



CITY OF HENDERSONVILLE
CITY COUNCIL SECOND MONTHLY MEETING
Operations Center - Assembly Room | 305 Williams St. | Hendersonville NC 28792
Wednesday, September 25, 2024 – 4:00 PM

AGENDA

1. **CALL TO ORDER**
2. **CONSIDERATION OF AGENDA**
3. **CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*
 - A. Resolution to Apply for Funding for the Sewer Collection System Asset Inventory Assessment Master Plan Update- *Adam Steurer, Utilities Director*
 - B. Utility Extension Agreement for Apple Ridge Development – *Brendan Shanahan, Project Division Manager*
4. **PRESENTATIONS**
 - A. Dogwood Grant Proposal – *John Connet, City Manager and Brian Pahle, Assistant City Manager*
 - B. Proposed Revisions to Parks Master Plan – *John Connet, City Manager*
 - C. Oakdale Cemetery Columbarium Plan Presentation – *Tom Wooten, Public Works Superintendent and Mark Stierwalt, Public Works Superintendent*
 - D. 7th Avenue Streetscape Update - *Brendan Shanahan, City Engineer*
5. **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.

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPLY FOR
FUNDING FOR THE SEWER COLLECTION SYSTEM ASSET INVENTORY
ASSESSMENT MASTER PLAN UPDATE**

WHEREAS, the North Carolina Department of Environmental Quality Division of Water Infrastructure administers a funding program for investment in drinking water, wastewater, and stormwater systems; and

WHEREAS, The City of Hendersonville has need for and intends to conduct a study in a project described as the sewer collection system asset inventory and assessment master plan update; and

WHEREAS, The City of Hendersonville intends to request State loan and/or grant assistance for the project; and

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

1. That City of Hendersonville, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.
2. That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.
3. That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.
4. That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Hendersonville to make scheduled repayment of the loan, to withhold from the City of Hendersonville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.
5. That Adam Steurer, Utilities Director, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study of or construction of the project described above.
6. That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
7. That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Steurer, Utilities Director **MEETING DATE:** September 25, 2024
AGENDA SECTION: Consent Agenda **DEPARTMENT:** Utilities
TITLE OF ITEM: Resolution to Apply for Funding for the Sewer Collection System Asset Inventory Assessment Master Plan Update- *Adam Steurer, Utilities Director*

SUGGESTED MOTION(S):

I move City Council to adopt the *Resolution by the City Council to apply for funding for the Sewer Collection System Asset Inventory Assessment Master Plan Update*

SUMMARY:

The North Carolina Department of Environmental Quality Division of Water Infrastructure is accepting grant and low-interest loan applications by September 30, 2024 for water and wastewater projects. Staff is recommending applying for a grant to fund the Sewer Collection System Asset Inventory Assessment Master Plan. A resolution by the Utility governing board, Hendersonville City Council, is required for the funding application. The grant maximum is \$150,000.

BUDGET IMPACT: N/A

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

If no, describe how it will be funded.

ATTACHMENTS:

Resolution



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan, Project Division Manager **MEETING DATE:** September 25, 2024

AGENDA SECTION: CONSENT **DEPARTMENT:** Engineering

TITLE OF ITEM: Utility Extension Agreement for Apple Ridge Development – *Brendan Shanahan, Project Division Manager*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Housing Assistance Corporation for the Apple Ridge Development as presented and recommended by staff.

SUMMARY:

Attached for Council’s approval is a proposed Utility Extension Agreement (UEA) outlining the duties and responsibilities for Housing Assistance Corporation with respect to the construction and conveyance of water and sewer infrastructure to the City. Please note the agreement reflects a payment of \$800,000 from the City for this conveyance, and for the provision of affordable housing units within the City of Hendersonville.

BUDGET IMPACT: \$800,000

ATTACHMENTS:

Utility Extension Agreement –
Resolution

Resolution # __-____

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO
AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION
AGREEMENT WITH HOUSING ASSISTANCE CORPORATION
FOR THE APPLE RIDGE DEVELOPMENT**

WHEREAS, the City of Hendersonville owns, operates and maintains a water and sewer 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 Housing Assistance Corporation (“HAC”) is constructing water and sewer infrastructure (the “New Infrastructure”) to serve Apple Ridge Development, a development that will provide affordable housing to low to moderate income households;

WHEREAS, upon completion and acceptance, the New Infrastructure will be conveyed to the City to own, operate, and maintain, and to become a part of the water and sewer system of the City in exchange for a payment by the City of \$800,000; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the HAC and the City for the construction and conveyance of the New Infrastructure to the City; and

WHEREAS, a draft Utility Extension Agreement has been prepared for consideration by the City Council

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

1. The Utility Extension Agreement with “HAC” is approved as presented.
2. Payment of the sum of \$800,000 for the conveyance of the New Infrastructure is approved.
3. 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 new financial obligation upon the City beyond that approved by this Resolution.
4. 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 beyond that approved by this Resolution.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of October, 2024.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

Prepared by and return to: Angela S. Beeker, City Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this day of _____, 20____, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **THE HOUSING ASSISTANCE CORPORATION**, a North Carolina nonprofit corporation, herein referred to as "Developer,"

WITNESSETH:

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

Consisting of +/- 16.90 acres, divided into 2 tracts, Tract One being a +/- 5.02 acre tract, and Tract Two being a +/- 11.88 acre tract, both Tracts One and Two being shown on that plat recorded in Plat Book 2024 at Page 15370 of the Henderson County Registry, Developer having acquired the +/- 16.90 acres by way of that deed recorded in Deed Book 3968 at page 264, Henderson County registry, Tract One having a REID of 10013075, and Tract Two having a REID of 10013076, Tracts One and Two collectively hereinafter referred to as the "Property"; and

WHEREAS, the Developer has received conditional zoning approval for the development of a project known as Apple Ridge (project number 22101); 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 _____; and 2) a Sanitary Service Extension consisting of _____ and being more particularly shown and described on those construction plans and specifications, dated _____, prepared by _____ 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 Property is not located within the City’s municipal boundaries but is located within the City’s extraterritorial jurisdiction; and

WHEREAS, the City is not obligated to offer water or sanitary sewer service to property outside its corporate limits but has agreed to do so pursuant to the terms and conditions of this Agreement; 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), and provide construction administration services during the construction of the New Infrastructure.
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. For and in consideration of the sum of \$800,000.00, paid by the City to Developer, Developer shall cause the New Infrastructure to be constructed and, upon completion, convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements. It is also understood and agreed by the parties hereto that the City is purchasing the New Infrastructure in reliance upon the Developer's agreement that the Apple Ridge project will be used to provide housing that is affordable to households having a household income that is less than or equal to 80% of the area median income for Henderson County.
6. Developer shall comply with North Carolina General Statutes Chapter 143, Article 8, in bidding and constructing the New Infrastructure. Developer shall 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: HOUSING ASSISTANCE CORPORATION,
an Ohio Limited Liability Company

THE CITY OF HENDERSONVILLE

BY: _____ (SEAL)
(signature)

BY: _____ (SEAL)
John Connet, City Manager

Printed name: _____
Title: _____

This instrument has been preaudited in that manner
Required by the North Carolina Local Budget and Fiscal
Control Act.

John Buchanan, Finance Director

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 Housing Assistance Corporation, a North Carolina nonprofit corporation, and that they executed and acknowledged the foregoing instrument on behalf of The

Housing Assistance Corporation pursuant the due authorization by The Housing Assistance Corporation and that the instrument is the act and deed of The Housing Assistance Corporation.

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)

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 Buchanan, personally appeared before me and, being duly sworn, stated that he is Finance Director of the City of Hendersonville, North Carolina, and acknowledged the due execution of the foregoing instrument

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

My commission expires _____

Notary Public Signature (OFFICIAL SEAL)



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 9/25/2024

AGENDA SECTION: PRESENTATION **DEPARTMENT:** Administration

TITLE OF ITEM: Dogwood Grant Proposal – *John Connet, City Manager and Brian Pahle, Assistant City Manager*

SUGGESTED MOTION(S):

I move that the City Council proceed with the development of a revised grant application based on the direction provided by the City Council at tonight's meeting.

SUMMARY:

Brian and I will present a proposal for the utilization of the Dogwood Health Funds previously allocated for the Connections Center. Any allocation of funds will have to be approved by the Dogwood Health Trust. A revised grant application will be submitted if the City Council accepts the proposal.

BUDGET IMPACT: \$1.5 million

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

If no, describe how it will be funded. NA

ATTACHMENTS:

Draft Proposal



Item A.

Unhoused and Housing Initiatives

Update – Dogwood Grant

City of Hendersonville

August 28, 2024



01

Review and update the City's approach to the unhoused population and housing opportunities.

02

Introduce an updated proposal for the Dogwood Grant Funds.

Strategic Plan Impacts – Goals **PS, HP, and GCC**

- **25.PS.a – Enhance Downtown Safety Program**
- **25.PS.b – Explore Social Worker Co-Responder Models and Crisis Response**
- **25.PS.e – Expand Code Enforcement Capacity**
- **25.PS.f – Create Vacant Property Registry**
- **24.HP.a – Complete Strategic Housing Plan**
- **24.HP.c – More Affordable Housing**
- **24.HP.d – Workforce Housing**
- **25.GCC.i – Start Unified Development Ordinance Update**



Built for Zero Model & Other Strategies

Implementing the Built for Zero Model in Hendersonville



Create a Unified Team

- Leverage the Unhoused Resource Network to form a multi-agency team headed by the social worker
- Align stakeholders under the clear, measurable goal of functional zero
- Coordinate with the Region 2 Continuum of Care



Calibrate Policies Using Data

- Use GIS data from the Unhoused Data Gathering Initiative to fine tune city policy
- Identify hotspots and patterns to inform policy adjustment
- Address racial inequities by highlighting disproportionately affected areas



Promote Comprehensive Case Management

- Provide the social worker with access to user-friendly case management software
- Develop client files with detailed individual data
- Collaborate with local providers to provide wraparound services



Targeted Housing Solutions

- Council designates itself as a housing authority
 - Gain control over affordable housing projects
 - Leverage existing partnerships and best practices from successful models like Chapel Hill
- Implement a Vacant Housing Receivership Program
 - Utilize legal frameworks to rehabilitate vacant properties to increase affordable housing



Funding Sources

Dogwood Housing = \$1.5m

- **\$1m – Housing and Land (infrastructure support)**
- **\$300k – Mental and Substance Abuse Support Programming**
- **\$200k – Crisis Intervention Navigator Services**

Dogwood Housing Plan = \$100k

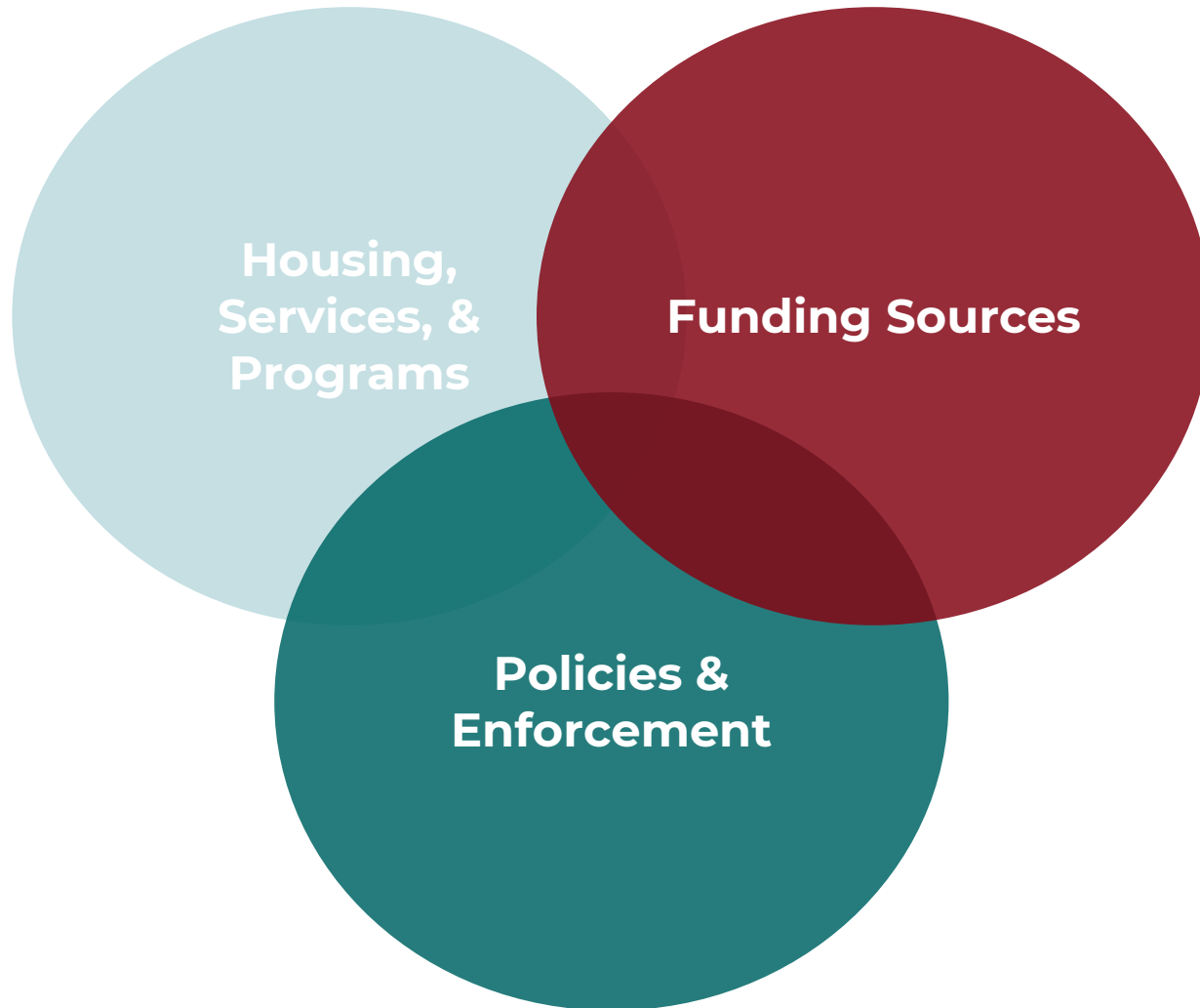
- **\$25k – Shane Phillips, Field Trip, Marketing, Logistics**
- **\$66k – DFI Housing Inventory**
- **\$25k – Facilitation Services**

ARPA for Public Safety = \$680k

- **\$284k – DT Police Officer (3 Years)**
- **\$236k – Zoning Officer (3 Years)**
- **\$150k – DT Safety Infrastructure**



Multi-Faceted Approach



Do not bear the burden of attempting to solve everything

–

The City deals with many wicked issues that do not have easy answers or solutions. With most (if not all) of these issues, the City will play an important role in developing solutions. However, in many cases, City Council and staff are simply one piece of the solution.





Questions?

Update – Dogwood
Grant

August 28, 2024





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 9/25/2024
AGENDA SECTION: PRESENTATION **DEPARTMENT:** Administration
TITLE OF ITEM: Proposed Revisions to Parks Master Plan – *John Connet, City Manager*

SUGGESTED MOTION(S):

NA

SUMMARY:

City Manager John Connet will present the proposed revisions to Parks Master Plan as discussed by the with the City Council. The Master Plan will be placed on the October 3, 2024 City Council Agenda for final approval.

BUDGET IMPACT: \$

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

NA



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 9/25/2024
AGENDA SECTION: PRESENTATION **DEPARTMENT:** Administration
TITLE OF ITEM: Oakdale Cemetery Columbarium Plan Presentation – *Tom Wooten, Public Works Superintendent and Mark Stierwalt, Public Works Superintendent*

SUGGESTED MOTION(S):

EnterMotionHere

SUMMARY:

Tom Wooten and Mark Stierwalt will make a presentation regarding the construction of columbarium in the Oakdale Cemetery.

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet, City Manager **MEETING DATE:** 9/25/2024
AGENDA SECTION: PRESENTATION **DEPARTMENT:** Administration
TITLE OF ITEM: 7th Avenue Streetscape Project Update – *Brendan Shanahan, City Engineer*

SUGGESTED MOTION(S):

EnterMotionHere

SUMMARY:

City Engineer Brendan Shanahan will provide City Council with 7th Avenue Streetscape Project Update.

BUDGET IMPACT: \$ NA

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

If no, describe how it will be funded. NA

ATTACHMENTS:

None