/2025, 1:47:36 PM EST

John, you should be able to go into the application and upload the authorization letter from the Herta G Suess Trust on the sign off section. Once this occurs, you can submit the annexation petition.



CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT

100 N. King St. ~ Hendersonville, NC ~ 28792

Phone (828) 697-3010 ~ Fax (828) 697-6185

www.hendersonvillenc.gov

PETITION REQUESTING ANNEXATION

The following are required to constitute a complete application for voluntary annexation:

- ~This form including the property owner's signature
- ~A copy of the deed indicating ownership of the property.
- ~An annexation plat of the property prepared by a registered surveyor licensed to practice in the state of North Carolina.
- ~A typed boundary description of the property

Date

Location / Property Address

List 10 digit PIN or 7 digit PID number

Does this property adjoin the present City Limits? YES NO

Is the property within the ETJ? YES NO

Reason for annexation

Applicant Name

Address

Phone Fax Email

Property Owner: Name

Address

Signature 

Printed Name

Official Use:

DATE RECEIVED: _____ BY _____

Henderson County, North Carolina
William Lee King, Register of Deeds

Tax: \$1,850.00

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$1,850.00

Return after recording to: Donald E. Jordan

Brief description for the Index: 6 Tracts, Signal Hill Road

This Deed was prepared by: Donald E. Jordan, Attorney at Law

This property does not include the primary residence of Grantor

This DEED is made this 7th day of June, 2023, by and between:

GRANTOR:

**BARBARA L. WHITE, individually and as Trustee of the
Barbara L. White Living Trust dated May 2, 2019
(see Exhibit B for Trust Certification),
joined by her Husband,**

JOHN DANIEL WHITE

Grantor's Address:

3215 Colonial Drive, Aiken, SC 29801

GRANTEE:

**HERTA G. SUESS, Trustee of the
Herta G. Suess Trust**

Grantee's Address:

17187 Gulf Pine Circle, Wellington, FL 33414

The designation Grantor and Grantee in this Deed shall include the parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

The Grantor, for a valuable consideration paid by the Grantee (the receipt of which is acknowledged) grants, bargains, sells and conveys to the Grantee in fee simple, all of the lot or parcel of land located in Hendersonville Township, Henderson County, North Carolina, and as is described in the attached Exhibit A. This is all of the same property acquired by Grantor by Deed recorded in Book 3163, Page 577 and a portion of the same property acquired by Grantor by Deed recorded in Book 3347, Page 406, Henderson County Registry. This conveyance is made subject to easements and rights of way of record, to any covenants of record, and to real property taxes for the current year.

Submitted electronically by "Donald E. Jordan"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Henderson County Register of Deeds.

THIS CONVEYANCE IS MADE FOR THE GRANTEE TO HAVE AND TO HOLD the Property and all privileges and appurtenances belonging to the Property in fee simple.

The Grantor covenants with the Grantee that Grantor is seized of the Property in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons, subject only to the stated exceptions.

Grantor is signing this Deed as of the date specified above.



Barbara L. White, Trustee of the
Barbara L. White Living Trust
dated May 2, 2019



Barbara L. White



John Daniel White

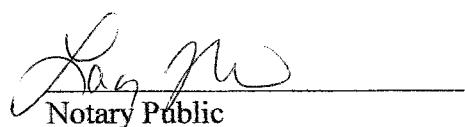
STATE OF SOUTH CAROLINA

COUNTY OF Aiken

I, Lacey Jordan, a Notary Public of the specified County and State, certify that Barbara L. White, individually and as Trustee of the Barbara L. White Living Trust dated May 2, 2019, and John Daniel White personally appeared before me this day and acknowledged the voluntary execution of this Deed.

Witness my hand and official stamp or seal, this 8th day of June, 2023.

My commission expires: 2/11/2029


Notary Public

[Notary Stamp/Seal Here]

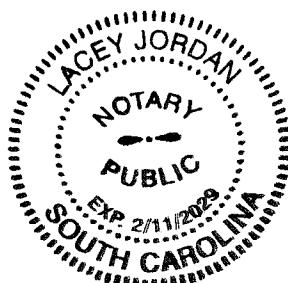


EXHIBIT A - LEGAL DESCRIPTION
(Page 1 of 3)

TRACT ONE:

HENDERSON COUNTY, NC TAX PARCEL #993369
PIN: 9579-06-5791

BEING a part of TRACT ONE as shown and described in deed from Boyd Leon Hyder, Janice Laverne Hyder, Marie C. Hyder, and Gregory Allen "Doc" Hyder to Lucille H. Terry by recorded in Deed Book 777 at Page 676 of the Registry for Henderson County, North Carolina.

Also being part of the Fifth Tract in that deed to Clay Hyder recorded in Deed Book 236 at Page 216, Henderson County Registry.

Further being all of LOTS 23-31, 43-66 and 89-124 of the Property of H.D. Hyder as shown on plat recorded at Plat Book 2 at Page 156 (now Plat Cabinet B at Page 180A), of the Registry for Henderson County, North Carolina.

TRACT TWO:

HENDERSON COUNTY, NC TAX PARCEL #9945018
PIN: 9579-06-8308

BEING all remaining property of TRACT ONE as shown and described in deed from Boyd Leon Hyder, Janice Laverne Hyder, Marie C. Hyder, and Gregory Allen "Doc" Hyder to Lucille H. Terry by recorded in Deed Book 777 at Page 676 of the Registry for Henderson County, North Carolina.

Also being the remaining part of Fifth Tract in that deed to Clay Hyder recorded in Deed Book 236 at Page 216, Henderson County Registry.

Further being all of LOTS 9-18 of the Property of H.D. Hyder as shown on plat recorded at Plat Book 2 at Page 156 (now Plat Cabinet B at Page 180A), of the Registry for Henderson County, North Carolina.

EXHIBIT A - LEGAL DESCRIPTION
(Page 2 of 3)

TRACT THREE:

HENDERSON COUNTY, NC TAX PARCEL #106364
PIN: 9579-06-7975

Parcel No. 1:

BEGINNING at a stake on Hyder Street and running with said Hyder Street, North 4 deg. West 125 feet to a stake; thence North 86 deg. West 180 feet to a stake; thence South 10 deg. East 125 feet to a stake; thence South 86 deg. East 180 feet to the BEGINNING. BEING Lot Nos. 32, 33, 34, 35 and 36 of the H. D. Hyder Subdivision of the W. H. Hawkins land as per plat recorded in Plat Book 2 at Page 156 (now Plat Cabinet Bat Page 180A), of the Record of Plats of Henderson County, North Carolina.

Parcel No. 2:

BEING Lot Nos. 37, 38, 39, 40, 41 and 42 of the H. D. Hyder Subdivision of the W. H. Hawkins land as shown by plat of same recorded in Book 2, Page 156 of the Record of Plats for Henderson County, North Carolina.

Parcel No. 1 and Parcel No. 2 being that same property conveyed to Clay Hyder and wife, Grace Allen Hyder, by deed recorded in Deed Book 367 at Page 501 of the Registry for Henderson County, North Carolina.

TRACT FOUR:

HENDERSON COUNTY, NC TAX PARCEL #9945019
PIN: 9579-06-8117

BEING all of Lots 1, 2, 3, 4, 5, 6, 7 and 8 of the H. D. Hyder Subdivision as more fully described at Plat Book 2, Page 156 (now Plat Cabinet Bat Slide 180A) and Deed Book 777, Page 99, Henderson County Registry.

BEING Tract Seven of that deed from Boyd Leon Hyder, Janice Laverne Hyder, Marie C. Hyder, and Gregory Allen "Doc" Hyder to Lucille H. Terry by recorded in Deed Book 777 at Page 676 of the Registry for Henderson County, North Carolina, and being all that property described in deed to Clay Hyder recorded in Deed Book 777 at Page 99 of the Registry for Henderson County, North Carolina.

EXHIBIT A - LEGAL DESCRIPTION
(Page 3 of 3)

TRACT FIVE:

HENDERSON COUNTY, NC TAX PARCEL #107483
PIN: 9579-07-6259

BEING all that property shown and described in deed from Ola Grace Hyder, widow, to Lucille Hyder Logan, by deed recorded in Deed Book 572 at Page 705, Henderson County Registry, and being that same property described in deed from Henderson County to Clay Hyder and wife, Ola Grace Hyder, dated August 21, 1956, and recorded in Deed Book 354 at Page 82, Henderson County Registry.

TRACT SIX:

HENDERSON COUNTY, NC TAX PARCEL #109226
PIN: 9579-06-8507

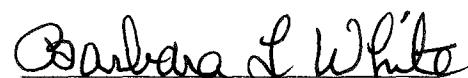
Lots 19, 20, 21 and 22 of the Hyder Subdivision as shown on plat recorded in Plat Book 2, Page 156 (now Plat cabinet B at Slide 180-A) in the office of the Register of Deeds for Henderson County, North Carolina, reference to which is hereby made for full description.

BEING that same property conveyed by Thomas E. Lee, Jr. And wife, Ruth P. Lee to Thomas E. Lee, III and wife, Mischa H. Lee by deed recorded February 11, 1987 in Deed Book 693 at Page 225, Henderson County Registry, and that same property conveyed by Mischa Hill Davis (formerly married to Thomas E. Lee III) and husband, James Thomas Davis, to Thomas E. Lee, III by deed recorded April 2, 2002 in Deed Book 1095 at Page 141 of the Registry for Henderson County, North Carolina.

EXHIBIT B - TRUST CERTIFICATION

Pursuant to NCGS §36C-10-1013 and related Trust laws, Grantor makes the following certifications with respect to the Barbara L. White Living Trust dated May 2, 2019:

1. The Trust has not been revoked or modified in any way which would make these certifications incorrect, and it remains in full force and effect.
2. Barbara L. White is the Settlor of the Trust and is acting as the sole Trustee. The Trust can be amended or revoked at any time by the Settlor.
3. The Trust provides the Trustee with the power to sell and convey the real property conveyed by this Deed.
4. The taxpayer identification number for the Trust will be made available to appropriate parties upon request.



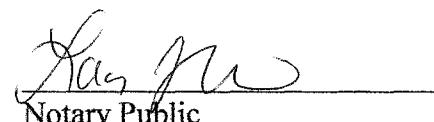
Barbara L. White, Trustee of the
Barbara L. White Living Trust
dated May 2, 2019

STATE OF SOUTH CAROLINA
COUNTY OF Aiken

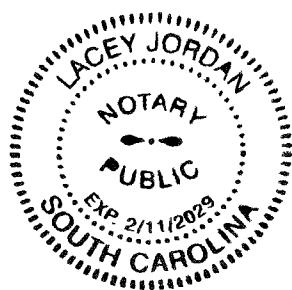
I, Lacey Jordan, a Notary Public of the specified County and State, certify that Barbara L. White, as Trustee of the Barbara L. White Living Trust dated May 2, 2019, personally appeared before me this day and, after being duly sworn, swore or affirmed that the contents of the foregoing are true and correct.

Witness my hand and official stamp or seal, this 8 day of June, 2023.

My commission expires: 2/11/2029


Notary Public

[Notary Stamp/Seal Here]





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Richard Shook

MEETING DATE: 02/05/2026

AGENDA SECTION: Consent

DEPARTMENT: Engineering

TITLE OF ITEM: Cherry and Beech St Sidewalks Change Order 1 – *Richard Shook, Civil Engineer III*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution Authorizing the City Manager to Approve Change Order 1 for the Cherry and Beech St Sidewalks Project* for \$54,409.66.

SUMMARY:

The City of Hendersonville awarded the contract for Cherry and Beech St Sidewalks Construction on April 03, 2025, to Trace and Company who was the lowest bidder. The amount of this contract was \$303,338.50. There have not been previously approved change orders.

Change Order 1 includes additional compacted ABC stone, asphalt pavement, stormwater pipe, and other quantity overages necessary to complete the scope of the work. The cost of Change Order 1 is \$54,409.66 and will bring the total contract amount to \$357,748.16.

BUDGET IMPACT: \$0

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

If no, describe how it will be funded

ATTACHMENTS:

Proposed Change Order 1

Resolution #R-XXXXX

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO APPROVE A CHANGE ORDER FOR THE CITY
CHERRY AND BEECH ST SIDEWALKS PROJECT**

WHEREAS, the City of Hendersonville, North Carolina awarded a contract to Trace and Company for the Cherry and Beech St Sidewalks Project; and

WHEREAS, the City Council previously authorized the City Manager to approve change orders up to a cumulative total of 10% of the original contract amount of \$303,338.50; and

WHEREAS, the City Engineer therefore recommends that the City Manager be authorized to approve Change Order 1 for the construction of the Cherry and Beech St Sidewalks Project.

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

1. The City Manager is authorized to execute a change order to the contract for the construction of the Cherry and Beech St Sidewalks to Trace and Company in the amount of \$54,409.66 which includes additional compacted ABC stone, asphalt pavement, stormwater pipe, and other quantity overages necessary to complete the scope of the work..

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of February 2026.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

TRACE & COMPANY

“Excavation & Paving Contractors”

POST OFFICE BOX 1028

163 MOUNTAIN ROAD

MOUNTAIN HOME, NORTH CAROLINA 28758

TELEPHONE: (828) 692-5664 • FASCIMILE: (828) 693-9499

December 22,2025

Richard Shook, PE
City of Hendersonville
305 Williams St.
Hendersonville, NC 28792
Email: rshook@hvlnc.gov

RE: Cherry and Beech Street Sidewalks Project # 18017
Contract Total Price Increase

Richard,

Upon completion of Pay Application #5 for the above-mentioned project, the project has a total completed of \$357,748.16. The original contract price was \$303,338.50. Due to additional work and estimated contract quantity overruns there has been an increase of \$54,409.66 to be added to the contract. This does not include any striping or new traffic signs for the project or any additional request for work to be done in the future.

Thank you,
Chris Terry
Trace and Company

CHANGE ORDER NO.: 1

Owner:	City of Hendersonville	Owner's Project No.:	18017
Engineer:	City of Hendersonville	Engineer's Project No.:	18017
Contractor:	Trace and Company	Contractor's Project No.:	
Project:	Cherry and Beech St Sidewalk Construction		
Contract Name:	Cherry and Beech St Sidewalk Construction		
Date Issued:	02/06/2026	Effective Date of Change Order:	02/09/2026

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

Description:

This change order includes additional compacted ABC stone, asphalt pavement, stormwater pipe, and other quantities necessary to complete the scope of the work.

Attachments:

See the attached letter from Trace and Company.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 303,338.50	Original Contract Times: Substantial Completion: November 20, 2025 Ready for final payment: January 4, 2025
Increase from previously approved Change Orders: \$ 0.00	Increase from previously approved Change Orders: Substantial Completion: n/a Ready for final payment: n/a
Contract Price prior to this Change Order: \$ 303,338.50	Contract Times prior to this Change Order: Substantial Completion: November 20, 2025 Ready for final payment: January 4, 2025
Increase this Change Order: \$ 54,409.66	Increase this Change Order: Substantial Completion: 90 Ready for final payment: 90
Contract Price incorporating this Change Order: \$ 357,748.16	Contract Times with all approved Change Orders: Substantial Completion: February 18, 2026 Ready for final payment: April 4, 2026

Recommended by Engineer

Authorized by Owner

By: _____

Title: _____

Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Richard Shook

MEETING DATE: 02/05/2026

AGENDA SECTION: Consent

DEPARTMENT: Engineering

TITLE OF ITEM: Patton & Whitmire Concept Design– *Richard Shook, Civil Engineer III*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution Authorizing the City Manager to Approve Contract Amendment 2 for the Patton Park and Pool & Whitmire Activity Center Conceptual Design*. for \$15,000.00.

SUMMARY:

The City of Hendersonville authorized the City Manager to negotiate and enter into a contract with CPL Architects and Engineers for conceptual design of Patton Park and Pool & Whitmire Activity Center on February 12, 2025. The amount of this contract was \$242,106.00. There has been one previously approved contract amendment:

- Contract Amendment 1: \$13,500.00

Additional professional services included two additional rendered site designs that were needed to explore city funding options, along with two additional site narratives to prepare options for FEMA funding. Additional architectural coordination efforts were required as well to allow for these new options. The additional building and site options were vital to the design of the project to determine what level of demolition, repair, and redesign could be afforded under certain flooding assistance programs.

Approved on 09/10/2025

Contract Amendment 2 includes compiling and categorizing assessment research and letters for each site outlining the replacement needs for each for FEMA review and funding. This task was not included in the original scope of the project and was necessary in this design process to allow for review and future allocation of funding from FEMA for both sites. The total cost of Contract amendment 2 is \$15,000.00 and will bring the total contract amount to \$270,606.00

BUDGET IMPACT: \$0

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

If no, describe how it will be funded

ATTACHMENTS:

Executed Contract Amendment 1
Proposed Contract Amendment 2

Resolution #R-XXXXX

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO APPROVE A CONTRACT AMENDMENT FOR
THE CONCEPT DESIGN OF PATTON AND WHITMIRE**

WHEREAS, the City of Hendersonville, North Carolina awarded a contract to CPL Architects and Engineering for the concept level design of Patton Park and Pool & Whitmire Activity Center; and

WHEREAS, the City Council previously authorized the City Manager to approve contract amendments up to a cumulative total of 10% of the original contract amount of \$242,106.00; and

WHEREAS, The City Manager has previously approved one contract amendments with a cumulative total of \$13,500.00.

WHEREAS, the City Engineer therefore recommends that the City Manager be authorized to approve Contract Amendment 2 for the concept design of the Patton Park and Pol & Whitmire Activity Center.

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

1. The City Manager is authorized to execute a contract amendment for additional professional services related to the concept design of the Patton Park and Pool & Whitmire Activity Center with CPL Architects and Engineers in the amount of \$15,000.00 which includes categorized assessment research and letters for each site outlining the replacement needs for each for FEMA review and funding.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of February, 2026.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

January 12th, 2026

Via Email

Mr. Richard Shook, Project Manager (rshook@hvlnc.gov)
305 Williams Street
Hendersonville, NC 28792

**RE: Contract Amendment 002 – Additional Design Services
City of Hendersonville – Patton Park and Pool & Whitmire Activity Center and Toms Park**
Hendersonville, NC

Mr. Richard Shook:

Thank you for allowing CPL to provide professional Architectural and Engineering services for the Patton Park and Pool and Whitmire Activity Center with Toms Park (“the Project”) located at 114 E. Clairmont Dr and 310 Lily Pond Rd, respectively.

Our initial scope for the project included three (3) conceptual floor plan options per site. During the design process two additional building designs options (one per site) were needed to explore city funding options, along with two additional architectural narratives to prepare options for FEMA funding. The additional building and site options were vital to the design of the project to determine what level of demolition, repair, and redesign could be afforded under certain flooding assistance programs.

In addition, CPL compiled and categorized assessment research and letters for each site outlining the replacement needs for each for FEMA review and funding. This task was not included in the original scope of the project and was necessary in this design process to allow for review and future allocation of funding from FEMA for both sites.

We therefore respectfully request an increase in our professional services fee in the amount of **\$15,000** which includes the additional efforts as summarized on the following page.



Contract Amendment 001 – Additional Design Services
 Patton Park and Pool & Whitmire Activity Center and Tom's Park

City of Hendersonville
 January 12th, 2026
 Page 2 of 2

Description	Original Fee	Proposed Additional Service Fee Amendment 001	Proposed Additional Service Fee Amendment 002
Existing Facilities Assessment	\$20,462		
FEMA Support	\$0		\$10,000
Matterport Scan	\$6,156		
Community Engagement	\$22,381		
Programming & Conceptual Design	\$88,342	\$2000	\$5,000
Opinion of Probable Cost	\$19,500		
Final Preparation and Presentation	\$10,765		
WTI Pool Fee	\$42,500		
WR Civil Fee	\$32,000	\$11,500	
Total Original Cost	\$242,106		
Total Additional Services		\$13,500	\$15,000
New Total Fee			\$270,606

If you have any questions or require further information, please let us know. We look forward to the successful completion of this very important project.

Sincerely,
CPL

Katie Feler, AIA
 Project Manager


AIA® Document G802® – 2017
Amendment to the Professional Services Agreement

PROJECT: (name and address)
Hendersonville_Patton Park &
Whitmire Activity Ctr

AGREEMENT INFORMATION:
Date:
4.17.25; City of Hendersonville
Contract for Professional
Architectural and Engineering
Services

AMENDMENT INFORMATION:
Amendment Number:
001

Date:
09-10-2025

OWNER: (name and address)
City of Hendersonville
Hendersonville, NC

ARCHITECT: (name and address)
CPL Architects & Engineers, PC
Charlotte, NC

The Owner and Architect amend the Agreement as follows:
Please refer to Proposal dated September 3, 2025 for scope adjustment.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Please refer to Proposal dated September 3, 2025 for fee adjustment.

Schedule Adjustment:
Please refer to Proposal dated September 3, 2025.



ARCHITECT (Signature)

BY: CPL Architects Engineers

(Printed name, title, and license number if required)

09/10/2025

Date



OWNER (Signature)

BY: City of Hendersonville

(Printed name and title)

09/11/2025

Date



September 3rd, 2025

Via Email

Mr. Richard Shook, Project Manager (rshook@hvlnc.gov)
305 Williams Street
Hendersonville, NC 28792

**RE: Contract Amendment 001 – Additional Design Services
City of Hendersonville – Patton Park and Pool & Whitmire Activity Center and Toms Park**

Hendersonville, NC

Mr. Richard Shook:

Thank you for allowing CPL to provide professional Architectural and Engineering services for the Patton Park and Pool and Whitmire Activity Center with Toms Park ("the Project") located at 114 E. Clairmont Dr and 310 Lily Pond Rd, respectively.

Our initial scope for the project included two (2) rendered site plan designs. During the design process two additional rendered site designs were needed to explore city funding options, along with two additional site narratives to prepare options for FEMA funding. Additional architectural coordination efforts were required as well to allow for these new options. The additional building and site options were vital to the design of the project to determine what level of demolition, repair, and redesign could be afforded under certain flooding assistance programs.

We therefore respectfully request an increase in our professional services fee in the amount of **\$13,500** which includes the additional effort plus coordination as summarized on the following page.



Contract Amendment 001 – Additional Design Services
 Patton Park and Pool & Whitmire Activity Center and Tom's Park
 City of Hendersonville
 September 3rd, 2025
 Page 2 of 2

Description	Original Fee	Proposed Additional Service Fee
Existing Facilities Assessment	\$20,462	
Matterport Scan	\$6,156	
Community Engagement	\$22,381	
Programming & Conceptual Design	\$88,342	\$2000
Opinion of Probable Cost	\$19,500	
Final Preparation and Presentation	\$10,765	
WTI Pool Fee	\$42,500	
WR Civil Fee	\$32,000	\$11,500
Total Original Cost	\$242,106	
Total Additional Services		\$13,500
New Total Fee		\$255,606

If you have any questions or require further information, please let us know. We look forward to the successful completion of this very important project.

Sincerely,
CPL

Katie Feler, AIA
 Project Manager

Hendersonville_G802 Amend Prof Svcs_1

Final Audit Report

2025-09-11

Created:	2025-09-10
By:	Richard Shook (rshook@hvlnc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFeI1biaovHKOnhShwg6uPH1Ar-ZcnE2L

"Hendersonville_G802 Amend Prof Svcs_1" History

-  Document created by Richard Shook (rshook@hvlnc.gov)
2025-09-10 - 6:02:34 PM GMT
-  Document emailed to John Connet (jconnet@hvlnc.gov) for signature
2025-09-10 - 6:03:57 PM GMT
-  Email viewed by John Connet (jconnet@hvlnc.gov)
2025-09-11 - 6:51:16 PM GMT
-  Document e-signed by John Connet (jconnet@hvlnc.gov)
Signature Date: 2025-09-11 - 6:51:28 PM GMT - Time Source: server
-  Agreement completed.
2025-09-11 - 6:51:28 PM GMT



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Justin Ward, Fire Chief

MEETING DATE: February 5th, 2026

AGENDA SECTION: Presentation

DEPARTMENT: Fire

TITLE OF ITEM: Consideration of Fire Apparatus Purchase – *Justin Ward, Fire Chief*

SUGGESTED MOTION(S):

I move City Council adopt amendment 02052026-03, increasing project #25010's budget by \$790,000 to a total of \$1,640,000 for the acquisition of a Quint Apparatus to replace Fire Engine 9-5

SUMMARY:

I move City Council adopt amendment 02052026-03, increasing project #25010's budget by \$790,000 to a total of \$1,640,000 for the acquisition of a Quint Apparatus to replace Fire Engine 9-5

BUDGET IMPACT: \$790,000

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

If no, describe how it will be funded. Future year loan/new revenues.

ATTACHMENTS:

N/A

TO MAYOR & COUNCIL
APPROVAL: February 05, 2026

FISCAL YEAR 2026
FORM: 02052026-03

BUDGET AMENDMENT

FUND 410

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
410-0000-470010-25010	Debt Proceeds (IFC)	850,000	790,000	-	1,640,000
410-1400-550103-25010	Capital Outlay-CIP	850,000	790,000	-	1,640,000
FUND 410	TOTAL REVENUES	850,000	790,000	-	1,640,000
Gov. Capital Project Fund	TOTAL EXPENDITURES	850,000	790,000	-	1,640,000

A budget amendment increasing the Fire Engine 9-5 Replacement Project (#25010) by \$790,000 to a total of \$1,640,000. This increase comes after receiving manufacturer quotes and determining a "quint" apparatus is most suitable to fit fire service needs.

The City Manager and City Clerk certify budget ordinance amendment 02052026-03 was approved by City Council on February 05, 2026.

 City Manager

 Date

 City Clerk

 Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jill Murray, City Clerk

MEETING DATE: 02/05/2026

AGENDA SECTION: PRESENTATIONS

DEPARTMENT: Administration

TITLE OF ITEM: Presentation from The National Society of the Sons of the American Revolution

SUGGESTED MOTION(S):

N/A

SUMMARY:

Michael Mills, Craig Isaacson, and others would like to present the City of Hendersonville with a Certificate of Commendation in Recognition of Exemplary Patriotism in the display of the Flag of the United States of America.

BUDGET IMPACT: N/A

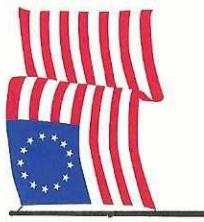
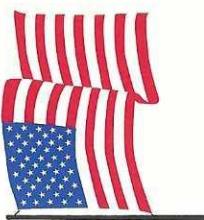
Is this expenditure approved in the current fiscal year budget? N/A

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

ATTACHMENTS:

Certificate

The National Society
of the
Sons of the American Revolution®



This Certificate of Commendation

Is presented to

City of Hendersonville

In Recognition of Exemplary Patriotism

In the display of

The Flag of the United States of America



John B. H.

President

John B. H.
Flag Chairman

EB. 5 2026
Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 02/05/2026

AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Administration

TITLE OF ITEM: Community Engagement Presentation Place Holder— *Jennifer Floyd, Management Analyst*

SUGGESTED MOTION(S):

N/A

SUMMARY:

Presenter: Jennifer Floyd, Management Analyst

A presentation updating City Council on two community engagement initiatives – Build Hendersonville and Core of the City Academy

ATTACHMENTS:

1. Presentation



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY PLANNING DIVISION

SUBMITTER: Matthew Manley

MEETING DATE: February 5, 2026

AGENDA SECTION: Public Hearing

DEPARTMENT: Community Development

TITLE OF ITEM: Rezoning: Conditional Rezoning – 1207 Kanuga Rd Rezoning | R-15 to C-4 CZD (25-93-CZD) – *Matthew Manley, AICP – Long-Range Planning Manager*

SUGGESTED MOTION(S):

For Recommending Approval:

I move City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property (PINs: 9568-61-2215) from R-15, Medium Density Residential Zoning District to C-4 CZD, Neighborhood Commercial Conditional Zoning District for the renovation and reuse of an existing structure for a professional office and construction of 4 townhomes based on the preliminary site plan and list of conditions [dated 12/31/25] submitted by and agreed to by the applicant and presented at this meeting and subject to the following:

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

Permitted Uses:

1. 1 – professional office building
2. 4 - Residential dwellings, Single-Family Attached

I(2.) below is for amendments to uses or conditions discussed and agreed upon in the public meeting (between City & Developer) and not yet represented on the site plan. If needed, please add the following language along with proposed conditions. Disregard #2 if not needed – continue motion below with (.3) 2. disregarding the numbering in parenthesis]:

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

- 1.
- 2.

For Recommending Denial:

I move City Council deny an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject (PINs: 9568-61-2215) from R-15, Medium Density Residential Zoning District to C-4, Neighborhood Commercial Zoning District based on the following:

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

The petition for C-4 CZD zoning is inconsistent with the Future Land Use and Conservation Map Designation of 'Family Neighborhood Living' because it allows for commercial uses.

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

1. The proposed zoning is incompatible with the surrounding land uses
2. The proposed zoning would result in increased traffic congestion to the surrounding area
3. The proposed zoning would result in environmental degradation

[DISCUSS & VOTE]

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

The petition for C-4 CZD zoning is consistent with the Future Land Use and Conservation Map Designation of Family Neighborhood Living because of the small-scale of the proposed commercial use and the fact that it is going in an existing residential structure which maintains the neighborhood character. Additionally, the proposed residential units would be permitted by-right under current zoning.

4.(3.) We find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:

1. The proposed zoning is compatible with surrounding residential & non-residential land uses
2. The proposed zoning allows for a mix of uses at an intersection which experiences significant vehicular traffic
3. The proposed zoning allows for nodal development with non-residential uses confined by floodplains and located along the minor arterial roadway
4. Surrounding low density residential uses primarily front and gain access from Local streets.

[DISCUSS & VOTE]

SUMMARY: The City of Hendersonville in receipt of a Conditional Zoning District petition from Greg Grooms of Blue Pinnacle Homes [applicant / property owner], to rezone a 0.81 Acre parcel at 1207 Kanuga Rd (PIN: 9568-61-2215) from R-15, Medium Density Residential to C-4 CZD, Neighborhood Business Conditional Zoning District.

The property is located at the corner of Drake St and Kanuga Rd near the intersection of Kanuga Rd and State St. The confluence of Shepherd Creek and Mud Creek is in close proximity though the subject property is primarily outside of the 100-yr floodplain.

The Future Land Use Character Area designation of the property is Family Neighborhood Living, however it is located in close proximity to parcels designated as Neighborhood Center.

As a CZD, if approved, the development and use of the property would be limited to the stated list of uses and the proposed developed depicted on the preliminary site plan.

The Planning Board unanimously supported the rezoning on January 15, 2026.

PROJECT/PETITIONER NUMBER:	25-93-CZD
PETITIONER NAME:	<ul style="list-style-type: none">• Greg Grooms, Blue Pinnacle Homes [Applicant + Owner]
ATTACHMENTS:	<ol style="list-style-type: none">1. Staff Report2. Planning Board Summary3. Comp Plan Consistency & Evaluation4. NCM Summary5. Proposed Zoning Map6. Draft Ordinance7. Application

STANDARD REZONING:
1207 KANUGA RD | R-15 to C-4 CZD
(25-93-RZO)

CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT
STAFF REPORT

PROJECT SUMMARY	2
EXISTING ZONING & LAND USE	3
SITE IMAGES.....	4
SITE IMAGES.....	5
SITE IMAGES.....	6
FUTURE LAND USE	7
STAFF SITE PLAN REVIEW – SUMMARY COMMENTS	8
DEVELOPER-PROPOSED CONDITIONS:	10
OUTSTANDING ISSUES & CITY PROPOSED CONDITIONS:	10
REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4)	11
REZONING STANDARDS ANALYSIS & SUMMARY	13
DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABILITY STATEMENT	14



PROJECT SUMMARY

- Project Name & Case #:
 - 25-93-RZO
- Applicant & Property Owner:
 - Greg Grooms, Blue Pinnacle Homes [Applicant & Owner]
- Property Address:
 - 1207 Kanuga Rd
- Project Acreage:
 - 0.81 Acres
- Parcel Identification (PIN):
 - 9568-61-2215
- Current Parcel Zoning:
 - R-15, Medium Density Residential
- Requested Zoning:
 - C-4 CZD Neighborhood Business Conditional Zoning District
- Future Land Use Designation:
 - Family Neighborhood Living



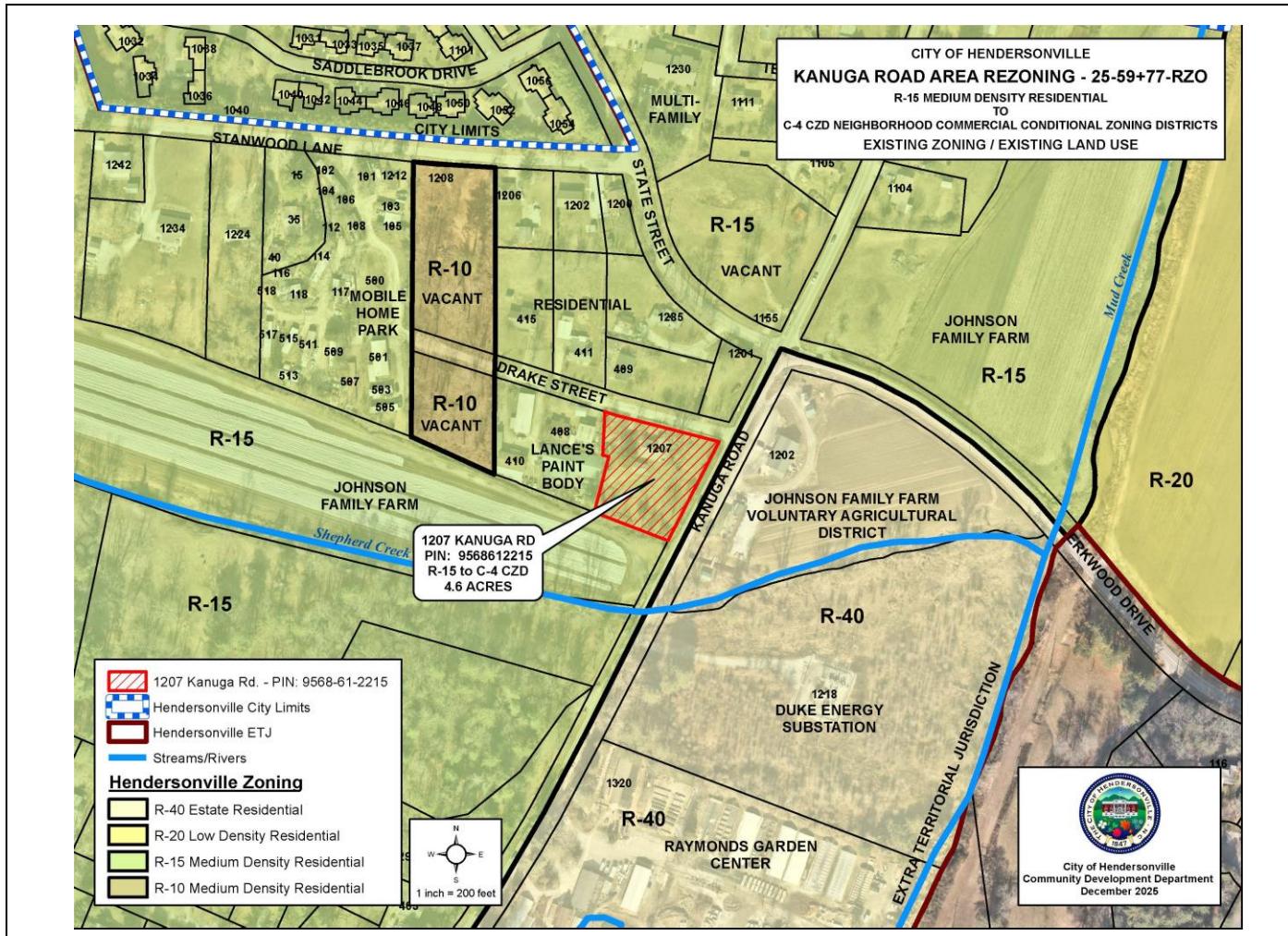
SITE VICINITY MAP

The City of Hendersonville in receipt of a Conditional Zoning District petition from Greg Grooms of Blue Pinnacle Homes [applicant / property owner], to rezone a 0.81 Acre parcel at 1207 Kanuga Rd (PIN: 9568-61-2215) from R-15, Medium Density Residential to C-4 CZD, Neighborhood Business Conditional Zoning District.

The property is located at the corner of Drake St and Kanuga Rd near the intersection of Kanuga Rd and State St. The confluence of Shepherd Creek and Mud Creek is in close proximity though the subject property is primarily outside of the 100-yr floodplain.

The Future Land Use Character Area designation of the property is Family Neighborhood Living, however it is located in close proximity to parcels designated as Neighborhood Center.

As a CZD, if approved, the development and use of the property would be limited to the stated list of uses and the proposed developed depicted on the preliminary site plan.

EXISTING ZONING & LAND USECity of Hendersonville Current Zoning & Land Use Map

The subject property is located in the City of Hendersonville Extra-Territorial Jurisdiction (ETJ) and is located in the R-15, Medium Density Residential zoning district. A majority of properties in the vicinity are also zoned R-15 however a parcel to the west was recently rezoned to R-10, Medium Density Residential. Across Kanuga Rd to the East, the properties are zoned R-40, Low Density Residential. The closest commercial zoning is near Kanuga Rd. at Hebron Rd.

Though this area is primarily residential in character there are agricultural, utility and commercial uses in close proximity to the subject property. Abutting the property to the south and across Kanuga Rd to the east, are parcels associated with the Johnson Family Farm. The Johnson Family Farm has status as a Bonafide farm (Vol. Ag District) and thus is exempt from Zoning. As a result of this, the farm operates agricultural related commercial uses (retail, food trucks, etc.) at corner of Kanuga Rd & State St. Duke Energy operates a substation to the south of the Johnson Family Farm. Adjacent to the Duke Energy parcel and further to the south is Raymond's Garden Center plant nursery. And behind the subject property is a Paint & Body shop. To north along State St is a small apartment complex.

It should also be noted that the Shepherd Creek and Mud Creek floodplains are a defining feature of this area. A very small portion of the subject property is in the 100 Yr Floodplain while all of the surrounding agricultural, commercial and utility uses are in the Floodway + Floodplain.

SITE IMAGES



View of Subject Property facing west. Front of structure faces Kanuga Rd but is substantially screened by a row of hedges.



View from the subject property facing north. Property has approx. 0.34 acres of undeveloped land in south side yard.

SITE IMAGES



View of Johnson Family Farm from Kanuga Rd facing west. This is the Shepherd Creek floodplain south of subject property.



View of Shepherd Creek east of Kanuga Rd.

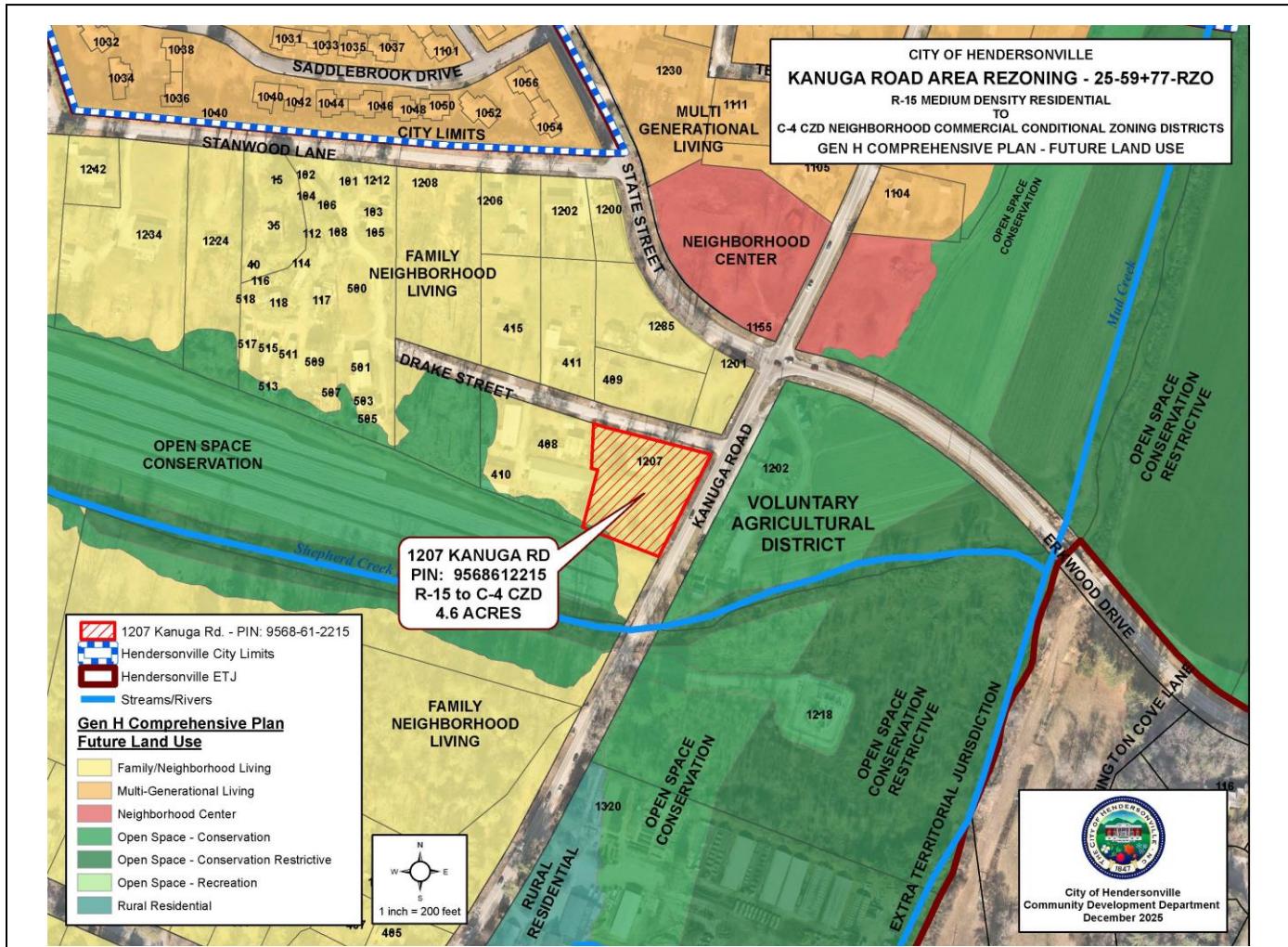
SITE IMAGES



View of Johnson Family Farm commercial activities in Voluntary Agricultural District (Bonafide farm) at corner of Kanuga Rd & State St.



Commercial + Agricultural activities at Johnson Family Farm store.

FUTURE LAND USE

City of Hendersonville Future Land Use Map

According to the City's Gen H Future Land Use & Conservation Map, the subject property is designated as Family Neighborhood Living (FNL) with a fraction of the parcel noted as Open Space – Conservation (OS-C). The parcels to the west are also characterized as FNL with OS designated along the Shepherd Creek floodplain. To the north of Stanwood Ln, properties shift to the Multi-Generational Living designation. Across Kanuga Rd, properties located in the Mud Creek floodplain are all designated as OS.

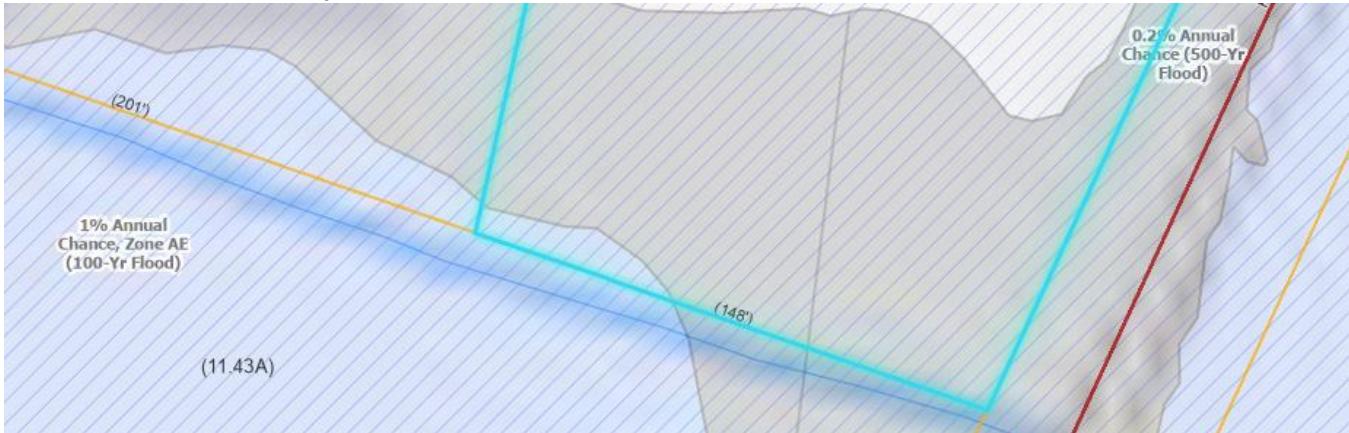
Most notably, a concentration of the "Neighborhood Center" character area is found at the intersection of State St and Kanuga Rd. This Neighborhood Center character was intended to identify the area around this intersection as a small node of neighborhood-scale business activities - reflecting both current and future economic opportunities. Neighborhood Center is described as encompassing: "...small centers (typically 100,000 sf of nonresidential space) with local-serving uses [and] may be located within walking distance of and complement surrounding residential uses. Typical uses include grocery & drug stores, coffee shops, dry cleaners, bank branches, restaurants, and a limited amount of residential." Markets, small offices and other similar uses would also be appropriate."

STAFF SITE PLAN REVIEW – SUMMARY COMMENTS**PROPOSED REQUEST DETAILS**

Site Plan Summary:

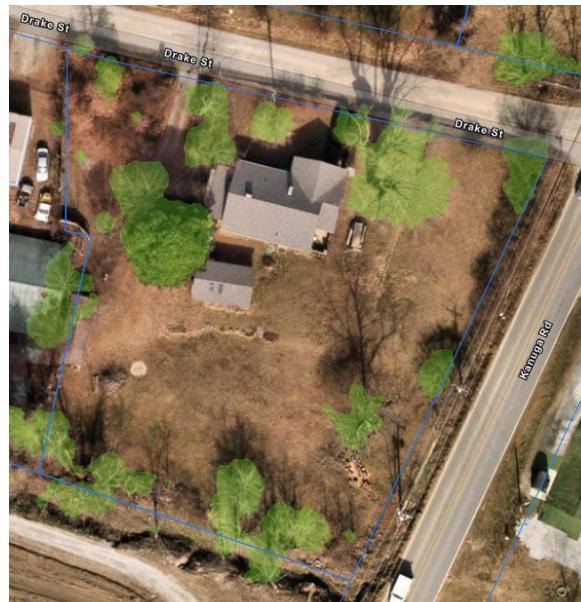
- Proposed Uses:
 - Offices, business, professional and public
 - Current proposal: 3-4 employees for home building business
 - Residential, Single-Family Attached
- Buildings:
 - Existing Residential Building to be converted to office:
 - 1,200 Sq Ft of Gross Floor Area
 - 2,100 Sq Ft of Building Footprint
 - Proposed Residential Units:
 - 1,600 Sq Ft of Gross Floor Area
 - 800 Sq Ft of Footprint
 - 1-Car garage on 1st Level
- Building Design
 - N/A – C-4 does not have building design requirements
- Height
 - Max. 35'
- Transportation
 - Kanuga Rd and Drake St are both NCDOT-maintained roads
 - The site plan shows one ingress point off of Kanuga Rd to a one-way driveway that curves around the rear of the site to one egress point onto Drake St.
 - Proposed full movement ingress and full movement egress
 - Ingress and egress will require approval from NCDOT
- Sidewalks
 - Required: Construction or a Fee-in-Lieu of Sidewalks is required along Kanuga Rd and Drake St
 - Developer Proposed Condition to Waive Kanuga Rd requirement
- Lighting
 - All site lighting will be required to conform to the City's lighting standards for stream buffers and nonresidential developments.
- Parking: Office, business, professional and public
 - Required: 1 per each 400 square feet of GFA
 - Total Required- 3
 - Total Provided- 3
- Natural Resources

- Stream Buffer The USGS topo map indicates a blueline stream running just south of, and parallel to, the southern boundary of the subject property.
 - Developer is proposing condition to waive the 20' Transition Area while maintaining the 30' Stream Buffer. Staff will also note that, per ordinance, creek could be piped and Stream Buffer would not apply.
- There is a small portion of 100-Year Floodplain in the southwest corner of the property in the Stream Buffer. There is no proposed impact to 100-Yr. Floodplain



- Tree preservation

- The site currently has 7,700 Sq Ft of existing tree canopy (22%) of the site.
- The proposed site plan does not trigger Tree Canopy Preservation requirements.
- Developer Proposed Trees to be Preserved - 2 large oak trees near the existing structure on north side of property and 1 large magnolia tree at rear of existing structure plus any canopy in the Stream Buffer. These trees account for the majority of the mapped canopy on the site.
- Developer Proposed Trees to be Removed – 1 Walnut tree near Kanuga at proposed driveway. Potentially some other “scrub” trees to be removed.



- Planting requirements.
 - The site will be required to provide the following landscaping:
 - Buffer Plantings
 - Street Trees
 - The landscaping requirements will be met through new plantings and the utilization of tree credits for qualifying trees and alternative compliance for existing buffer shrubs.

DEVELOPER-PROPOSED CONDITIONS:

- 1) Waiver of 20' Transitional Area (Sec. 17-3-3) – Developer to meet 30' Stream Buffer but waive the 20' Transition Zone.
- 2) Alternative Compliance for Type B Buffer - Developer to preserve existing vegetation in 10' buffer zone and only plant required new material where visual gaps exist.
- 3) Waive Sidewalk Requirements on Kanuga Rd - Developer to construct or pay Fee-in-Lieu of Sidewalks for Drake St. only. No sidewalk or FIL on Kanuga Rd frontage.

OUTSTANDING ISSUES & CITY PROPOSED CONDITIONS:

COMMUNITY DEVELOPMENT

Site Plan Comments:

- The site plan accompanying this petition meets the standards established by the Zoning Ordinance. Certain Preliminary Site Plan submittal requirements, including the provision of a Survey, were waived by the Community Development Director due to the limited scale of the proposed project.

Proposed City-Initiated Conditions:

- Maximum tree protection required for large magnolia at rear of existing structure. Allow for reduction of 10' buffer at curve in proposed driveway to reduce potential impact on root system of magnolia tree.

DEVELOPMENT REVIEW COMMITTEE:

The Development Review Committee consists of the following Departments/Divisions and Agencies: Engineering, Water/Sewer, Fire Marshal, Stormwater Administration, Floodplain Administration, Public Works, NCDOT, Henderson County Soil & Erosion Control and the City's Traffic Consultant. All pertinent members of the DRC reviewed this project and there are no outstanding comments / conditions relevant to the Preliminary Site Plan.

REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS	
1) Comprehensive Plan Consistency	<p>Land Supply, Suitability & Intensity Land Supply: The subject property <u>not</u> classified as Undeveloped or Underdeveloped. Land Suitability: Therefore, the subject property was <u>not</u> evaluated for suitability. Adjacent suitability is moderate to suitable for commercial and residential uses and not suitable for industrial uses. Intensity Node: The subject property is <u>not</u> located in a Intensity Node. The Intensity Node for the Southside of Hendersonville is in close proximity with “Busy Bend” located less than 1 mile away. Development Intensity: Low. In general terms, this area is not identified for Intense infill development though Neighborhood Center is located just a few parcels away. Focus Area: The subject property is not located in a Focus Area.</p> <p>Future Land Use & Conservation Map- Designation: Family Neighborhood Living Character Area Description: Inconsistent Zoning Crosswalk: Inconsistent – For consistency, the Character Area would need to be updated to Neighborhood Center.</p>
2) Compatibility	<p>Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property –</p> <p>The subject property is a former residence that currently appears to be vacant / under rehabilitation. Directly to the south of the subject property is a portion of the Johnson Family Farm along Shepherd Creek. To the west of the subject property is a paint & body shop. To the north along Kanuga Rd is a vacant parcel with a former commercial building located on it. Across Kanuga Rd to the east are the various ag-related commercial activities of the Johnson Family Farm. Vacant land and floodplain is prevalent to the south and east. To the north, uses are generally detached single-family with a duplex development located north of Stanwood Ln.</p> <p>GEN H COMPREHENSIVE PLAN GOALS (Chapter IV)</p> <p>Vibrant Neighborhoods: Consistent Abundant Housing Choices: Consistent Healthy and Accessible Natural Environment: Somewhat Consistent Authentic Community Character: Somewhat Consistent Safe Streets and Trails: Consistent Reliable & Accessible Utility Services: Consistent Satisfying Work Opportunities: Consistent Welcoming & Inclusive Community: N/A Accessible & Available Community Uses and Services: N/A Resilient Community: N/A</p>

	<p>GEN H COMPREHENSIVE PLAN GUIDING PRINCIPLES (Chapter IV)</p> <p>Mix of Uses: Consistent</p> <p>Compact Development: Consistent</p> <p>Sense of Place: Somewhat Consistent</p> <p>Conserved & Integrated Open Spaces: Somewhat Consistent</p> <p>Desirable & Affordable Housing: Consistent</p> <p>Connectivity: Somewhat Consistent</p> <p>Efficient & Accessible Infrastructure: Consistent</p>
3) Changed Conditions	<p>Whether and the extent to which there are changed conditions, trends or facts that require an amendment -</p> <p>The subject property was recently sold to a new owner. Commercial activities located across the street from the Subject Property have been added in the last 10 years and have continued to grow and evolve in that time frame. This property at the corner of Kanuga Rd and State St/Erkwood Rd is a Bonafide Farm in a Voluntary Agricultural District which makes it exempt from Zoning per state law. According to state statute Chapter 106 – Article 61, Voluntary Agricultural Districts and Enhanced Voluntary Agricultural Districts, in exchange for the preservation of farmland, enjoy other special provisions including tax exemptions, waiver of utility assessments, priority consideration for grants, special noticing requirements, and allowances to sell up to 25% non-farm products.</p>
4) Public Interest	<p>Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare -</p> <p><u>Strategic Housing Plan</u> – The addition of 4 attached single-family condominiums on a lot with a small professional office is an example of one plan objective to “Promote Mixed-Use and Infill Development”. While the property is located on the periphery of the City in the ETJ, it is located on a major corridor, and the proposal reflects the efficient use of underutilized property and the integration of “missing middle” housing (Action 3.03).</p> <p><u>Mix of Uses/Nodal Development</u> - The integration of mixed uses at various scales can reduce vehicular trips, combat automobile congestion, create jobs, and increase local spending. When applied at the neighborhood scale, a mix of uses can improve safety and vibrancy. When scale is maintained and new non-residential uses are concentrated around key intersections, negative impacts associated with commercial activity can be contained.</p>
5) Public Facilities	<p>Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment</p> <p>Kanuga Road, Drake St, and State St/Erkwood Dr are NCDOT maintained roads. Kanuga Rd is a Minor Arterial, Drake St is a Local Street and State St/Erkwood Dr is a Major Collector according to their NCDOT Functional Classifications. The Comprehensive Transportation</p>

	<p>Plan designates these roads as Minor Thoroughfares with Drake St as a Local Street.</p> <p>There are high volumes of traffic at this location. The intersection of Kanuga Rd & State St is a “High Injury Intersection” and Kanuga Rd south of this intersection is a “High Injury Network” route according to the French Broad River MPO’s “Safe Streets 4 All” Safety Action Plan. An improvement project for this portion of Kanuga Rd (to Price Rd) is currently unfunded, but is included in the SPOT Prioritization 8.0 (carried over from 7.0). There are no funded STIP projects in the immediate area though the White St/South Main St enhancements are in close proximity.</p> <p>The subject property is served by City of Hendersonville water and City sewer services are available.</p>
6) Effect on Natural Environment	<p>Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife -</p> <p>A row of hedges lining the eastern parcel boundary along Kanuga Rd were recently removed. According to the site plan these would be replaced by required Street Trees.</p> <p>The site plan depicts the removal of 1 Walnut Tree and the preservation of two large oaks and a large Magnolia. Staff is proposing condition to reduce buffer in order to reduce impact of driveway on Magnolia.</p> <p>A ditch along the southern parcel boundary is a blue line stream and would be required to meet the standards of the natural resource provisions of the zoning ordinance. Currently the proposed placement of the 4 townhome units is not compliant with these standards. The developer is proposing that the 20' Transition Area be waived.</p> <p>Additionally, the parcel is located in the 500-Year Floodplain with a small portion of the southern boundary in the 100-Year Floodplain. 100-Yr Floodplain is within the required 10' Type B vegetated buffer and the 30' Stream Buffer, so no impact to 100-Yr Floodplain is proposed.</p>

REZONING STANDARDS ANALYSIS & SUMMARY

- 1) Comprehensive Plan Consistency - Staff finds the petition to be Inconsistent with the Gen H Comprehensive Plan Future Land Use & Conservation Map due to the Character Area Description for *Family Neighborhood Living*. However, the property is in close proximity to and in the same general condition as parcels identified as *Neighborhood Center* in the Gen H Plan.
- 2) Compatibility – C-4 Zoning is found to be compatible with the surrounding land uses and aligns with the Goals & Guiding Principles of the Gen H Comprehensive Plan – especially as it relates to providing a mix of uses and preferred patterns of development around key nodes.
- 3) Changed Conditions – The presence of a Bonafide Farm and the increase of commercial activities in this area have increased opportunities for appropriate commercial uses around the intersection of Kanuga Rd and State St.
- 4) Public Interest - Staff finds that the introduction of a mix of uses at a compatible scale can provide a number of benefits.
- 5) Public Facilities - Staff finds that the street network in this area lends itself to non-

residential uses on the major routes while residential uses should be confined to local streets. There are existing City utilities available to the subject property.

6) Effect on Natural Environment – No significant impacts proposed but subject property is located adjacent to a blue line stream and 100-Year Floodplain.

DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT

The petition is found to be **inconsistent** with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition for C-4 zoning is inconsistent with the Future Land Use and Conservation Map Designation of 'Family Neighborhood Living'.

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

DRAFT [Rationale for Approval]

- *The proposed zoning is compatible with surrounding residential & non-residential land uses*
- *The proposed zoning allows for a mix of uses at an intersection which experiences significant vehicular traffic*
- *The proposed zoning allows for nodal development with non-residential uses confined by floodplains and located along the minor arterial roadway*
- *Surrounding low density residential uses primarily front and gain access from Local streets.*

DRAFT [Rational for Denial]

- *The proposed zoning is incompatible with the surrounding land uses*
- *The proposed zoning would result in increased traffic congestion to the surrounding area*
- *The proposed zoning would result in environmental degradation*

PLANNING BOARD RECOMMENDATIONPROJECT#: 25-93-CZDMEETING DATE: January 15, 2026

PETITION REQUEST: 1207 Kanuga Rd Rezoning R-15 to C-4 CZD (25-93-CZD)

APPLICANT/PETITIONER: City of Hendersonville (Applicant/Owner)

PLANNING BOARD ACTION SUMMARY:

Staff gave a 30-minute presentation on the requested zoning text amendment covering information related to the details of the site and proposed site plan, guidance from the Gen H Comprehensive Plan as well as reviewing the criteria for considering a rezoning. The Planning Board asked questions about the following:

- Future sidewalk projects along Kanuga Rd - the potential timeline for sidewalks in this area and what would happen in the meantime if the applicant were to install only a sidewalk segment – Staff: Short segment along this property could be used in small project to extend sidewalks to connect to State St or be utilized in a larger project Future NCDOT project.
- Emergency access on one-way driveway – Staff: Fire Marshal will review Final Site Plan
- Clarification of the proposed condition related to waiving sidewalk requirements on Kanuga Rd – Staff: explained typical requirement for construction or fee-in-lieu of construction. Also provided 3rd option to construct equivalent sidewalk elsewhere in City.
- If the previous small area rezoning for C-4 that came to Planning Board in November, which involved this property, went to City Council – Staff: No it did not.
- Why was this C-4 CZD instead of R-15 CZD? - Staff: R-15 does not allow for office uses and CZD cannot be used to add uses that are otherwise not permitted in a zoning district. C-4 was the right fit in terms of limiting the intensity of commercial uses.
- What is zoning of the neighboring body shop? – R-15 (Legal Non-Conforming)
- How many units would be allowed on .81 Acres by-right under R-15? – Staff: 3 of any size. 6 if units are 1,200 Sq Ft or less.

In total Planning Board considered this item for 1 hour & 36 minutes.

APPLICANT:

The applicant was present and spoke about the intent of project and the overall limited impact and improvement to tree canopy. He discussed details related to parking and sidewalk installation.

PUBLIC COMMENT:

TD King 116 Carriage Walk Ln – described extensive increase in traffic in this area and he thinks the project will make traffic worse.

Ken Fitch, 1046 Patton St – Said improvements to site plan have been made since the NCM. He emphasized that parking was important consideration. He asked questions about impacts to the Transition Zone and streambank. He also asked about utility connections. He commented on the need for Open Space and the character of the area being residential.

DELIBERATION:

Discussion was held on the topic of the proposed waiving of sidewalk requirements on Kanuga and what the various options were including the constraints on the site that will make sidewalk construction difficult. They also discussed stormwater and traffic concerns. The designation of FNL and the character of the neighborhood were also discussed.

MOTION:

Donna Waters moved that the Planning Board recommend approval providing that the Condition related to waiving sidewalks be removed as well as the following:

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

The petition for C-4 CZD zoning is consistent with the Future Land Use and Conservation Map Designation of Family Neighborhood Living because of the small-scale commercial use and the fact that it is going in an existing residential structure and would maintain that existing character. And the residential units would fall into the current zoning.

REASONABILITY STATEMENT:

[Rationale for Approval]

1. The proposed zoning is compatible with surrounding residential and nonresidential land uses.
2. The proposed zoning allows for a mix of uses at an intersection which experiences significant vehicular traffic.
3. The proposed zoning allows for nodal development with nonresidential uses confined by the floodplains and located along minor arterial roadway.
4. Surrounding low density residential uses primarily front and gain access from local streets.

BOARD ACTION

- **Motion/Second:** Waters / Johnson
- **Yea:** Waters, Johnson, Rippy, McKinley, Zafra, Robertson (Chair)
- **Nay:** N/A
- **Absent:** Gilgis, Flores, Peacock, Russell (left at 5:47pm)

1207 Kanuga Rd (25-59-RZO) - C-4		
Chapter 4 - The Vision for the Future	Consistent	Inconsistent
SUPPLY, SUITABILITY, & INTENSITY		
LAND SUPPLY MAP (Pg. 81, Figure 4.4)	N/A	
LAND SUITABILITY MAP (Pg. 84-86, Figure 4.5-4.7)	N/A	
DEVELOPMENT INTENSITY MAP (Pg. 89, Figure 4.9)		Inconsistent
FUTURE LAND USE & CONSERVATION MAP		
Future Land Use and Conservation Map (Note classification here, Pg. 117, Figure 4.12)		
Character Area Description (Pg. 122-131)		Inconsistent
Zoning Crosswalk (Pg. 132-133, Figure 4.18)		Inconsistent
Focused Intensity Node (Pg. 119)	N/A	N/A
Focus Area Map (Pg. 134-159)	N/A	N/A

1207 Kanuga Rd (25-59-RZO) - C-4

Chapter 4 - The Vision for the Future		Consistent	Inconsistent
GOALS			
Vibrant Neighborhoods (Pg. 93)			
Promote lively neighborhoods that increase local safety.	Consistent		
Enable well-maintained homes, streets, and public spaces.	Somewhat Consistent		
Promote diversity of ages (stage of life), income levels, and a range of interests.	Consistent		
The design allows people to connect to nearby destinations, amenities, and services.	Consistent		
Abundant Housing Choices (Pg. 93)			
Housing provided meets the need of current and future residents.	Consistent		
Range of housing types provided to help maintain affordability in Hendersonville.	Consistent		
Housing condition/quality exceeds minimum standards citywide	Consistent		
Healthy and Accessible Natural Environment (Pg. 94)			
Recreational (active and passive) open spaces are incorporated into the development.		Inconsistent	
Water quality is improved with the conservation of natural areas that serve as filters and soil stabilizers.	Consistent		
Natural system capacity (floodplains for stormwater; habitats to support flora/fauna; tree canopy for air quality, stormwater management, and microclimate) is maintained.	Consistent		
Development is compact (infill/redevelopment) to minimize the ecological footprint.	Consistent		
New development respects working landscapes (e.g., orchards, managed forests), minimizing encroachment.		Inconsistent	
Authentic Community Character (Pg. 94)			
Downtown remains the heart of the community and the focal point of civic activity	N/A	N/A	
A development near a gateway sets the tone, presenting the image/brand of the community.	N/A	N/A	
Historic preservation is utilized to maintain the city's identity.	Somewhat Consistent	N/A	
City Centers and neighborhoods are preserved through quality development.	N/A	N/A	
Safe Streets and Trails (Pg. 95)			
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments.	N/A	N/A	
Access is increased for all residents through the provision of facilities that promote safe walking, biking, transit, automobile, ride share, and bike share.	Consistent		
Design embraces the principles of walkable development.	Consistent		
Reliable & Accessible Utility Services			

Wastewater treatment (service and capacity) adequately serves existing and future development	Consistent	
A compact service area (infill, redevelopment) maximizes the utilization of existing infrastructure and feasible service delivery.	Consistent	
Satisfying Work Opportunities (pg. 96)		
The development promotes quality job options.	Consistent	
The lives of residents are enriched with opportunities to learn, build skills, and grow professionally.	Consistent	
Welcoming & Inclusive Community		
Accessibility exceeds minimum standards of ADA, fostering residents' and visitors' sense of belonging.	N/A	N/A
An inviting public realm (i.e., parks, public buildings) reflects the attitudes of city residents and leaders, and helps residents develop a sense of place and attachment to Hendersonville.	N/A	N/A
Accessible & Available Community Uses and Services (Pg. 97)		
Private development is plentiful, meeting the demands of current and future populations.	N/A	N/A
Resilient Community		
N/A		
GUIDING PRINCIPALS (pg. 98)		
Mix of Uses (Pg. 98)		
Revitalization of Outdated Commercial Areas	Consistent	
New business and office space promotes creative hubs.	Consistent	
Compact Development (Pg. 100)		
Development is consistent with efforts in the area to establish 15-minute neighborhoods.	Consistent	
The infill project is context sensitive [Small Infill Site].	Consistent	
Sense of Place (Pg. 102)		
The development contributes to Hendersonville's character and the creation of a sense of place through its architecture and landscape elements. [Placekeeping and Placemaking and 3rd Places]	Somewhat Consistent	
Conserved & Integrated Open Spaces (Pg. 106)		
A diverse range of open space elements are incorporated into the development.	Somewhat Consistent	
Desirable & Affordable Housing (Pg. 108)		
Missing middle housing concepts are used in the development.	Consistent	
Connectivity (Pg. 112)		
The development encourages multimodal design solutions to enhance mobility.	Somewhat Consistent	
Efficient & Accessible Infrastructure (Pg. 114)		
The development utilizes existing infrastructure	Consistent	



NEIGHBORHOOD COMPATIBILITY MEETING

1207 KANUGA RD (25-93-CZD)

NCM MEETING DATES: DECEMBER 4, 2025

PETITION REQUEST: C-4 CZD (Neighborhood Business - Conditional Zoning District)

- APPLICANT/PETITIONER: Greg Grooms [Applicant / Owner]

NEIGHBORHOOD COMPATIBILITY MEETING SUMMARY:

A Neighborhood Compatibility Meeting was held for this project on December 4, 2025 at 2pm in the 2nd Floor Meeting Room at City Hall and via Zoom. The meeting lasted approximately 1 hour.

There were 2 members of the public in attendance in-person while I attended virtually. The applicant was present and there were 3 members of City staff in attendance.

Staff gave the formal introduction and a brief overview of the request.

There were 4 pre-submitted public comments – 2 in favor and 2 opposed.

The development team was allowed to present their project proposal for the proposed office (reuse of existing structure) and 4 new townhomes.

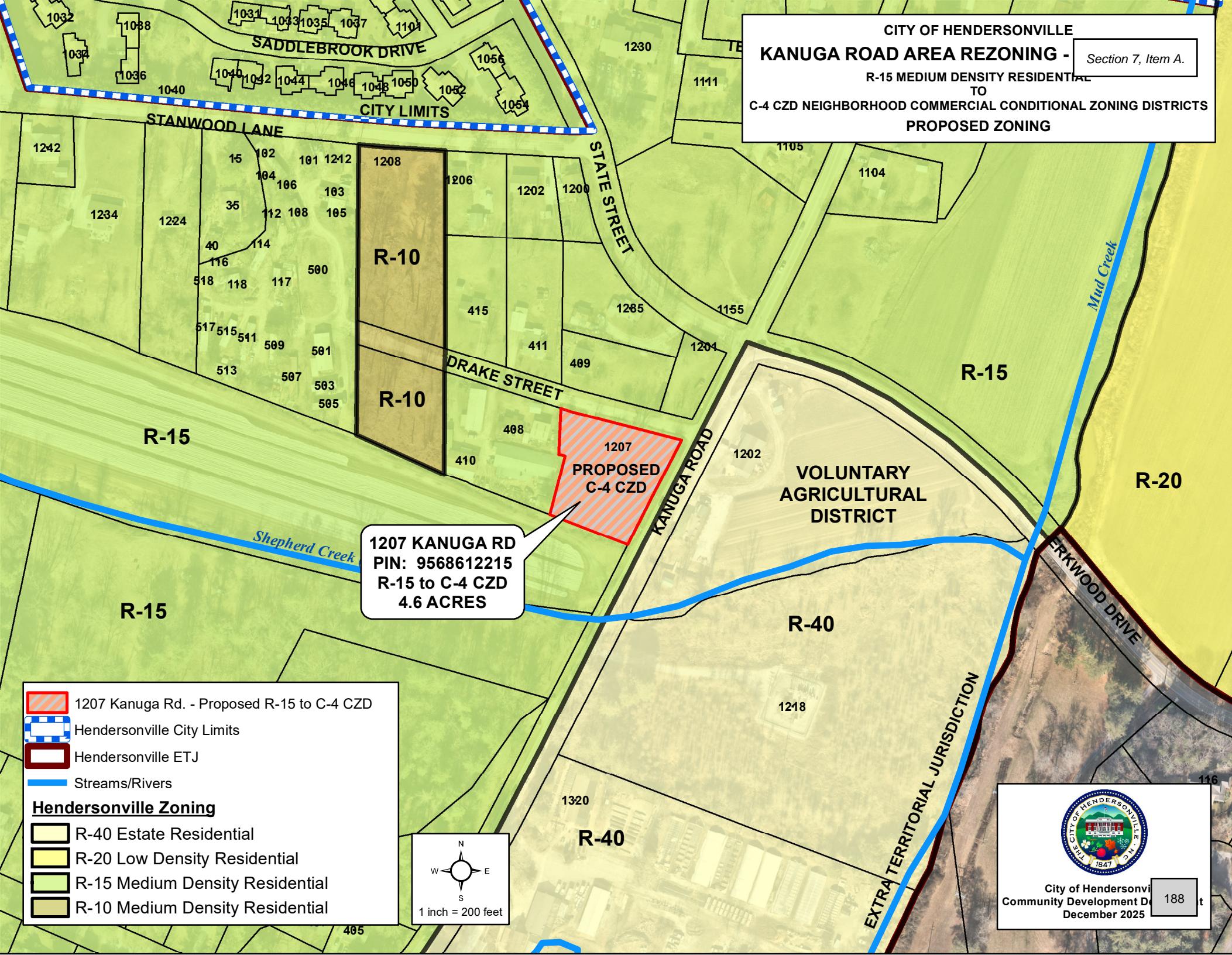
Concerns and questions from the public related to:

- Tree preservation / erosion
- Parking / # of Employees
- Building Height
- Sidewalks
- Stream Buffers
- Floodplain / Stormwater
- Residential Unit Cost
- Traffic Impacts

Full minutes from the Neighborhood Compatibility Meeting and pre-submitted public comments are available for review by request.

CITY OF HENDERSONVILLE
KANUGA ROAD AREA REZONING -
 R-15 MEDIUM DENSITY RESIDENTIAL
 TO
 C-4 CZD NEIGHBORHOOD COMMERCIAL CONDITIONAL ZONING DISTRICTS
PROPOSED ZONING

Section 7, Item A.



Ordinance #____-

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE, FOR CERTAIN PARCEL (POSSESSING PIN NUMBER 9568-61-2215), BY REASSIGNING THE ZONING DESIGNATION FROM R-15, MEDIUM DENSITY RESIDENTIAL TO C-4 CZD, NEIGHBORHOOD BUSINESS CONDITIONAL ZONING DISTRICT

IN RE: Parcel Numbers: 9568-61-2215
 1207 Kanuga Rd (R-15 to C-4 CZD) | File # 25-93-CZD

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant and property owner, Greg Grooms of Blue Pinnacle Homes, LLC., for the redevelopment of an existing building into office space and the addition of four residential units; and

WHEREAS, Planning Board took up this application at its rescheduled regular meeting on January 15, 2026; voting 6-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on February 5, 2026, and

WHEREAS, City Council has found that this zoning map amendment is consistent with the City's comprehensive plan, and

WHEREAS, City Council has found that this zoning map amendment is reasonable and in the public interest for the reasons stated, and

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on February 5, 2026,

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Number: 9568-61-2215 by changing the zoning designation from R-15, Medium Density Residential to C-4 CZD, Neighborhood Business Conditional Zoning District
2. Development of the parcel pursuant to this Ordinance is subject to the following.
 - a. Development shall comply with the site plan submitted by the applicant dated [January 23, 2026], including the conditions listed therein, [and/or as modified and presented to City Council] [and/or including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant's execution of this Ordinance].
 - b. Permitted uses shall include:
 - i. Office, business, professional and public
 - ii. Residential dwellings
 - c. Additional conditions that shall be satisfied prior to final site plan approval include:
 - i.
3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.
4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

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

adoption.

Adopted this 5th day of February 2026.

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

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

**For use by Principal Authority / Para uso de la Autoridad Principal**

Cloudpermit application number / Número de solicitud de Cloudpermit
US-NC30720-P-2025-235

PIN / Número de rollo
9568612215

Application submitted to / Solicitud presentada a
Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte

Description of Subject Property

Address / Dirección
1207 KANUGA RD

Municipality / Municipio
Hendersonville, NC, North Carolina /
Hendersonville, NC, Carolina del Norte

PIN / Número de rollo
9568612215

Purpose of Application

Application type / Tipo de solicitud
Conditional Rezoning

Applicant, Property owner

Last name / Apellido Grooms	First name / Nombre de pila Greg	Corporation or partnership / Corporación o sociedad
Street address / Dirección de la calle 1207 Kanuga Rd	Unit number / Número de unidad	Lot / Con.
Municipality / Municipio Hendersonville	State / Provincia NC	ZIP code / Código postal 28739
Other phone / Otro teléfono	Mobile phone / Teléfono móvil +1 8283012600	
Fax	Email / Correo electrónico [REDACTED]	

Applicant-Company Information

Applicant Name: Greg Grooms	Company Name: Blue Pinnacle Homes	Authorized Representative Title (if applicable) Owner/CEO
--------------------------------	--------------------------------------	--------------------------------------------------------------

Property Owner-Company Information

Property Owner Name: Blue Pinnacle Homes, LLC	Company Name (if applicable, check corresponding box below) Blue Pinnacle Homes	Authorized Representative Title (if applicable)
--------------------------------------------------	------------------------------------------------------------------------------------	-------------------------------------------------

Applicant

I, Greg Grooms (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 11/20/2025, 1:40:14 PM EST by Greg Grooms. / Firmado digitalmente el 20/11/25 13:40:14 EST por Greg Grooms.

Property owner

I, Greg Grooms (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 11/24/2025, 9:24:11 AM EST by Greg Grooms. / Firmado digitalmente el 24/11/25 9:24:11 EST por Greg Grooms.

APPLICANT GUIDELINES

Section 7, Item A.

The Community Development Department accepts applications for conditional rezoning monthly on the 1st Friday. Because of the multi-step application process for a conditional rezoning, a Pre-Application Conference is required for all applications. In advance of a Pre-Application Conference, applicants should prepare a concept plan containing property boundaries, building footprints, parking, driveways/streets, access points, and other such information. All pre-application conferences must be requested via the City of Hendersonville permitting software Cludpermit. Conditional Rezoning requests can be found under the "Planning Module" in Cludpermit. A concept plan is required to be uploaded with all pre-application conference requests.

CZD – APPLICATION COMPONENTS

Conditional Zoning District Applications consist of four required meetings and one primary application deadline. The application components are described below and include the;

- 1) Neighborhood Compatibility Meeting (NCM) – Held prior to the Preliminary Site Plan application deadline, this meeting is hosted by the applicant and involves the presentation of a "Concept Plan" in a public meeting by the applicant. The Planning Division moderates the meeting and records public feedback. Due to noticing requirements a deadline for requesting an NCM is included in the timeline on page 2 to assure that the meeting can be hosted prior to the preliminary site plan application deadline. "Concept Plan" requirements are not as strenuous as those associated with Preliminary Site Plan submissions; they are outlined on page two of this document.
- 2) Preliminary Site Plan Application Deadline – The NCM and all preliminary site plan application requirements including a TIA, if required, must be completed and submitted by this deadline. A complete application with accurate signatures and the application fee is required at this stage. Incomplete applications will not be considered for inclusion on the Planning Board agenda. Partial submissions which have not met the standards established by the City's Zoning Ordinance as outlined on page 4 of this document, will not be accepted for review until complete.
- 3) Planning Board – Held approximately 4-5 weeks after the submission of a complete Preliminary Site Plan Application. The Planning Board meets on the second Thursday of each month at 4pm. The meeting includes a Planning Division staff report and presentation on the application. There will also be an opportunity for the applicant to speak/present. It is incumbent upon the applicant to advocate for their project. Applicants are encouraged to be present and prepare a presentation for each of the required meetings. The Planning Board makes a recommendation for approval or denial of the application to City Council.
- 4) City Council – Held 3 weeks after the Planning Board meeting. The meeting includes a Planning Division staff report and presentation. There will also be an opportunity for the applicant to speak/present. It is incumbent upon the applicant to advocate for their project. Applicants are encouraged to be present and prepare a presentation for each of the required meetings. The City Council takes final action on approving or denying the Conditional Zoning District at this meeting.
- 5) Final Site Plan Review – A Final Site Plan based on the approved preliminary site plan and drafted in accordance with Chapter 7 of the Zoning Code is required after a conditional rezoning is approved and before any site disturbance or construction can begin.

CZD - APPLICATION TIMELINE

				Section 7, Item A.
Deadline for NCM request 4:00 pm	Preliminary Site Plan Deadline 4:00 pm	Planning Board 4:00 pm	City Council	
November 22nd ,2024	December 6th, 2024	January 9th, 2025	February 12th ,2025	
December 20th, 2024	January 3rd, 2025	February 13th, 2025	March 6th, 2025	
January 24th, 2025	February 7th, 2025	March 13th, 2025	April 3rd, 2025	
February 21st, 2025	March 7th, 2025	April 10th, 2025	May 1st, 2025	
March 21st, 2025	April 4th, 2025	May 8th, 2025	June 5th, 2025	
April 18th, 2025	May 2nd, 2025	June 12th, 2025	July 2nd, 2025	
May 23rd, 2025	June 6th, 2025	July 10th, 2025	August 7th, 2025	
June 20th, 2025	July 4th, 2025	August 14th, 2025	September 4th, 2025	
July 18th, 2025	August 1st, 2025	September 11th, 2025	October 2nd, 2025	
August 22nd, 2025	September 5th, 2025	October 9th, 2025	November 6th, 2025	
September 19th, 2025	October 3rd, 2025	November 13th, 2025	December 4th, 2025	
October 24th, 2025	November 7th, 2025	December 11th, 2025	January 2nd, 2026	
November 21st, 2025	December 5th, 2025	January 8th, 2026	February 5th, 2026	

CZD – NCM CONCEPT PLAN REQUIREMENTS

A Neighborhood Compatibility Meeting can be held at any time prior to the submission of a Preliminary Site Plan. However, due to noticing requirements, the applicant must request an NCM no later than the deadline listed above for the meeting record to be completed by the Preliminary Site Plan deadline which follows on the chart above. The following components of a Concept Plan must be submitted in order to host a Neighborhood Compatibility Meeting.

- 1) A Concept Plan showing
 - a. Location and boundaries of the property.
 - b. How individual buildings are to be situated on the site, including distances from these buildings to property lines.
 - c. Proposed drives & parking.
 - d. Location of signs and outdoor lighting.
 - e. Proposed restrictive covenants, if available, shall be presented.
 - f. The plan need not be exactly to scale; although, all distances and dimensions shall be shown.

This information constitutes the minimum requirements for staff review, comments will follow on the schedule outlined in the Conditional Rezoning Request process timeline. Please submit two paper copies to City Hall (160 6th Ave E. Hendersonville, NC 28792) and upload a digital file to Cloupermit.

Section 7, Item A.

- 1) A completed application with developer/applicant and property owner signatures.
- 2) Application Fee: \$100 per acre with a \$500 minimum
- 3) Site Survey: Shall be submitted as a single to scale sheet measuring at least 24" by 36" and shall include the following site-specific information:
 - a. Site Topography: 2' Contours:
 - b. Adjacent Property Information:
 - c. North Arrow, Scale, and Landmarks Sufficient to Identify Location:
 - d. Inset Vicinity Map
- 4) Preliminary Site Plan: Intended to be the primary schematic site plan, the preliminary site plan should be developed on a single to scale sheet measuring at least 24" by 36" and shall include the following project specific information.
 - a. Basic Project Information – Please include this information in chart form:
 - i. Date with month, day, and year:
 - ii. Title of Project:
 - iii. Name of Project Designer, Developer, and Property Owner:
 - iv. Project Zoning: per City of Hendersonville Zoning Map
 - v. Parking Requirements
 1. Calculation of parking spaces required per ordinance.
 2. Notation of parking spaces provided.
 - vi. Project Square Footage/Acreage & Percentage of Total Site
 1. Total Project Area
 2. Site Coverage – Buildings
 3. Site Coverage – Open Space
 4. Site Coverage – Streets & Parking
 5. Site Coverage – Other Facilities
 6. Site Coverage – Common Open Space
 - b. North Arrow, Scale, and Landmarks Sufficient to Identify Location:
 - c. Inset Vicinity Map:
 - d. City Limits – If in City please note accordingly, if outside of City and proposed for annexation, please note nearest location of City boundary by distance in feet:
 - e. Adjacent Properties - Zoning Designations & Owner Names:
 - f. Building Layout & Pedestrian and Vehicular Infrastructure:
 - i. Building Dimensions
 - ii. Sign Data
 - iii. Density (residential)
 - iv. Building Height as measured from Average Finished Grade

v. Sidewalks

vi. Off-Street Parking

vii. Off-Street Loading and Unloading

g. Preliminary Access Layout:

i. Proposed Streets, Alleys, Driveways, etc.

ii. Entrance and Exit Locations:

h. Proposed Project Phasing: (if applicable)

Section 7, Item A.

Preliminary Landscape & Resource Layout Plan (Zoning Ordinance Article 15 & 17; Stormwater Mngt - City Code of Ordinances Chapter 24 Article III):

This plan may be included as a separate sheet if submitting agent is concerned for the readability of the plan.

- a. Property Buffers
- b. Planting strips/beds/etc.
- c. Street Trees, Perimeter & Interior Plantings
- d. A plan showing tree line before site preparation, identifying existing tree canopy, tree canopy proposed to be preserved, and new canopy installation areas, identifying the acreage of each, as well as areas to be screened, fenced, walled and/or landscaped
- e. If Tree Credits are proposed to be utilized, the tree diameter (dbh) and species of tree shall be provided for individual trees that are proposed for preservation.
- f. Proposed limits of land disturbing activity
- g. Acreage of disturbed area
- h. Screening
- i. Floodplain
- j. Stream Buffers
- k. Site Lighting
- l. Common open space
- m. Open space maintenance arrangements

Preliminary Utility Layout Plan:

This plan shall be included as a separate plan.

- a. Stormwater Plan:
 - i. Please include a proposed area of site disturbance.
 - ii. If area of disturbance exceeds an acre, then demonstrated compliance with stormwater ordinance required.
- b. Water & Sewer
 - i. Please include utility layout and proposed connections.

Building Elevations (if applicable)

Some districts and Mixed Use projects require submittal of building elevations per district design standards and Chapter 18 of the Zoning Code.

Traffic Impact Analysis:

Section 7, Item A.

Applicants shall include a TIA for conditional zoning applications which, when development is completed, are expected to generate 100 or more peak-hour trips (am or pm) or 1,000 or more daily trips or when required by the Community Development Director or by Zoning District. Trip generation predictions are to be defined by the latest edition of the manual Trip Generation published by the Institute of Transportation Engineers

Statement on Comprehensive Plan Compliance:

Zoning Ordinance Article 14

Signature of Understanding and Completion

<p>By signing this document, you are confirming that all required documents have been submitted in accordance with the requirements of this document.</p> <p><input checked="" type="checkbox"/> Signed by / Firmado por Greg Grooms 11/20/2025, 1:32:36 PM EST / 20/11/25 13:32:36 EST</p>	Date 11/20/2025
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------

Required Information

Scheduled Neighborhood Compatibility Meeting - NCM Date 12/04/2025	NCM Time 2:00 PM
Transportation Impact Analysis - (if applicable) Required for complete application but not due until 24 calendar days prior to Planning Board Meeting	

Information

Type of Development: Commercial	Current Zoning R-15	Proposed Zoning: C-4 CZD	Total Acreage 0.81	Proposed Building Square Footage: 0.0 sq.ft.
Number of Dwelling Units: 0	List of Requested Uses: Convert current residential structure to CZD - office space			

Applicant (Developer) Company Information

Authorized Representative Name: Greg Grooms	Company Name (if applicable, check corresponding box below) Blue Pinnacle Homes
Company Type:	If other:
<input type="checkbox"/> Corporation: <input checked="" type="checkbox"/> Limited Liability Company: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other:	
Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.) Owner/CEO	

Property Owner Company Information (if different from Applicant)

Authorized Representative Name: Blue Pinnacle Homes, LLC	Company Name (if applicable, check corresponding box below) Blue Pinnacle Homes
Company Type:	If other:
<input type="checkbox"/> Corporation: <input checked="" type="checkbox"/> Limited Liability Company: <input type="checkbox"/> Partnership: <input type="checkbox"/> Other:	
Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)	



**CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY
PLANNING DIVISION**

SUBMITTER: Matthew Manley **MEETING DATE:** February 5, 2026

AGENDA SECTION: Public Hearing **DEPARTMENT:** Community Development

TITLE OF ITEM: Zoning Text Amendment: C-2 Dimensional Standards (25-92-ZTA) – *Matthew Manley, AICP – Long-Range Planning Manager*

SUGGESTED MOTION(S):

<u>For Approval:</u>	<u>For Denial:</u>
<p>I move City Council <u>adopt</u> an ordinance amending the official City of Hendersonville Zoning Ordinance Article V. – ‘Zoning District Classifications’, Section 5-7 to update the Dimensional Standards for the C-2, Secondary Business Zoning District based on the following:</p> <p>1. The petition is found to be <u>consistent</u> with the Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:</p> <p style="margin-left: 20px;">The proposed amendment aligns with the Gen H Comprehensive Plan Future Land Use Map & Downtown Master Plan.</p> <p>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:</p> <ul style="list-style-type: none"> 1. The proposed amendment allows for greater utilization of private property. 2. The proposed amendment creates an opportunity to accommodate infill development. 3. The proposed amendment allows for walkable, urban development. <p style="text-align: center;">[DISCUSS & VOTE]</p>	<p>I move City Council <u>deny</u> an ordinance amending the official City of Hendersonville Zoning Ordinance, Article V. – ‘Zoning District Classifications’, Section 5-7 to update the Dimensional Standards for the C-2, Secondary Business Zoning District based on the following:</p> <p>1. The petition is found to be <u>consistent</u> with the Gen H Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:</p> <p style="margin-left: 20px;">The proposed amendment aligns with the Gen H Comprehensive Plan Future Land Use Map & Downtown Master Plan.</p> <p>2. We [do not find] this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:</p> <ul style="list-style-type: none"> 1. The proposed amendment would no longer require a suburban pattern of development. 2. The proposed amendment would allow a traditional urban form. 3. The proposed amendment allows for townhome development in areas where there currently are few townhome developments. <p style="text-align: center;">[DISCUSS & VOTE]</p>

SUMMARY: The City of Hendersonville has initiated a zoning text amendment to modify the dimensional standards of the C-2, Secondary Business Zoning District. The proposed updates to this zoning district are precipitated by changes to state law, specifically the ‘downzoning’ law which went into effect late last year. This law eliminated the City’s authority to rezone property at its discretion. It requires property owner consent for any rezoning that would be deemed a “downzoning” according to the definition provided in the law.

According to the Comprehensive Plan the C-2 Zoning District has very limited applicability when it comes to achieving the vision set out in the Gen H Plan. There are multiple reasons for this, one of which is the Dimensional Standards which require a 15' front setback and a min. lot size of 8,000/6,000 Sq Ft. The C-2 Secondary Business zoning district is primarily located in the periphery of Downtown. Substantial front setbacks are suburban in nature and contrary to the traditional urban pattern of development called for in the Gen H Plan. In large part, C-2 has been replaced by the CMU Zoning District in many areas outside of downtown. However, key portions of the City, such as the Kanuga Rd are still zoned C-2. While fully replacing C-2 with CMU zoning would help to guide future development in alignment with the vision established in the Gen H Plan, due to downzoning laws, this type of “area rezoning” is impractical if not infeasible. As a temporary fix to this, staff is proposing to reduce the min. lot size and front setback in C-2 to, at a minimum, not prohibit new development from aligning with the Downtown Design Standards found in Chapter 5 of the Gen H Plan.

Planning Board unanimously supported the proposed amendment at their meeting on January 15, 2026.

PROJECT/PETITIONER NUMBER:	25-92-ZTA
PETITIONER NAME:	City of Hendersonville
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Staff Report 2. Planning Board Summary 3. Draft Ordinance Changes

ZONING TEXT AMENDMENT:
C-2 DIMENSIONAL STANDARDS (25-92-ZTA)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT
STAFF REPORT

PROJECT SUMMARY	2
AMENDMENT OVERVIEW - AMMENDMENT ANALYSIS	2
COMMITTEE RECOMMENDATION.....	3
PROPOSED TEXT REVISIONS	3
ZONING MAP – C-4 ZONING DISTRICTS	5
GEN H COMPREHENSIVE PLAN – NEIGHBORHOOD CENTER CHARACTER AREA	6
AMENDMENT STANDARDS (ARTICLE 11-4)	7
REZONING STANDARDS ANALYSIS & CONDITIONS	10
DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABILITY STATEMENT	11



PROJECT SUMMARY



Basics

- Project Name & Case #:
 - C-2 Dimensional Standards
 - 25-92-ZTA
- Applicant:
 - City of Hendersonville
- Articles Amended:
 - Zoning Ordinance
 - Article V
 - Section 5-7
- Zoning Districts Impacted:
 - C-2, Secondary Business
- Relevant Future Land Use Designations:
 - Downtown
 - Mixed Use - Commercial

Summary

The City of Hendersonville has initiated a zoning text amendment to modify the dimensional standards of the C-2, Secondary Business Zoning District. The proposed updates to this zoning district are precipitated by changes to state law, specifically the 'downzoning' law which went into effect late last year. This law eliminated the City's authority to rezone property at its discretion. It requires property owner consent for any rezoning that would be deemed a "downzoning" according to the definition provided in the law.

According to the Comprehensive Plan the C-2 Zoning District has very limited applicability when it comes to achieving the vision set out in the Gen H Plan. There are multiple reasons for this, one of which is the requirement of a 15' front setback and a min. lot size of 8,000/6,000 Sq Ft. The C-2 Secondary Business zoning district is primarily located in the periphery of Downtown. Substantial front setbacks are contrary to the traditional urban pattern of development called for in the Gen H Plan. In large part C-2 has been replaced by CMU Zoning District. However, key portions of the City are still zoned C-2. While fully replacing C-2 with CMU zoning would help to guide future development in alignment with the vision established in the Gen H Plan, due to downzoning laws, this type of "area rezoning" is impractical if not infeasible. As a temporary fix to this, staff is proposing to reduce the min. lot size and front setback in C-2 in order to, at a minimum, not prohibit new development from aligning with the Downtown Design Standards found in Chapter 5 of the Gen H Plan.

AMENDMENT OVERVIEW - AMMENDMENT ANALYSIS

The proposed changes will simply permit new development in the C-2 zoning district to align with the vision established for the 'Downtown' and 'Mixed-Use Commercial' Character Areas in the Gen H Plan. Current requirements for a minimum 15' front setback prohibit conformance with the Downtown Master Plan Design Guidelines which call for the creation/preservation of a walkable urban environment by having buildings / entrances abutting the sidewalk with parking situated to the side/rear. The current 6,000 Sq Ft minimum residential lot size also prevents the development of townhomes, which are a housing type called for in multiple Focus Areas highlighted in the Gen H Plan.

While the Gen H Downtown Master Plan Design Guidelines are not yet codified, those developers wishing to align their site / building designs with the plan's guidelines are currently prevented from doing so due to these dimensional standards. Allowing for reduced front setbacks and the development of townhomes is essential for meeting the goals in urban areas like the Kanuga Rd area and the 7th Ave Municipal Service District.

COMMITTEE RECOMMENDATION

Due to the simplicity of this proposal, this item was not brought forward to the Legislative / Long-Range Planning Committee.

PROPOSED TEXT REVISIONS

The following revisions to the zoning code are presented for your consideration. The following language in ~~red~~ will be removed and language in green will be added to the current zoning district language, shown in black, as illustrated below.

ZONING ORDINANCE

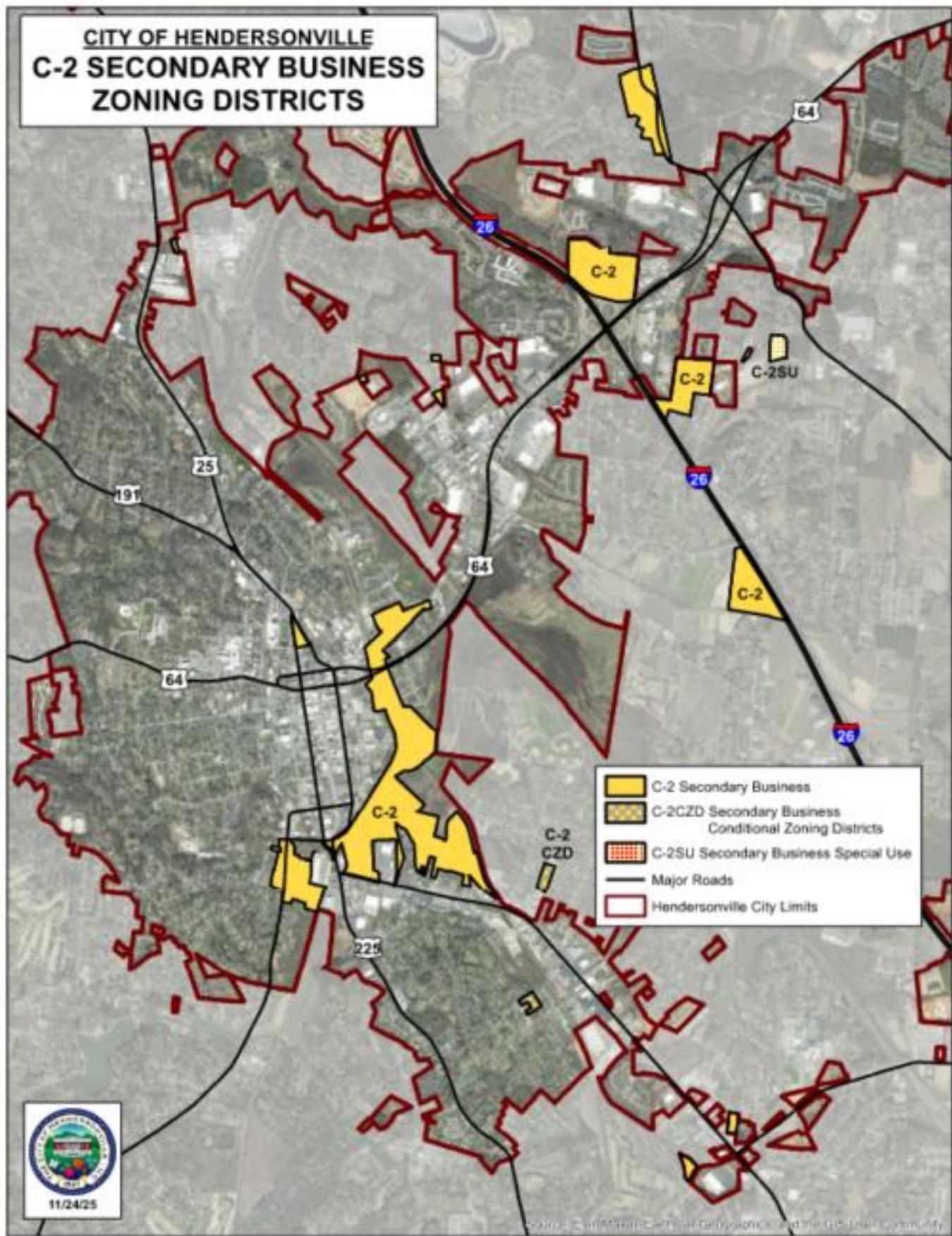
ARTICLE V. ZONING DISTRICT CLASSIFICATIONS

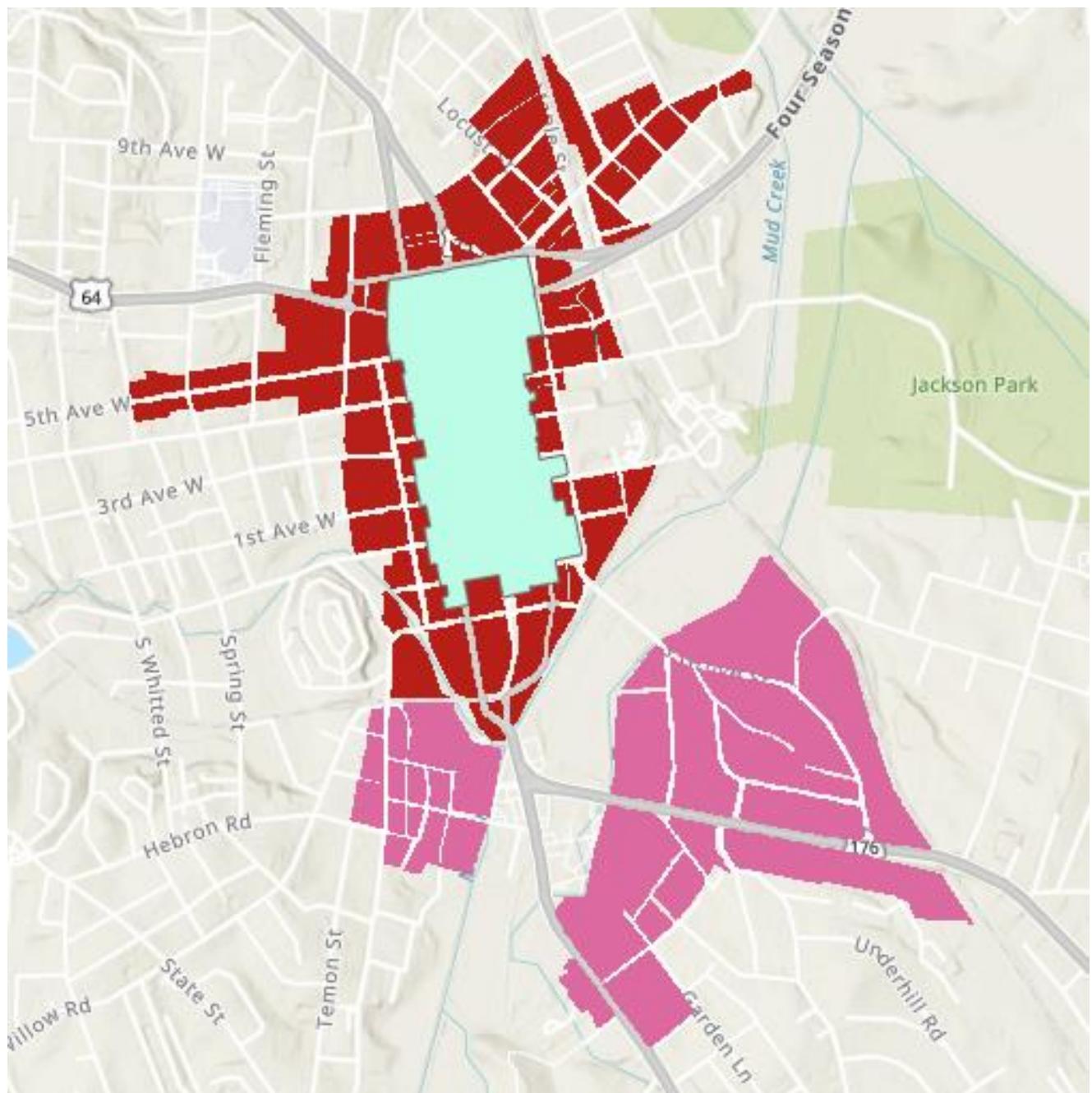
Section 5-7 C-2, Secondary Business Zoning District

5-7-3. Dimensional requirements.

Minimum lot area in square feet:	8,000 (6,000 for residential use). 0
Minimum lot width at building line in feet:	None except for structures containing dwelling units which shall have a minimum lot width at building line of 50 feet.
Minimum yard requirements in feet:	<p>Front: 15 5 if sidewalk is 5' wide or less; 0 if sidewalks are greater than 5' wide</p> <p>Side: 0 or 5 (Side yards are not required, but when provided must be a minimum of five feet. Common wall construction is permitted in the C-2 Zoning District Classification. On all corner lots, a ten-foot side yard setback is required.)</p> <p>Rear: None except for structures containing dwelling units which shall have a minimum setback of ten feet. Otherwise, rear yards are not required unless the C-2 Zoning District Classification abuts an established residential district. In this case, the rear yard setback requirement shall be a minimum of ten feet.</p>
Maximum height in feet:	48

ZONING MAP – C-2 ZONING DISTRICTS



GEN H COMPREHENSIVE PLAN – NEIGHBORHOOD CENTER CHARACTER AREA**Future Land Use Character Areas**

- Downtown
- Mixed Use - Commercial

AMENDMENT STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS: COMPREHENSIVE PLAN CONSISTENCY	
1) COMPREHENSIVE PLAN CONSISTENCY	<p>LAND SUPPLY, SUITABILITY & INTENSITY</p> <p>Supply: N/A Suitability: N/A Intensity: N/A</p> <p>FUTURE LAND USE & CONSERVATION MAP</p> <p>Character Area Designations: Downtown & Mixed Use Commercial Character Area Descriptions: Consistent Zoning Crosswalk: N/A Focus Area: N/A</p>
2) COMPATIBILITY	<p><i>Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property</i></p> <p>Existing Conditions: Current C-2 Dimensional Standards would not allow for townhome development nor traditional urban development / walkable urban form.</p> <p>GEN H COMPREHENSIVE PLAN GOALS (Chapter IV)</p> <p>Vibrant Neighborhoods: Consistent Abundant Housing Choices: Consistent Healthy & Accessible Natural Environment: Consistent Authentic Community Character: Consistent Safe Streets and Trails: Consistent Reliable & Accessible Utility Services: Consistent Satisfying Work Opportunities: Consistent Welcoming & Inclusive Community: Consistent Accessible & Available Community Uses and Services: N/A Resilient Community: Consistent</p> <p>GEN H COMPREHENSIVE PLAN GUIDING PRINCIPLES (Chapter IV)</p> <p>Mix of Uses: Consistent Compact Development: Consistent Sense of Place: Consistent Conserved & Integrated Open Spaces: Inconsistent Desirable & Affordable Housing: Consistent Connectivity: Consistent Efficient & Accessible Infrastructure: Consistent</p> <p>DOWNTOWN MASTER PLAN: Consistent BUILDING PLACEMENT & SETBACK CHARACTER Orientation <ul style="list-style-type: none"> • Buildings should face the street and be accessible from the sidewalk • Site layout shall prioritize placing buildings towards the front of the lot, with parking situated to the side and/or rear of the building </p>

	<ul style="list-style-type: none"> Buildings located on a corner should have one of the following architectural features: <ul style="list-style-type: none"> Two entrances, one primary and one secondary, located on each frontage Architecturally prominent corner entry with vertical emphasis through building height or architectural elements like porches, colonnades, etc. <p>Setback Line</p> <ul style="list-style-type: none"> The setback line is based off of the future back of curb <p>Build-To-Zone</p> <ul style="list-style-type: none"> The Build-to-Zone begins at the required frontage type setback line <p>Build-To-Percentage</p> <ul style="list-style-type: none"> The build-to-percentage refers to the proportion of a lot's frontage that must be occupied by the building façade <p>SETBACK EXCEPTIONS</p> <p>Primary</p> <ul style="list-style-type: none"> Infill development should match building setback line of adjacent properties Should the setback of existing buildings vary, Community Development Director shall determine setback line of infill development <p>Primary-Other</p> <ul style="list-style-type: none"> For property fronting on a public open space, the building setback line should be based on an adopted plan If there is no adopted plan, the Community Development Director will determine the location of the building setback line Infill residential shall match building setback, mass, and scale of adjacent properties
3) Changed Conditions	<p>Whether and the extent to which there are changed conditions, trends or facts that require an amendment -</p> <p>Based on the City's Future Land Use and Conservation plans, the areas zoned C-2 should be rezoned to CMU or a similar mixed use zoning district. However, due to changes to state law making this large-scale rezoning difficult, staff is proposing changes to the dimensional standards in C-2 as a temporary measure until the zoning district and/or additional design standards can be codified. This is step one of a larger process to address quality urban development in the City's core.</p>
4) Public Interest	<p>Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare -</p> <p>The proposed amendment would allow for developers to pursue implementation of the City's Downtown Master Plan Design Guidelines (Chapter 5).</p>

5) Public Facilities	<p>Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment</p>
	<p>The proposed text amendment would facilitate infill commercial and residential development which allows for greater utilization of existing infrastructure without the need for utility expansion and increased cost of maintenance.</p>
6) Effect on Natural Environment	<p>Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife -</p> <p>There are no known environmental impacts and no immediate development proposed.</p>

REZONING STANDARDS ANALYSIS & CONDITIONS

Staff Analysis

1. Comprehensive Plan Consistency - Staff finds the proposed text amendment to be consistent with the Gen H *Comprehensive Plan* Character Area designation.
2. Compatibility - The proposed text amendment is compatible with existing development patterns in the area surrounding downtown and aligns with Gen H Goals & Guiding Principles.
3. Changed Conditions - The text amendment is a response to changes in state law.
4. Public Interest – The revisions improve opportunities for developers to build in alignment with the City's Downtown Design Guidelines.
5. Public Facilities – The proposal allows for greater utilization of existing infrastructure.
6. Effect on Natural Environment – None.

DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT

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

The proposed text amendment aligns with the Gen H Comprehensive Plan Future Land Use Map and Downtown Master Plan

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

DRAFT [Rationale for Approval]

- *The proposed amendment allows for greater utilization of private property*
- *The proposed amendment creates an opportunity to accommodate infill development*
- *The proposed amendment allows for walkable, urban development*

DRAFT [Rational for Denial]

- *The proposed amendment would no longer require a suburban pattern of development*
- *The proposed amendment would allow a traditional urban form*
- *The proposed amendment allows for townhome development in areas where there currently are few townhome developments.*

PLANNING BOARD RECOMMENDATIONPROJECT#: 25-92-ZTAMEETING DATE: January 15, 2026

PETITION REQUEST: C-2 Dimensional Standards (25-92-ZTA)

APPLICANT/PETITIONER: City of Hendersonville (Applicant)

PLANNING BOARD ACTION SUMMARY:

Staff gave a 10-minute presentation on the requested zoning text amendment covering information related to guidance from the Gen H Comprehensive Plan as well as reviewing the criteria for considering a text amendment. The Planning Board asked questions pertaining to if the City was being oppositional with the State with the proposed amendment. They were informed that we are not. In total Planning Board considered this item for 20 minutes.

PUBLIC COMMENT:

Ken Fitch, 1046 Patton St – Suggested that the amendment introduces the use of townhomes into this district and that by doing so the amendment would encourage gentrification in areas like 7th Ave.

DELIBERATION:

Staff clarified that townhomes are already allowed in C-2 under a Minor Planned Residential District, but multi-family is not allowed beyond quadplexes. The main focus of amendment was to reduce the front setbacks to allow for parking in the rear of lots.

MOTION:

Bob Johnson, moved that the Planning Board recommend approval providing the following:

COMPREHENSIVE PLAN CONSISTENCY STATEMENT:

The proposed amendment aligns with the Gen H Comprehensive Plan Future Land Use Map & Downtown Master Plan.

**REASONABLENESS STATEMENT:
[Rationale for Approval]**

1. The proposed amendment allows for greater utilization of private property.
2. The proposed amendment creates an opportunity to accommodate infill development.
3. The proposed amendment allows for walkable, urban development.

BOARD ACTION

- **Motion/Second:** Johnson / Rippy
- **Yea:** Johnson, , Rippy, McKinley, Waters, Zafra, Robertson (Chair)
- **Nays:** N/A
- **Absent:** Flores, Peacock, Russell, Gilgis

Ordinance #

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE CITY OF HENDERSONVILLE ZONING ORDINANCE, ARTICLE V. – ‘ZONING DISTRICT CLASSIFICATIONS’, SECTION 5-7-3 ‘C-2, SECONDARY BUSINESS ZONING DISTRICT – DIMENSIONAL REQUIREMENTS’ TO REDUCE FRONT SETBACKS AND MINIMUM LOT SIZE STANDARDS

WHEREAS, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on January 15, 2026; voting 8-0 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 February 5, 2026, 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, City Council has conducted a public hearing as required by the North Carolina General Statutes on February 5, 2026,

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’, Section 5-7-3 ‘C-2, Secondary Business Zoning District – Dimensional Requirements’ to Reduce Front Setbacks and Minimum Lot Size Standards

ZONING ORDINANCE

ARTICLE V. ZONING DISTRICT CLASSIFICATIONS

SECTION 5-7. - C-2, SECONDARY BUSINESS ZONING DISTRICT

5-7-3. Dimensional requirements.

Minimum lot area in square feet:	<u>8,000 (6,000 for residential use): 0</u>
Minimum lot width at building line in feet:	<u>None except for structures containing dwelling units which shall have a minimum lot width at building line of 50 feet.</u>
Minimum yard requirements in feet:	<p>Front: <u>15</u> <u>5 if sidewalk is 5' wide or less; 0 if sidewalks are greater than 5' wide</u></p> <p>Side: <u>0 or</u> <u>5</u> (Side yards are not required, but when provided must be a minimum of five feet. Common wall construction is permitted in the C-2 Zoning District Classification. <u>On all corner lots, a ten foot side yard setback is required.</u>)</p> <p>Rear: None except for structures containing dwelling units which shall have a minimum setback of ten feet. Otherwise, rear yards are not required unless the C-2 Zoning District Classification abuts an established</p>

	residential district. In this case, the rear yard setback requirement shall be a minimum of ten feet.
Maximum height in feet:	48

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of February 2026.

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: February 5, 2026
AGENDA SECTION:	NEW BUSINESS	DEPARTMENT: Public Services
TITLE OF ITEM, Presenter Name, Title:	Resolution for the City of Hendersonville to Apply for a USDOT BUILD Grant for the Hendersonville Downtown Streets Modernization Project: New Streets for New Business – <i>Brent Detwiler, Assistant City Manager, Public Services</i>	
<u>SUGGESTED MOTION(S):</u>	I move that City Council approve the resolution to submit a BUILD Grant application to USDOT for the Hendersonville Downtown Streets Modernization Project: New Streets for New Business.	

SUMMARY:

This is a resolution for the City to apply for a BUILD grant through the US Department of Transportation. The grant application is due February 24, 2026.

BUDGET IMPACT: N/A

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

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

ATTACHMENTS: none

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL IN SUPPORT
OF AN APPLICATION FOR USDOT BUILD GRANT FUNDING TO CONSTRUCT
THE HENDERSONVILLE DOWNTOWN STREETS MODERNIZATION PROJECT**

WHEREAS, the City Council of the City of Hendersonville considers safe vehicular, bicycle, and pedestrian transportation infrastructure to be of utmost importance to the region by providing Western North Carolina with modern transportation opportunities as well as increased economic viability and community development; and

WHEREAS, the United States Department of Transportation has established a Better Utilizing Investments to Leverage Development (BUILD) Grant Program that provides funding for surface transportation infrastructure projects that will have a significant local or regional impact; and

WHEREAS, the Hendersonville Downtown Streets Modernization Project will provide modern transportation infrastructure that will spur small-town economic development, jobs, and tourism while helping to rebuild a region devastated by Hurricane Helene; and

WHEREAS, the project is expected to generate significant rural economic impact, bringing residents and tourists safely into Downtown Hendersonville, and improve safety;

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

1. The City of Hendersonville shall submit an application to USDOT for a BUILD Grant to fund the design and construction of the Hendersonville Downtown Streets Modernization Project in Henderson County; and
2. The Mayor and/or City Manager shall hereby be authorized on behalf of the City of Hendersonville to execute any and all documents required for the City to complete and submit the grant application for up to \$25,000,000.00 in funding with commitment of matching funds from the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 5th day of February 2026.

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: February 5, 2026

AGENDA SECTION: UNFINISHED BUSINESS

DEPARTMENT: Public Services

TITLE OF ITEM: 5th Ave W and N Oak St Intersection Study Findings – *Brent Detwiler, Assistant City Manager, Public Services*

SUGGESTED MOTION(S):

I move that City Council direct staff to add an all-way stop at the intersection of 5th Avenue W and N Oak Street as presented by the finding of the recently completed intersection study.

SUMMARY:

A few months ago, City Council asked staff to examine the intersection of 5th Avenue W and N Oak Street since there have been several vehicular crashes. McAdams performed an intersection study, and the findings will be discussed. In summary, an all-way stop is warranted at the intersection. Staff will provide a brief presentation.

BUDGET IMPACT: N/A

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

If no, describe how it will be funded. Signage will be covered by operating funds.

ATTACHMENTS:

5th Ave W + N Oak St Intersection Study by McAdams



MCADAMS

80 Charlotte Street
Suite 40
Asheville, NC 28801
919.361.5000

December 19, 2025

Brent Detwiler, PE
Public Services Director
City of Hendersonville
305 Williams Street
Hendersonville, NC 29782

**RE: 5th Ave W + N Oak St Intersection Study
Hendersonville, NC**

Dear Brent,

At the request of the City of Hendersonville, McAdams has completed a traffic engineering and planning analysis to determine if all-way stop control or other improvements are warranted at 5th Ave W and North Oak St in downtown Hendersonville, NC. Figure 1, attached, shows the location of the study intersection.

Methodology

This intersection review and analysis was conducted in accordance with standard engineering practice. The following elements, as applicable, were considered in this engineering study:

- | Existing roadway geometry + traffic control
- | Grid network + system traffic control patterns
- | Traffic volumes + speed data
- | Capacity analysis
- | Intersection sight distance
- | Crash history

Intersection Review and Analysis

EXISTING ROADWAY GEOMETRY + TRAFFIC CONTROL

The following describes the existing conditions in the study area 5th Ave W and North Oak St.

5th Ave West at Oak St is an unsignalized four-legged intersection. 5th Ave W is oriented in an east-west direction and intersects with N Oak St, which is oriented in a north-south direction at approximately 90 degrees. The N Oak St approaches are stop controlled while 5th Ave W is free flowing. There are no horizontal curves at the intersection.

Intersection approach grades are listed in **Table 1**. Traffic signs and marking conditions are as follows:

- | Stop signs and stop bar pavement markings for Oak St approaches are present and in good condition.
- | High visibility crosswalks at all approaches. The crosswalk markings across Oak St are in fair condition.
- | There are two overhead flashing lights for each approach to the intersection that flash red for Oak St and yellow for 5th Ave W (a total of eight flashing lights at the intersection).

- At the two stop bars for Oak St, there is a signpost that contains street name signs mounted above a standard stop sign (R1-1) and a plaque that indicates 'CROSS TRAFFIC DOES NOT STOP' (W4-4P).
- On the intersection approaches for Oak St and 5th Ave, all the properties have off-street parking access with driveways; there are no parking restriction signs on either street.

5th Avenue West is a two-lane, east-west, collector roadway with a posted speed limit of 25 mph. 5th Ave W is marked with a double yellow centerline pavement marking and is 32-feet wide from curb to curb. 5th Ave W has one lane on each approach to Oak St and is showing signs of deterioration to the pavement and to the centerline marking. There are shared lane markings ("sharrows") on 5th Ave W.

Oak Street is a two-lane, north-south, local roadway with a posted speed limit of 25 mph. Oak St is 24-feet wide from curb to curb. The pavement surface is in fair condition. Oak St has one lane on each approach to the intersection with 5th Ave W where there are new pavement markings that indicate 'STOP AHEAD'. There are shared lane markings ("sharrows") on Oak St.

Additional information regarding the roads under study is presented in **Table 1**.

Table 1. Study Area Intersection Geometry

	Approach	Approach Lane Width	Shoulder Widths	Total Roadway Width	Grade
5th Avenue West (no stop control)	Eastbound	16-feet	Curb & Gutter along north and south side w/ sidewalk	32-feet	0.85%
	Westbound	16-feet	Curb & Gutter along north and south side w/ sidewalk	32-feet	-1.8%
Oak Street (stop control)	Southbound	12-feet	Curb & Gutter along east and west side w/ detached sidewalk	24-feet	-5.3 %
	Northbound	12-feet	Curb & Gutter along east and west side w/ detached sidewalk	24-feet	1.8%

GRID NETWORK + SYSTEM TRAFFIC CONTROL PATTERNS

Figure 2, attached, shows the surrounding street grid system and indicates the current traffic control for adjacent intersections in the network. All intersections along 5th Ave W between N Whitted St and Fleming St are signalized, except Oak St. In addition, for a vehicle traveling northbound or southbound through in this area, all intersections that are encountered with a flashing red indication are all way stop configurations, except for the intersection of Oak St and 5th Ave W. This intersection is the only grid intersection with a warning flashing system that is not an all way stop. Oak St terminates at 4th Ave, one block south of the study intersection.

TRAFFIC VOLUME + SPEED DATA

Vehicular Volumes: Existing traffic volume data is illustrated in Figures 3-6, attached. Traffic count data was collected at 5th Ave W and N Oak St from April 9, 2025 – April 16, 2025. Summary data, including Average Daily Traffic (ADT) is shown in Table 2.

Table 2: Existing Average Weekday Traffic Volume (April 9, 2025 – April 16, 2025)

	Approach	ADT	AM Peak	PM Peak
5th Avenue West	Eastbound	1,886	203 (6:00AM)	167 (1:00PM)
	Westbound	1,885	194 (7:00AM)	160 (2:00PM)
N Oak Street	Southbound	463	43 (11:00AM)	51 (2:00PM)
	Northbound	155	15 (6:00AM)	15 (3:00PM)

Pedestrian Volumes: During the field visits, people were observed walking along 5th Ave W. Although pedestrian volumes were not collected as a part of this study, relative walking/running use as indicated by Strava (a social network and fitness app for athletes, particularly runners and cyclists, that tracks and analyzes workouts using GPS) indicates that 5th Ave W and N Oak St is heavily used by people on foot. In Figure 7, the Strava heatmap screenshot, a darker red color indicates higher use. This is consistent with the residential and urban environment at the study intersection.



Figure 7. Heat Map from Strava Fitness App Indicating Relative Walking/Running Use at Study Area Intersection

Speed Data: The City of Hendersonville furnished speed data at 5th Ave W and N Oak St. The data was collected April 9, 2025 – April 16, 2025 using radar data collection methods mounted to utility poles. Speed data is illustrated in Table 3. The data indicates that, at all locations except for northbound N Oak St, both the 85th percentile speed—which represents the speed at or below which 85% of vehicles are traveling—and the average speed exceed the posted speed limit.

Table 3: Speed Probe Data Collected for 5th Ave W and N Oak St (April 9, 2025 – April 16, 2025)

	Approach	Posted Speed	85 th Percentile Speed	Average Speed
5th Avenue West	Eastbound	25 mph	32 mph	28 mph
	Westbound	25 mph	32 mph	28 mph
N Oak Street	Southbound	25 mph	31 mph	27 mph
	Northbound	25 mph	24 mph	21 mph

CAPACITY ANALYSIS

Capacity analyses were not completed for the study intersections. No significant delays were observed during field data collection, and a cursory review of the collected traffic volumes does not indicate volume levels that would result in significant delays or intersection capacity concerns. In addition, the low traffic volumes indicate that an all-way stop, if warranted, is expected to operate an acceptable level of service without the need for additional capacity analysis. This is further supported by current operations at nearby all way stop locations on 5th Avenue West with higher volume cross streets such as Blythe Street. Based on a review of existing traffic data, volumes are significantly below thresholds for signalization; therefore, signalization was not considered as part of this evaluation.

INTERSECTION SIGHT DISTANCE

The sight distance standards for vehicles exiting a side street onto an arterial are specified in NCDOT's *Policy on Street and Driveway Access to North Carolina Highways* are shown in the image below.

SIGHT DISTANCE (ft) PER 10 MPH OF ARTERIAL DESIGN SPEED FOR APPROPRIATE ARTERIAL WIDTH OF CROSSING			
Design Vehicle Crossing the Arterial	Two Lanes	Four Lanes	Six Lanes
Passenger Vehicle	100	120	130
Single Unit Truck	130	150	170
WB-50 Tractor Trailer	170	200	210

Image Source: "Policy on Street and Driveway Access to North Carolina", NCDOT

The standard measurement for corner sight distance is calculated as the measured distance along a crossing roadway where a driver stopped at a side road can see another vehicle approaching. The height of both the driver's eye and the approaching vehicle are assumed to be 3.5 feet above the road surface and the driver's eye is assumed to be 10 feet from the edge of the roadway.

Table 4 shows the NCDOT required sight distances and noted sight line obstructions at 5th Ave W and N Oak St. Figure 8 illustrates the site conditions and required sight distance.

Table 4: Sight Distance Evaluation at 5th Ave W and N Oak St

Travel Direction	Sight Distance Direction	Approaching Traffic		Exiting Side Street Vehicle	
		Speed (mph) ¹	Grade ² (%)	Sight Distances (feet)	
				Minimum Per NCDOT (Passenger Vehicle)	Sight Line Obstructions
Northbound N Oak St	To the left/west	25	-3.9	250	Wall, utilities and vegetation
	To the right/east	25	-3.1	250	Signs, postal box and vegetation
Southbound N Oak St	To the left/east	25	-3.1	250	None
	To the right/west	25	-3.9	250	Vegetation

EXIST = Existing (measured) Sight Distance

Sight Distance = NCDOT Minimum Stopping Sight Distance Requirements

(1) Posted Speed Limit

(2) Average Roadway Grade Approaching Intersection

Minimum sight lines are obstructed on the northwest, southwest and southeast corners at this intersection by a variety of features such as vegetation, walls, signs, utilities and a post office box. In addition, it is recommended that sight lines exceed minimums to improve conditions for a two-way stop control intersection. Given the permanent wall obstruction on the southwest corner and likely vegetation regrowth, this intersection will likely continue to experience limited sight lines.

CRASH HISTORY

The City of Hendersonville furnished crash data and reported crash forms (DMV-349) for January 1, 2021 to June 5, 2025. Over this time frame of approximately 4 years and 5 months, there were a total of 12 reported crashes at the intersection of 5th Ave W and N Oak St. These crashes are described in **Table 5** and represent data obtained by Hendersonville Police Department.

Table 5: Reported Crashes at 5th Ave W + N Oak St (2021-2025 YTD)

Date	Injury/Damage	Cause	At Fault Vehicle - Direction Traveling	Stop Compliance Summary
7/23/2021	Property Damage	Failure to Yield from Oak St	Northbound	Vehicle stopped but couldn't see cross traffic
11/17/2021	Property Damage	Failure to Yield from Oak St	Southbound	Vehicle stopped but couldn't see cross traffic
11/20/2021	Possible Injury	Failure to Yield from Oak St	Northbound	Vehicle stopped but didn't yield to cross traffic
1/19/2022	Property Damage	Failure to Yield from Oak St	Southbound	Vehicle did not stop at sign
10/13/2022	Property Damage	Failure to Yield from Oak St	Northbound	Vehicle did not stop at sign
2/15/2023	Property Damage	Failure to Yield from Oak St	Northbound	Vehicle stopped but didn't yield to cross traffic
6/22/2023	Property Damage	Failure to Yield from Oak St	Northbound	Vehicle stopped but didn't realize cross traffic didn't stop
7/22/2024	Minor Injury	Failure to Yield from Oak St	Southbound	Vehicle stopped but couldn't see cross traffic
12/24/2024	Possible Injury	Failure to Yield from Oak St	Northbound	Vehicle stopped but didn't yield to cross traffic
4/8/2025	Property Damage	Failure to Yield from Oak St	Northbound	Vehicle did not stop at sign
5/28/2025	Property Damage	Failure to Yield from Oak St	Northbound	Vehicle did not stop at sign
7/5/2025	Serious Injury	Failure to Yield from Oak St	Northbound	Vehicle did not stop at sign

Figure 9 illustrates crashes by year; note that the data collection year for 2025 is not complete at the time of this report.

The following patterns were identified in the crash data review:

- 12 crashes (100%) involved a driver that was traveling in either the northbound or southbound direction and that failed to yield to 5th Ave W cross traffic.
- 3 of these 12 incidents were reported to involve limitations in sight lines for traffic crossing 5th Ave W.
- 10 crashes resulted in property damage only, although two resulted in minor injury (**Figure 10**).
- 9 crashes (75%) occurred when a person was driving northbound on N Oak St at W 5th Ave W (**Figure 11**).
- 5 crashes (42%) involved northbound and southbound vehicles that did not stop at the stop sign before proceeding. This information was obtained from the City of Hendersonville Police Department (HPD) and is shown in **Figure 12**.

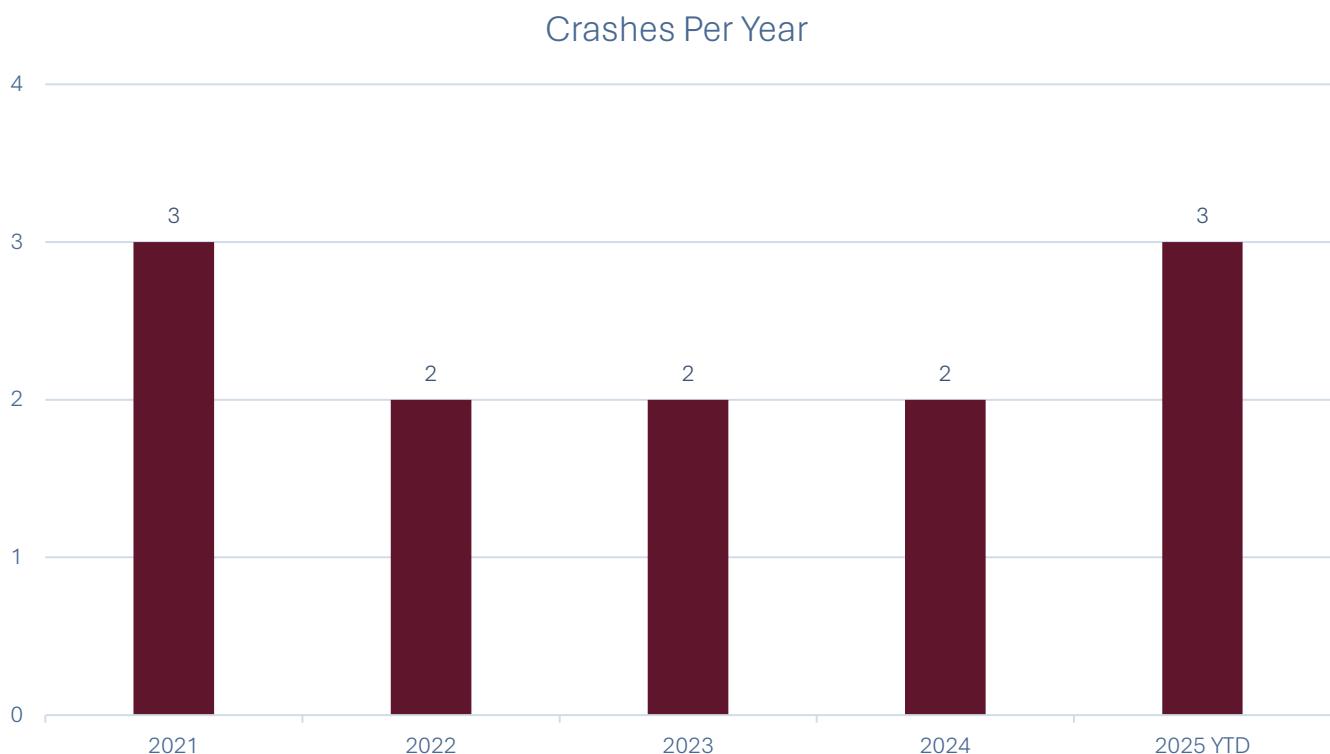


Figure 9. Crashes Per Year at 5th Ave W and N Oak St

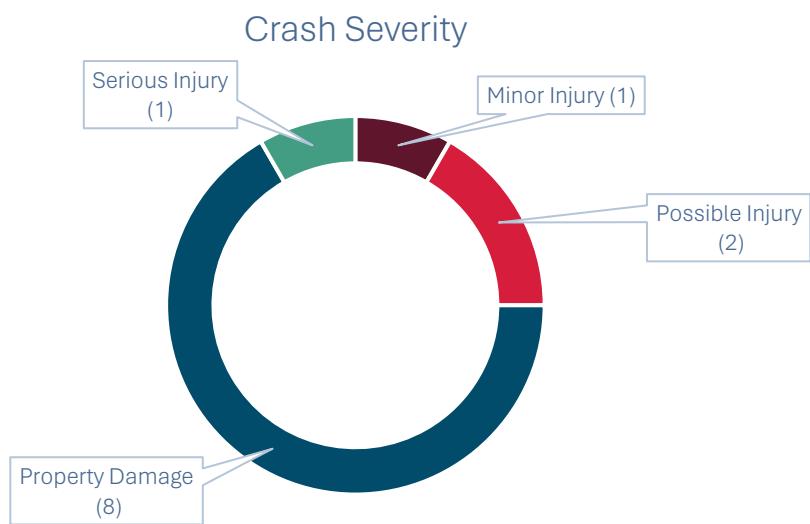


Figure 10. Crash Severity at 5th Ave W and N Oak St (2021-2025 YTD)

At Fault Driver - Direction Traveling on N Oak St

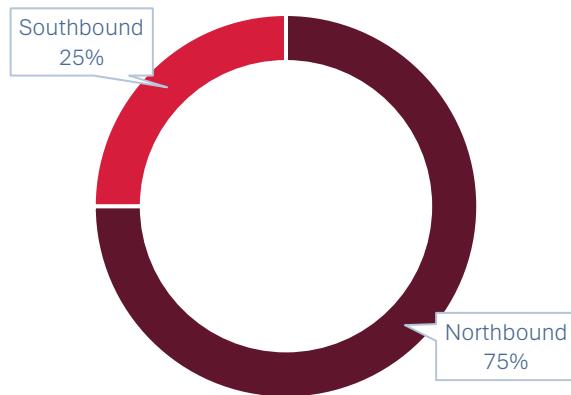


Figure 11. At Fault Driver Direction Traveling on N Oak St (2021-2025 YTD)

Stop Compliance Summary

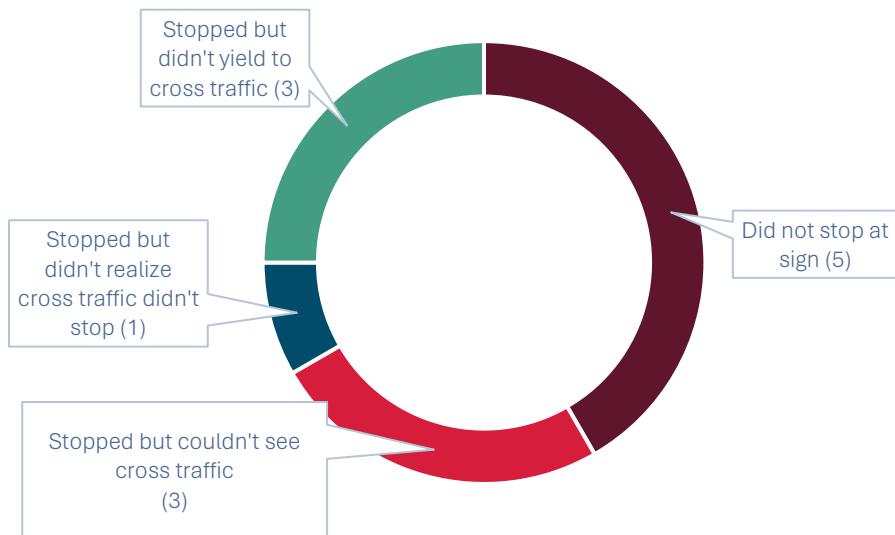


Figure 12. Stop Compliance Summary from HPD at 5th Ave W and N Oak St (2021-2025 YTD)

MUTCD All-Way Stop Evaluation

Based on an evaluation of existing conditions and intersection crash history, the following noted factors led to further investigation of an all-way stop for the study intersection:

- Based on a review of existing traffic data, volumes are significantly below thresholds for signalization; therefore, signalization was not considered as part of this evaluation
- Sight line limitations and noted limited visibility in crash reports
- Challenges in improving sight lines due to maintenance requirements as well as permanent walls
- Number of angle crashes due to failure to stop and/or yield to cross traffic
- Network traffic control and driver expectancy: As noted in the existing road network overview, for vehicles traveling northbound or southbound through this network of streets, all intersections that are encountered with a flashing red indication are all way stop configurations, except for the intersection of Oak St and 5th Ave W. This intersection is the only grid intersection with a warning flashing system that is not an all way stop. For one crash, the driver indicated that they assumed the 5th Avenue approaches had a stop sign. This is a possible contributing factor for the frequency of northbound and southbound crashes that included drivers failing to yield to cross traffic.

In addition, when warranted, all-way stop control is a low-cost and effective countermeasure that addresses frontal impact and angle crash patterns at intersections. According to a [2023 NCDOT study](#) of 348 rural intersections, all-way stops were shown to reduce fatalities and serious injuries by 92%. A [2020 study by NCDOT](#) evaluated the safety at 50 intersections in urban, suburban and rural areas of North Carolina found a 68% reduction in total crashes; 77% reduction in fatal and injury crashes; and 75% reduction in frontal impact crashes. This treatment is included in the region's *Safe Streets for WNC Countermeasure Library* as an effective countermeasure.

MUTCD WARRANT OVERVIEW

While all-way stops are not intended for speed control, they can serve as effective safety countermeasure at certain intersections. The decision to implement all-way stop control should be guided by an engineering study. This study has evaluated the criteria outlined in Section 2B.12 of the MUTCD to assess the appropriateness of installing an all-way stop at the intersection of 5th Avenue W and N Oak Street.

MUTCD Warrants, Section 2B.12 All-Way Stop Control:

WARRANT A: Crash Experience

WARRANT B: Sight Distance

WARRANT C: Traffic Signal Warrants

WARRANT D: Minimum Traffic Volume

Other criteria that may be considered in an engineering study from the MUTCD include the following from *Warrant E*:

Other Factors:

- A.** Left-turn conflicts.
- B.** Neighborhood collector streets.
- C.** Vehicle/pedestrian or vehicle/bicycle conflicts.

A summary of results for each of the above MUTCD warrants is as follows.

WARRANT A: CRASH EXPERIENCE

Section 2B.13 (A): “For a four-leg intersection, there are five or more reported crashes in a 12-month period or six or more reported crashes in a 36-month period that were of a type susceptible to correction by the installation of all-way stop control.”

- **Based on the data in Error! Reference source not found.5, there were five crashes in a 12-month period at 5th Ave W and N Oak St. These include the crash records for the following dates: 7/22/24, 12/24/24, 4/8/25, 5/28/25, and 7/5/25.**
- **This criterion is satisfied.**

WARRANT B: SIGHT DISTANCE

Section 2B.14 (B): “At such a location, a road user, after stopping, cannot see conflicting traffic and is not able to reasonably safely negotiate the intersection unless conflicting cross traffic is also required to stop.”

- Minimum sight lines are obstructed on the northwest, southwest and southeast corners at this intersection by a variety of features such as vegetation, walls, signs, utilities and a post office box. **Given the permanent wall obstruction on the southwest corner and likely vegetation regrowth, this intersection will likely continue to experience limited sight lines.**
- Implementation of all way stop control, if warranted, could help improve this condition and would require less maintenance and enforcement.
- **This criterion is satisfied. However, it is recommended that sight lines be cleared to maximize visibility at the intersection.**

WARRANT C: TRAFFIC SIGNAL WARRANTS

Section 2B.15: “Where all-way stop control is an interim measure that can be installed to control traffic while arrangements are being made for the installation of a traffic control signal (see Chapter 4C) at the intersection.”

- **Traffic control signals would not be warranted based on the low volume of existing traffic. This criterion is not satisfied.**

WARRANT D: MINIMUM TRAFFIC VOLUME

Section 2B.16. Minimum volumes:

“A. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the major street approaches is at least 300 units per hour for each of any 8 hours of a typical day; and

“B. The combined motor vehicle, bicycle, and pedestrian volume entering the intersection from the minor street approaches is at least 200 units per hour for each of any of the same 8 hours.”

- **The traffic volume data collected for the study, attached in the Appendix items, does not meet this minimum volume warrant. This criterion is not satisfied.**

WARRANT E: OTHER FACTORS – LEFT-TURN CONFLICTS

(A) “The need to control left-turn conflicts.”

- **Based on existing traffic volumes and intersection geometry, this criterion was not further evaluated and is not satisfied.**

WARRANT E: OTHER FACTORS – NEIGHBORHOOD RESIDENTIAL COLLECTOR STREETS

(B) “An intersection of two residential neighborhood collector (through) streets of similar design and operating characteristics where all-way stop control would improve traffic operational characteristics of the intersection.”

- Based on roadway classification for the study area intersections, this criterion is not satisfied.

WARRANT E: OTHER FACTORS – VEHICLE / PEDESTRIAN OR VEHICLE / BICYCLE CONFLICTS

(C) "Where pedestrian and/or bicyclist movements support the installation of all-way stop control."

- Based on observed pedestrians and bicycle volumes during site visits as well as local knowledge, it is assumed that this warrant would not be met. This criterion was not further evaluated and is not satisfied.

Summary and Recommendations

At the request of the City of Hendersonville, McAdams has completed a traffic engineering and planning analysis to determine if all-way stop control or other improvements are warranted at 5th Ave W and North Oak St in downtown Hendersonville, NC.

The following elements, as applicable, were considered in this engineering study:

- | Existing roadway geometry + traffic control
- | Grid network + system traffic control patterns
- | Traffic volumes + speed data
- | Capacity analysis
- | Intersection sight distance
- | Crash history

SUMMARY OF FINDINGS

- | Based on a review of existing traffic data, volumes are significantly below thresholds for signalization; therefore, signalization was not considered as part of this evaluation.
- | The crash analysis and intersection review identified safety factors that are correctable by all-way stop control, if warranted, including:
 - Sight line limitations.
 - Challenges in improving sight lines due to maintenance requirements as well as permanent walls.
 - Number of angle crashes due to sight line limitations and failure to stop and/or yield to cross traffic.
 - Network traffic control and driver expectancy: As noted in the existing road network overview, for vehicles traveling northbound or southbound through this network of streets, all intersections that are encountered with a flashing red indication are all way stop configurations, except for the intersection of Oak St and 5th Ave W. This intersection is the only grid intersection with a warning flashing system that is not an all way stop. For one crash, the driver indicated that they assumed the 5th Avenue approaches had a stop sign. This is a possible contributing factor for the frequency of northbound and southbound crashes that included drivers failing to yield to cross traffic.
- | The MUTCD all-way stop analysis yielded the following results which indicated an all-way stop is warranted based on Warrant A and B: crash history and sight distance. A summary of the full warrant analysis is as follows:
 - MUTCD Warrant A – Crash Experience: **Satisfied**
 - MUTCD Warrant B – Sight Distance: **Satisfied**
 - MUTCD Warrant C – Traffic Signal Warrants: **Not satisfied**
 - MUTCD Warrant D – Minimum Traffic Volumes: **Not satisfied**
 - MUTCD Warrant E – Other Factors:
 - Left-turn conflicts: **Not evaluated = assumed not satisfied**

- Neighborhood collector streets: Based on roadway classification: **Not satisfied**
- Vehicle/pedestrian or vehicle/bicycle conflicts: **Not further evaluated = assumed not satisfied**

RECOMMENDATIONS

Given the findings of this engineering study, 5th Avenue West and North Oak Street an **all-way stop control at the intersection of 5th Avenue W and N Oak Street is warranted and is an option for implementation**. However, this does not mean that an all-way stop is the only option. This does not indicate that an all-way stop must be implemented as geometric and physical modifications to the intersection could also be investigated and implemented. This could include:

- **Removing all sight line obstructions and implementing various other traffic calming solutions on intersection approaches:** This measure would require future monitoring of effectiveness in crash reduction. Given the crash history at this location, this was not presented as the final recommendation below. In addition, without additional topographic survey, it is difficult to determine if desirable sight lines can be achieved. Final sight lines would need to be measured after vegetation and obstacles are cleared.
- **Roundabout or mini-traffic circle implementation:** A mini-traffic circle would be appropriate if implemented in conjunction with a series of mini-traffic circles as well as additional corridor-wide traffic calming measures to modify driver expectations and speeds. Traffic circles and traffic calming are not included in the recommendations below since additional engineering investigations would be required to determine the feasibility of this option. If that option can be funded and is feasible, an all-way stop could serve as an interim measure until more systematic corridor enhancements can be engineered, designed and implemented.

The following intersection modifications are recommended to implement the all-way stop implementation:

- Clear vegetation to maximize sight lines at the intersection.
- Install permanent “Stop” signs (R1-1) and “All-Way” plaques (R1-4) on 5th Ave W approaches.
- Install Permanent “Stop Ahead” signs (W3-1) on 5th Ave W approaches.
- Remove “Cross Traffic Does Not Stop” Plaque (W4-4p) on N. Oak St approaches.
- Install “All-Way” plaques (R1-4) on N Oak St approaches.
- Modifications to Stop Warning Flashers to indicate all way stop conditions and to match nearby system all-way stop flashers for consistency (e.g. replace yellow flashers with red flashers for 5th Ave W approaches).

The following additional enhancements may be considered*:

- “Stop Ahead” Pavement Markings on 5th Ave W.
- Adding a strip of retroreflective material to the sign support in accordance with the MUTCD (red for stop sign and yellow for warning signs).

**Consideration should be given to network consistency and impacts on driver expectancy.*

The following temporary measures should be considered* individually or in combination in order to enhance driveway awareness of the change of traffic patterns.

- Deployment of variable message boards approximately one month in advance providing advance notification of the changes pending; or, installation of static signs at each intersection stating that the intersection is being converted to all-way stop on day x/xx/yyyy.
- Consider installation of a “New Traffic Pattern Ahead” sign (W23-2) on all intersection approaches to provide advance warning of a change in traffic patterns. These signs should be removed when the traffic pattern returns to normal, when the changed pattern is no longer considered to be new, or within 12 months.
- MUTCD 2A.11 Enhanced Conspicuity Options:

“D. Adding a NEW plaque (see Section 2C.60) above a new standard regulatory or warning sign, for a period of time in accordance with Paragraph 3 of this Section, to call attention to the new sign.”

“E. Adding one or more red or orange flags (cloth or retroreflective sheeting) above a standard regulatory or warning sign, with the flags oriented at 45 degrees to the vertical.”

**Prior to moving forward with any of these measures, some consideration should be given to establishing a standard procedure for the City. Future implementation can follow the same procedure which will assist with safety and driver expectancy.*

If we can be of further service, please call at your convenience. We are available to provide field markings indicating the locations of all proposed signs.

Please let us know if you have any questions or need additional information. Thank you for your review and consideration.

Sincerely,

McAdams



Christy Staudt, PE | Practice Lead, Active Transportation

cstaudt@mcadamsco.com | 828. 329. 5625

Attachments: Figures and Appendix



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd

MEETING DATE: 02/05/2025

AGENDA SECTION: City Manager Report

DEPARTMENT: Administration

TITLE OF ITEM: January 2026 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											
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER		



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet

MEETING DATE: 2/5/2026

AGENDA SECTION: CLOSED SESSION

DEPARTMENT: Administration

TITLE OF ITEM: Closed Session – *John Connet, City Manager*

SUGGESTED MOTION(S):

I move that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1), (4) and (6) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, to discuss matters relating to the location or expansion of industries and businesses in the area served by the public body and to consider the qualifications, competence, performance and character, fitness conditions of an individual public officer.

SUMMARY:

City staff is requesting a closed session to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, to discuss matters relating to the location or expansion of industries and businesses in the area served by the public body and to consider the qualifications, competence, performance and character, fitness conditions of an individual public officer

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. NA

ATTACHMENTS:

None