



CITY OF HENDERSONVILLE CITY COUNCIL REGULAR MEETING

City Hall - 2nd Floor Meeting Room | 160 6th Ave. E. | Hendersonville, NC 28792
Thursday, March 06, 2025 – 5:45 PM

AGENDA

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

February 12, 2025 Regular Meeting
 - B. Resolution to accept 2023 Local Water Supply Plan - *Gracie Erwin, Utilities Compliance Coordinator*
 - C. Henderson County Tax Adjustments - *Amanda Lofton, Deputy Tax Collector*
 - D. Henderson County Tax Adjustments - *Amanda Lofton, Deputy Tax Collector*
 - E. Brooklyn Community Garden Resolution - *Caitlyn Gendusa, Public Works Superintendent - Sustainability*
 - F. Special Event: 7th Avenue Street Fest *Jamie Carpenter, Downtown Manager*
 - G. Utility Extension Agreement for the Berkeley Mills Park Sports Complex – *Adela Gutierrez-Ramirez, Civil Engineer*
 - H. March 2025 Budget Amendments – *Adam Murr, Budget & Eval. Director*
 - I. Resolution Authorizing Sale of Stock – *Krystal Powell, Finance Director*
 - J. March 2025 Project Ordinances and Reimbursement Resolutions – *Adam Murr, Budget & Eval. Director*
 - K. Resolution Agreeing to Memorandum of Understanding with the French Broad River MPO – *Matthew Manley, AICP – Long-Range Planning Manager*
 - L. Assistant Human Resources Director – *Jennifer Harrell, HR Director*

M. Approval of United Financial, a Division of HomeTrust Bank to Provide Installment Financing for a Pothole Patcher Purchased in Fiscal Year 2025 – *Krystal Powell, Finance Director*

6. PRESENTATIONS

A. Brooklyn Community Garden Grand Opening - *Caitlyn Gendusa, Public Works Superintendent*
- *Sustainability Manager, Jane Grossman, and Tae Brown*

B. Duke Energy Business Energy Excellence Award Recognition - *John Connet, City Manager*

C. Introduction of City of Hendersonville Academy Graduates - *LuAnn Welter*

7. PUBLIC HEARINGS

A. Rezoning: Conditional Zoning District – 715 Greenville Highway Multi-Family (P24-39-CZD)
– *Tyler Morrow– Current Planning Manager*

8. NEW BUSINESS

A. NC Treasurer’s Office Loan – *Brian Pahle, Assistant City Manager*

B. Our State, Our Homes Grant – *Angela S. Beeker, City Attorney*

C. Engineering Services to Support the WWTF 6 MGD Expansion and Improvements Project–
Adam Steurer, Utilities Director

9. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

A. Appointments to Various Boards - *Jill Murray, City Clerk*

10. CITY COUNCIL COMMENTS

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

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

12. CLOSED SESSION

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

13. ADJOURN

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



MINUTES

February 12, 2025

REGULAR MEETING OF THE CITY COUNCIL

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

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

Absent: Mayor Barbara Volk; Communications Director Allison Justus

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

1. **CALL TO ORDER**

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

2. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**

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

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

In Person:

Virginia Tegal of Hendersonville, read a statement from Abraham Lincoln and on that note, found herself appreciative for the work that the City does. She noted that City Manager John Connet received a Citizenship Award from Duke Energy at the recent Chamber of Commerce meeting for handling things after Hurricane Helene. I am especially thankful for your concern for the people of this city and the environment. I appreciate all that you do and I just found out that if you have a medical condition that keeps you from putting your garbage bins at the curb because you can't physically do it, the city will handle it for you. I think that's incredible.

Ross Buchanan of Edneyville spoke about a parking ticket that he received and said that he will not pay it and will take it all the way to the Supreme Court if he has to.

Jesse Woodruff of Hendersonville, spoke about the zoning amendment on the agenda for tonight. He was representing his father Randy who has been a resident of 60 years and displaced by Hurricane Helene. Despite his desire to rebuild, the current ordinance is making it difficult. We would like to replace a non-conforming structure, his mobile home. He asked that council approve the zoning amendment.

Indian Jackson spoke about DEI and the continuing gentrification of 7th Avenue and asked that council try harder behind closed doors.

4. **CONSIDERATION OF AGENDA**

City Manager John Connet asked that Item 8D-AARP Sidewalk Study and Item 9A-Board and Committee Appointments be removed from the agenda. Council Member Lyndsey Simpson moved that City Council approve the agenda as amended. 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

January 8, 2025 Regular Meeting

January 22, 2025 Second Monthly Meeting

B. State and Local Cybersecurity Grant Project Ordinance and Reimbursement Resolution – Adam Murr, Budget and Eval. Director

Ordinance #O-25-01

GRANT PROJECT ORDINANCE FOR

THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE STATE AND LOCAL CYBERSECURITY GRANT PROJECT, #G2502

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

Section 1: The project authorized is a City project described as the State and Local Cybersecurity Grant Project, #G2502.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1010	N/A	G2502	SLCGP Grant Expenditures	\$199,286
Total Project Appropriation					\$199,286

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2502	Grant (SLCGP 2025)	(\$199,286)
Total Project Appropriation					(\$199,286)

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

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

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

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

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

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

Resolution #R-25-09

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE STATE AND LOCAL CYBERSECURITY GRANT PROJECT (#G2502), ORDINANCE #O-25-01 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$199,286.

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

**C. Amendments to Fee Schedule to Reinstate Late Fees and Disconnection for
Delinquent Utility Accounts – Angela S. Beeker, City Attorney**

Ordinance #O-25-02

**AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE
BUDGET ORDINANCE TO REINSTATE LATE FEES AND DISCONNECTIONS FOR DELINQUENT
UTILITY ACCOUNTS**

WHEREAS, the City Council of the City of Hendersonville ("City Council") adopted a fee schedules as part of the FY25 budget ordinance; and

WHEREAS, the City of Hendersonville and its residents have suffered devastating impacts due to Hurricane Helene, and will be in a state of recovery for a considerable period of time; and

WHEREAS, the City Council amended the fee schedule to eliminate certain late fees and disconnections fees during the Mayoral declared State of Emergency due to Hurricane Helene to assist in the recovery efforts; and

WHEREAS, City Council wishes to reinstate late fees and utility disconnections;

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

Section I. Amendment to Fee Schedule Adopted Pursuant to Section 8 of the FY25 Budget Ordinance

The official fee schedule adopted pursuant to Section 8 of the FY25 Budget Ordinance is hereby amended as follows:

[Remainder of this page left blank intentionally.]

CITY OF HENDERSONVILLE FIRST AMENDMENT FEE SCHEDULE	
ADOPTED BY BUDGET ORDINANCE FOR FISCAL YEAR 2024-2025	
<small>*Public Hearing required for items denoted with asterisk*</small>	
DEPARTMENT / DESCRIPTION	COST / CHARGE / FEE
ADMINISTRATION	
General	
Clerk's Certification of Public Records	\$3.00 per page (after first page)
Application for Certificate of Public Convenience & Necessity (taxicab)	\$60.00
Horse-Drawn Carriage Permit	\$60.00
Flash Drives:	
0-8 GB	\$5.00 each
16-128 GB	\$7.00 each
>/= 128 GB	\$20.00 each
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
City Council Agenda Subscription	
Meeting Subscription & Printing	\$16.00 per agenda packet
Annual Subscription & Printing	\$180.00 per fiscal year
Special Event Fees	
Event Application Fee	\$25.00 per application
Class A Special Event Closure (High-Impact full Main Street MSD Closure)	\$700.00 per day
Class B Special event closure (moderate impact, full Main Street MSD Closure)	\$450.00 per day
Class C Special Event Closure (Full Main Street with Avenues Open)	\$300.00 per day
Class D Special Event Closure (Closure of 2 blocks or less)	\$75.00 per block, per day
Class E - Special Event Closure (Closure of parking spaces at Courthouse Plaza)	\$50.00 per day
Multi-Day Food Vendors	\$55.00 per day
COMMUNITY DEVELOPMENT	
FEES - For so long as the Mayor's Declared State of Emergency is in effect for Hurricane Helene, Community Development Fees marked with a "*" are reduced to "\$0.00".	
General- Zoning Compliance	
Zoning Verification Letter *	\$50.00
Non-Conforming Use Alteration Request (BOA Review) *	\$100.00
Variance Request (BOA Review) *	\$75.00
Certificate of Appropriateness (Minor work) *	\$50.00
Certificate of Appropriateness (Major work) *	\$75.00
Telecommunications Towers, Antennas and Equipment	
Small Wireless Facilities (first 5 facilities)	\$100.00 each
Additional small wireless facilities on the same application	\$50.00 each
Administrative Review	No Charge
General - Copy & Scan Charges Per Page	
Black	\$0.15
Color	\$0.25
Conditional Use	\$200
Copy Charges (per page)	
Black	\$0.15
Color	\$0.25
General - Copy & Scan Charges Per Page	
Large Format Copy	\$10.00
Large Format Scan	\$5.00
Zoning Map	\$5.00

Future Land Use Map Copy	\$5.00
General - Code Enforcement	
Nuisance Fee (Admin. Cost Doubles for each Offense within a Year)	Cost + \$100.00 Admin. Cost
Encroachment Permit	
Outdoor Dining Fee (Annual)	\$0.50 per Sq. Ft.
Demolition	
Demolition Admin Fee #	\$100.00
Payments in Lieu	
In Lieu - Sidewalks	\$75.00 per Linear Ft.
In Lieu - Trees	\$1.53 per Sq. Ft.
Rezoning Requests	
Zoning Ordinance Map Amendment (Standard Rezoning)	
Commercial or Industrial	\$275.00
Residential < 3 acres	\$175.00
Residential > 3 acres	\$225.00
Zoning Map Amendment (Conditional Rezoning)	
Conditional Rezoning - Legislative Process	\$100 per acre, \$500 minimum
Final DRC Review	\$500.00
Zoning Ordinance Text Amendments	\$175.00
Site Plan Reviews & Amendments	
Commercial, Industrial or Institutional	
5,000 - 19,999 square feet in floor area	\$300.00
20,000 - 50,000 square feet in floor area	\$450.00
Residential Developments	
3 - 10 dwellings	\$300.00
11 - 50 dwellings	\$450.00
Traffic Impact Analysis Study (Administrative Review)	\$1,000.00
Plat Review	
Subdivision Plats	\$20.00 per lot
Street Closing Petition (\$1,000 deposit)	\$1,000.00
Annexation Petition & Plat Review	
Contiguous	\$300.00
Satellite	\$450.00
PERMITS	
General- Zoning Compliance	
Zoning Compliance Permit #	\$50.00
Temporary Use Permit # (The fee shall be reduced to \$0.00 for temporary residential uses only)	\$60.00
Special Use Permit #	\$200
Floodplain Development Permit #	\$300.00
Telecommunications Towers, Antennas and Equipment	
Basic Permit (C-3, I-1)	\$450.00
Special Use Permit1	\$2,500.00
Sign Permits	
Sign Compliance Permit #	\$75.00
Special Use Permit	\$200
Note 1: Applicable only to applications required to meet the additional standards contained in Section 16-4-23.4.	
Note 2: Fees for towers proposed for siting in PCD or PID district are included in the fee for conditional use review.	
FIRE DEPARTMENT	
General	
FEES	
Construction Plans Review	
Commercial hood suppression systems	\$100.00

Explosives and fireworks	\$100.00
Petroleum tanks and appurtenances	\$100.00
Sprinkler systems, fire alarm systems and Emergency Responder Radio Coverage Systems	
Minimum up to 1,000 square feet	\$50.00
1,001 - 5,000 square feet	\$100.00
5,001 - 10,000 square feet	\$150.00
10,001 - 25,000 square feet	\$200.00
25,001 - 50,000 square feet	\$250.00
50,001 - 100,000 square feet	\$300.00
100,001 - 200,000 square feet	\$350.00
Over 200,000 square feet	\$400.00
Work without a permit	\$250.00
Fire Inspection Fees - Fire Inspection fees for inspections of facilities damaged by Hurricane Helene shall be \$0.00.	
Minimum up to 1,000 square feet	\$50.00
1,001 - 5,000 square feet	\$100.00
5,001 - 10,000 square feet	\$150.00
10,001 - 25,000 square feet	\$200.00
25,001 - 50,000 square feet	\$250.00
50,001 - 100,000 square feet	\$300.00
100,001 - 200,000 square feet	\$350.00
Over 200,000 square feet	\$400.00
R-2 & S Occupancies (Apartment Complexes, Storage Units, etc.)	
1-20 Units	\$50.00
21-50 Units	\$100.00
51-100 Units	\$150.00
101-150 Units	\$200.00
151-200 Units	\$250.00
201-250 Units	\$300.00
251-300 Units	\$350.00
Over 300 Units	\$400.00
PENALTIES	
Re-inspection Fee (Follow-up) per re-inspection	\$100.00
Annual Non-Compliant Inspection Fee	\$250.00
Hazardous Material Response Fees	
Chief Officer - per officer (per hr.)	\$75.00
Engine Company Response - per engine (per hr.)	\$150.00
Fire Marshal/Deputy Fire Marshal - per person (per hr.)	\$50.00
Ladder/Truck Response - per ladder/truck (per hr.)	\$200.00
Materials/Supplies Used	Actual replacement cost
Off Duty/Call Back Personnel	Average hourly rate x 1.5
Site Assessment Fee	\$50.00
PERMITS	
Operational Permits	
ABC License Fee	\$50.00
Amusement Buildings	\$50.00
Carnival and Fairs	\$50.00
Combustible dust-producing operations	\$100.00
Covered and Open Mall Buildings	\$50.00
Exhibits and trade shows (per event)	\$50.00
Explosives	\$100.00
Flammable and Combustible Liquids	\$100.00
Fumigation and thermal insecticide fogging	\$100.00
Liquid or gas-fueled vehicles or equipment in assembly buildings	\$100.00

Private Hydrants	\$50.00
Pyrotechnic special effects material	\$100.00
Spraying and Dipping	\$100.00
Temporary membrane structures, tents, and canopies (excludes special event:	\$50.00
Construction Permits	
Automatic fire extinguishing systems	\$100.00
Battery systems	\$100.00
Compressed gas	\$100.00
Cryogenic fluids	\$100.00
Emergency responder radio coverage system	\$100.00
Fire alarm and detection systems and related equipment	\$100.00
Fire pumps and related equipment	\$100.00
Flammable and Combustible liquids	\$100.00
Gates and barricades across fire apparatus access roads	\$100.00
Hazardous Materials	\$100.00
Industrial Ovens	\$100.00
LP Gas	\$100.00
Private fire hydrant	\$100.00
Smoke control or smoke exhaust systems	\$100.00
Solar photovoltaic power systems	\$100.00
Spraying and Dipping	\$100.00
Standpipe systems	\$100.00
Temporary membrane structures, tents, canopies (per site, excludes special ev	\$50.00
PENALTIES	
Illegal Burn Fee	\$100.00
FINANCE	
General	
Beer License - On Premises	\$15.00
Beer License - Off Premises	\$5.00
Carnival Permit	\$100/week + \$5 per device
Delinquent Account Fee Delinquent Account Fees shall not be assessed against accounts becoming delinquent during the period of time that the Mayor declared State of Emergency for Hurricane Helene is in effect. Delinquent Account Fees for delinquencies predating the State of Emergency shall continue to be assessed. Delinquencies remaining after the termination of the Mayor declared state of emergency shall be assessed from and after the date of termination of the state of emergency, but shall not be retroactively applied for the period of the state of emergency.	\$40.00
Returned item fee	\$25.00
Itinerant Merchant/Peddlers Permit	\$100.00
Utility Application Fee	\$10.00
Motor Vehicle Tag Fee	\$15.00
Wholesale Dealers License - Beer Only	\$37.50
Wholesale Dealers License - Wine Only	\$37.50
Wholesale Dealers License - Beer & Wine	\$62.50
Wine License - On Premises	\$15.00
Wine License - Off Premises	\$10.00
<i>Note: In accordance with G.S. 105-113.77 and G.S. 105-113.79 if a business has multiple locations in one county or city, that business will need to obtain separate ABC licenses for each location. City beer and wine taxes must increase by 10% for each additional license of the same type issued to the same taxpayer for use at a separate location. Furthermore, G.S. 105-236 applies penalties for failure to pay for and obtain local beer and wine license taxes. Operating a business without the required privilege license triggers a monthly penalty of 5 % of the applicable privilege license tax, up to a total of 25 %. Failure to pay the required tax triggers a separate 10% penalty. These violations are also Class 1 misdemeanors.</i>	

POLICE	
FEES	
Fingerprinting	\$10.00
Precious Metals Dealer Background Check	\$75.00
PENALTIES	
Precious Metals Dealer Permit	\$180.00
PARKING	
FEES	
Lost Ticket Fee (Parking Deck)	\$20.00
Lost/Replacement/2nd Parking Deck Puck	\$25.00
Monthly Parking Space - Deck Permit	\$80.00
Monthly Parking Space - Exterior Lot Permit	\$25.00
Monthly Parking Space - Interior Lot Permit	\$60.00
Special Event Rate	\$10.00 per session
Parking Meter - Main St. and Avenues	\$0.50 per 15-minutes (5-hour max.)
Parking Meter - Surface Lots and Decks	\$0.75 per 30-minutes (\$10 max. per session)
PENALTIES	
Illicit Crosswalk Parking	\$25.00
Illicit Fire Hydrant Parking	\$100.00
Illicit Fire Lane Parking	\$100.00
Habitual Parking Offender (3 Tickets or more in 30 days)	\$100.00
Illicit Handicapped Parking	\$250.00
Illicit Loading Zone Parking	\$25.00
Overtime/Expired Meter Parking	\$25.00
Penalty after 30 days additional	\$50.00
Penalty after 60 days additional	\$100.00
Construction parking permit (per day)	\$15.00
All Other Parking Violations Chapter 50	\$25.00
PUBLIC WORKS	
FEES	
Boyd Park Mini-Golf Admission	
Adults	\$3.00
Children	\$2.00
Course Rental (half day - with concessions) *At the discretion of the City	\$300.00
Course Rental (half day - without concessions) *At the discretion of the City	\$200.00
General	
Backhoe (per hour)	\$125.00
Building Maintenance Fees (per hour)	\$75.00
Bush Hogs/Tractor Mowing (per hour)	\$80.00
Electrical Usage - 20 Amps or Less (at parks)	\$25.00 per day
Electrical Usage- 21 Amps - 50 Amps (at parks)	\$50.00 per day
Electrical Usage - over 50 Amps (at parks)	\$100.00 per day
Fleet Maintenance Fees (per hour)	\$100.00
Sidearm Mower Rental (per hour)	\$125.00
Water/Flusher Truck (per load)	\$100.00
Weed Eater/Hedge Trimmer (per hour)	\$40.00
Asphalt Curb Installation - per linear foot	\$15.00
Oakdale Cemetery	
City Resident (per grave space)	\$1,000.00
Out of City Resident (per grave space)	\$2,000.00
Mausoleum Space	\$5,000.00
Temporary Grave Marker Not Installed - Fine ¹	\$100.00
Operation Center Room Rental Rates	
Large Assembly Room (5 p.m. - 10 p.m.)	\$100.00
Railroad Depot Room Rental Rate	
Meeting Room (8 a.m. - 5 p.m.)	\$100.00
Meeting Room (5 p.m. - 10 p.m.)	\$50.00
Park Usage	

Patton Park - Small Pavilion	\$25.00 per half day
Patton Park - Large Pavilion (May through September)	\$50.00 per half day
Patton Park - Field Usage for Organized Groups (per player per season)	\$30.00
Patton Pool	
Daily Admittance Fee (adults)	\$5.00
Daily Admittance Fee (children) (3yrs or younger will be free with adult)	\$4.00
Lap Swim	\$4.00
Paving Cut Repairs	
Mobilization/Base Fee (cuts less than or equal to 25square feet)	\$600.00
Repair fee per square foot, greater than 25 square feet	\$12.00/sqft
Concrete & Sidewalk Mobilization/Base Fee (cuts less than or equal to 25sq	\$600.00
Concrete Curb and Sidewalk Replacement (W&S Cut Repairs per Sq ft over 2	\$25.00 / sqft
PERMITS	
Encroachment Permit Fee (asphalt & concrete cuts)	\$100.00
Encroachment Permit Fee (temporary sidewalk and road closure)	\$50.00
Encroachment Permit Violations - (Per Day) For Unrepaired Encroachment:	\$50.00
<i>Note 1: The City requires the installation of a temporary grave marker within 24 hours of a burial. Failure to install a temporary marker identifying the occupant of a grave site results in a \$100.00 fine.</i>	
ENVIRONMENTAL SERVICES	
FEES	
General	
Sanitation Service Deposit	\$60.00
Small Special Load (collected with pickup truck and city staff)	\$50.00
Medium Special Load (more than one pickup truck load and tipping fees adde	\$100.00
Large Special Loads (tipping fee added to special fee)	\$150.00
Cart Switch Out Fee (large cart to small cart and small cart to large cart)	\$30.00
Televisions/computer monitors - per item	\$30.00
White Goods (washers, dryers, refrigerators, hot water heaters, etc.) - per item	\$25.00
Special Event - Cart Delivery, Pickup, and Material Disposal - per cart fee	\$20.00
Commercial Waste and Recycling	
Commercial Recycling (up to four 65gal. bins, collected once/week)	\$15.00 per bin
Commercial Recycling (up to four 65gal. bins, collected twice/week)	\$30.00 per bin
Commercial Waste (per 96gal. bin)	\$30.00 per bin
Commercial Waste and Recycling (96gal. bin)	\$30.00 per set of bins
Residential Waste and Recycling	
Residential Waste - 32gal.	\$23.00 per bin
Residential Waste, Assisted - 32gal.	\$23.00 per bin
Residential Waste and Recycling - 32gal.	\$23.00 per set of bins
Residential Waste and Recycling, Assisted - 32gal.	\$23.00 per set of bins
Residential Waste - 96gal.	\$25.00 per bin
Residential Waste, Assisted - 96gal.	\$25.00 per bin
Residential Waste and Recycling - 96gal.	\$25.00 per set of bins
Residential Waste and Recycling, Assisted - 96gal.	\$25.00 per set of bins
PENALTIES	
Utility Bill Late Fee Late Fees shall not be assessed against accounts becoming delinquent during the period of time that the Mayor declared State of Emergency for Hurricane Helene is in effect. Late fees for delinquencies predating the State of Emergency shall continue to be assessed. Delinquencies remaining after the termination of the Mayor declared state of emergency shall be assessed from and after the date of termination of the state of emergency, but shall not be retroactively applied for the period of the state of emergency.	\$10.00 or 5% of past due balance, whichever is greater
Stolen/Damaged Cart Replacement Fee	\$100.00
Illegal Dumping Fee - Offense 1	Warning
Illegal Dumping Fee - Offense 2	\$50.00
Illegal Dumping Fee - Offense 3	\$100.00
Illegal Dumping Fee - Offense 4 (+)	\$150.00
<i>Note: 1 set of bins includes 1 waste and 1 recycling container.</i>	

STORMWATER	
FEEES	
Single-Family Residential Stormwater Fee	\$7.00 per month
Multi-Unit Residential Stormwater Fee	\$7.00 per unit, per month
Non-Residential Property Stormwater Fee, per ERU ¹	\$7.00 per month
Non-Residential Property Stormwater Fee Cap ²	\$350.00 per month
OR	
Non-Residential Property Stormwater 50% Credit (if < \$350.00) ²	50% Credit
Stormwater Service Charge Credit Application Fee	\$50.00
Post-Construction Stormwater Management Review Fee	\$500.00
<i>Note 1: 1 Equivalent Residential Unit (ERU) = 3,000sqft.</i>	
<i>Note 2: Non-Residential properties are eligible for either a cap or a credit, not both.</i>	
WATER & SEWER	
WATER	
FEE	
Inside City Limits	
Base Charge by Meter Size	
3/4"	\$10.76
1"	\$13.09
1.5"	\$18.91
2"	\$25.89
3"	\$48.00
4"	\$77.09
6"	\$164.36
8"	\$193.45
Volumetric Charges	
Residential	
0 to 3,000 gallons	\$4.06 per 1000 gallons
3,000 to 6,000 gallons	\$5.41 per 1000 gallons
6,000 to 14,000 gallons	\$6.76 per 1000 gallons
14,000 gallons and greater	\$8.12 per 1000 gallons
Commercial/Industrial	
0 to 40,000 gallons	\$5.41 per 1000 gallons
40,000 to 200,000 gallons	\$5.41 per 1000 gallons
200,000 gallons and greater	\$5.41 per 1000 gallons
Irrigation	
0 to 40,000 gallons	\$10.82 per 1000 gallons
40,000 gallons and greater	\$11.36 per 1000 gallons
Outside City Limits	
Base Charge by Meter Size	
3/4"	\$13.45
1"	\$16.36
1.5"	\$23.63
2"	\$32.36
3"	\$60.00
4"	\$96.36
6"	\$205.45
8"	\$241.82
Volumetric Charges	
Residential	
0 to 3,000 gallons	\$5.07 per 1000 gallons
3,000 to 6,000 gallons	\$6.76 per 1000 gallons
6,000 to 14,000 gallons	\$8.46 per 1000 gallons
14,000 gallons and greater	\$10.15 per 1000 gallons
Commercial/Industrial	
0 to 40,000 gallons	\$6.76 per 1000 gallons
40,000 to 200,000 gallons	\$6.76 per 1000 gallons
200,000 gallons and greater	\$6.76 per 1000 gallons

Irrigation	
0 to 40,000 gallons	\$13.53 per 1000 gallons
40,000 gallons and greater	\$14.21 per 1000 gallons
Wholesale	
Base Charge by Meter Size	
3/4"	\$13.45
1"	\$16.36
1.5"	\$23.63
2"	\$32.36
3"	\$60.00
4"	\$96.36
6"	\$205.45
8"	\$241.82
Volumetric Charges	
Wholesale	
All Usage	\$5.41 per 1000 gallons
Bulk Water	
All Usage	\$10.15 per 1000 gallons
Public Schools	
Base Charge per Account	\$10.76
All Usage	\$5.41 per 1000 gallons
Water System Development Fees (effective January 1, 2025)	
Residential Single-Family Dwelling (per unit, Heated Sq. Ft.)	
<1000 sq ft	\$312.00
1,000 - 1,500 sq ft	\$333.00
1,501 - 2,000 sq ft	\$340.00
2,001 - 2,500 sq ft	\$361.00
2,501 - 3,000 sq ft	\$375.00
3,001 - 3,500 sq ft	\$403.00
3,501 - 4,000 sq ft	\$431.00
4,000+ sq ft	\$498.00
Multi-Family Master Meter (per unit)	\$224.00
Mobile Home Park (per unit)	\$350.00
Non-Residential	
3/4" meter	\$624.00
1" meter	\$1,039.00
1.5" meter	\$2,078.00
2" meter	\$3,325.00
3" meter	\$7,273.00
4" meter	\$13,092.00
6" meter	\$27,016.00
8" meter	\$58,187.00
10" meter	\$87,281.00
Taps & Connections	
Water Main Tap and Service, 3/4" Meter	\$1,625.00
Water Main Tap and Service, 1" Meter	\$1,700.00
Water Main Tap and Service, 1.5" and 2" Meter	Cost
Water Service - Stub Out, 3/4" (install meter box and meter)	\$975.00
Water Service - Stub Out, 1" (install meter box and meter)	\$1,050.00
Water Service - Drop Meter, 3/4" (install meter only)	\$350.00
Water Service - Drop Meter, 1" (install meter only)	\$425.00
Water Service - Drop Meter, >1" (install meter and MXU only)	
1.5" Meter and Set-up	\$1,960.00
2" Meter and Set-up	\$2,125.00
3" Meter and Set-up	\$2,720.00
4" Meter and Set-up	\$4,474.00
6" Meter and Set-up	\$7,500.00
8" Meter and Set-up	\$11,620.00
Irrigation Tee, 3/4" (install meter box and meter)	\$975.00
Irrigation Tee, 1" (install meter box and meter)	\$1,050.00

Water Service and Meter Relocation/Reconnection Charge (Residential Only)	Cost, Not to Exceed New Tap Fee
Meters	
Turn On/Off/Set Meter During Business Hours	\$47.00
Turn On/Off/Set Meter After Business Hours	\$117.50
Test Meter, at customer's request (<1-in.); if meter faulty - No Charge	\$45.00
Test Meter, at customer's request (>1-in.); if meter faulty - No Charge	Cost
Miscellaneous Water Fees	
Hydrant Flow/Pressure Test	\$175.00
Chemical Analysis of Water	Cost
Drill Water Main for Tap	\$650.00
Water System Shutdown for Connection	\$600.00
Fire Hydrant Installation	Cost
Small Meter Box Access Training Program Permit Fee (per Company)	\$75.00 per training
Small Meter Box Access Key, each	\$20.00
Premise Visit	\$40.00
Water Conservation Incentives Program Rebates	
Customer-Side Shut-Off Valve - Limit one per account	up to \$300.00
Weather-Based Irrigation System Controller - Limit one per account	50% of purchase price or \$200, whichever is less
Residential High Efficiency Toilet - Limit 2 per account	\$50 per toilet
Commercial High Efficiency Toilet- Limit 4 per account	\$50 per toilet
EnergyStar High Efficiency Dishwasher - Limit one per account	\$75
EnergyStar High Efficiency Washing Machine - Limit one per account	\$100
<i>Note: Limited number of rebates offered annually *Toilets must be 1.1 gpf or less</i>	
PENALTIES	
<u>Utility Bill Late Fee - Late Fees shall not be assessed against accounts becoming delinquent during the period of time that the Mayor declared State of Emergency for Hurricane Helene is in effect. Late fees for delinquencies predating the State of Emergency shall continue to be assessed. Delinquencies remaining after the termination of the Mayor declared state of emergency shall be assessed from and after the date of termination of the state of emergency, but shall not be retroactively applied for the period of the state of emergency.</u>	10.00 or 5% of past due balance, whichever is greater
SEWER	
FEE	
Inside City Limits	
Base Charge by Meter Size	
3/4"	\$12.16
1"	\$14.75
1.5"	\$21.22
2"	\$28.98
3"	\$53.56
4"	\$86.90
6"	\$182.93
8"	\$215.27
Volumetric Charges	
All Usage	\$7.50 per 1000 gallons
Sewer Only-Flat Rate	\$40.66 per month
Outside City Limits	
Base Charge by Meter Size	
3/4"	\$18.24
1"	\$22.13
1.5"	\$31.83
2"	\$43.47
3"	\$80.34
4"	\$128.85
6"	\$274.39
8"	\$322.91
Volumetric Charges	
All Usage	\$11.25 per 1000 gallons
Sewer Only-Flat Rate	\$60.99 per month

Wholesale	
Base Charge by Meter Size	
3/4"	\$18.24
1"	\$22.13
1.5"	\$31.83
2"	\$43.47
3"	\$80.34
4"	\$128.85
6"	\$274.39
8"	\$522.91
Volumetric Charges	
All Usage	\$11.25 per 1000 gallons
Public Schools	
Base Charge per Account	\$12.16
All Usage	\$7.50 per 1000 gallons
MSD Sewer	
Base Charge per Account	See Wholesale Charges
All Usage	\$11.25 per 1000 gallons
Sewer System Development Fees (effective January 1, 2025)	
Residential Single-Family Dwelling (per unit, Heated Sq. Ft.)	
<1000 sq ft	\$512.00
1,000 - 1,500 sq ft	\$547.00
1,501 - 2,000 sq ft	\$558.00
2,001 - 2,500 sq ft	\$593.00
2,501 - 3,000 sq ft	\$616.00
3,001 - 3,500 sq ft	\$663.00
3,501 - 4,000 sq ft	\$708.00
4,000+ sq ft	\$818.00
Multi-Family Master Meter (per unit)	\$367.00
Mobile Home Park (per unit)	\$575.00
Non-Residential	
3/4" meter	\$1,024.00
1" meter	\$1,707.00
1.5" meter	\$3,414.00
2" meter	\$5,463.00
3" meter	\$11,950.00
4" meter	\$21,509.00
6" meter	\$44,384.00
8" meter	\$95,596.00
10" meter	\$143,394.00
Taps and Connections	
4" Gravity Sewer Service Installation	\$1,600.00
6" Gravity Sewer Service Installation	\$2,000.00
8" Gravity Sewer Service Installation	\$2,400.00
Surcharges	
Biochemical Oxygen Demand (BOD), per lb. in excess of 250-mg/l	\$0.31
Total Suspended Solids (TSS), per lb. in excess of 250-mg/l	\$0.19
Ammonia Nitrogen, per lb. in excess of 30-mg/l	\$1.85
Miscellaneous Fees	
Food Services Sewer Connection Application Fee	\$75.00
Septic Tank Waste Disposal, per 1000-gallons	\$60.00
Industrial Pretreatment Program	Cost
GENERAL / OTHER	
Residential Water & Sewer Deposit	
Tier 1 - Based on Credit Risk	\$0.00
Tier 2 - Based on Credit Risk	\$80.00
Tier 3 - Based on Credit Risk	\$120.00
Customer unable to perform utility credit check - Residential	\$240.00
Residential - Rental Water & Sewer Deposit	
Tier 1 - Based on Credit Risk	\$60.00

Tier 2 - Based on Credit Risk	\$80.00
Tier 3 - Based on Credit Risk	\$120.00
Customer unable to perform utility credit check - Residential Rental	\$240.00
Non-Residential Water & Sewer Deposit	
Tier 1 - Based on Credit Risk	\$125.00
Tier 2 - Based on Credit Risk	\$175.00
Tier 3 - Based on Credit Risk	\$250.00
Customer unable to perform utility credit check - Non-Residential	\$500.00
Engineering Review Fees	
Availability Approval Fee	\$100.00
Extension Project Review Fee (water or sewer)	\$400.00
Extension Project Review Fee - Cost per sheet	\$15.00 per sheet
Extension Project Re-submittal fee (second re-submittal)	\$200.00
Extension Project Re-submittal fee (fourth re-submittal)	\$200.00
Extension Project Re-submittal fee (sixth re-submittal)	\$200.00
Water Line Inspections (\$100 min)	\$3.00 per linear foot
Sewer Line Inspections (\$100 min)	\$6.00 per linear foot
Sewer Line CCTV Re-inspection	\$3.00 per linear foot (per re-inspection)
Recording Fees for First UEA, Deed of Dedication, or Easement:	
Up to 15 pages	\$30 per instrument
Each additional page	\$4.10
Subsequent recording fees for UEA, Deed of Dedication, or Easement	\$60 per instrument
Nonstandard document fee	\$26 per nonstandard instrument
Equipment Usage (hourly rates)	
Rubber-Tired Backhoe, Small	\$49.41
Rubber-Tired Backhoe, Large	\$58.73
Excavator, 8,000-lb, <40hp	\$48.97
Excavator, 12,000-lb, 40-89hp	\$96.16
Excavator, 30,000-lb, 90-143hp	\$100.52
Vac Truck	\$95.06
Dump Truck (single-axle), Small	\$55.98
Dump Truck (single-axle), Large	\$74.83
Dump Truck (dual axle)	\$94.94
Dump Truck (triaxle)	\$96.03
Pick-Up Truck	\$16.68
Sewer Jetter/Harben	\$32.81
Camera Truck	\$104.82
Air Compressor	\$20.32
Air Hammer/Pusher	\$1.40
Soil Tamp	\$43.36
PERMITS	
Non-discharge Permit Fee	\$300.00
Septic Tank Waste Disposal Permit	\$75.00
PENALTIES	
Utility Bill Late Fee Late Fees shall not be assessed against accounts becoming delinquent during the period of time that the Mayoral declared State of Emergency for Hurricane Helene is in effect. Late fees for delinquencies predating the State of Emergency shall continue to be assessed. Delinquencies remaining after the termination of the Mayoral declared state of emergency shall be assessed from and after the date of termination of the state of emergency, but shall not be retroactively applied for the period of the state of emergency.	10.00 or 5% of past due balance, whichever is greater
Failure to Install Backflow Assembly, 1st Notice	\$400.00
Failure to Install Backflow Assembly, 2nd Notice	\$500.00
Failure to Test Backflow Assembly Annually	\$100.00
Failure to Replace/Repair Backflow Assembly	\$500.00
Falsifying Records Regarding the Testing of Backflow Assemblies	\$500.00
Illegal Use of Fire Hydrant	\$500.00 + Damages
*schedule of costs and rates maintained on file with the Utilities Department	

This amended fee schedule, adopted by this Ordinance, is hereby incorporated by reference into Section 8 of the FY Budget Ordinance.

Section II. It is the intention of the city council and it is hereby ordained, that the provisions of Section I shall become and be made part of the FY25 Budget Ordinance.

Section V. Effective Date

This Ordinance shall be effective March 1, 2025.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 12th day of February, 2025.

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

**D. February 2025 Project Ordinances and Reimbursement Solutions – Adam Murr,
 Budget & Eval Director**

Ordinance #O-25-03

**GRANT PROJECT ORDINANCE FOR
 THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE STATE AND
 LOCAL CYBERSECURITY GRANT PROJECT, #G2502**

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

Section 1: The project authorized is a City project described as the State and Local Cybersecurity Grant Project, #G2502.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1010	N/A	G2502	SLCGP Grant Expenditures	\$199,286
Total Project Appropriation					\$199,286

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2502	Grant (SLCGP 2025)	(\$199,286)
Total Project Appropriation					(\$199,286)

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

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

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

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

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

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

Resolution #R-25-10

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE STATE AND LOCAL CYBERSECURITY GRANT PROJECT (#G2502), ORDINANCE #O-25-03 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$199,286.

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

Ordinance #O-25-04

**GRANT PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE OUR STATE
OUR HOMES GRANT PROJECT, #G2504**

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

Section 1: The project authorized is a City project described as the Our State Our Homes Grant Project, #G2504.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1005	N/A	G2504	Project Implementation Services	\$10,000
301	1005	N/A	G2504	Travel Support	\$7,000

Total Project Appropriation **\$17,000**

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2503	Grant (UNC-CH / DFI)	(\$17,000)

Total Project Appropriation **(\$17,000)**

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

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

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

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

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

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

Resolution #R-25-11

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE OUR STATE OUR HOMES GRANT PROJECT (#G2504), ORDINANCE #O-25-04 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$17,000.

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

Ordinance #O-25-05

**CAPITAL PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE PATTON PARK
& POOL AND WHITMIRE RENOVATION PROJECT, #24014**

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

Section 1: The project authorized is a City project described as the Patton Park & Pool and Whitmire Renovation Project, #24014.

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

Account Codes				Account Name	Total Budget
Fund	Dept	Account	Project		
301	1014	N/A	24014	Contracted Services	\$250,000
Total Project Appropriation					\$250,000

Section 3: The following revenues are anticipated to be available:

Account Codes				Account Name	Total Budget
Fund	Dept	Account	Project		
301	N/A	N/A	24014	FEMA Reimbursement	(\$250,000)

Total Project Appropriation **(\$250,000)**

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

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

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

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

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

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

Resolution #R-25-12

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE 2024 PATTON PARK & POOL AND WHITMIRE RENOVATION PROJECT (#24014), ORDINANCE #O-25-05 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$250,000.

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

Ordinance #O-25-06

**GRANT PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE 2024 CDBG
NEIGHBORHOOD REVITALIZATION GRANT PROJECT, #G2503**

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

Section 1: The project authorized is a City project described as the 2024 CDBG Neighborhood Revitalization Grant Project, #G2503.

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	1005	N/A	G2503	CDBG Administrative Services	\$131,270
301	1005	N/A	G2503	CDBG Rehabilitation Services	\$1,181,440

Total Project Appropriation **\$1,312,710**

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

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
301	0000	420050	G2503	Grant (2024 CDBG)	(\$1,312,710)

Total Project Appropriation **(\$1,312,710)**

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

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

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

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

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

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February 2025.

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

Resolution #R-25-13

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE 2024 CDBG NEIGHBORHOOD REVITALIZATION GRANT PROJECT (#G2503), ORDINANCE #O-25-06 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$1,312,710.

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

Ordinance #O-25-07

**CAPITAL PROJECT ORDINANCE FOR
 THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE OAKDALE
 CEMETERY IMPROVEMENTS PROJECT, #25000**

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

Section 1: The project authorized is a City project described as the Oakdale Cemetery Improvements Project, #25000.

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

Account Codes				Account Name	Total Budget
Fund	Dept	Account	Project		
410	1525	N/A	25000	Capital Outlay- CIP	\$29,000

Total Project Appropriation **\$29,000**

Section 3: The following revenues are anticipated to be available:

Account Codes				Account Name	Total Budget
Fund	Dept	Account	Project		
410	0000	N/A	25000	Transfers In	(\$29,000)

Total Project Appropriation **(\$29,000)**

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

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

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

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

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

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

Resolution #R-25-14

**HENDERSONVILLE, NORTH CAROLINA
 DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE OAKDALE CEMETERY IMPROVEMENT PROJECT (#25000), ORDINANCE #O-25-07 (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$160,000.

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

Ordinance #O-25-08

**CAPITAL PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE DOWNTOWN
CAMERA PROJECT, #25001**

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

Section 1: The project authorized is a City project described as the Downtown Camera Project, #25001.

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

Account Codes				Account Name	Total Budget
Fund	Dept	Account	Project		
410	1010		25001	Capital Outlay- CIP	\$75,000
Total Project Appropriation					\$75,000

Section 3: The following revenues are anticipated to be available:

Account Codes				Account Name	Total Budget
Fund	Dept	Account	Project		
410	0000	470100	25001	Transfers In (from 010)	(\$75,000)
Total Project Appropriation					(\$75,000)

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

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

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

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

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

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

Resolution #R-25-15

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE DOWNTOWN CAMERA PROJECT (#25001), ORDINANCE #O-25-08 (the "Projects").

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 12th day of February, 2025.

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

E. Resolution to Accept Funding – Community Development Block Grant Neighborhood Revitalization, for the FY24-25 Funding Cycle - Angela S. Beeker, City Attorney

Resolution #R-25-16

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING THE
ACCEPTANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT NEIGHBORHOOD
REVITALIZATION FUNDING**

WHEREAS, the City of Hendersonville City Council has previous approved the application for 2024 Community Development Block Grant Neighborhood Revitalization Funding (CDBG-NR), having held two public hearings as required; and

WHEREAS, the City has been awarded **\$1,312,710.50** in CDBG-NR by the NC Department of Commerce, Rural Economic Development Division, and

WHEREAS, the City has received a Grant Agreement to govern the use of the CDBG-NR funds for neighborhood revitalization purposes;

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

1. The City Council hereby accepts the CDBG-NR funding in the amount of **\$1,312,710.50** from the NC Department of Commerce, Rural Economic Development Division, and the Grant Agreement is approved as presented.
2. The Mayor or Mayor Pro Tem is authorized to execute the Grant Agreement on behalf of the City of Hendersonville.
3. The City Manager and City staff are authorized to take such actions as are reasonably necessary to carry out the terms of the Grant Agreement, in consultation with the City Attorney.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 12th day of February, 2025.

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

6. PRESENTATIONS

A. Quarterly MVP Recipients – John Connet, City Manager

City Manager read aloud why each person was chosen as MVP and Mayor Pro Tem Jennifer Hensley handed out the certificates Jill Murray, Ross Henderson, Tom Wooten and Allison received hers afterwards as she was not able to attend the meeting.

Quarterly MVPs



October – December 2024

The Service Excellence Design Team voted on the 23 MVPs submitted and the following three received the highest votes.

Jill Murray (Administration) and Ross Henderson (Public Works)

In preparation of the downtown Christmas parade, Jill and Ross stepped up to put the float together using a trailer from the Police Department and a variety of decorations. As this was the first time the City hosted a float, and having a short window of time, they pulled everything together to allow City Council to represent the City well, notably the only elected officials not riding in a car or truck. Ross also handled the generator and drove the float.





Tom Wooten (Public Works)

During the peak of Hurricane Helene, Tom went above and beyond to assist a woman who came to Fire Station 1 after being displaced from her Airbnb. She had been sent a photo of her new rental in Downtown, but with no address. With the help of Google Maps street view, Tom patiently pinpointed the location, provided written directions, and even drew her a map to ensure she could find it. His calm, professional demeanor was a great example of outstanding service during a chaotic time.

Allison Justus (Communications)

Allison facilitated and led a groundbreaking Spanish-first listening session at Immaculate Conception Catholic Church for the Hispanic community in Hendersonville. She partnered with multiple nonprofits, including True Ridge, El Centro, and MountainTrue's Healthy Communities Program, to translate materials and provide interpreters and handsets for attendees. Allison personally opened the meeting with introductions in both English and Spanish, creating a welcoming atmosphere for everyone. This session achieved the largest community turnout of all the Affordable Housing Listening Sessions, a testament to the impact of her inclusive approach. By advocating for a language-specific session outside the City staff's typical English-language framework, Allison took a bold step to prioritize and celebrate the voices of our Hispanic community. The event was a success, and the community expressed gratitude for her efforts!




B. Presentation of the Sustainability Plan Annual Report – Caitlyn Gendusa, Public Works Superintendent-Sustainability

Caitlyn Gendusa gave a brief update on the Sustainability Strategic Plan and showed the following PowerPoint.




<p>Energy </p>	<p>Goal: Reduce energy demand from municipal buildings & increase the amount of renewable energy utilized</p>
<p>Transportation </p>	<p>Goal: Transition to electric and low emission vehicles and fuel while ensuring there is a robust and safe walkable and bikeable city.</p>
<p>Waste Management </p>	<p>Goal: Reduce the amount of solid waste send to the landfill through recycling, composting, and other waste reduction efforts</p>
<p>Land Management </p>	<p>Goal: Increase and enhance Hendersonville's green spaces while improving tree canopy cover, protecting biodiversity, promoting outdoor recreation, and improving the overall health and character of our City.</p>
<p>Water </p>	<p>Goal: Ensure a safe and reliable drinking water supply for all citizens while preserving and protecting natural aquatic resources.</p>

Energy 


- Energy efficiency projects
 - Building automation system at City Hall
 - Insulation at fleet washbay
 - LED lighting at Whitmire Building
- Adopted Sustainable Facilities Policy
- Completed first rooftop solar project on FS1 and approved another solar installation at W&S Biosolids facility
- City building energy benchmark report completed

Highlights:

\$27,600
In Duke Energy rebates for energy efficiency projects

2 
Solar projects: 1 installed and 1 approved

23% **85%**
Reduction in electricity Reduction in natural gas
from building automation system at City Hall

Transportation 

- Completed propane vehicle test pilot
- Bicycle & Pedestrian Infrastructure Staff Committee assembled
- Sidewalk improvements
- Progress towards formalizing a sustainable fleet transition policy and investigating grant opportunities for electric vehicle fast charger

Highlights: 32% Average cost savings from switching to propane for City vehicles

Waste Management



- Grant received for improving waste contamination and recycling rates - delayed due to Hurricane Helene & estimated to begin spring 2025
- Sustainability (compost) Demonstration Station initiated by Environmental Sustainability Board
- Approval of W&S biosolids dryer to reduce biosolid waste

Highlights:

\$40,000

Waste reduction grant awarded

1st

Compost demonstration station and pilot drop off location created

Land Management



- Adopted ammended tree canopy ordinance establishing additional requirements for the protection of street trees within the City limits.
- 62 trees planted as part of Tree Board's Neighborwoods Program
- Pollinator planting, wildlife habitat improvements & invasive species removal
- Progress on Brooklyn Community Garden revitalization and expansion project

Highlights:

\$50,000

In grant and City funds devoted to the Brooklyn Community Garden

34 Years as a Tree City USA member

10 Years as a Bee City USA member

1 Year as a Caregivers of Mother Earth member

Water



- Reinstated water conservation rebate program
- Green infrastructure on 7th Ave
- Educational efforts
 - 330 students participated in educational programs
 - 8 new educational signs installed throughout the City
 - 30 stream cleanup events
 - 73 staff members trained on stormwater management

Highlights:

18,761

Gallons of water/year saved in water conservation rebates

\$1.4 million

In stream restoration grant funds awarded

What's next?

2025 Projects

Transportation

Upcoming projects include:

- Formalizing a sustainable fleet transition policy
- Expanding electric vehicle charging infrastructure

Land Management

Upcoming projects include:

- Expansion and revitalization efforts for Brooklyn Community Garden
- Expand pollinator landscaping and tree plantings

Energy

Upcoming projects include:

- Investigating additional building automation systems at City buildings
- Making headway on biosolids dryer solar installation
- Other energy efficiency projects.

Waste Management

Upcoming projects include:

- Waste reduction grant implementation analyzing recycling rates and curtailing contamination rates
- Expansion of composting programs and opportunities

Water

Upcoming projects include:

- Rainwater harvesting system at fleet maintenance
- Lower Mud Creek Floodplain restoration
- Continuation of water conservation rebate program and educational programs

Track the plan's progress

Visit:
hendersonvillenc.gov/sustainability-strategic-plan

Sustainability Strategic Plan

View published | **New draft** | Moderate

30 By 35

By 2035, reduce municipal greenhouse gas emissions by 30% from a 2021 baseline

Through 5 key focus areas:

Energy
Transportation
Waste Management
Land Management
Water

In May 2024, City Council unanimously adopted Hendersonville's Sustainability Strategic Plan which outlines measurable goals and actions to reduce our overall impact on the environment while strengthening our communities, especially those underserved to ensure we have a prosperous future now and for generations to come. The plan was created with community stakeholders and City departments as well as the public through multiple input sessions and survey. This plan addresses challenges with a path forward on actionable and measurable opportunities to reduce the City's municipal greenhouse gas emissions, GHG by 30% by 2035 through five key focus areas: energy, transportation, waste management, land management, and water.

VIEW THE FULL PLAN

14 Actions:

Reduce 30% of electricity from renewable energy sources

Achieve 10% Energy Savings from Efficiency Upgrades

Establish Sustainable Building policy

Increase amount of Level 2 EV charging stations both publicly & for municipal operations

Transition to low emission vehicles & reduce fuel use

Implement Alternative Transportation Plans

Decrease City-wide Solid Waste by 15%

Establish City compost program

Reduce Biosolids Landfill waste by 67%

Increase tree canopy on City owned property to 60% & maintain Citywide tree canopy

Build on existing efforts to reduce pesticide & herbicide use

Enhance & restore City-owned natural areas and parks

Increase education and outreach on water conservation & water quality

Continue protecting and enhancing the water quality City streams and wetlands

Track the plan's progress

Annual Reports

C. MVP of the Year – John Connet, City Manager

City Manager read aloud why the two gentlemen were chosen as MVP's of the Year and Mayor Pro Tem Jennifer Hensley handed out the certificates to Mr. Mendosa and Mr. Hensley.

For Deon Mendosa and Brian Hensley, it was just another day on their Environmental Services route. Earlier, they had stopped at a particular residence, but as they passed by again after completing their rounds, something caught their attention. The resident was lying on the ground, still secured in her tipped-over wheelchair. She told them she had been stuck there for around 20 minutes.

Without hesitation, they made sure she was okay, assisted in getting her wheelchair upright, and stayed by her side until EMTs and the Fire Department arrived. First responders noted that the two remained with her until everything was handled, ensuring she was okay.

When asked about the incident, they simply said, "At that moment, our job wasn't the priority. It was making sure she was okay." Their quick thinking and compassion exemplify the best of team Hendersonville.



7. PUBLIC HEARINGS

A. Annexation: Public Hearing Upward Road (LBH Property Holdings LLC) (C24-91-ANX – Tyler Morrow, Current Planning Manager

Tyler Morrow explained that the City of Hendersonville received a petition from LBH Property Holdings LLC for satellite annexation of PIN 9577-89-9886 located on Upward Road that is approximately 0.08 acres. On January 8th, 2025, City Council accepted the City Clerk’s Certificate of Sufficiency for the petition and set February 12th, 2025, as the date for the public hearing.

Upward Road (LBH Property Holdings LLC) (C24-91-ANX)

Satellite Annexation Petition

City of Hendersonville City Council February 12th, 2025

Community Development | Planning Division
Tyler Morrow | Current Planning Manager



Background

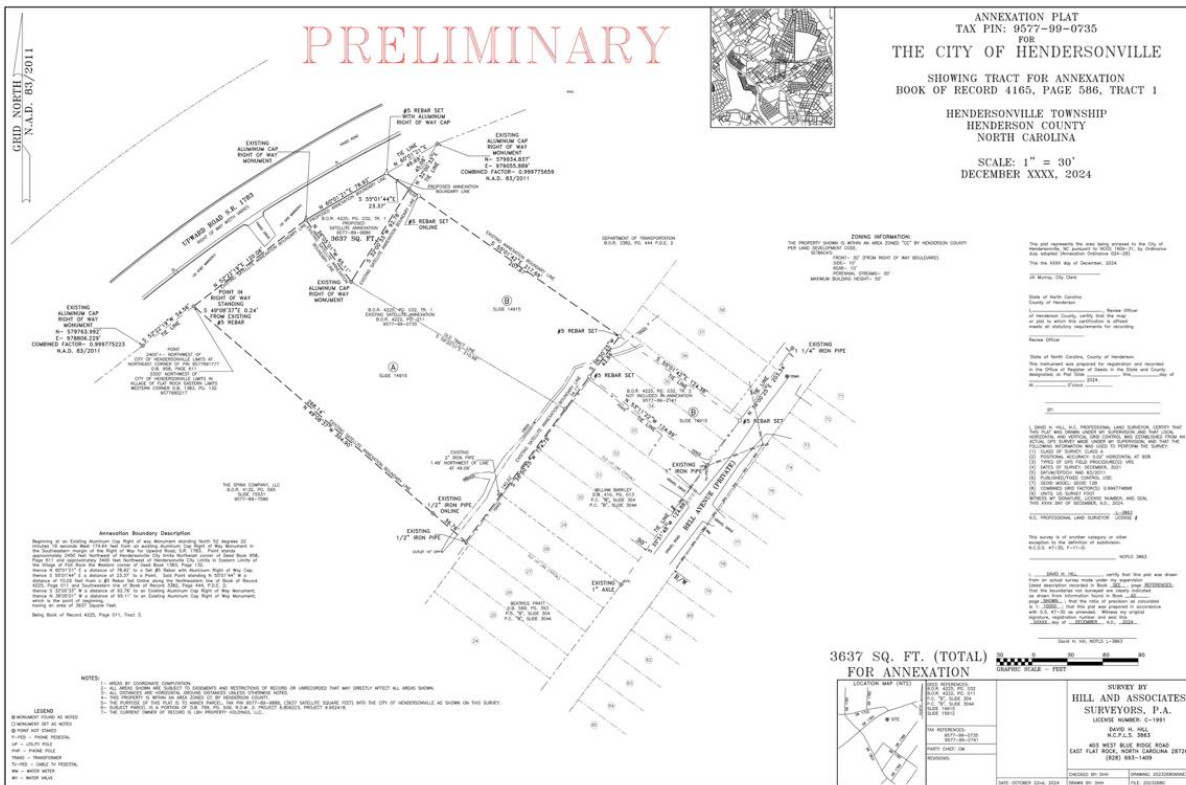
- + **Petitioner:**
 - + LBH Property Holdings LLC
- + **PIN:**
 - + 9577-89-9886
- + **Acreage:**
 - + Approximately 0.08 acres (3637 square feet)
- + **Previous Annexation**
 - + PIN: 9577990735
 - + August 1st, 2024



City of Hendersonville
December 2024
Upward Road (LBH PH)
C24-91-ANX
PIN: 9577-89-9886
Acreage: 0.08
Annexation Map



Community Development Department



The public hearing was opened at 6:20 p.m.

There were no public comments.

The public hearing was closed at 6:20 p.m.

Council Member Melinda Lowrance moved City Council adopt an ordinance of the City of Hendersonville to annex noncontiguous property owned by LBH Property Holdings LLC, identified as PIN 9577-89-9886, finding that the standards established by North Carolina General Statute 160A-58.1 have been satisfied and that the annexation is in the best interest of the City. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-25-09

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

Re: Petition for Satellite Annexation
Petitioners: LBH Property Holdings LLC (Lyndon Hill, Manager)
File No. C24-91-ANX

WHEREAS, The City of Hendersonville has been petitioned by LBH Property Holdings LLC (Lyndon Hill, Manager) pursuant to North Carolina General Statutes (NCGS) 160A-58.1, as amended, to annex the area described herein below; and,

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

WHEREAS, a public hearing on the question of this annexation was held at City Hall at 160 6th Ave. E., Hendersonville, NC at 5:45 pm, on the 12th day of February 2025, after due notice by publication as provided by law on January 26, 2025; and

WHEREAS, the City Council further finds the areas described therein meets the standards of N.C. G.S. 160A-58.1(b), to wit;

1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.
2. The nearest point on the proposed satellite corporate limit is approximately 2450' from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.
3. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S.160A-58.1 (a).
4. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville (Village of Flat Rock approximately 3400').

5. The area is situated so the City will be able to provide the same services within the proposed corporate limits that is provided within the primary corporate limits.
6. The area proposed for annexation is not subject to subdivision regulation as described N.C.G.S. § 160D-802
7. The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.
8. The area for annexation meets all other requirements defined in NC 160A-58.54 regarding the character of the area to be annexed.

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

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

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

- 1: By virtue of the authority granted by N.C.G.S. 160A-58.2, as amended, the following described noncontiguous area is hereby annexed and made part of the City of Hendersonville as of the twelfth day of February 2025.

Being all of that real property consisting of PIN 9577-89-9886 described in the plat recorded in Book 2025- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9577-89-9886 being described by metes and bounds as follows:

Portion of right of way for Upward Road, S.R. 1783, Project Reference No. R-4430, Project 6.806223 and Project 6.952418. Right of Way found in Deed Book 799, Page 509.

Beginning at an Aluminum Cap Right of Way Monument standing 61.65 feet right of Line "L" at station 45+50.42. Thence a New Line North 60 degrees 01 minutes 21 seconds East a distance of 78.92 feet to a #5 Rebar with Aluminum Right of Way Cap set. Standing South 60 degrees 01 minutes 21 seconds West a distance of 49.69 feet from an Aluminum Cap Right of Way Monument standing 58.09 feet right of Line "L" at station 46+85.85. Thence a New Line South 55 degrees 01 minutes 44 seconds East a distance of 23.37 feet to a #5 Rebar with Aluminum Right of Way Cap set. Thence with existing Right of Way South 32 degrees 00 minutes 33 seconds West a distance of 92.76 feet to an Aluminum Cap Right of Way Monument standing 126.55 feet right of Line "L" at station 45+56.09. Thence with existing Right of Way North 36 degrees 05 minutes 01 seconds West a distance of 65.11 feet to the Point and Place of Beginning. Containing 3637 square feet.

- 2: Upon and after the twelfth day of February 2025, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.

3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Henderson County Board of Elections, as required by G. S. 163-288.1.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 12th day of February, 2025.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

B. Annexation: Public Hearing Old Sunset Hill Road (Taylor & Albea) (C24-56-ANX)
– Tyler Morrow, Current Planning Manager

Tyler Morrow explained that the City of Hendersonville received a petition from Gregory Albea, Julianne Albea, Joseph Taylor, and Laura Taylor for contiguous annexation of PINs 9579-98-0375, 9579-98-3527, 9579-99-4115, and 9579-99-8724 located on Old Sunset Hill Road that is approximately 21.32 acres. On January 8th, 2025, City Council accepted the City Clerk's Certificate of Sufficiency for the petition submitted and set February 12th, 2025, as the date for the public hearing.

Old Sunset Hill Road (Taylor & Albea) (C24-56-ANX)

Contiguous Annexation Petition

City of Hendersonville City Council
February 12th, 2025

Community Development | Planning Division
Tyler Morrow | Current Planning Manager



Background

+ Petitioners:

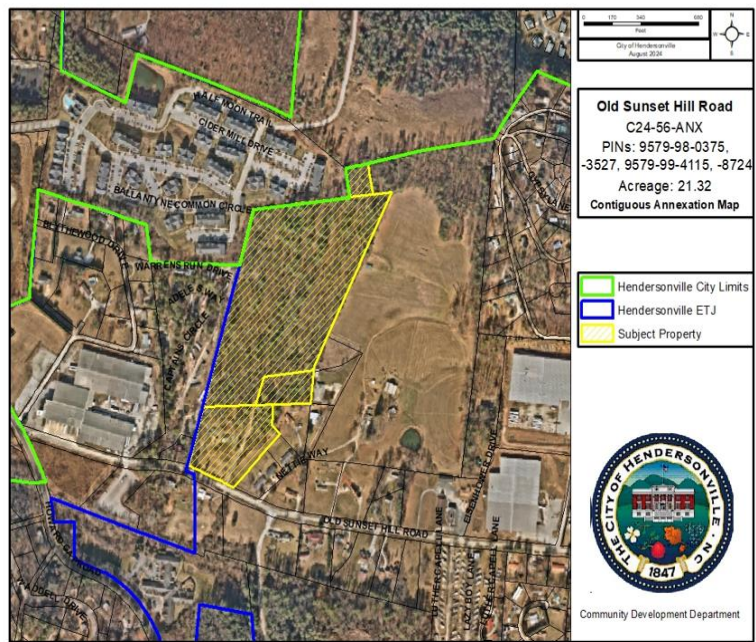
- Gregory Albea
- Julianne Albea
- Joseph Taylor
- Laura Taylor

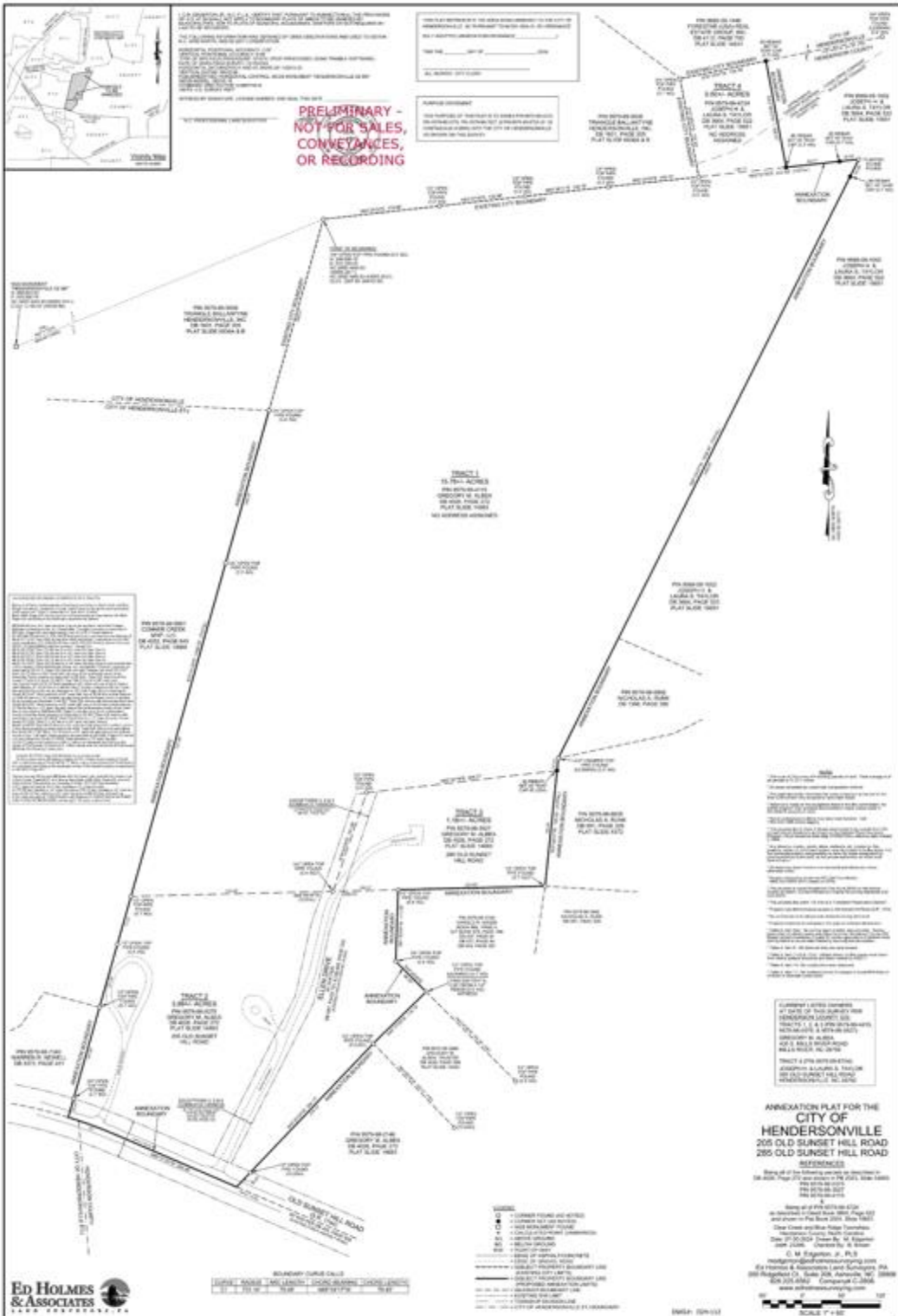
+ PIN:

- + 9579-98-0375
- + 9579-98-3527
- + 9579-99-4115
- + 9579-99-8724

+ Acreage:

- + Approximately 21.32 acres





The public hearing was opened at 6:22 p.m.

There were no public comments.

The public hearing was closed at 6:22 p.m.

Council Member Lyndsey Simpson moved City Council adopt an ordinance of the City of Hendersonville to extend the Corporate Limits of the City as a contiguous annexation, to annex that property owned by Gregory Albea, Julianne Albea, Joseph Taylor, and Laura Taylor, identified as PINs 9579-98-0375, 9579-98-3527, 9579-99-4115, and 9579-99-8724, finding that the standards established by North Carolina General Statute 160A-31 have been satisfied and that the annexation is in the best interest of the City. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-25-10

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

IN RE: Petition for Contiguous Annexation

Petitioners: Gregory Albea, Julianne Albea, Joseph Taylor, and Laura Taylor
File No. C24-56-ANX

WHEREAS, The City of Hendersonville has been petitioned by Gregory Albea, Julianne Albea, Joseph Taylor, and Laura Taylor, pursuant to North Carolina General Statutes (NCGS) 160A-31, as amended, to annex the area described herein below; and

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

WHEREAS, a public hearing on the question of this annexation was held at 160 6th Ave E. (City Hall), Hendersonville, NC at 5:45 pm, on the 12th day of February 2025, after due notice by publication as provided by law on January 26th 2025; and

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

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

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

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

1: By virtue of the authority granted by N.C.G.S. 160A-31, as amended, the following described contiguous area is hereby annexed and made part of the City of Hendersonville as of the 12th day of February 2025.

Being all of that real property consisting of PINs 9579-98-0375, 9579-98-3527, 9579-99-4115, 9579-99-8724 described in the plat recorded in Book 2025- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9579-98-0375, 9579-98-3527, 9579-99-4115, 9579-99-8724 being described by metes and bounds as follows:

Being all of those certain parcels of land lying and being in Clear Creek and Blue Ridge Townships, Henderson County, North Carolina; being the same properties described in the "Tract 2" subsection of "Exhibit A" in Deed Book 4026, Page 272; being a portion of that property as described in DB 3664, Page 522; and being more particularly described as follows:
BEGINNING at a 3/4" open top pipe lying on the southern line of the Triangle Ballantyne Hendersonville, Inc. (hereinafter "Triangle") property as described in DB 1601, Page 205; said pipe also lying on the existing CITY LIMITS of the City of Hendersonville; and said pipe having "NAD 83 (2011)" coordinates of N: 599,590.75 feet and E: 979,199.05 feet and lying a grid bearing and distance of North 67°17'22" East 3954.96 feet from NGS Monument "Hendersonville AZ MK" (with coordinates of N: 598,063.83 feet and E: 975,550.74 feet); thence from said POINT OF BEGINNING with the CITY LIMITS and with the southern Triangle line the following 5 (five) calls:
North 83°25'32" East 179.86 feet to a 1/2" open top pipe;
North 83°27'35" East 132.08 feet to a 1/2" open top pipe;
North 83°26'11" East 128.78 feet to a 1/2" open top pipe;
North 83°44'09" East 140.14 feet to a 1/2" open top pipe;
North 10°38'23" West 155.24 feet to a 3/4" open top pipe lying on the southern line of the Forestar (USA) Real Estate Group, Inc. (hereinafter "Forestar") property as described in DB 4112, Page 700; Thence continuing with the CITY LIMITS and with said Forestar line North 78°10'47" East 134.76 feet to a 5/8" rebar with cap lying at the northwest corner of the remaining Taylor property as described in DB 3664, Page 522; thence leaving the CITY LIMITS with the western Taylor line South 10°38'23" East 168.07 feet to a 5/8" rebar with cap; thence North 83°37'35" East (passing a 5/8" rebar with cap at 82.41 feet) a total distance of 112.41 feet to a planted stone; thence continuing with the Taylor line and with the Runk line as described in DB 1398, Page 390 on a bearing of South 26°24'47" West (passing a 5/8" rebar with cap at 30.00 feet) a total distance of 1038.40 feet to a 1/2" crimped top pipe lying at the northwest corner of another Runk property as described in DB 991, Page 228; thence with the second Runk line South 05°50'01" West (passing a 5/8" rebar with cap at 19.23 feet) a total distance of 199.69 feet to a 1/2" open top pipe lying at the northeastern corner of the Nolen line as described in Will Book 86E, Page 9, and also lying at the northwestern corner of another Runk property as described in DB 991, Page 228; thence with said Nolen line South 88°34'58" West 225.92 feet to a 1/2" open top pipe; thence South 01°53'55" West 111.35 feet to a 3/4" open top pipe; thence South 44°45'29" East 66.33 feet to a 1/2" open top pipe lying at the northern corner of the Albea property as described in DB 4026, Page 269; thence with said Albea line South 45°17'09" West 114.15 feet to a 1/2" open top pipe lying at the northern corner of the "1.00 acre" Albea property as described in DB 4026, Page 272; thence with said Albea line South 43°20'24" West (passing a 1/2" open top pipe at 276.12 feet) a total distance of 306.17 feet to an unmarked point lying in the center of Old Sunset Hill Road (S.R. 1744); thence with the centerline of Old Sunset Hill Road the following 2 (two) calls:
North 66°27'25" West 200.96 feet to an unmarked point;

On a curve to the left having a radius of 731.14 feet, an arc length of 79.49 feet, a chord bearing of North 69°34'17" West, and a chord distance of 79.45 feet to an unmarked point lying at the southeast corner of the Newell property as described in DB 3372, Page 421;

Thence leaving Old Sunset Hill Road with the Newell line, and with the eastern line of the Conner Creek MHP, LLC line as described in DB 4052, Page 640, and with said southern Triangle line on a bearing of North 15°41'44" East (passing a 3/4" open top pipe at 30.47 feet, passing a 1/2" open top pipe at 177.56 feet, passing a 1/2" open top pipe at 279.12 feet, passing a 1/2" open top pipe at 356.53 feet, passing a 3/4" open top pipe at 894.02 feet, and passing a 3/4" open top pipe at 1140.25 feet) a total distance of 1448.52 feet (the last 308.27 feet running with the CITY LIMITS) to the POINT AND PLACE OF BEGINNING, containing 21.32 acres, more or less.

- 2: Upon and after the twelfth day of February 2025, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A- 58.10, as amended.
3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Henderson County Board of Elections, as required by G. S. 163-288.1.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 12th day of February, 2025.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

C. Zoning Text Amendment: RV Temporary use Permit (P24-083-ZTA) – Sam Hayes, Planner II

Sam Hayes explained that City staff is proposing revisions to the City's zoning ordinance to support post-disaster recovery. The key changes focus on permitting the temporary use of recreational vehicles (RVs) for shelter. Staff believes these changes will not only assist individuals still recovering from the aftermath of Hurricane Helene but will also provide support in the future if and when new storms impact the City. The planning board recommended the ZTA for approval.

RV Temporary Use Permit (Storm Recovery)

(P24-083-ZTA)

Zoning Text Amendment

City of Hendersonville City Council Meeting
February 12th, 2025

Community Development | Planning Division

Sam Hayes | Planner II

Project Background

- + **Applicant:** City of Hendersonville Planning Staff
- + **Proposed Changes:** City staff are proposing changes to our zoning ordinance to enable recreational vehicles to be used as temporary housing (Sec 8-3, 12-2)
- + **Applicant/Staff Reasoning:**
 - + Staff is proposing these changes in response to Hurricane Helene and the post-disaster response. Staff has a desire to enable individuals the ability to utilize RVs on a temporary basis as shelter in the aftermath of storms.

Recreational Vehicle (RV) Temporary Use Permit

Staff Recommended Code Revision

Sec. 34-4. Parking and storage of recreation vehicles.

(a) Parking of the recreation vehicles shall be prohibited, except in driveways, within the required front yard area, and subject to the requirements of this chapter. The side yard areas may be used for parking of such vehicles in accordance with the provisions of this chapter.

(b) Recreation vehicles may be used and maintained as a temporary shelter or office located on a construction site during the actual period of construction on such site; provided, however, that the vehicles shall be removed therefrom within 72 hours next following completion of the construction processes.

(c) One unoccupied recreation vehicle may be parked or otherwise located in any accessory private garage building, or in a rear or side yard of an occupied dwelling; provided, however, that no living or sleeping quarters shall be maintained, or any business located in, or carried on, or otherwise fostered in the ~~trailer recreational vehicle~~ while it is so parked, located or stored.

(d) A recreation vehicle with self-contained facilities may be temporarily parked or located, occupied or unoccupied, within the boundaries of districts zoned and designated under the zoning ordinance of the city as residential areas, neighborhood trading areas, or industrial districts, or MIC for a period not exceeding 72 hours; provided, however, that a permit is obtained from and issued by the code enforcement officer prior to the parking or location of the recreation vehicle; provided, further, that if the code enforcement officer shall fail to issue such permit after prompt and appropriate application therefor, the applicant shall have the right to appeal the decision of the code enforcement officer to the ~~entire city council zoning board of adjustment~~.

(e) Recreation vehicles may be used and maintained as a temporary shelter or office for the sale of agricultural products such as crops, fruits, vegetables, ornamental and flowering plants or trees and all other forms of agricultural products, provided that there are no living or sleeping quarters maintained in such recreation vehicle during such temporary use. A temporary use permit shall be obtained from the code enforcement officer for such use for a specified period of time not exceeding 90 days. One such permit may be issued within a 12-month period.

(f) The use and occupancy limitations contained in this Section 34-4 shall not apply to the use or occupancy of a recreational vehicle where such use or occupancy is permitted by the City of Hendersonville Zoning Ordinance.

(Code 1971, § 17-4)

Staff Recommended Code Revision

Sec. 8-3. Temporary use permits for manufactured/mobile homes and recreational vehicles

a) Manufactured/Mobile homes

No more than one manufactured/mobile home may be permitted in the rear yard of a residential dwelling on a platted lot as an accessory structure, provided, the manufactured/mobile home shall meet the principal structure setback requirements for the district in which it is located. Such use shall be temporary and shall be based on a finding by board of adjustment that a personal hardship situation exists (such as the need to care for elderly parents or other dependents) which justifies a special exception of this nature. Temporary use permit shall be issued in such cases for one year, and may be renewed by the zoning administrator so long as the approved hardship continues to exist.

All such manufactured/mobile homes situated in rear yards must have access to city water and sewer service or individual systems approved in writing by the county health officer and such manufactured/mobile homes must be maintained in such a way as to create no nuisance conditions. Furthermore, if any such manufactured/mobile home must be situated closer to the side or rear yard line than the required setback for the district involved, a variance must be obtained from the board of adjustment.

Recreational Vehicle

(1) The zoning administrator may issue a temporary use permit for recreation vehicles to be used and maintained as a temporary shelter or office located on a construction site during the actual period of construction on such site; provided, however, that the vehicles shall be removed therefrom within 72 hours next following completion of the construction processes. The recreational vehicle must be maintained in such a way as to not create a nuisance. The temporary use permit shall specify the placement of the recreational vehicle on the property on which it is located with regards to front, rear, or side yard, and setbacks.

(2) During a mayoral declared state of emergency for the City of Hendersonville, the zoning administrator may issue a temporary use permit for a particular tract of land to allow the placement of a recreational vehicle in any zoning district for up to 180 days. Extensions for hardship may be granted by the zoning board of adjustment. The recreational vehicle must be maintained in such a way as to not create a nuisance. The temporary use permit shall specify the placement of the recreational vehicle on the property on which it is located with regards to front, rear, or side yard, and setbacks.

Staff Recommended Code Revision

12-2. Definition of commonly used terms and words

Recreational vehicle: a motor vehicle or trailer that includes living quarters designed for accommodation, including but not limited to motorhomes, campervans, fifth-wheel trailers, and popup campers. Such vehicles must be:

- a) Built on a single chassis;
- b) 400 square feet or less when measured at the largest horizontal projection;
- c) Designed to be self-propelled or permanently towable by a light duty truck;
- d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use; and
- e) Fully licensed and ready for highway use.

1) COMPREHENSIVE PLAN CONSISTENCY	2) Compatibility	<p>EXISTING CONDITIONS The revisions allowing for temporary RV use will have minimal impact on existing conditions.</p>
		<p>GEN H COMPREHENSIVE PLAN GOALS (Chapter IV) Vibrant Neighborhoods: Consistent Abundant Housing Choices: Consistent Healthy and Accessible Natural Environment: N/A Authentic Community Character: N/A Safe Streets and Trails: N/A Reliable & Accessible Utility Services: Consistent Satisfying Work Opportunities: N/A Welcoming & Inclusive Community: N/A Accessible & Available Community Uses and Services: N/A Resilient Community: Consistent</p>
		<p>GEN H COMPREHENSIVE PLAN GUIDING PRINCIPLES (Chapter IV) Mix of Uses: N/A Compact Development: N/A Sense of Place: N/A Conserved & Integrated Open Spaces: N/A Desirable & Affordable Housing: N/A Connectivity: N/A Efficient & Accessible Infrastructure: N/A</p>

1) COMPREHENSIVE PLAN CONSISTENCY	3) Changed Conditions	<p>Whether and the extent to which there are changed conditions, trends or facts that require an amendment -</p>
		<p>The City staff believe that it is important to ensure that people can regain access to housing as quickly as possible after a storm. In light of Hurricane Helene which has shown that the City of Hendersonville is not immune from damage and destruction from natural hazards, it is important to update our ordinance to ensure that people can recover as quickly as possible.</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>Staff has attempted to craft this ordinance so that there will be minimal impact to neighbors.</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>This amendment will have minimal to no impact on public facilities.</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 is minimal impacts on the natural environment.</p>	

Planning Board - Legislative Committee

- + December 17, 2024
- + 4 Member in attendance + Staff
- + Supported the RV amendment with modifications to clarify language certain language.

Planning Board

- + January 9th, 2025
- + Unanimously voted to recommend for approval.

Draft Consistency Statement

The petition is found to be [consistent] 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 aligns with the City's adopted plan's policy guidance to establish more resilient communities through recovery from adverse events such as extreme weather or natural hazards.

The public hearing was opened at 6:32 p.m.

There were no public comments.

The public hearing was closed at 6:32 p.m.

Council Member Gina Baxter moved City Council adopt an ordinance amending the official City of Hendersonville Zoning Ordinance, Section 8-3 Temporary use permits for manufactured/mobile homes, and Section 12-2. Definitions of commonly used terms and words. AND an amendment to the City Code of Ordinances, Section 34-4. Parking and Storage of Recreational Vehicles.

1. The petition is found to be consistent 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 aligns with the City's adopted plan's policy guidance to establish more resilient communities through recovery from adverse events such as extreme weather or natural hazards.

2. We [find] this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

- 1. Hurricane Helene has shown that there is a pressing need for the City to create flexibility in its zoning code to support post-disaster recovery.***
- 2. The use of recreational vehicles will be temporarily permitted in all zoning districts to provide adequate housing for individuals following disasters.***

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-25-11

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CITY OF HENDERSONVILLE CODE OF ORDINANCES, SECTION 34-4. PARKING AND STORAGE OF RECREATIONAL VEHICLES, AND ZONING ORDINANCE, SECTION 8-3. TEMPORARY USE PERMITS FOR MANUFACTURED/MOBILE HOMES, AND SECTION 12-2. DEFINITIONS OF COMMONLY USED TERMS AND WORDS.

WHEREAS, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on January 9th, 2025; voting 7-0 to recommend City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance, and

WHEREAS, City Council took up this application at its regular meeting on February 12th, 2025, and

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

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on February 12th, 2025,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville to amend City of Hendersonville Code of Ordinances, Section 34-4. Parking and Storage of Recreational Vehicles and the City of Hendersonville Zoning Ordinance, Section 8-3. Temporary use permits for manufactured/mobile homes., and Section 2-2. Definitions of commonly used terms and words.

ZONING ORDINANCE

Sec. 34-4. Parking and storage of recreation vehicles.

- (a) Parking of the recreation vehicles shall be prohibited, except in driveways, within the required front yard area, and subject to the requirements of this chapter. The side yard areas may be used for parking of such vehicles in accordance with the provisions of this chapter.
- (b) Recreation vehicles may be used and maintained as a temporary shelter or office located on a construction site during the actual period of construction on such site; provided, however, that the vehicles shall be removed therefrom within 72 hours next following completion of the construction processes.
- (c) One unoccupied recreation vehicle may be parked or otherwise located in any accessory private garage building, or in a rear or side yard of an occupied dwelling; provided, however, that no living or sleeping quarters shall be maintained, or any business located in, or carried on, or otherwise fostered in the ~~trailer~~ recreational vehicle while it is so parked, located or stored.
- (d) A recreation vehicle with self-contained facilities may be temporarily parked or located, occupied or unoccupied, within the boundaries of districts zoned and designated under the zoning ordinance of the city as residential areas, neighborhood trading areas, or industrial districts, or MIC for a period not exceeding 72 hours; provided, however, that a permit is obtained from and issued by the code enforcement officer prior to the parking or location of the recreation vehicle; provided, further, that if the code enforcement officer shall fail to issue such permit after prompt and appropriate application therefor, the applicant shall have the right to appeal the decision of the code enforcement officer to the ~~entire city council~~ zoning board of adjustment.
- (e) Recreation vehicles may be used and maintained as a temporary shelter or office for the sale of agricultural products such as crops, fruits, vegetables, ornamental and flowering plants or trees and all other forms of agricultural products, provided that there are no living or sleeping quarters maintained in such recreation vehicle during such temporary use. A temporary use permit shall be obtained from the code enforcement officer for such use for a specified period of time not exceeding 90 days. One such permit may be issued within a 12-month period.
- (f) The use and occupancy limitations contained in this Section 34-4 shall not apply to the use or occupancy of a recreational vehicle where such use or occupancy is permitted by the City of Hendersonville Zoning Ordinance.

(Code 1971, § 17-4)

Sec. 8-3. Temporary use permits for manufactured/mobile homes and recreational vehicles**a) Manufactured/Mobile homes**

No more than one manufactured/mobile home may be permitted in the rear yard of a residential dwelling on a platted lot as an accessory structure, provided, the manufactured/mobile home shall meet the principal structure setback requirements for the district in which it is located. Such use shall be temporary and shall be based on a finding by board of adjustment that a personal hardship situation exists (such as the need to care for elderly parents or other dependents) which justifies a special exception of this nature. Temporary use permit shall be issued in such cases for one year, and may be renewed by the zoning administrator so long as the approved hardship continues to exist.

All such manufactured/mobile homes situated in rear yards must have access to city water and sewer service or individual systems approved in writing by the county health officer and such manufactured/mobile homes must be maintained in such a way as to create no nuisance conditions. Furthermore, if any such manufactured/mobile home must be situated closer to the side or rear yard line than the required setback for the district involved, a variance must be obtained from the board of adjustment.

b) Recreational Vehicle

(1) The zoning administrator may issue a temporary use permit for recreation vehicles to be used and maintained as a temporary shelter or office located on a construction site during the actual period of construction on such site; provided, however, that the vehicles shall be removed therefrom within 72 hours next following completion of the construction processes. The recreational vehicle must be maintained in such a way as to not create a nuisance. The temporary use permit shall specify the placement of the recreational vehicle on the property on which it is located with regards to front, rear, or side yard, and setbacks.

(2) During a mayoral declared state of emergency for the City of Hendersonville, the zoning administrator may issue a temporary use permit for a particular tract of land to allow the placement of a recreational vehicle in any zoning district for up to 180 days. Extensions for hardship may be granted by the zoning board of adjustment. The recreational vehicle must be maintained in such a way as to not create a nuisance. The temporary use permit shall specify the placement of the recreational vehicle on the property on which it is located with regards to front, rear, or side yard, and setbacks.

12-2. Definition of commonly used terms and words

Recreational vehicle: a motor vehicle or trailer that includes living quarters designed for accommodation, including but not limited to motorhomes, campervans, fifth-wheel trailers, and popup campers. Such vehicles must be:

- a) Built on a single chassis;

- b) 400 square feet or less when measured at the largest horizontal projection;
- c) Designed to be self-propelled or permanently towable by a light duty truck;
- d) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel or seasonal use; and
- e) Fully licensed and ready for highway use.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 12th day of February, 2025.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk

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

**D. Zoning Text Amendment: Nonconforming Structures Changes (P24-099-ZTA) –
Sam Hayes, Planner II**

Sam Hayes explained that City staff is proposing revisions to the City’s zoning ordinance to support post-disaster recovery. The key changes focus on allowing nonconforming residential structures to be rebuilt, regardless of the extent of the damage. Staff believes these changes will not only assist individuals still recovering from the aftermath of Hurricane Helene but will also provide support in the future if and when new storms impact the City. The planning board recommended the ZTA for approval but recommended that nonconforming residential structures should only be allowed to rebuild during a mayoral declared disaster.

Nonconforming Structures Changes (Storm Recovery) (P24-099-ZTA)

Zoning Text Amendment

City of Hendersonville Planning Board
February 12th, 2025

Community Development | Planning Division

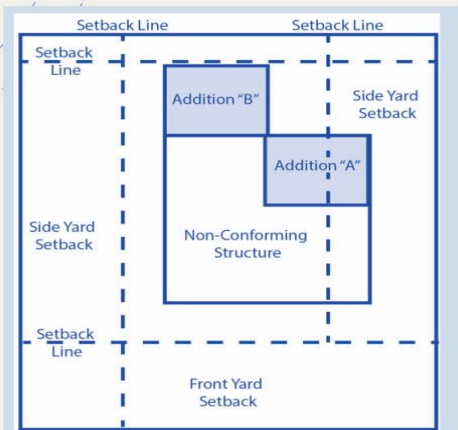
Sam Hayes | Planner II

Project Background

- + **Applicant:** City of Hendersonville Planning Staff
- + **Proposed Changes:** City staff are proposing changes to our zoning ordinance to create separate residential and commercial nonconforming structures classifications (Section 6-2-2).
- + **Applicant/Staff Reasoning:**
 - + The change is in response to Hurricane Helene. Staff and city administrators have observed and heard from the public that there is a need to accommodate more opportunities to enable access to safe, stable housing post-disaster.

Nonconforming Residential Structures

Examples of Nonconforming Structures



Manufactured/Mobile Homes

Staff Recommended Code Revision

6-2-2 Nonconforming structures.

A nonconforming structure is a building or other structure which lawfully existed prior to the effective date of this ordinance, or an amendment thereto, and which no longer could be built under the terms of this ordinance, as amended, by reason of restrictions on area, footprint, open space, building height, setbacks, lot width, or other requirements concerning the structure.

- a) A nonconforming structure devoted to a use permitted in the zoning classification in which it is located may continue to be used only in accordance with the provisions of this section.
- b) Normal repair and maintenance may be performed to allow the continuation of nonconforming structures.
- c) Except as provided in subsections (d) and (e) below, a nonconforming structure shall not undergo a change of use, renovation or expansion.
- d) A nonconforming structure may undergo a change of use or renovation without having to bring the structure into conformity with the requirements of these regulations, provided that:
 - 1) The change in use or renovation does not increase the floor area of the structure.
 - 2) The change in use is to a permitted use within the district.
 - 3) The number of parking spaces provided for the use is in conformity with the requirements of these regulations.
- e) A nonconforming structure may be expanded, without bringing the nonconforming structure into conformity with these regulations, only if the part of the structure to be expanded and the area of the lot into which the expansion is taking place are both brought into conformity with the requirements of this ordinance.
- f) A nonconforming structure shall not be moved unless it thereafter conforms to the standards of the zoning classification in which it is located.
- g) Where a nonconforming residential structure is damaged by fire, flood, wind, or other act of God, and such damage does not exceed 50 percent of the current assessed taxable value of the structure; it may be restored to its original dimensions and conditions as long as a building permit for the restoration is issued within 12 months of the date of the damage.
- h) Where a nonconforming commercial structure is damaged by fire, flood, wind, or other act of God, and such damage does not exceed 50 percent of the current assessed taxable value of the structure, it may be restored to its original dimensions and conditions as long as a building permit for the restoration is issued within 12 months of the date of the damage.

Planning Board Recommended Code Revision

6-2-2 Nonconforming structures.

A nonconforming structure is a building or other structure which lawfully existed prior to the effective date of this ordinance, or an amendment thereto, and which no longer could be built under the terms of this ordinance, as amended, by reason of restrictions on area, footprint, open space, building height, setbacks, lot width, or other requirements concerning the structure.

- a) A nonconforming structure devoted to a use permitted in the zoning classification in which it is located may continue to be used only in accordance with the provisions of this section.
- b) Normal repair and maintenance may be performed to allow the continuation of nonconforming structures.
- c) Except as provided in subsections (d) and (e) below, a nonconforming structure shall not undergo a change of use, renovation or expansion.
- d) A nonconforming structure may undergo a change of use or renovation without having to bring the structure into conformity with the requirements of these regulations, provided that:
 - 1) The change in use or renovation does not increase the floor area of the structure.
 - 2) The change in use is to a permitted use within the district.
 - 3) The number of parking spaces provided for the use is in conformity with the requirements of these regulations.
- e) A nonconforming structure may be expanded, without bringing the nonconforming structure into conformity with these regulations, only if the part of the structure to be expanded and the area of the lot into which the expansion is taking place are both brought into conformity with the requirements of this ordinance.
- f) A nonconforming structure shall not be moved unless it thereafter conforms to the standards of the zoning classification in which it is located.
- g) Where a nonconforming structure is damaged by fire, flood, wind, or other act of God, and such damage does not exceed 50 percent of the current assessed taxable value of the structure, it may be restored to its original dimensions and conditions as long as a building permit for the restoration is issued within 12 months of the date of the damage.
- h) Where a nonconforming residential structure is damaged or destroyed during a mayoral declared state of emergency in the City of Hendersonville, and such damage does not exceed 50 percent of the current assessed taxable value of the structure; it may be restored to its original dimensions and conditions as long as a building permit for the restoration is issued within 12 months of the date of the damage.

1) COMPREHENSIVE PLAN CONSISTENCY	2) Compatibility	<p>EXISTING CONDITIONS The revision of the zoning text amendment will make it easier for homeowners to rebuild their homes regardless of whether they are no longer deemed to conform with the current zoning standards.</p>
		<p>GEN H COMPREHENSIVE PLAN GOALS (Chapter IV) Vibrant Neighborhoods: Consistent Abundant Housing Choices: Consistent Healthy and Accessible Natural Environment: N/A Authentic Community Character: Consistent Safe Streets and Trails: N/A Reliable & Accessible Utility Services: Consistent Satisfying Work Opportunities: N/A Welcoming & Inclusive Community: N/A Accessible & Available Community Uses and Services: N/A Resilient Community: Consistent</p>
		<p>GEN H COMPREHENSIVE PLAN GUIDING PRINCIPLES (Chapter IV) Mix of Uses: N/A Compact Development: N/A Sense of Place: N/A Conserved & Integrated Open Spaces: N/A Desirable & Affordable Housing: N/A Connectivity: N/A Efficient & Accessible Infrastructure: Consistent</p>

1) COMPREHENSIVE PLAN CONSISTENCY	3) Changed Conditions	<p>Whether and the extent to which there are changed conditions, trends or facts that require an amendment -</p>
		<p>The City staff believe that it is important to ensure that people can regain access to housing as quickly as possible after a storm. In light of Hurricane Helene which has shown that the City of Hendersonville is not immune from damage and destruction from natural hazards, it is important to update our ordinance to ensure that people can recover as quickly as possible.</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>Staff has attempted to craft this ordinance so that there will be minimal impact to neighbors. Staff has also placed heavy value on keeping residents in their existing homes and existing communities. These ordinance revisions attempt to help allow people to remain in their neighborhoods.</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>This amendment will have minimal to no impact on public facilities.</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 is minimal impacts on the natural environment.</p>	

Planning Board - Legislative Committee

+ December 17, 2024

+ 4 Member in attendance + Staff

+ There was a discussion about manufactured/mobile homes when it comes to nonconforming structures. The committee did not support the ordinance in its proposed form. Staff made changes to the ordinance to better accommodate the recommendations of the committee.

Planning Board

+ January 9th, 2025

+ Unanimously voted to recommend for approval with one recommended change.

Draft Consistency Statement

The petition is found to be [consistent] 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 aligns with the City's adopted plan's policy guidance to establish more resilient communities through recovery from adverse events such as extreme weather or natural hazards.

Questions

Staff Recommended:

g) Where a nonconforming residential structure is damaged by fire, flood, wind, or other act of God, ~~and such damage does not exceed 50 percent of the current assessed taxable value of the structure,~~ it may be restored to its original dimensions and conditions as long as a building permit for the restoration is issued within 12 months of the date of the damage.

h) Where a nonconforming commercial structure is damaged by fire, flood, wind, or other act of God, and such damage does not exceed 50 percent of the current assessed taxable value of the structure, it may be restored to its original dimensions and conditions as long as a building permit for the restoration is issued within 12 months of the date of the damage.

Planning Board Recommended:

g) Where a nonconforming structure is damaged by fire, flood, wind, or other act of God, and such damage does not exceed 50 percent of the current assessed taxable value of the structure, it may be restored to its original dimensions and conditions as long as a building permit for the restoration is issued within 12 months of the date of the damage.

h) Where a nonconforming residential structure is damaged or destroyed during a mayoral declared state of emergency in the City of Hendersonville, ~~and such damage does not exceed 50 percent of the current assessed taxable value of the structure,~~ it may be restored to its original dimensions and conditions as long as a building permit for the restoration is issued within 12 months of the date of the damage.

The public hearing was opened at 6:42 p.m.

Although he did not speak during public comment, City Attorney Angela Beeker ask that his comment from General Public Comment go here as well.

Jesse Woodruff of Hendersonville, spoke about the zoning amendment on the agenda for tonight. He was representing his father Randy who has been a resident of 60 years and displaced by Hurricane Helene. Despite his desire to rebuild, the current ordinance is making it difficult. We would like to replace a non-conforming structure, his mobile home. He asked that council approve the zoning amendment.

The public hearing was closed at 6:42 p.m.

Council Member Lyndsey Simpson moved City Council adopt an ordinance amending the official City of Hendersonville Zoning Ordinance, Section 6-2-2 Nonconforming structures.

1. The petition is found to be consistent 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 aligns with the City's adopted plan's policy guidance to establish more resilient communities through recovery from adverse events such as extreme weather or natural hazards.

2. We [find] this petition, in conjunction with the recommendations presented by staff, to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

1. *Hurricane Helene has shown that there is a pressing need for the City to create flexibility in its zoning code to support post-disaster recovery.*
2. *The proposed text amendment will allow for the rebuilding of nonconforming structures only after a natural disaster or other act of God, thereby aiding in quick recovery for city residents.*

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-25-12

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND CITY OF HENDERSONVILLE ZONING ORDINANCE, SECTION 6-2-2 NONCONFORMING STRUCTURES.

WHEREAS, the Planning Board reviewed this petition for a zoning text amendment at its regular meeting on January 9th, 2025; voting 7-0 to recommend City Council adopt an ordinance amending the City of Hendersonville Zoning Ordinance, and

WHEREAS, City Council took up this application at its regular meeting on February 12th, 2025, and

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

WHEREAS, City Council has conducted a public hearing as required by the North Carolina General Statutes on February 12th, 2025,

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Hendersonville to amend City of Hendersonville Zoning Ordinance, Section 6-2-2 Nonconforming structure.

ZONING ORDINANCE

6-2-2 Nonconforming structures.

A nonconforming structure is a building or other structure which lawfully existed prior to the effective date of this ordinance, or an amendment thereto, and which no longer could be built under the terms of this ordinance, as amended, by reason of restrictions on area, footprint, open space, building height, setbacks, lot width, or other requirements concerning the structure.

- a) A nonconforming structure devoted to a use permitted in the zoning classification in which it is located may continue to be used only in accordance with the provisions of this section.
- b) Normal repair and maintenance may be performed to allow the continuation of nonconforming structures.
- c) Except as provided in subsections (d) and (e) below, a nonconforming structure shall not undergo a change of use, renovation or expansion.
- d) A nonconforming structure may undergo a change of use or renovation without having to bring the structure into conformity with the requirements of these regulations, provided that:
 - 1) The change in use or renovation does not increase the floor area of the structure.
 - 2) The change in use is to a permitted use within the district.
 - 3) The number of parking spaces provided for the use is in conformity with the requirements of these regulations.
- e) A nonconforming structure may be expanded, without bringing the nonconforming structure into conformity with these regulations, only if the part of the structure to be expanded and the area of the lot into which the expansion is taking place are both brought into conformity with the requirements of this ordinance.
- f) A nonconforming structure shall not be moved unless it thereafter conforms to the standards of the zoning classification in which it is located.
- g) Where a nonconforming residential structure is damaged by fire, flood, wind, or other act of God, ~~and such damage does not exceed 50 percent of the current assessed taxable value of the structure,~~ it may be restored to its original dimensions and conditions as long as a building permit for the restoration is issued within 12 months of the date of the damage.
- h) Where a nonconforming commercial structure is damaged by fire, flood, wind, or other act of God, and such damage does not exceed 50 percent of the current assessed taxable value of the structure, it may be restored to its original dimensions and conditions as long as a building permit for the restoration is issued within 12 months of the date of the damage.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 12th day of February, 2025.

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

E. Rezoning: Conditional Zoning District – Half Moon Heights Phase II (P24-41-CZD)
 – Tyler Morrow, Current Planning Manager

Tyler Morrow explained that the City of Hendersonville received an application for a Conditional Rezoning from Tricia Chassen of Forestar USA Real Estate Group, INC., applicant and Gregory Albea, Julianne Albea, Josph Taylor, and Laura Taylor property owners. The applicant is requesting to rezone the subject property, PINs 9579-98-0375, 9579-98-3527, 9579-99-4115, 9579-99-8724 and located off Old Sunset Hill Road, from Henderson County Residential Two Rural to PRD-CZD, Planned Residential Development Conditional Zoning District for the construction of 59 single-family units on approximately 20.66 acres. This equates to a density of 2.86 units per acre. The proposed lots within the development range from 0.13 acres to 0.40 acres. The development is proposing to have an access off of Old Sunset Hill Road and a connection to a street stub provided by Phase 1 of the Half Moon Heights development to the north. All proposed streets will be built to public street standards.

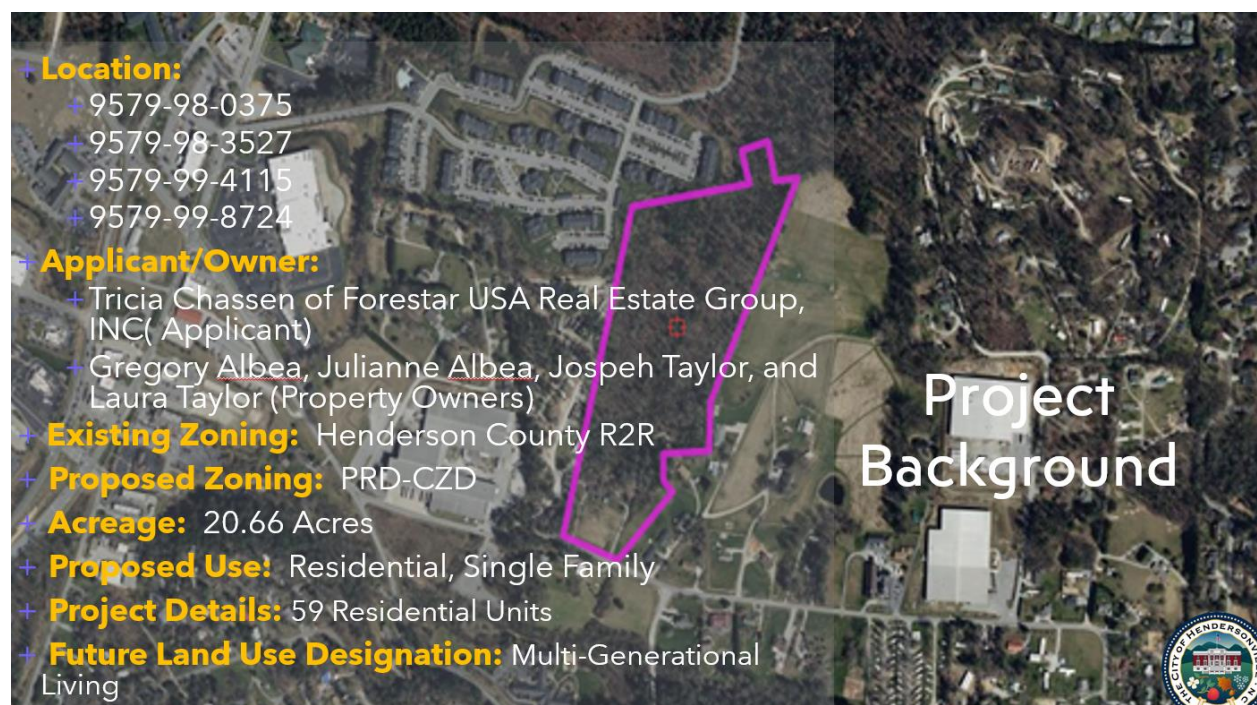
Halfmoon Heights Phase II

(P24-41-CZD)

Conditional Rezoning

City of Hendersonville City Council
 February 12th, 2025

Community Development | Planning Division
 Tyler Morrow | Current Planning Manager



Neighborhood Compatibility Meeting

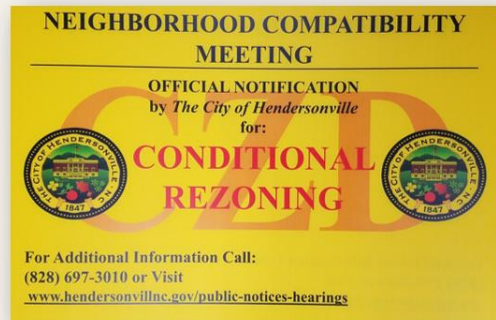
+ **Dates:** September 18th, 2024

+ **Attendees:**

- + In-person - 4 residents
- + Online - 2 residents

+ **Topics Discussed:**

- + Streams and stream buffer requirements.
- + Wetlands and whether any of the homes would impact them. Accident data on the nearby roads.
- + Tree preservation requirements being met.
- + The idea that the wetlands should be included in the common areas and maintained by the HOA was discussed.
- + Buffer requirements were discussed.



Site Photos

Halfmoon Heights Phase I

+ ***Entitled by a different developer***

+ **Previous Developer**

- + Joseph Schlotterbeck
- + Vice President- Bald Headed Builders, Inc.

+ **Current Developer**

- + Forestar USA Real Estate Group Inc

+ **90 Single Family Homes**

+ **33.61 acres**

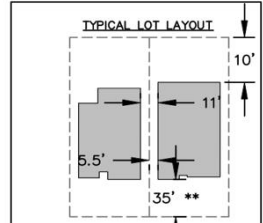
- + 2.6 units per acre.



Site Plan



- NOTES:
- 1.) ALL PORTIONS OF THIS PROJECT ARE PROPOSED TO BE LOCATED TOTALLY WITHIN CITY LIMITS.
 - 2.) SITE LIGHTING TO BE DESIGNED BY DUKE ENERGY AND SHALL BE AIMED, DIRECTED, SHIELDED OR ARRANGED SO THE LIGHT SOURCES FOR SUCH FACILITIES DO NOT CAUSE UNDESIRABLE GLARE ON NEIGHBORING PROPERTIES OR INTERFERE WITH THE SAFE USE OF PUBLIC RIGHTS-OF-WAY AND SHALL MEET ALL CITY OF HENDERSONVILLE LIGHTING STANDARDS.
 - 3.) ALL OPEN SPACE AND COMMON OPEN SPACE WITHIN THE PROPOSED SUBDIVISION WILL BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION.
 - 4.) ALL PROPOSED SIGNAGE SIZE, HEIGHT, ORIENTATION, AND APPEARANCE TO BE IN ACCORDANCE WITH CITY ZONING ORDINANCE ARTICLE XIII. COORDINATE WITH LANDSCAPE ARCHITECTS PLANS FOR DETAILS.
 - 5.) NO PORTION OF THIS PROJECT IS LOCATED WITHIN THE 100YR FLOOD HAZARD AREA PER NORTH CAROLINA FLOOD PLAIN MAPPING.
 - 6.) ALL STREETS ARE TO BE CONVEYED TO CITY OF HENDERSONVILLE OWNERSHIP AND MAINTENANCE AT COMPLETION OF PROJECT.
 - 7.) PROJECT TO BE COMPLETED IN A SINGLE PHASE.



* BUILDING FOOTPRINTS VARY WITH INDIVIDUAL HOME OPTIONS (SEE ELEVATIONS FOR DETAILS)
 ** FRONT SETBACKS ARE MEASURED FROM THE ROAD CENTERLINE
 *** SETBACKS SHOWN ARE A MINIMUM AND MAY VARY



TRAFFIC IMPACT ANALYSIS

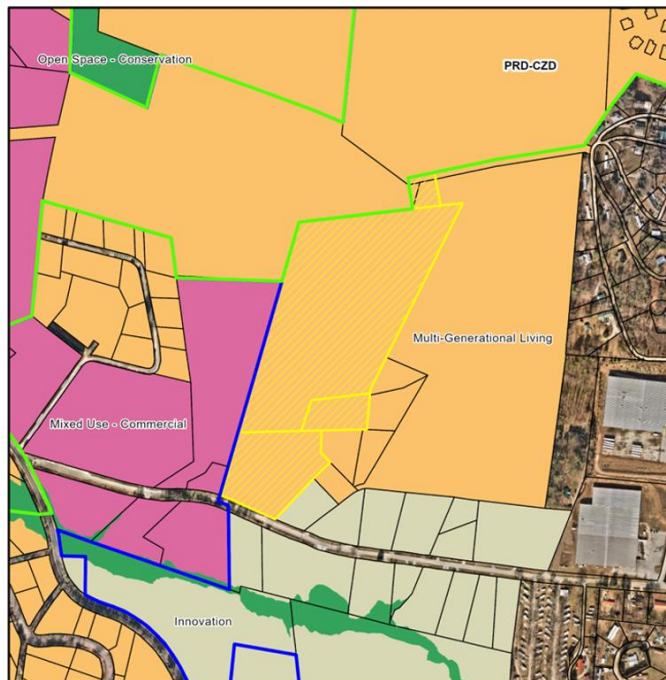
Old Sunset Hill Road Residential
 Hendersonville, North Carolina

SEPTEMBER 13, 2024
 IMPACT DESIGNS, INC.
 Prepared by: Nicholas Burns, PE

Table 2 – Trip Generation

ITE Land Use (Code)	Density	Independent Variable	Daily Traffic	AM Peak Enter	AM Peak Exit	PM Peak Enter	PM Peak Exit
Single Family Detached Housing (ITE Code 210)	155	Dwelling Units	1,510	28	83	95	55

It is estimated that the proposed development could generate a total of 1,510 trips (in and out) during a typical 24-hour weekday period with 111 trips (28 entering and 83 exiting) generated during the AM peak hour and 150 trips (95 entering and 55 exiting) generated during the PM peak hour at full build-out in 2028.



170 340 680 Feet
 City of Hendersonville
 January 2025

Half Moon Heights Phase II
 P24-41-CZD
 PINs: 9579-98-0375, -3527, 9579-99-4115, -8724
 Acreage: 20.66
 Future Land Use Map

Future Land Use Classifications

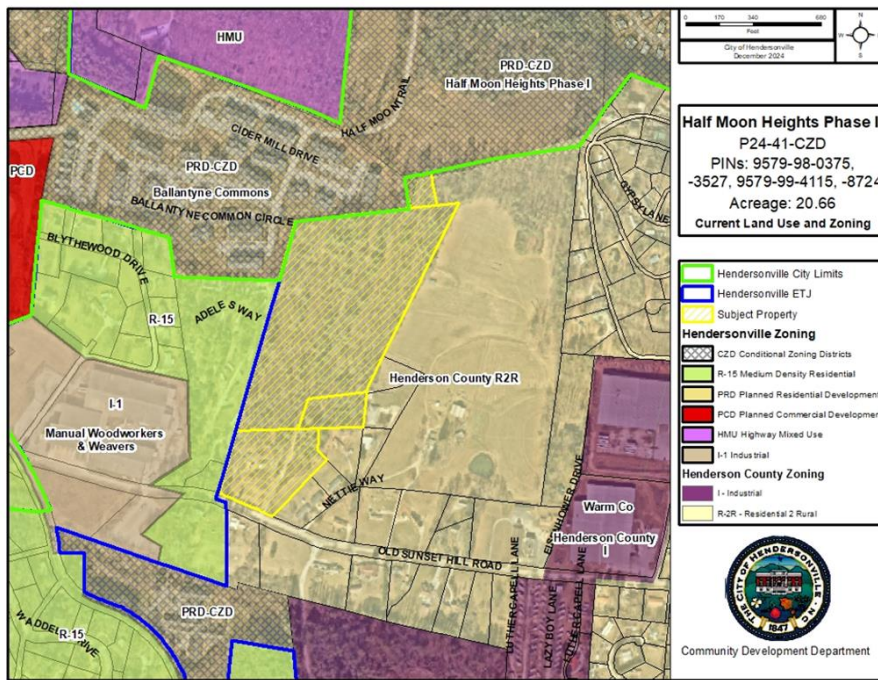
- Open Space - Conservation 1 (Regulated)
- Open Space - Conservation 2 (Natural)
- Open Space - Recreation
- Rural Residential
- Family/Neighborhood Living
- Multi-Generational Living
- Neighborhood Center
- Downtown
- Mixed Use - Commercial
- Mixed Use - Employment
- Institutional
- Innovation
- Production

Community Development Department

Future Land Use

- + Multi-Generational Living
- + Mixed Use Commercial
- + Innovation
- + Open Space-Conservation

General Rezoning Standards: 1) COMPREHENSIVE PLAN CONSISTENCY	LAND SUPPLY, SUITABILITY & INTENSITY	<ul style="list-style-type: none"> The subject property is outside the scope of the land suitability and supply maps and was not evaluated. The subject property is in a Focused Intensity Node centered at the intersection of Howard Gap Road and Chimney Rock Road.
	FUTURE LAND USE & CONSERVATION MAP	<ul style="list-style-type: none"> Designation: Multi-Generational Living Character Area Description: Consistent Zoning Crosswalk: Inconsistent



Current Land Use & Zoning

- + Henderson County R2R
- + Henderson County I
- + PRD-CZD
- + R-15
- + I-1
- + HMU
- + PCD-CZD

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.
		<ul style="list-style-type: none"> The subject property is located near four other Planned Residential Developments, including three single-family developments and one multi-family development. Additionally, it is in close proximity to Chestnut Ridge, a subdivision under Henderson County's jurisdiction that was platted in 1988 and consists of approximately 118 lots on 62 acres. The US 64 corridor continues to experience growth, driven by the presence of large undeveloped and underdeveloped parcels in the surrounding area.
	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 subject property is requesting to be annexed into the City. If annexed, the City must apply zoning to the parcels. The owners and developers are requesting that the initial zoning be for the Planned Residential Development that has been presented.

General Rezoning Standards	4) Public Interest	Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern that benefits the surrounding neighborhood, is in the public interest and promotes public health, safety and general welfare.
		<ul style="list-style-type: none"> Based on the 2021 Bowen Housing Needs Assessment for Western North Carolina, Henderson County has an estimated rental housing gap of 1,650 to 2,008 Units for incomes between <50%-120% AMI. This represents one of the largest gaps in the WNC region. Over the last 3 years, the City of Hendersonville has approved 634 detached <u>single family</u> homes. If this project is approved, Hendersonville’s recently-approved detached single family homes would total 693. It should also be noted that the Housing Needs Assessment Study does not account for the housing gap for incomes above 120% AMI. An additional gap, beyond that reflected in the “1,650 to 2,008-unit gap”, exist for those income levels greater than 120% AMI

General Rezoning Standards	5) Public Facilities	Whether and the extent to which adequate public facilities and services such as water supply, wastewater treatment, fire and police protection and transportation are available to support the proposed amendment.
		<ul style="list-style-type: none"> Howard Gap Road is a NCDOT maintained road, identified in the Comprehensive Transportation Plan as a boulevard in need of improvements. If approved, the site would be served by City of Hendersonville water and sewer services. Water infrastructure is already available on Old Sunset Hill Road, while sewer service will be extended from the Connor Creek Mobile Home Park to the west.

General Rezoning Standards	6) Effect on Natural Environment	Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment including but not limited to water, air, noise, storm water management, streams, vegetation, wetlands and wildlife.
		<ul style="list-style-type: none"> According to the site plan, approximately 19.50 acres of the 20.66-acre property are currently covered by an existing tree canopy. Of this canopy, the developers propose to retain 3.9 acres, meeting the minimum tree preservation requirement of 20% for projects of this type. The site includes blue-line streams identified by Clearwater Environmental and confirmed by the Army Corps of Engineers. These streams will be protected in compliance with the natural resource provisions of the zoning ordinance. Additionally, wetlands were identified on the site; however, unlike streams, the zoning ordinance does not extend specific protections to wetlands. As a result, the wetlands are not being preserved under local regulations. Any disturbance to the wetlands will require compliance with federal and state permitting and review processes. Mike Huffman, the City’s Floodplain Administrator and Stormwater Division Manager, proposed a city-initiated condition to enhance protections for the wetlands. However, this condition was not accepted by the developers.

Planning Board Recommendation

The City of Hendersonville Planning Board made a motion recommending ***approval***, finding the petition to be consistent with the comprehensive plan and finding it to be reasonable and in the public interest based on the information from the staff analysis and the public comments presented at their meeting on January 9th, 2025.

The motion carried 6 to 1.

Proposed Conditions (Developer Agreed)

Developer Proposed Conditions :

1. Any proposed wetland impact will be properly permitted within the respective agency and comply with any and all federal, state and local laws.
2. The developer proposes a 30' wetland buffer in areas shown on sheet C-201. No construction, grading, or vegetation removal may occur within these identified wetland buffers except for restoration or approved mitigation activities.
3. The Developer proposes a lot side setback of 5.5'
4. The developer intends to achieve canopy installation requirements by using required street trees, common open space trees, and open space trees. In the event that this is not achievable, the developer will achieve the requirements of the remaining tier two canopy by paying a fee in lieu of.

Planning Board Proposed Conditions (Developer Agreed)

City Proposed Conditions :

1. Proposed left turn lane on Howard Gap Road (SR-1006) onto Old Sunset Hill Road (SR-1744) will be constructed per the City's request if feasible within the existing right of way and if found necessary and/or acceptable by NCDOT. If the existing right of way is inadequate to accommodate the left hand turn lane, additional right of way acquisition will not be required and a fee in lieu of the turn lane shall be paid. The fee in lieu will reflect the actual cost of construction of the turn lane. The construction cost estimate shall be submitted by the developer's engineer and reviewed by the City of Hendersonville and NCDOT.
2. Discharge stormwater at a rate equal to or less than the pre development discharge rate for both the two-year, 24 hour storm, and the 10 year, 24 hour storm with the ability to pass the 25-year, 24 hour storm.
3. All driveways shall be a minimum of 20' from the back of curb and/or sidewalk.

City Proposed Conditions (Developer Agreed)

City Proposed Conditions (Mike Huffman, Stormwater/Natural Resource) :

- Monitoring and Reporting:
 - The applicant shall establish a monitoring program to assess the health of the wetland and buffer areas during and after development activities for a period of no less than [2 years]. Annual reports documenting compliance with the wetland protection measures shall be submitted to The City of Hendersonville.
- Environmental Education and Site Signage:
 - The applicant must install appropriate signage to identify wetland areas and educate site users about their importance. Signage must be maintained in perpetuity.

City Staff Proposed Condition (Developer Not Agreed)

City Proposed Conditions:

- Developer shall install a left-turn movement from Howard Gap Road onto Old Sunset Hill Road. The design of the turn lane and the necessary storage length for the turn lane should be coordinated with the North Carolina Department of Transportation to determine the most optimal configuration for the turn lane. Consideration should be given to a partial symmetrical with a proportional offset to the outside (western side) of Howard Gap Road to minimize impacts to existing utilities, maximize visibility, and to utilize available right of way present to the existing pavement.



City Proposed Conditions (Developer Not Agreed)

City Proposed Conditions (Mike Huffman, Stormwater/Natural Resource) :

- Wetland Delineation and Buffer Establishment.
 - Prior to any land disturbance, a professional wetland delineation study shall be conducted to define the exact boundaries of all wetlands on the site.
 - A buffer zone of no less than 30 feet shall be established around all delineated wetlands, where no construction, grading, or vegetation removal may occur, except for restoration or approved mitigation activities.
- Mitigation for Unavoidable Impacts:
 - If any impact to wetlands is deemed unavoidable, the applicant must obtain the necessary permits from the U.S. Army Corps of Engineers or other relevant agencies and provide appropriate mitigation. This mitigation must include wetland creation, enhancement, or preservation at a ratio compliant with applicable federal, state, and local requirements.

Planning Board: Comprehensive Plan Consistency Statement

The petition is found to be **consistent** 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 is consistent with the Future Land Use and Conservation Map Designations of Multi-Generational Living and is located in a focused intensity node within chapter 4 of the Gen H Comprehensive Plan.

Planning Board: 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]

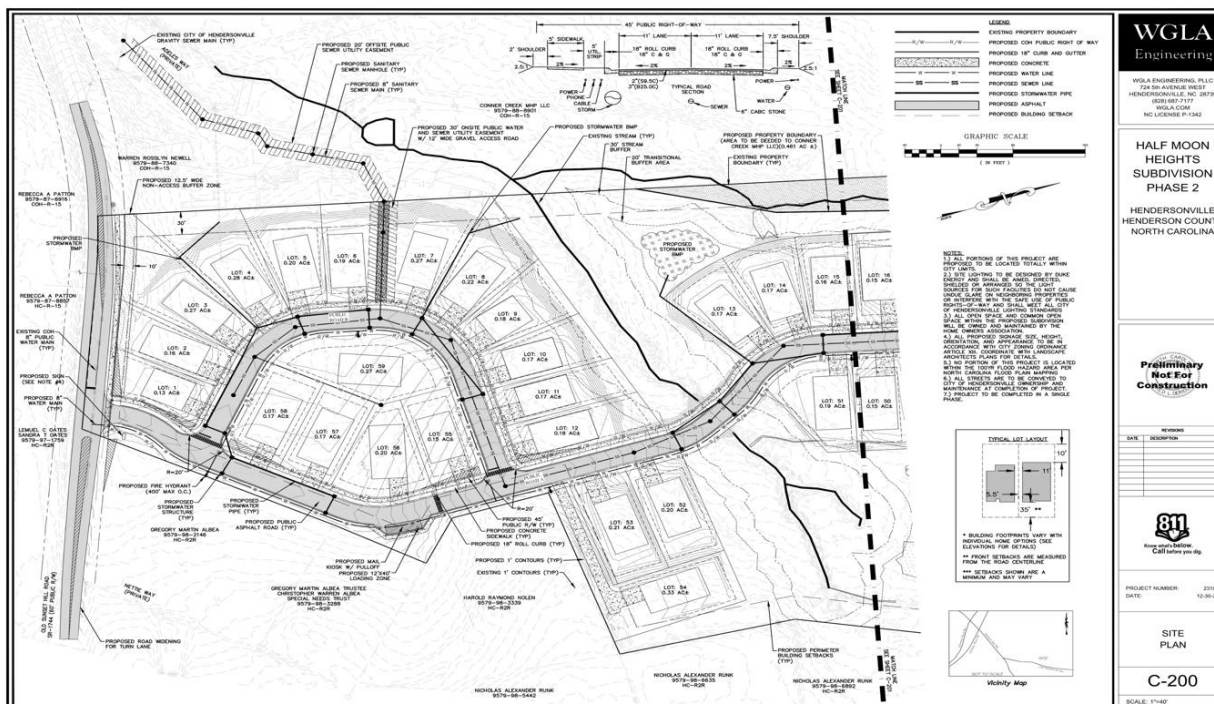
1. The petition proposes to provide additional housing to offset local demand.
2. The proposed development establishes a valuable new roadway connection between US 64 and Old Sunset Hill Road/Howard Gap Road. This type of street interconnectivity aligns with the goals outlined in the Gen H Comprehensive Plan.
3. The proposed density is consistent with other nearby developments

DRAFT: 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 sufficiently mitigate its impacts on the delineated wetlands present on the site.
2. The proposed development does not adequately address its anticipated traffic impacts on the surrounding area by guaranteeing the installation of a left-turn lane from Howard Gap Road onto Old Sunset Hill Road.



WGLA Engineering
 WGLA ENGINEERING, PLLC
 724 DR AVENUE WEST
 HENDERSONVILLE, NC 28739
 (828) 487-7177
 WGLA.COM
 NC LICENSE #1342

HALF MOON HEIGHTS SUBDIVISION PHASE 2
 HENDERSONVILLE, HENDERSON COUNTY, NORTH CAROLINA

Preliminary Not For Construction

REVISIONS
 DATE DESCRIPTION

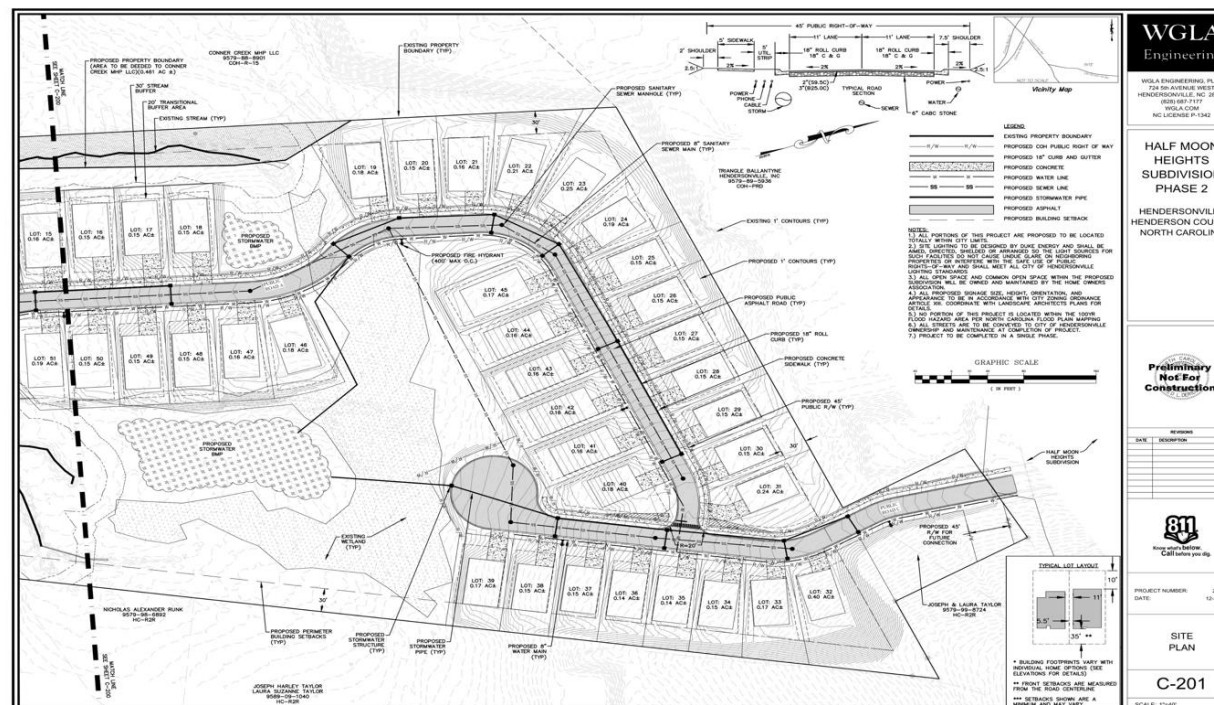
811
 Homeowners Call before you dig

PROJECT NUMBER: 23196
 DATE: 12-30-24

SITE PLAN

C-200

SCALE: 1"=40'



WGLA Engineering
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HALF MOON HEIGHTS SUBDIVISION PHASE 2
 HENDERSONVILLE, HENDERSON COUNTY, NORTH CAROLINA

Preliminary Not For Construction

REVISIONS
 DATE DESCRIPTION

811
 Homeowners Call before you dig

PROJECT NUMBER: 23196
 DATE: 12-30-24

SITE PLAN

C-201

SCALE: 1"=40'



WGLA
Engineering

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NC LICENSE P-1342

HALF MOON
HEIGHTS
SUBDIVISION
PHASE 2
HENDERSONVILLE
HENDERSON COUNTY
NORTH CAROLINA

Preliminary
Not For
Construction

REVISION	DATE	DESCRIPTION



PROJECT NUMBER: 23188
DATE: 12-30-24

SINGLE FAMILY
ELEVATIONS

G-100

SCALE: AS NOTED



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Engineering

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NC LICENSE P-1342

HALF MOON
HEIGHTS
SUBDIVISION
PHASE 2
HENDERSONVILLE
HENDERSON COUNTY
NORTH CAROLINA

Preliminary
Not For
Construction

REVISION	DATE	DESCRIPTION

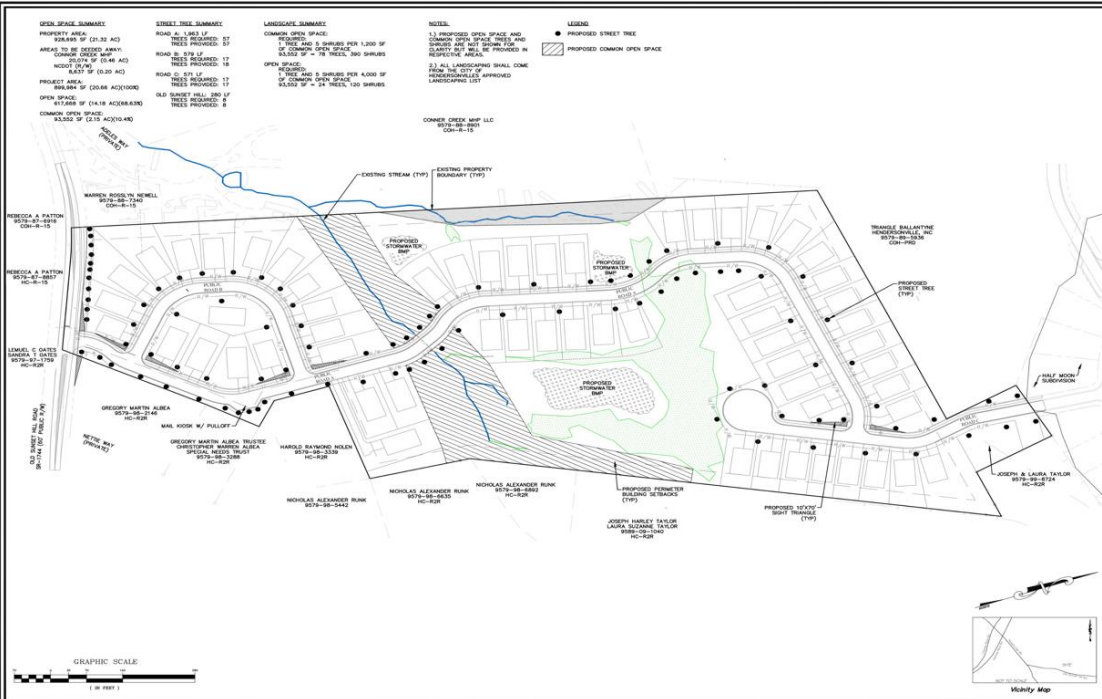


PROJECT NUMBER: 23188
DATE: 12-30-24

SINGLE FAMILY
ELEVATIONS

G-101

SCALE: AS NOTED



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Engineering

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WGLA.COM
NC LICENSE P-1342

HALF MOON
HEIGHTS
SUBDIVISION
PHASE 2
HENDERSONVILLE
HENDERSON COUNTY
NORTH CAROLINA

Preliminary
Not For
Construction

REVISION	DATE	DESCRIPTION



PROJECT NUMBER: 23188
DATE: 12-30-24

LANDSCAPE
PLAN

L-100

SCALE: 1/8"=1'-0"

The public hearing was opened at 7:11 p.m.

In Person:

Glenn Lange is a member of the Tree Board and speaking on behalf of them. He proposed that the City adopt the proposed wetland protection buffer as written. Wetland areas are being eliminated and/or being degraded throughout North Carolina particularly in rapidly developing areas. In addition to being filled in and drained, wetland areas statewide are also being negatively impacted by sedimentation and pollution from toxic chemicals. There are a number of lots in this situation that will back up directly to the wetland areas. The management of these lawn areas will be utilizing significant amounts of fertilizers, pesticides and herbicides which will pollute the wetland areas with stormwater runoff. The City already requires buffers along their streams and we see no reason not to protect wetlands by creating a buffer for stormwater runoff. The health of this wetland could certainly be improved if this buffer could be managed properly by removing any existing invasive plants and planting trees, shrubs and other native plants in this buffer. I believe this would be a welcome amenity to the residents and would improve the wildlife habitat. I urge you to adopt the city's proposed development condition as written.

Brett Werner of 706 Goldfinch Drive. I echo what this man just said. I am speaking in opposition of this especially regarding the 14.2 acres of trees being removed from the property. Additionally, regarding the fee in lieu of trees. It concerns me that their tree counts on their blueprints, they provide the minimum required of trees with one exception. So I'm concerned that they would just write a check instead of planting trees. If people want to come into our communities and develop properties, we're not going to solve the housing problem by doing single family homes. This is a multi-generational zoning, have them build multi-generation like a four-plex or six plex. Lastly, I support that the conditions for the wetlands must be accepted as part of this rule.

Via Zoom:

Lynne Williams spoke mostly against the proposed rezoning and expressed that she did not like the fee in lieu of, the removal of trees, they want to build a road through our wetlands. Also, the developers have two notice of violations issued by the county and one continuing notice of violation for stormwater permits which in turn is a violation of the Clean Water Act and I do not believe they have satisfied the notices of violations to the county's satisfaction. She noted many other issues.

Wick Harlan, President of Wolf Chase Homeowner's Association and we have been dealing with the construction of Phase One of the Half Moon Heights for quite a while and I'm not sure that you all have looked into the potential of runoff during construction development. We have been dealing with stormwater runoff for quite a while now. As Lynne said the county has issued two notices of violation for problems with runoff and they've also had a continuing notice of violation and we actually had one homeowners whose house was flooded out because of their stormwater runoff. We have flooding. We have a stormwater retention pond that we have to maintain according to city ordinances and it's constantly filling up with runoff from their stormwater. They've actually had to come in and dredge out the sediments and it's still not up to par yet. The county is still not satisfied that they met the requirement of the notices of violation. The idea of a buffer around a stream is very important. We have an unnamed [REDACTED] that goes down off of Half Moon Heights and goes into Wolf Pen Creek and right now it's full of sediment because there's no buffer around it. I think it's very important that you put in the 30 foot buffer and before you make any decision, keep in mind what potential stormwater runoff you have.

Ken Fitch gave an overview of the situation and said the goal should be sustainability. There are issues here. The trees, the traffic, the Wolf Chase situation. There are many things to address including what the living situation will be like in the future long after the builders are gone.

Jare DeRidder, Professional Engineer with WGLA Engineering, in Hendersonville said he would like to provide a little clarity. All of the wetlands shown on the plan have been verified by the Army Corp of Engineers and consists of four separate wetlands. Of those four wetlands, we're talking about impacting one of them. The total acreage of those four wetlands is 1.66 acres and our anticipated impact is 0.15 acres so if you do the math on that, it's 9.2% of the entire wetlands on this property that are going to be impacted. Also, there is a stream on this site plan and the city does have a stream buffer ordinance and that ordinance has been adhered to. There is a 30 foot

vegetative buffer and an additional 20 feet where you can't have impervious and our site plan adheres to that and has minimal impacts on the stream. On the map you will see that without this wetland impact there is no way to get from one side of the property to the other so I believe this is a very reasonable impact to have the housing that we're proposing (shown on map). Again, we're talking 9.2%. There is no City of Hendersonville wetland buffer requirement in your ordinance, only a stream buffer. As an engineer, I like to do my due diligence and I reached out to our environmental consultants and I asked them if they have ever heard of a wetland buffer and none of the professionals had. A wetland buffer is not a national, state or local ordinance. It was a comment that was made at the TRC level after we submitted the site plan. So these wetlands are considered waters of the US and you can impact basically a tenth of an acre through a nationwide permit and then you can impact a half of an acre with mitigation by paying fees so technically we could go up to half an acre, which is about 30%. We're not talking about doing that. We are talking about 9%. So the Planning Board had a favorable 6-1 recommendation for this project and this project is consistent with the Gen H Plan and Future Land Use Map, that it is compatible with surrounding uses and densities. There are several neighboring communities that were at 2.67 units per acre and our density is at 2.8. That's literally the same density. Also public utilities are available and can be extended on site and that we have limited impacts to natural resources where practical. After Hurricane Helene, it is practical to say that this property is well away from the 100 year floodplain. In terms of trees and their preservations, there's an ordinance for a reason and every detail on our site plan, complies with the city's ordinance. I would respectfully ask that council consider all of that in their decision.

Mr. Lange added that if we're going to throw around qualifications, I am a certified wildlife biologist. I had a 42 year career with the Indiana Department of Natural Resources and the Indiana Department of Environmental Management so I have some expertise when it comes to talking about pollution of wetlands. Nothing you've heard from the developer, protects this wetland from water runoff from the backyards of those houses. Now some of it will drain to the regular stormwater system. The backyards of these do not and so the 30 foot buffer that Mike is talking about is to prevent pollution of this wetland. We're not opposing the development, we're simply saying, protect the wetland as requested. Thirty feet is not a huge amount of land that couldn't be carved out and most of this area around the wetland.

The public hearing was closed at 7:43 p.m.

Council further discussed and decided to take a brief recess at 7:44 p.m. because Zoom software quit working. Council resumed their session at 7:51 p.m.

Council had several questions for the developers and staff. When asked about whether they had been sited by Henderson County and if they were in compliance now, Allie Seabon of Four Star said that they have received two notices of violation. The first was lifted and the second one was reinstated. We have been cleared to start development again but we have conditions that we have to comply with once the weather allows and the ground is not frozen. Wolf Chase was impacted during Hurricane Helene and we worked with Wick, who was on the call earlier, to help figure out how we can restore that neighborhood particularly their walking trails that were damaged due to storage facilities and trailers, backing up the creek which then flooded their walking trail. Then one homeowner that was affected during Hurricane Helene and we worked with him to get his home fixed and he's back home and living there. The violation came the day before the hurricane which was really difficult because more impacts happened. Obviously, that compounded it and then heavy rain came after that. The violation was for the runoff that was going into the four way intersection at Half Moon Trail and Wolf Chase. The failure was that underground detentions were proposed and that cant be done until 80% of the homes are built and the site is stabilized so there are temporary ponds put in place in order to manage the stormwater until the final detention and they are not made to hold as much water as the underground detention and with all of the rain it caused an overflow into the community. She added that we are planning to sell these lots for \$125,000 per lot and if we lose 8 homes, that's a million dollars of revenue we lose which means we would have to spread that over the 51 lots instead of 59 lots which increases the price of the lot and increase the price of the home by \$75,000 which is going to price out the demographics that you're essentially trying to help.

At approximately 8:25 p.m., after a lot of discussion, City Manager Connet suggested that Council continue this public hearing to the March meeting so as to gather more information to make a better informed decision. He suggested that himself, City Attorney, Public Services

Director and the Stormwater Director, get together and come back with proposed language for City Council so that we're not doing this on the fly and the developer will get to see the language and we can make a decision to see if we're in agreement about providing housing but also protecting the wetlands.

8. NEW BUSINESS

A. Patton & Whitmire RFQ Architect Selection – Brian Pahle, Assistant City Manager

Assistant City Manager Brian Pahle said that after Hurricane Helene came through we had damage to our park facilities including Patton Pool, Whitmire Activity Center and Toms Park and so we quickly realized that the extent of the damage was severe and we would need to begin searching for an engineer and architect to assist in a design and construction project so we sent out a request for qualifications and received 6 or 7 qualifications back. Our staff reviewed and ranked them and ultimately our recommendation is CPL Architecture and Engineering Planning Services. Our ask of you tonight is your approval of the city manager to negotiate a contract with CPL architects as identified as the most qualified firm based on the City's RFQ process. He showed some of the projects that were similar to what we will be looking for at Patton and Whitmire and we have their response to the RFQ as well. If we agree on this, they will start discussion with you all at your council retreat for a visioning session and then start immediately engaging the community and conceptual planning efforts.





Council Member Melinda Lowrance moved the City Council to direct the City Manager to negotiate a design contract with CPL architects, based on their review as most qualified firm to perform the work, and authorize the City Manager to negotiate with the next most qualified firm, based on the presented rankings, if the initial negotiations fail. A unanimous vote of the Council followed. Motion carried.

B. Budget Amendments Mid-Year FY25 – Jennifer Floyd, Management Analyst

010

Budget and Evaluation Director Adam Murr gave an overview of the mid-year analysis and amendments.

TO MAYOR & COUNCIL
APPROVAL: February 12, 2025

FISCAL YEAR 2025
FORM: 02122025-01

BUDGET AMENDMENT

FUND 010					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-400101	Ad Valorem Taxes	15,500,000	82,810	-	15,582,810
010-0000-400102	Prior Years Ad Valorem Taxes	50,000	78,025	-	128,025
010-0000-400110	Ad Valorem DMV Taxes	935,000	94,400	-	1,029,400
010-0000-400103	Prior Year Ad Valorem Taxes - Collected by COH	-	14,335	-	14,335
010-0000-400150	Tax - Interest	2,500	6,000	-	8,500
010-0000-410001	Local Sales & Use Tax	6,017,500	100,000	-	6,117,500
010-0000-420010	Powell Bill Allocation	560,000	13,797	-	573,797
010-0000-430006	Boyd Park Golf Revenues	17,500	10,500	-	28,000
010-0000-430007	Boyd Park Concessions	1,000	1,200	-	2,200
010-0000-440005	Fire Permits & Fees	8,000	3,150	-	11,150
010-0000-440008	Zoning Permits	10,000	7,035	-	17,035
010-0000-440012	Street Sidewlk Encroachment	250	600	-	850
010-0000-450002	Powell Bill Interest	-	2,750	-	2,750
010-0000-450099	Market Adjustment	-	16,000	-	16,000
010-0000-460001	Miscellaneous Income	5,000	39,700	-	44,700
010-0000-460002	Miscellaneous Income - Police	1,000	3,150	-	4,150
010-0000-460021	Zoning Violations	-	1,350	-	1,350
010-0000-460091	Police Contribution/Donation	-	19,750	-	19,750
010-0000-460092	Fire Contribution/Donation	-	50	-	50
010-0000-460120	Refunds/Rebates	26,175	780	-	26,955
010-0000-470030	Insurance Proceeds	-	1,551,750	-	1,551,750
010-0000-470050	Sale Of Capital Assets	135,000	443,250	-	578,250
010-0000-470900	Fund Balance Appropriated	2,725,552	-	2,056,046	669,506
010-0000-598901	Transfer Out	1,348,430	335,746	-	1,684,176
010-1001-501002	Salaries - Board/ Part Time/Temp/Aux	21,100	825	-	21,925
010-1002-502055	Retiree Insurance	12,300	-	4,000	8,300
010-1002-501030	Salaries - Incentive Payments	-	4,000	-	4,000
010-1002-519200	Contract Services	67,040	-	1,118	65,922
010-1002-521010	Office Supplies	5,000	750	-	5,750
010-1002-531205	Advertising	10,000	-	2,400	7,600
010-1002-532260	Service Excellence	-	300	-	300

010-1002-551000	Capital Outlay - Land,Easements,Row	125,000	-	125,000	-
010-1005-501001	Salaries - Regular	132,638	17,150	-	149,788
010-1005-501030	Salaries - Incentive Payments	-	940	-	940
010-1005-502005	Group Med & Life Ins	8,311	3,300	-	11,611
010-1005-502050	Retirement Expense	18,039	2,400	-	20,439
010-1005-519102	Prof Services-Legal	3,500	5,200	-	8,700
010-1007-501030	Salaries - Incentive Payments	-	2,350	-	2,350
010-1008-501030	Salaries - Incentive Payments	-	3,555	-	3,555
010-1008-502091	Worker's Comp Ins	207	1,800	-	2,007
010-1008-519104	Prof Services-Engring	-	55	-	55
010-1008-531205	Advertising	-	250	-	250
010-1010-501001	Salaries - Regular	42,443	4,900	-	47,343
010-1010-501010	Salaries - Overtime	-	15	-	15
010-1010-501030	Salaries - Incentive Payments	-	470	-	470
010-1010-502001	Fica Tax Expense	3,247	450	-	3,697
010-1010-519200	Contract Services	453,531	13,000	-	466,531
010-1010-523003	Utilities - Telephone & Internet	61,000	42,000	-	103,000
010-1010-534000	Non-Capital Equipment	94,601	-	43,000	51,601
010-1014-501001	Salaries - Regular	310,268	12,000	-	322,268
010-1014-501030	Salaries - Incentive Payments	-	3,650	-	3,650
010-1014-502001	Fica Tax Expense	23,736	1,060	-	24,796
010-1014-502005	Group Med & Life Ins	41,509	2,500	-	44,009
010-1014-502050	Retirement Expense	42,196	1,880	-	44,076
010-1014-521100	Uniforms	-	560	-	560
010-1200-501001	Salaries - Regular	453,429	40,479	-	493,908
010-1200-501010	Salaries - Overtime	1,000	2,700	-	3,700
010-1200-501030	Salaries - Incentive Payments	-	6,100	-	6,100
010-1200-502001	Fica Tax Expense	34,687	3,516	-	38,203
010-1200-502005	Group Med & Life Ins	64,944	2,417	-	67,361
010-1200-502050	Retirement Expense	61,666	6,454	-	68,120
010-1200-502055	Retiree Insurance	-	9,500	-	9,500
010-1200-502091	Worker's Comp Ins	3,345	267	-	3,612
010-1300-501001	Salaries - Regular	3,923,549	-	25,350	3,898,199

010-1300-501030	Salaries - Incentive Payments	-	59,000	-	59,000
010-1400-501030	Salaries - Incentive Payments	-	48,000	-	48,000
010-1400-519103	Prof Services-Medical	49,500	-	5,000	44,500
010-1400-531100	Fuel	96,000	-	5,000	91,000
010-1502-501030	Salaries - Incentive Payments	-	4,050	-	4,050
010-1502-519104	Prof Services-Engring	10,000	-	160	9,840
010-1502-534000	Non-Capital Equipment	38,805	-	10,000	28,805
010-1521-501001	Salaries - Regular	218,950	13,000	-	231,950
010-1521-501030	Salaries - Incentive Payments	-	2,800	-	2,800
010-1521-502001	Fica Tax Expense	16,750	2,700	-	19,450
010-1521-502005	Group Med & Life Ins	38,823	-	7,300	31,523
010-1521-502050	Retirement Expense	29,777	3,150	-	32,927
010-1521-502091	Worker's Comp Ins	2,257	320	-	2,577
010-1521-519200	Contract Services	33,380	-	10,000	23,380
010-1521-521001	Supplies & Materials	35,000	-	5,000	30,000
010-1521-524030	R & M - Trucks	50,000	-	10,000	40,000
010-1523-501001	Salaries - Regular	97,532	11,100	-	108,632
010-1523-501030	Salaries - Incentive Payments	-	1,900	-	1,900
010-1523-502001	Fica Tax Expense	7,461	3,070	-	10,531
010-1523-502050	Retirement Expense	13,264	2,000	-	15,264
010-1523-521001	Supplies & Materials	21,000	-	5,000	16,000
010-1523-521100	Uniforms	-	1,025	-	1,025
010-1523-524020	R & M - Equipment	18,000	-	10,000	8,000
010-1523-524030	R & M - Trucks	12,000	-	5,000	7,000
010-1523-531600	Lease/Rental - Equipment	5,000	-	3,000	2,000
010-1525-501001	Salaries - Regular	441,514	50,000	-	491,514
010-1525-501030	Salaries - Incentive Payments	-	9,100	-	9,100
010-1525-502001	Fica Tax Expense	34,776	5,000	-	39,776
010-1525-524030	R & M - Trucks	18,000	-	3,000	15,000
010-1525-532272	Tree Board	27,750	-	3,000	24,750
010-1525-553000	Capital Outlay - Land Improvements	40,000	-	29,000	11,000
010-1555-501001	Salaries - Regular	518,625	-	10,000	508,625
010-1555-501030	Salaries - Incentive Payments	-	8,750	-	8,750

010-1555-502005	Group Med & Life Ins	101,941	-	10,000	91,941
010-1555-521001	Supplies & Materials	40,000	-	5,000	35,000
010-1555-524030	R & M - Trucks	40,000	-	5,000	35,000
010-1555-531100	Fuel	30,000	-	5,000	25,000
010-1555-531225	Training/Training	17,000	-	4,500	12,500
010-1560-501001	Salaries - Regular	175,760	25,000	-	200,760
010-1560-501030	Salaries - Incentive Payments	-	3,200	-	3,200
010-1560-502001	Fica Tax Expense	13,446	3,500	-	16,946
010-1560-502005	Group Med & Life Ins	45,168	280	-	45,448
010-1560-502050	Retirement Expense	23,903	6,800	-	30,703
010-1560-502056	COH Match Retirement Expense	1,837	1,580	-	3,417
010-1560-521001	Supplies & Materials	50,000	-	5,000	45,000
010-1560-521040	Construction & Repair Supplies	12,500	-	5,000	7,500
010-1560-524020	R & M - Equipment	15,000	-	5,000	10,000
010-7855-501001	Salaries - Regular	26,093	1,780	-	27,873
010-7855-501030	Salaries - Incentive Payments	-	520	-	520
FUND 010	TOTAL REVENUES	25,994,477	2,490,382	2,056,046	26,428,813
General Fund	TOTAL EXPENDITURES	9,833,530	800,164	365,828	10,267,866

A budget amendment in the General Fund to increase revenues and expenditure accounts where appropriate as the City approaches mid-year. Increased funds will be used for priority items within the General Fund including salaries, benefits, and health & welfare expenditures. The amendment includes transfers out to Fund 068 to cover salary & benefit increases (\$42,155), Fund 301 to cover Helene related expenditures (\$189,591), and Fund 410 for Oakdale Cemetery Improvements (\$29,000) and a Downtown Camera System (\$75,000)

The City Manager and City Clerk certify budget ordinance amendment 02122025-01 was approved by City Council on February 12, 2025.

060

TO MAYOR & COUNCIL		FISCAL YEAR 2025			
APPROVAL: February 12, 2025		FORM: 02122025-02			
BUDGET AMENDMENT					
FUND 060					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-0000-420051	Local/Private Grant Revenue	-	25,000	-	25,000
060-0000-430003	Rental Income-Non Taxable	4,300	3,460	-	7,760
060-0000-430502	Water Sales - Miscellaneous	2,000	5,120	-	7,120
060-0000-431001	Lease Revenue	10,400	4,600	-	15,000
060-0000-445202	Sewer Surcharges	90,000	49,000	-	139,000
060-0000-450001	Interest Income	72,000	106,000	-	178,000
060-0000-470030	Insurance Proceeds	2,060	74,000	-	76,060
060-1001-501002	Salaries - Board/ Part Time/Temp/Aux	20,035	2,900	-	22,935
060-1001-502005	Group Med & Life Ins	15,040	100	-	15,140
060-1002-501001	Salaries - Regular	465,223	11,400	-	476,623
060-1002-501030	Salaries - Incentive Payments	-	4,300	-	4,300
060-1002-519200	Contract Services	30,056	-	4,800	25,256
060-1005-501001	Salaries - Regular	124,172	16,500	-	140,672
060-1005-501030	Salaries - Incentive Payments	-	1,000	-	1,000
060-1005-502005	Group Med & Life Ins	7,780	3,000	-	10,780
060-1005-502050	Retirement Expense	16,887	2,500	-	19,387
060-1005-502056	COH Match Retirement Expense	2,180	580	-	2,760
060-1007-501001	Salaries - Regular	187,831	-	1,000	186,831
060-1007-502005	Group Med & Life Ins	21,083	-	1,500	19,583
060-1007-501030	Salaries - Incentive Payments	-	2,200	-	2,200
060-1008-501001	Salaries - Regular	921,267	-	20,000	901,267
060-1008-502005	Group Med & Life Ins	209,466	-	10,000	199,466
060-1008-501030	Salaries - Incentive Payments	-	14,190	-	14,190
060-1010-501030	Salaries - Incentive Payments	-	2,500	-	2,500
060-1010-502001	Fica Tax Expense	15,113	1,500	-	16,613
060-1010-502005	Group Med & Life Ins	21,221	1,300	-	22,521
060-1010-502050	Retirement Expense	26,868	1,600	-	28,468
060-1010-502056	COH Match Retirement Expense	2,462	700	-	3,162
060-1010-519104	Prof Services-Engring	5,000	-	5,000	-
060-1010-531225	Training/Training	8,000	-	4,000	4,000
060-1014-501001	Salaries - Regular	705,277	32,500	-	737,777

060-1014-501030	Salaries - Incentive Payments	-	8,900	-	8,900
060-1014-502001	Fica Tax Expense	53,954	2,300	-	56,254
060-1014-502005	Group Med & Life Ins	108,725	5,400	-	114,125
060-1014-502056	COH Match Retirement Expense	7,243	650	-	7,893
060-1502-501030	Salaries - Incentive Payments	-	350	-	350
060-1521-501001	Salaries - Regular	132,934	8,000	-	140,934
060-1521-501030	Salaries - Incentive Payments	-	1,700	-	1,700
060-1523-501001	Salaries - Regular	97,532	9,000	-	106,532
060-1523-501010	Salaries - Overtime	-	3,200	-	3,200
060-1523-501030	Salaries - Incentive Payments	-	1,900	-	1,900
060-1523-502001	Fica Tax Expense	7,461	1,300	-	8,761
060-1523-502050	Retirement Expense	13,264	2,000	-	15,264
060-1523-502056	COH Match Retirement Expense	1,527	350	-	1,877
060-1523-519200	Contract Services	-	2,000	-	2,000
060-7002-501001	Salaries - Regular	559,436	30,000	-	589,436
060-7002-501030	Salaries - Incentive Payments	-	7,000	-	7,000
060-7002-502001	Fica Tax Expense	42,797	2,000	-	44,797
060-7002-502005	Group Med & Life Ins	76,746	3,500	-	80,246
060-7002-502050	Retirement Expense	76,083	4,300	-	80,383
060-7002-502056	COH Match Retirement Expense	9,214	500	-	9,714
060-7032-501001	Salaries - Regular	438,327	-	6,800	431,527
060-7032-501030	Salaries - Incentive Payments	-	6,800	-	6,800
060-7035-501001	Salaries - Regular	808,596	-	1,000	807,596
060-7035-501011	Salaries - Holiday Pay	28,946	-	7,000	21,946
060-7035-502005	Group Med & Life Ins	156,603	-	5,000	151,603
060-7035-501030	Salaries - Incentive Payments	-	13,000	-	13,000
060-7050-501001	Salaries - Regular	449,420	15,300	-	464,720
060-7050-501030	Salaries - Incentive Payments	-	7,200	-	7,200
060-7050-502001	Fica Tax Expense	34,381	3,000	-	37,381
060-7055-501001	Salaries - Regular	1,464,765	43,000	-	1,507,765
060-7055-501030	Salaries - Incentive Payments	-	28,000	-	28,000
060-7132-501001	Salaries - Regular	264,869	-	3,300	261,569
060-7132-501030	Salaries - Incentive Payments	-	3,300	-	3,300

060-7132-555003	Capital Outlay - Plants, Pump Stations	107,000	-	10,000	97,000
060-7135-501030	Salaries - Incentive Payments	-	9,000	-	9,000
060-7135-502005	Group Med & Life Ins	108,723	-	9,000	99,723
060-7135-524020	R & M - Equipment	205,000	-	15,000	190,000
060-7150-501001	Salaries - Regular	235,395	9,000	-	244,395
060-7150-501030	Salaries - Incentive Payments	-	3,800	-	3,800
060-7155-501001	Salaries - Regular	720,064	22,500	-	742,564
060-7155-501030	Salaries - Incentive Payments	-	13,560	-	13,560
FUND 060	TOTAL REVENUES	180,760	267,180	-	447,940
Water & Sewer	TOTAL EXPENDITURES	9,013,965	370,580	103,400	9,281,145

A budget amendment in the Water & Sewer Fund to increase revenues and expenditure accounts where appropriate as the City approaches mid-year. Increased funds will be used for priority items within the Water & Sewer Fund including salaries, benefits. The amendment includes \$267,180 increase in revenues.

The City Manager and City Clerk certify budget ordinance amendment 02122025-02 was approved by City Council on February 12, 2025.

020

TO MAYOR & COUNCIL
APPROVAL: February 12, 2025

FISCAL YEAR 2025
FORM: 02122025-03

BUDGET AMENDMENT

FUND 020					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
020-0000-400101	Ad Valorem Property Taxes	301,000	10,790	-	311,790
020-0000-400102	Prior Years Ad Valorem Taxes	1,000	975	-	1,975
020-0000-450001	Interest Income	100	1,280	-	1,380
020-0000-450099	Market Adjustment	-	290	-	290
020-0000-460001	Miscellaneous Income	-	2,370	-	2,370
020-0000-460120	Refunds/Rebates	430	380	-	810
020-1002-501001	Salaries - Regular	7,823	60	-	7,883
020-1002-501030	Salaries - Incentive Payments	-	70	-	70
020-1002-519200	Contract Services	9,068	-	9,000	68
020-1005-501001	Salaries - Regular	2,822	250	-	3,072
020-1005-501030	Salaries - Incentive Payments	-	20	-	20
020-1005-502005	Group Med & Life Ins	177	60	-	237
020-1005-502050	Retirement Expense	384	35	-	419
020-1005-502056	COH Match Retirement Expense	47	15	-	62
020-1007-523004	Cellphone Stipend	-	5	-	5
020-1008-501030	Salaries - Incentive Payments	-	40	-	40
020-1008-502005	Group Med & Life Ins	478	100	-	578
020-1010-501030	Salaries - Incentive Payments	-	10	-	10
020-1010-523004	Cellphone Stipend	-	10	-	10
020-1502-501001	Salaries - Regular	11,192	320	-	11,512
020-1502-501030	Salaries - Incentive Payments	-	140	-	140
020-1502-502001	Fica Tax Expense	856	30	-	886
020-1502-502005	Group Med & Life Ins	1,682	20	-	1,702
020-1502-502050	Retirement Expense	1,522	50	-	1,572
020-1502-502056	COH Match Retirement Expense	57	20	-	77
020-1523-501001	Salaries - Regular	8,213	750	-	8,963
020-1523-501010	Salaries - Overtime	80	470	-	550
020-1523-501030	Salaries - Incentive Payments	-	160	-	160
020-1523-502001	Fica Tax Expense	628	110	-	738
020-1523-502005	Group Med & Life Ins	1,392	110	-	1,502
020-1523-502050	Retirement Expense	1,117	170	-	1,287

020-1523-502056	COH Match Retirement Expense	103	60	-	163
020-1560-501001	Salaries - Regular	8,788	1,250	-	10,038
020-1560-501010	Salaries - Overtime	250	250	-	500
020-1560-501030	Salaries - Incentive Payments	-	160	-	160
020-1560-502001	Fica Tax Expense	672	180	-	852
020-1560-502050	Retirement Expense	1,195	340	-	1,535
020-1560-502056	COH Match Retirement Expense	54	120	-	174
020-2102-501001	Salaries - Regular	140,502	8,600	-	149,102
020-2102-501010	Salaries - Overtime	1,000	1,400	-	2,400
020-2102-501030	Salaries - Incentive Payments	-	2,200	-	2,200
020-2102-502001	Fica Tax Expense	10,748	1,000	-	11,748
020-2102-502005	Group Med & Life Ins	19,166	2,700	-	21,866
020-2102-502050	Retirement Expense	19,108	1,300	-	20,408
020-2102-502056	COH Match Retirement Expense	1,785	550	-	2,335
020-2102-519101	Prof Services-Audit	1,000	-	1,000	-
020-7855-501001	Salaries - Regular	32,616	2,300	-	34,916
020-7855-501030	Salaries - Incentive Payments	-	650	-	650
FUND 020	TOTAL REVENUES	302,530	16,085	-	318,615
Main St MSD Fund	TOTAL EXPENDITURES	284,527	26,085	10,000	300,612

A budget amendment in the Main St. Fund to increase revenues and expenditure accounts where appropriate as the City approaches mid-year. Increased funds will be used for priority items within the Main St. Fund including salaries & benefits. The amendment includes a \$16,085 increase in revenues.

The City Manager and City Clerk certify budget ordinance amendment 02122025-03 was approved by City Council on February 12, 2025.

021

TO MAYOR & COUNCIL
APPROVAL: February 12, 2025

FISCAL YEAR 2025
FORM: 02122025-04

BUDGET AMENDMENT

FUND 021					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
021-0000-400101	Ad Valorem Taxes	49,000	1,300	-	50,300
021-0000-450001	Interest Income	100	730	-	830
021-0000-450099	Market Adjustment	-	160	-	160
021-0000-470900	Fund Balance Appropriated	47,843	-	1,300	46,543
021-1502-501001	Salaries - Regular	845	20	-	865
021-1523-501001	Salaries - Regular	2,053	200	-	2,253
021-1523-501030	Salaries - Incentive Payments	-	40	-	40
021-1523-502001	Fica Tax Expense	157	30	-	187
021-1523-502050	Retirement Expense	279	40	-	319
021-1523-502056	COH Match Retirement Expense	25	15	-	40
021-1560-501001	Salaries - Regular	2,197	310	-	2,507
021-1560-501010	Salaries - Overtime	-	60	-	60
021-1560-501030	Salaries - Incentive Payments	-	40	-	40
021-1560-502001	Fica Tax Expense	168	45	-	213
021-1560-502050	Retirement Expense	299	85	-	384
021-1560-502056	COH Match Retirement Expense	13	30	-	43
021-2202-501001	Salaries - Regular	45,633	3,600	-	49,233
021-2202-501010	Salaries - Overtime	400	400	-	800
021-2202-501025	Salaries - Uniform/Taxab	10	75	-	85
021-2202-501030	Salaries - Incentive Payments	-	710	-	710
021-2202-502001	Fica Tax Expense	3,491	400	-	3,891
021-2202-502005	Group Med & Life Ins	6,214	1,075	-	7,289
021-2202-502050	Retirement Expense	6,206	560	-	6,766
021-2202-502056	COH Match Retirement Expense	557	210	-	767
021-2202-521001	Supplies & Materials	14,568	-	7,630	6,938
021-7855-501001	Salaries - Regular	6,523	445	-	6,968
021-7855-501030	Salaries - Incentive Payments	-	130	-	130
FUND 021	TOTAL REVENUES	96,943	2,190	1,300	97,833
7th Ave MSD Fund	TOTAL EXPENDITURES	89,638	8,520	7,630	90,528

A budget amendment in the 7th Ave Fund to increase revenues and expenditure accounts where appropriate as the City approaches mid-year. Increased funds will be used for priority items within the 7th Ave. Fund including salaries & benefits. The amendment includes a \$1,300 reduction in Fund Balance Appropriation.

The City Manager and City Clerk certify budget ordinance amendment 02122025-04 was approved by City Council on February 12, 2025.

064

TO MAYOR & COUNCIL
APPROVAL: February 12, 2025

FISCAL YEAR 2025
FORM: 02122025-05

BUDGET AMENDMENT

FUND 064					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
064-0000-460001	Miscellaneous Income	75	130	-	205
064-0000-460020	Parking Violations	20,000	8,700	-	28,700
064-1005-501001	Salaries - Regular	5,644	500	-	6,144
064-1005-501030	Salaries - Incentive Payments	-	40	-	40
064-1005-502005	Group Med & Life Ins	354	110	-	464
064-1005-502050	Retirement Expense	768	70	-	838
064-1008-501030	Salaries - Incentive Payments	-	80	-	80
064-7455-531260	Credit Card Processing Fees	57,012	-	130	56,882
064-1010-501030	Salaries - Incentive Payments	-	20	-	20
064-1502-501030	Salaries - Incentive Payments	-	100	-	100
064-1560-501001	Salaries - Regular	32,955	4,650	-	37,605
064-1560-501010	Salaries - Overtime	1,250	500	-	1,750
064-1560-501012	Salaries - Standby Pay	3,000	170	-	3,170
064-1560-501030	Salaries - Incentive Payments	-	600	-	600
064-1560-502001	Fica Tax Expense	2,521	650	-	3,171
064-1560-502050	Retirement Expense	4,482	1,300	-	5,782
064-1560-502056	COH Match Retirement Expense	462	170	-	632
FUND 064	TOTAL REVENUES	20,075	8,830	-	28,905
Parking Fund	TOTAL EXPENDITURES	108,447	8,960	130	117,277

A budget amendment in the Parking Fund to increase revenues and expenditure accounts where appropriate as the City approaches mid-year. Increased funds will be used for priority items within the Parking Fund including salaries & benefits. The amendment includes a \$8,830 increase in revenues.

The City Manager and City Clerk certify budget ordinance amendment 02122025-05 was approved by City Council on February 12, 2025.

068

TO MAYOR & COUNCIL
APPROVAL: February 12, 2025

FISCAL YEAR 2025
FORM: 02122025-06

BUDGET AMENDMENT

FUND 068					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
068-0000-430803	Solid Waste Disposal Tax	3,000	370	-	3,370
068-0000-440014	Environmental Services Fee	-	420	-	420
068-0000-460120	Refunds/Rebates	200	690	-	890
068-0000-470050	Sale Of Capital Assets	-	85,000	-	85,000
068-0000-470100	Transfers In	90,100	42,155	-	132,255
068-1002-501030	Salaries - Incentive Payments	-	210	-	210
068-1005-501001	Salaries - Regular	8,466	750	-	9,216
068-1005-501030	Salaries - Incentive Payments	-	60	-	60
068-1005-502005	Group Med & Life Ins	530	170	-	700
068-1007-501030	Salaries - Incentive Payments	-	150	-	150
068-1007-523004	Cellphone Stipend	-	45	-	45
068-1008-501030	Salaries - Incentive Payments	-	120	-	120
068-1010-501030	Salaries - Incentive Payments	-	50	-	50
068-1010-523004	Cellphone Stipend	-	30	-	30
068-1502-501001	Salaries - Regular	63,691	300	-	63,991
068-1502-501030	Salaries - Incentive Payments	-	1,100	-	1,100
068-1502-502005	Group Med & Life Ins	11,753	400	-	12,153
068-1521-501001	Salaries - Regular	39,098	2,400	-	41,498
068-1521-501025	Salaries - Uniform/Taxab	750	100	-	850
068-1521-501030	Salaries - Incentive Payments	-	500	-	500
068-7855-501001	Salaries - Regular	577,588	97,000	-	674,588
068-7855-501030	Salaries - Incentive Payments	-	12,700	-	12,700
068-7855-502001	Fica Tax Expense	45,122	9,000	-	54,122
068-7855-519200	Contract Services	53,500	2,500	-	56,000
068-7855-531700	Liab & Prop Ins & Bonds	40,918	1,050	-	41,968
FUND 068	TOTAL REVENUES	93,300	128,635	-	221,935
Env. Service Fund	TOTAL EXPENDITURES	841,416	128,635	-	970,051

A budget amendment in the Environmental Services Fund to revenue and expenditure accounts where appropriate as the City approaches mid-year. Amended funds will be used for priority items within the ESF Fund including salaries & benefits. The amendment includes a \$128,635 increase in revenues.

The City Manager and City Clerk certify budget ordinance amendment 02122025-06 was approved by City Council on February 12, 2025.

301

TO MAYOR & COUNCIL
APPROVAL: February 12, 2025

FISCAL YEAR 2025
FORM: 02122025-07

BUDGET AMENDMENT

FUND 301					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
301-0000-420050-H2024	Grant (FEMA - Helene 2024)	5,000,000	-	-	5,000,000
301-0000-470100-H2024	Transfer In (From 010)	-	189,591	-	189,591
301-H2024	FEMA Reimb. Exp. (Helene 2024)	5,000,000	-	-	5,000,000
301-H2024	Non-Reimb.e Exp. (Helene 2024)	-	189,591	-	189,591
FUND 301	TOTAL REVENUES	5,000,000	-	-	5,000,000
Helene Project, #H2024	TOTAL EXPENDITURES	-	189,591	-	189,591

A transfer in from the General Fund to cover non-reimbursable FEMA expenditures. The General Fund transfer out is covered by 02122025-01. This increases the total Helene project appropriation to \$5,189,591.

The City Manager and City Clerk certify budget ordinance amendment 02122025-07 was approved by City Council on February 12, 2025.

410

TO MAYOR & COUNCIL
APPROVAL: February 12, 2025

FISCAL YEAR 2025
FORM: 02122025-08

BUDGET AMENDMENT

FUND 410					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
410-0000-470100-25000	Transfer In (From 010)	-	29,000	-	29,000
410-1525-550102-25000	Capital Outlay CIP	-	29,000	-	29,000
FUND 410	TOTAL REVENUES	-	29,000	-	29,000
Oakdale Cemetery, #25000	TOTAL EXPENDITURES	-	29,000	-	29,000
410-0000-470100-25001	Transfer In (From 010)	-	75,000	-	75,000
410-1010-550102-25001	Capital Outlay CIP	-	75,000	-	75,000
FUND 410	TOTAL REVENUES	-	75,000	-	75,000
DT Cameras, #25001	TOTAL EXPENDITURES	-	75,000	-	75,000

An amendment reflecting the adoption of 2 General Government Capital Projects to be funded via transfer in from the General Fund due to lapse in fiscal year expectations. Project #25000 (\$29,000) is a multi-year capital project for improvements at Oakdale Cemetery. Project #25001 (\$75,000) is for installation of Downtown Camera Systems.

The City Manager and City Clerk certify budget ordinance amendment 02122025-08 was approved by City Council on February 12, 2025.

VEO25

TO MAYOR & COUNCIL
APPROVAL: February 12, 2025

FISCAL YEAR 2025
FORM: 02122025-09

BUDGET AMENDMENT

FUND 301 | 410 | 360 | 460

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-0000-470900	Fund Bal. Appropriation	2,034,497	-	-	2,034,497
060-0000-598901	Transfer Out (to 460, #VE025)	821,840	-	106,840	715,000
060-0000-598901	Transfer Out (to 360, #H2024)	-	106,840	-	106,840
FUND 060	TOTAL REVENUES	2,034,497	-	-	2,034,497
W&S Operating Fund	TOTAL EXPENDITURES	821,840	106,840	106,840	821,840
410-0000-470010-VE025	Debt Proceeds (Vehicle & Equip. Loan)	675,120	-	-	675,120
410-0000-470030-VE025	Insurance Proceeds	34,300	-	34,300	-
410-1300-554002-VE025	Capital Outlay - Vehicles	709,420	-	34,300	675,120
FUND 410	TOTAL REVENUES	709,420	-	34,300	675,120
V&E Loan, #VE025	TOTAL EXPENDITURES	709,420	-	34,300	675,120
460-0000-470030-VE025	Insurance Proceeds	400,000	-	400,000	-
460-0000-470100-VE025	Transfer In (from 060)	636,840	-	106,840	530,000
460-7002-554001-VE025	Capital Outlay-Equipment	191,412	-	-	191,412
460-7002-554002-VE025	Capital Outlay - Vehicles	845,428	-	640,428	205,000
460-0000-598901-VE025	Transfer Out(to 360, #H2024)	-	133,588	-	133,588
FUND 460	TOTAL REVENUES	1,036,840	-	506,840	530,000
V&E Loan, #VE025	TOTAL EXPENDITURES	1,036,840	133,588	640,428	530,000
301-0000-420050-H2024	Grant (FEMA - Helene 2024)	5,000,000	-	-	5,000,000
301-0000-470030-H2404	Insurance Proceeds	-	34,300	-	34,300
301-H2024	FEMA Reimb. Exp. (Helene 2024)	5,000,000	-	-	5,000,000
301-1002-554002-H2404	Capital Outlay - Vehicles	-	34,300	-	34,300
FUND 301	TOTAL REVENUES	5,000,000	34,300	-	5,034,300
Vehicle Repl., #H2404	TOTAL EXPENDITURES	5,000,000	34,300	-	5,034,300
360-0000-470030-H2404	Insurance Proceeds	-	400,000	-	400,000
360-0000-470100-H2404	Transfer In (from 060)	-	106,840	-	106,840
360-0000-470100-H2404	Transfer In (from 460, #VE025)	-	133,588	-	133,588
360-7002-554002-H2404	Capital Outlay - Vehicles	-	640,428	-	640,428
Vehicle Replacement, #H2404	TOTAL REVENUES	-	640,428	-	640,428
	TOTAL EXPENDITURES	-	640,428	-	640,428

An amendment moving insurance proceeds revenues from Fund 410 and Fund 460 (capital project funds) to Fund 301 and Fund 306 (grant project funds). Vehicles damaged by Helene are recorded in Funds 301 and 360, project #H2024. Vehicles purchased under the 2025 vehicle and equipment loan are recorded in Funds 410 and 460, project #VE025.

The City Manager and City Clerk certify budget ordinance amendment 02122025-09 was approved by City Council on February 12, 2025.

Ashe CDBG #G2201

TO MAYOR & COUNCIL
APPROVAL: February 12, 2025

FISCAL YEAR 2025
FORM: 02122025-10

BUDGET AMENDMENT

FUND 010 | 301 | 410

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470900	Fund Balance Appropriated (ARP)	130,000	-	-	130,000
010-0000-598901	Transfer out (to 410, #G2201)	130,000	-	-	130,000
010-0000-598901	Transfer out (to 410, #G2404)	-	13,400	-	13,400
010-1002-519200	Contracted Services	67,040	-	13,400	53,640
FUND 010	TOTAL REVENUES	-	-	13,400	-
General Fund	TOTAL EXPENDITURES	-	13,400	-	-
301-0000-470100-18007	Transfer in (from 010)	514,272	-	-	514,272
301-0000-470100-18007	Transfer in (from 032)	50,915	-	-	50,915
301-0000-_____-18007	Note Receivable	729,594	-	-	729,594
301-0000-420050-18007	Grant (NC Commerce, no Interest)	500,000	-	-	500,000
301-0000-460110-18007	Reimbursements	40,000	-	-	40,000
301-0000-550103-18007	Capital Outlay CIP	799,166	-	-	799,166
301-0000-598600-18007	Loan to Outside Org (Developer)	500,000	-	-	500,000
301-0000-598901-18007	Transfer out (to 010)	460,590	-	130,975	329,615
301-0000-598901-18007	Transfer out (to 301, #18007)	75,025	130,975	-	206,000
FUND 301	TOTAL REVENUES	1,834,781	-	-	1,834,781
Grey Mill Project #18007	TOTAL EXPENDITURES	1,834,781	130,975	130,975	1,834,781
301-0000-420050-G2404	Grant Revenue (Dogwood HR, 2024)	100,000	-	-	100,000
301-0000-470010-G2404	Transfer In (from 010 - Legal)	2,600	-	-	2,600
301-0000-420050-G2201	Transfer in (from 010 - Admin)	-	13,400	-	13,400
301-1200-519200-G2404	Contracted Services	102,600	13,400	-	116,000
FUND 301	TOTAL REVENUES	102,600	13,400	-	116,000
Affordable Housing, #G2404	TOTAL EXPENDITURES	102,600	13,400	-	116,000
410-0000-420050-G2201	Grant Revenue	750,000	-	-	750,000
410-0000-420050-G2201	Transfer in (from 010, ARP Funds)	130,000	-	-	130,000
410-0000-420050-G2201	Transfer in (from 301, #18007)	75,025	130,975	-	206,000
410-1014-550102-G2201	Capital Outlay- Fees and Services	955,025	130,975	-	1,086,000
FUND 410	TOTAL REVENUES	955,025	130,975	-	1,086,000
Ashe St. CDBG, #G2201	TOTAL EXPENDITURES	955,025	130,975	-	1,086,000

An amendment transferring \$130,975 from the Grey Mill Project (18007) to the Ashe St. CDBG 2020 Project (#G2201). The amendment also transfers \$13,400 from the General Fund to the Affordable Housing Project (#G2404).

Council Member Lyndsey Simpson moved City Council adopt the budget amendments 02122025-01, 02122025-02, 02122025-03, 02122025-04, and 02122025-05, 02122025-06, 02122025-07, 02122025-08, 02122025-09, 02122025-10 (mid-year budget amendments) as presented. A unanimous vote of the Council followed. Motion carried.

C. Fund Balance Restoration Plan and City Management Response to Local Government Commission – John Connet, City Manager

Assistant City Manager Brian Pahle explained that in accordance with the City’s Fund Balance Policy, if the City’s unrestricted fund balance drops below 25% of expenditures the City Manager must provide a financial plan to increase fund balance above the 25% threshold. The City’s fund dropped to 23.8% at the end of FY 2023-24. Therefore, I will provide a financial plan to bring our fund balance above the 25% threshold. This plan will be also be provided to the North Carolina Local Government Commission.



CITY OF HENDERSONVILLE

Available Fund Balance
City Manager’s Plan



EXISTING POLICY

Available Fund Balance Policy

- Follows LGC Guidance to maintain an adequate available fund balance
- Based on peer results, the LGC recommends 25% for our budget size (group)
- The City Policy matches this guidance
- Recent Audit Reported 23.8% Available

So what?

- Per Policy – CM must present a plan to restore AFB within 36 months
- Submit Report to LGC
- In practicality this signifies cashflow concerns and a lessened ability to respond to disasters or opportunities

AFB – In General

Historical Avg.

- ARPA Impacts
 - 3-Year Avg. Pre-ARPA = \$9.3m
 - 3-Year Avg. Post-ARPA = \$11.1m
 - This money will be spent down

Maintaining AFB

- The City must produce an operating ratio of 1.25 to maintain AFB levels
 - For every \$1.00 increase in the budget
 - Revenues must increase \$1.25
 - Increasing spending without appropriate revenue growth will lower AFB even if total Fund Balance increases

AFB – The Drop

6 Key Factors

1. ARPA Impacts
 - \$4.5m Allocated
 - \$2.5m for Rev. Replacement
 - \$2.0m for Comm. Projects
 - This money will be spent down
2. Rising P/B Costs
 - 2015-21 Avg. % Change = 3.26%
 - 2022-25 Avg. % Change = 15.45%
 - SAFER, Pay/Class, Benefits, etc...
3. Increasing D/S
 - D/S + \$3m Since 2015
 - (Fire Apparatus [3], FS#1, City Hall/Ops Reno., HPD, PW Maint., Edwards Park, & 7th Ave.)

4. Waning Sales Tax Growth



5. Slow Prop. Tax Growth

6. Neg. Operating Ratio

FY	Op. Rev. to Exp.
Total	
2020	5.0%
2021	9.7%
2022	2.3%
2023	-9.8%
2024	-2.4%
2025	-0.2%
2026	1.6%
2027	2.1%

AFB – The Plan

5 Strategies

1. Lean CIP
 - Historical \$900k
 - FY24 \$250k
 - FY25 & FY26 \$225k
 - FY27 \$750k
2. No New Major Debt Projects
 - Patton/Whitmire already in model
 - Caveat w/o new revenue sources
3. Limited Position Additions
 - No New Positions
 - Caveat w/o new revenue sources

4. Focusing on P/B

- Available funds to be used for City Council 2nd ranked priority

5. Revenue Forecasting

- Closely monitoring revenue growth and projections



Cantrell Hills

- \$289k in Rev.
- \$459k Avg. Value

1	2	3	4
On/Off	Description	Amount	Start Date
On	Townes at Stonecrest (Clear Creek Project)	92,300	2025
On	Cantrell Hills (Clear Creek Project)	199,680	2025

AFB – End Result

Revenue Requirements and Sources

FY	Tax Rate	Revenue Neutral Rate	Value of a Penny	Collection Percentage	Natural Growth Rate / Reval	Growth Rate Development
Total						
2020	49.00	41.81	214,263	98.64%	18.00%	0.00%
2021	49.00	49.00	218,956	98.89%	2.39%	0.00%
2022	52.00	52.00	221,658	99.12%	1.34%	0.00%
2023	52.00	52.00	230,781	98.00%	4.11%	0.00%
2024	49.00	40.43	302,187	98.00%	23.00%	0.00%
2025	52.00	52.00	324,005	98.00%	7.22%	0.00%
2026	52.00	52.00	327,245	98.00%	1.00%	7.79%
2027	52.00	52.00	356,024	98.00%	1.00%	5.36%
2028	50.00	44.88	417,288	98.00%	15.00%	1.66%
2029	50.00	50.00	428,383	98.00%	1.00%	0.00%
2030	50.00	50.00	432,667	98.00%	1.00%	0.00%

- By FY27 Policy is Restored
- Operating Ratio Good in FY26
- Capital Ratio will Result in Deferred Maint.
- Tax Rate at \$0.50 by Next Reval.

Financial Sustainability Scorecard

FY	Available FB (Ass. + Unass.)	25%	Amount Above (Under) Policy	0%	3%	15%	3%
		Available FB as a % of Expenditures		Op. Rev. to Exp.	Cap. Ratio	D/S to Exp. Ratio	Assessed Value Ratio
2020	5,949,067	36.7%	1,826,836	5.0%	4.9%	6.2%	21.3%
2021	3,460,866	20.0%	(718,214)	9.7%	5.6%	7.9%	2.2%
2022	5,777,008	30.1%	981,559	2.3%	4.3%	6.5%	1.2%
2023	7,353,518	30.7%	1,371,566	-9.8%	4.5%	8.8%	4.1%
2024	6,159,237	23.8%	(806,981)	-2.4%	7.4%	15.1%	31.6%
2025	5,847,550	21.7%	(902,460)	-0.2%	1.0%	14.6%	4.5%
2026	6,450,107	23.4%	(445,086)	1.6%	0.8%	14.0%	8.9%
2027	7,503,518	26.0%	276,071	2.1%	0.8%	13.1%	6.3%
2028	9,184,205	30.6%	1,690,182	5.2%	3.3%	13.0%	13.1%
2029	10,929,460	35.3%	3,181,802	5.2%	3.2%	12.7%	3.2%
2030	12,765,132	40.0%	4,777,414	5.3%	3.1%	12.1%	3.0%

Does not Include Helene Impacts

Council Member Gina Baxter moved that City Council approve the Fund Balance Restoration Plan and City Management Response to Local Government Commission. A unanimous vote of the Council followed. Motion carried.

D. AARP Sidewalk Study – Lyndsey Simpson, Council Member

Pulled from agenda.

9. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

Pulled from agenda.

10. CITY MANAGER REPORT

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

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

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

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

FISCAL YEAR 2024 - 2025 (FY25) BUDGET AMENDMENTS AND ADJUSTMENTS						Completed Proposed	Corrected Denied				
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET			DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER
010-1002-539005	Health & Welfare Expenditures	82,139	-	82,139	-			Caporoma Earnest Money	yes	Adjustment	12/10/2024
010-0000-534999	Contingency	137,525	-	42,861	94,664			Caporoma Earnest Money	yes	Adjustment	12/10/2024
010-1002-551000	Capital Outlay-Land,Easements,ROW	-	125,000	-	125,000			Caporoma Earnest Money	yes	Adjustment	12/10/2024
060-1002-539005	Health & Welfare Expenditures	115,723	-	115,723	-			Caporoma Earnest Money	yes	Adjustment	12/10/2024
060-0000-534999	Contingency	97,250	-	9,277	87,973			Caporoma Earnest Money	yes	Adjustment	12/10/2024
060-1002-551000	Capital Outlay-Land,Easements,ROW	-	125,000	-	125,000			Caporoma Earnest Money	yes	Adjustment	12/10/2024
060-0000-534999	Contingency	87,973	-	18,800	69,173			Call Center	yes	Adjustment	12/11/2024
060-7002-519200	Contracted Services	85,600	18,800	-	104,400			Call Center	yes	Adjustment	12/11/2024
060-7032-555003	Capital Outlay- Plants, Pump Stations	252,000	-	20,000	232,000			Engine Replacement	yes	Adjustment	12/23/2024
060-7032-524030	R&M Trucks	25,000	20,000	-	45,000			Engine Replacement	yes	Adjustment	12/23/2024
060-0000-534999	Contingency	69,173	-	500	68,673			HR Budget- hiring processes	yes	Adjustment	1/7/2025
060-7050-519200	Contracted Services	400	500	-	900			HR Budget- hiring processes	yes	Adjustment	1/7/2025
060-7132-555003	Capital Outlay- Plants, Pump Stations	107,000	-	25,000	82,000			Highland Lake Gulf Pump Station	yes	Adjustment	1/17/2025
060-7132-519200	Contracted Services	-	25,000	-	25,000			Highland Lake Gulf Pump Station	yes	Adjustment	1/17/2025
010-1400-554001	Capital Outlay- Equipment	88,632	-	35,000	53,632			Zoll Medical RQ25-511	yes	Adjustment	1/23/2025
010-1400-534000	Non-Capital	72,900	35,000	-	107,900			Zoll Medical RQ25-511	yes	Adjustment	1/23/2025
060-7135-524020	R&M Equipment	205,000	-	14,200	190,800			WWTP Gate Improvements	yes	Adjustment	1/23/2025
060-7135-554001	Capital Outlay- Equipment Other Than	12,500	14,200	-	26,700			WWTP Gate Improvements	yes	Adjustment	1/23/2025

11. CITY COUNCIL COMMENTS – None

Mayor Pro Tem Hensley said that Senator Budd and Senator Tillis have both written a letter of resolution in support of us to receive the RAISE Grant so that’s good news.

12. CLOSED SESSION

Council Member Lyndsey Simpson moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) (3) and (6) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to consider Griffin vs. City of Hendersonville Board of Adjustment Case # 25CV000051-440 and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee.

13. ADJOURN

Council came out of closed session at 9:55 p.m.

There being no further business, the meeting adjourned at 9:55 p.m. upon unanimous assent of the Council.

Jennifer Hensley, Mayor Pro Tem

ATTEST: _____
Jill Murray, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Gracie Erwin, Utilities Compliance Coordinator **MEETING DATE:** 03/06/2025

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

TITLE OF ITEM: Resolution to accept 2023 Local Water Supply Plan

SUGGESTED MOTION(S):

I move that City Council adopt a resolution accepting the 2023 Local Water Supply Plan which meets all compliance requirements of NCGS 143-355(1).

SUMMARY:

The Local Water Supply Plan, LWSP, is submitted annually by April 1st for the prior reporting year to the Division of Water Resources within the North Carolina Department of Environmental Quality. Every five years a resolution from each water system must be adopted by its governing board in order to be compliant with all requirements outlined in NCGS 143-355(1).

BUDGET IMPACT: NONE

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

If no, describe how it will be funded. NA

ATTACHMENTS: Resolution

Resolution # __ - ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE THE 2023 LOCAL WATER SUPPLY PLAN

WHEREAS, North Carolina General Statute 143-355 (1) requires that each unit of local government that provides public water service or that plans to provide public water service and each large community water system shall, either individually or together with other units of local government and large community water systems, prepare and submit a Local Water Supply Plan; and

WHEREAS, as required by the statute and in the interests of sound local planning, a Local Water Supply Plan for The City of Hendersonville, has been developed and submitted to the Hendersonville City Council for approval; and

WHEREAS, the City Council finds that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (1) and that it will provide appropriate guidance for the future management of water supplies for The City of Hendersonville, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville that the Local Water Supply Plan entitled, 2023 Local Water Supply plan dated December 20th, 2024, is hereby approved and shall be submitted to the Department of Environmental Quality, Division of Water Resources; and

BE IT FURTHER RESOLVED that the City Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

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

Hendersonville

2023 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

1. System Information

Contact Information

Water System Name:	Hendersonville	PWSID:	01-45-010
Mailing Address:	305 Williams St. Hendersonville, NC 28792	Ownership:	Municipality
Contact Person:	Adam Steurer, PE	Title:	Utilities Director
Phone:	828-233-3207	Cell/Mobile:	828-243-4430
Secondary Contact:	Gracie Erwin	Phone:	828-697-3057
Mailing Address:	305 Williams St. Hendersonville, NC 28792	Cell/Mobile:	828-243-4430

Complete

Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	4-16	3.20 %
Cast Iron	4-20	13.70 %
Ductile Iron	4-30	25.90 %
Galvanized Iron	1.5-3	2.40 %
Other	2-24	18.30 %
Polyvinyl Chloride	2-12	36.50 %

What are the estimated total miles of distribution system lines? 690 Miles
 How many feet of distribution lines were replaced during 2023? 10,765 Feet
 How many feet of new water mains were added during 2023? 24,457 Feet
 How many meters were replaced in 2023? 192

How old are the oldest meters in this system? 11 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 444

What is this system's finished water storage capacity? 18.1900 Million Gallons

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* No

The meter replacement number does not include number of meters that had only the chambers replaced.

Programs

Does this system have a program to work or flush hydrants? Yes, Annually

Does this system have a valve exercise program? Yes, As Needed

Does this system have a cross-connection program? Yes

Does this system have a program to replace meters? Yes

Does this system have a plumbing retrofit program? No

Does this system have an active water conservation public education program? Yes

Does this system have a leak detection program? Yes

Water Conservation

What type of rate structure is used? Increasing Block, Uniform

How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0

Does this system have an interconnection with another system capable of providing water in an emergency? Yes

2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
French Broad River (05-2)	90 %	Henderson	99 %
Broad River (01-1)	10 %	Polk	1 %
		Buncombe	0 %

What was the year-round population served in 2023? 79,967

Has this system acquired another system since last report? No

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	28,254	3.0481	0	0.0000
Commercial	2,714	2.1300	0	0.0000
Industrial	9	0.0997	0	0.0000
Institutional	35	0.1387	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.1518 MGD

Section 5, Item B.

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
City of Asheville	01-11-010	0.0000	0	0.0000		No	Yes	24	Emergency
City of Saluda	01-75-020	0.1300	365	0.2000	2028	Yes	Yes	12	Regular

3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	7.0300	7.9200	May	7.4900	8.4700	Sep	8.1800	9.0500
Feb	6.8900	7.6500	Jun	7.8800	8.8500	Oct	7.8500	8.7200
Mar	6.9100	7.6000	Jul	8.1000	9.5900	Nov	7.4100	8.1000
Apr	7.0600	8.1100	Aug	8.0700	9.4100	Dec	7.0100	7.6000



Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Bradley Creek	Bradley Creek Reservoir	1.6000	365	2.5370	2.5000	C	3.0000
Mills River	Main Stem	4.5890	365	8.1080	12.0000	F	0.0000
North Fork Mills River	North Fork Reservoir	1.3010	365	2.0760	2.0000	C	4.0000

* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Bradley Creek	Bradley Creek Reservoir	10	Yes	French Broad River (05-2)	Henderson		Regular
Mills River	Main Stem	70	Yes	French Broad River (05-2)	Henderson		Regular
North Fork Mills River	North Fork Reservoir	14	Yes	French Broad River (05-2)	Henderson		Regular

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? Yes

Does this system anticipate transferring surface water between river basins? Yes

Required to maintain minimum flow of 8 CFS below NF reservoir and 8 cfs below Bradley Creek Dam per special use permit with the USFS.

Section 5, Item B.

Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
City of Asheville	01-11-010	0.0000	0	0.0000	2026	Yes	Yes	24	Emergency

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Hendersonville WTP	12.0000	Yes	Yes	Bradley Creek, North Fork, Mills River, French Br.

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2023? **No**

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2023? **No**

If yes, was any water conservation implemented?

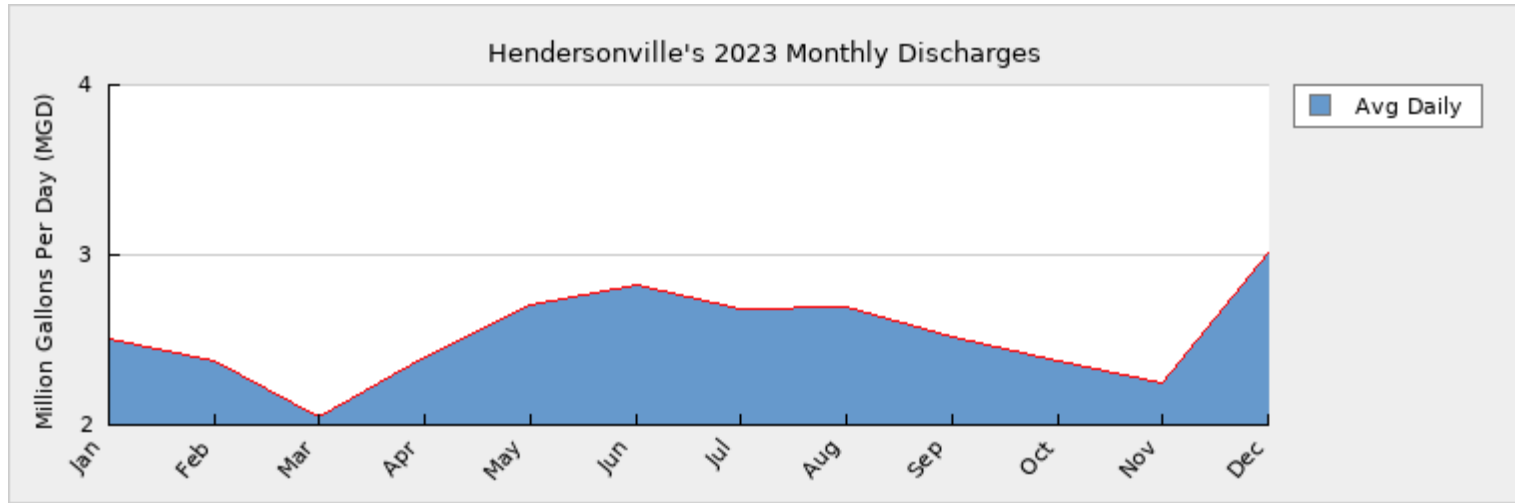
Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? **Yes**

Expansion planned for construction. Live date is set for summer of 2024.

4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	2.5036	May	2.7095	Sep	2.5122
Feb	2.3723	Jun	2.8279	Oct	2.3771
Mar	2.0437	Jul	2.6823	Nov	2.2510
Apr	2.4016	Aug	2.6964	Dec	3.0091



How many sewer connections does this system have? 10,413

How many water service connections with septic systems does this system have? 17,000

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

Wastewater Permits

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0025534	WWTP	4.8000	4.8000	2.4220	6.2110	Mud Creek	French Broad River (05-2)
NC0042277	WTP	12.0000	12.0000	0.1143	0.6210	Brandy Branch	French Broad River (05-2)

5. Planning

Projections

	2023	2030	2040	2050	2060	2070
Year-Round Population	79,967	82,433	99,382	119,816	144,452	174,153
Seasonal Population	0	0	0	0	0	0
Residential	3.0481	3.2978	3.9729	4.7957	5.7775	6.9672
Commercial	2.1300	2.2637	2.7219	3.2888	3.9621	4.7779
Industrial	0.0997	0.1430	0.1520	0.1610	0.1710	0.1810
Institutional	0.1387	0.1700	0.2090	0.2560	0.3140	0.3840
System Process	0.1518	0.1600	0.1680	0.1760	0.1850	0.1950
Unaccounted-for	1.7917	2.0796	2.4785	2.9596	3.5377	4.2410

The above values were calculated using the 2023 LWSP Projections Eval Tool 2023. These were calculated values from inputting our user demand (from 2023) into the historical tool. The calculated usage was initially too low, and using the median gallons per capita day. The reported values above were the calculated demand projections for population, residential (historical rate), commercial (historical) and institutional. Institutional was calculated using the same rate as the population growth (2.06%), which is based on institutions will grow with the population. The reported values for Industrial, and system processes were the values from the LWSP Projections as they are more indicative of future trends.

The unaccounted for values are the LWSP projections from the excel tool.

Future Supply Sources

Source Name	PWSID	Source Type	Additional Supply	Year Online	Year Offline	Type
French Broad River	01-45-010	Surface	15.0000	2024		Regular

Demand v/s Percent of Supply

	2023	2030	2040	2050	2060	2070
Surface Water Supply	16.5000	16.5000	16.5000	16.5000	16.5000	16.5000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		15.0000	15.0000	15.0000	15.0000	15.0000
Total Available Supply (MGD)	16.5000	31.5000	31.5000	31.5000	31.5000	31.5000
Service Area Demand	7.3600	8.1141	9.7023	11.6371	13.9473	16.7461
Sales	0.1300	0.2000	0.2000	0.2000	0.2000	0.2000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	7.4900	8.3141	9.9023	11.8371	14.1473	16.9461
Demand as Percent of Supply	45%	26%	31%	38%	45%	54%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 38 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. Hendersonville currently has a city sponsored rain barrel program for our water customers. The program allows customers to get a rain barrel at a discounted rate to promote using rainwater for irrigation, and other non potable uses such as car washing. Hendersonville plans to continue offering this program.

The city also promotes water conservation through an outreach education program. The program participates in EPA Water Sense programs to promote education around conserving water.

The City also partners with AquaHawk, a leak detection program to help customers find and ID when they are having a leak. The city also offers a leak adjustment program to promote fixing leaks. The city also offers a rebate program for selected water conserving appliances (ie smart irrigation controllers, and customer side shut off valves)

Are there other demand management practices you will implement to reduce your future supply needs? In 2023 the city began developing a new master plan for both the water treatment plant and the water distribution systems. These plans anticipate adoption in 2024.

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

Additional Information

Has this system participated in regional water supply or water use planning? **No**

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.



**CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY**

SUBMITTER: Amanda Lofton **MEETING DATE:** 03/06/2025
AGENDA SECTION: CONSENT **DEPARTMENT:** Finance
TITLE OF ITEM, Presenter Name, Title: Henderson County Tax Adjustments -*Amanda Lofton, Deputy Tax Collector*

SUGGESTED MOTION(S): I move that City Council resolve to direct and authorize the tax releases submitted by Henderson County Tax Collector as presented and relieve the Henderson County Tax Collector and the Deputy Tax Collectors of the charges owed.

SUMMARY:

The Deputy Tax Collector, Amanda Lofton, would like to submit for your approval the tax bill adjustments occurring between January 1, 2025 and January 31, 2025. These adjustments include all Discoveries, Releases, Refunds, and Forgiven Interest. These adjustments were provided by Henderson County Tax Department. Documentation is available in the Tax Office.

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:

Summary Total of Tax Adjustments

PTS Pending Release/Refund Report. Wednesday, January 22, 2025*

DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE	
IONVILLE	CALLAS, STEPHANIE	0003115961-2024-2024-0000	VOIDED 2024 THE TAXPAYERS DID NOT OWN THE MOBILE HOME UNIT. 6/5/2024- REQUEST FOR RELEASE/REFUND SUBMITTED. PER STARS AND THE CERTIFICATE OF OCCUPANCY	(\$67,960)	9206	JURSC10	TAX LATE LST FEE TOTAL:	\$353.39 \$35.34	\$353.39 \$35.34	\$353.39 \$35.34	
DISTRICT TOTAL:								\$0 (\$67,960)		ABSTRACT TOTAL: \$388.73	\$388.73 \$388.73



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Amanda Lofton **MEETING DATE:** 03/06/2025
AGENDA SECTION: CONSENT **DEPARTMENT:** Finance
TITLE OF ITEM, Presenter Name, Title: Henderson County Tax Adjustments -*Amanda Lofton, Deputy Tax Collector*

SUGGESTED MOTION(S): I move that City Council resolve to direct and authorize the tax releases submitted by Henderson County Tax Collector as presented and relieve the Henderson County Tax Collector and the Deputy Tax Collectors of the charges owed.

SUMMARY:

The Deputy Tax Collector, Amanda Lofton, would like to submit for your approval the tax bill adjustments occurring between August 1, 2024 and August 31, 2024. These adjustments include all Discoveries, Releases, Refunds, and Forgiven Interest. These adjustments were provided by Henderson County Tax Department. Documentation is available in the Tax Office.

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:

Summary Total of Tax Adjustments

NCPTS Pending Release/Refund Report. Tuesday, August 20, 2024*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF HENDERSONVILLE	BAYNARD, RANDY E.	0003114407-2024-2024-0000	PROPERTY TRANSFERRED TO NC-DOT DEC. 2023; SHOULD BE EXEMPT FROM TAX.	(\$174,600)	9033	JURSC10	TAX	\$907.92	\$0.00	\$907.92
							LATE LIST FEE	\$0.00	\$0.00	\$0.00
							TOTAL:			\$907.92
		OWNER TOTAL:								\$907.92
	BONK, SUSAN LORI	0003115959-2024-2024-0000	PROPERTY VOIDED. TAXPAYER PROVIDED DOCUMENTS SHOWING PROPERTY IS LOCATED IN MCDOWELL COUNTY.	(\$12,000)	9072	JURSC10	TAX	\$62.40	\$0.00	\$62.40
							LATE LIST FEE	\$6.24	\$0.00	\$6.24
							TOTAL:			\$68.64
		OWNER TOTAL:								\$68.64
	BUNDSCHUH, JONATHAN C.	0003116089-2024-2024-0000	TAXPAYER SUBMITTED AN INFORMAL APPEAL. PROPERTY VOIDED PER NCDMV RECORDS.	(\$811)	9077	JURSC10	TAX	\$4.22	\$0.00	\$4.22
							LATE LIST FEE	\$0.42	\$0.00	\$0.42
							TOTAL:			\$4.64
		OWNER TOTAL:								\$4.64
	HARPER YAMAHA, AND MARINE	0003096876-2024-2024-0000	INFORMAL APPEAL RECIEVED FROM TP; TP NO LONGER OWNS WATERCRAFT; GO OUTDOORS VERIFIED CANCELLATION 3/31/2019; ABS VOIDED 12/31/2019	(\$5,717)	9106	JURSC10	TAX	\$29.73	\$0.00	\$29.73
							LATE LIST FEE	\$2.97	\$0.00	\$2.97
							TOTAL:			\$32.70
	OWNER TOTAL:								\$32.70	
RENZO'S, LLC DBA RENZO'S RISTORANTE	0003094634-2024-2024-0000	RENZO MAIETTO CALLED EXPLAINED HAS NOT BEEN IN BUSINESS SINCE 2022, IN 2023 BUSINESS OPEN AT LOCATION 504 N MAIN STREET FOR EVENTS ON SEPTEMBER, OCTOBER AND NOVEMBER. BUSINESS PERMANENTLY CLOSED. NOW NEW BUSINESS OPERATING AT LOCATION. TP TO SUBMITT INFORMAL APPEAL FORM TO OUR OFFICE NO LATER THAN SEPTEMBER 6.2024	(\$7,400)	9037	JURSC10	TAX	\$38.48	\$0.00	\$38.48	
						LATE LIST FEE	\$3.85	\$0.00	\$3.85	
						TOTAL:			\$42.33	
	OWNER TOTAL:								\$42.33	
	DISTRICT TOTAL:			(\$200,528)						\$1,056.23



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Caitlyn Gendusa **MEETING DATE:** March 6, 2025

AGENDA SECTION: Brooklyn Community Garden **DEPARTMENT:** PUBLIC WORKS

TITLE OF ITEM: Resolution

SUGGESTED MOTION(S): I move that City Council adopt a resolution outlining the City and Community’s commitment and understanding for the long term maintenance and success of the Brooklyn Community Garden.

SUMMARY: This resolution reaffirms the City’s commitment to the Brooklyn Community Garden and calls upon community volunteers to help ensure the garden’s success.

ATTACHMENTS:
Resolution by the City of Hendersonville City Council Designating the Brooklyn Community Garden

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
DESIGNATING THE BROOKLYN COMMUNITY GARDEN**

WHEREAS, the City of Hendersonville City Council recognizes the importance of supporting community gardens and the benefits they provide such as bringing communities together, healthy eating, environmental sustainability, health benefits, and more;

WHEREAS, the City of Hendersonville City Council has designated property pin number 9569816440 owned by the City of Hendersonville as used for a community garden, now established as the “Brooklyn Community Garden;”

WHEREAS, City Council calls upon City staff to provide basic maintenance of Brooklyn Community Garden which includes but is not limited to mowing outside the garden fence, dropping off mulch and/or compost, and water utility requests. Additional requests may be considered based upon staff availability;

WHEREAS, City Council calls upon City Sustainability Manager to seek grant and other funding opportunities and provide oversight to ensure the Brooklyn Community Garden’s success,

WHEREAS, the City Council calls upon volunteer community members to coordinate day to day use of the garden, recruit new members, seek grant and other funding opportunities, and remain engaged in the overall operations of the Brooklyn Community Garden.

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

- 1. The City hereby designates the Brooklyn Community Garden. Adopted by the City Council of the City of Hendersonville, North Carolina on this ___ day of _____, 202_.

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: Jamie Carpenter, Downtown Manager **MEETING DATE:** March 6, 2025

AGENDA SECTION: CONSENT AGENDA **DEPARTMENT:** Community Development

TITLE OF ITEM: Special Event: 7th Avenue Street Fest *Jamie Carpenter, Downtown Manager*

SUGGESTED MOTION(S): I move that City Council approve the special event permit for the 7th Avenue Street Fest.

SUMMARY: The 7th Avenue Street Fest will be a celebration of the completion of Phase 1 of the 7th Avenue Streetscape. The event will coincide with the opening day of the Hendersonville Farmers Market on Saturday, May 3. Several stakeholders from 7th Avenue are involved in the planning of this event.

The entire street (footprint of the construction) will be closed to vehicular traffic at 6am to begin setup for the Farmers Market and the event. The Farmers Market footprint will shift to cross over Maple Street, and the Farmers Market will open as always at 8am.

Tentative schedule:

- 8am: Farmers Market begins on Maple Street
- 12pm: the 7th Avenue Street Fest will begin, with live music, businesses from the 7th Avenue district are invited to have a booth or extend onto the street.
- 1pm: market vendors who do not wish to stay for the street festival will exit the market on 5th Avenue. Many vendors will stay and will be placed from the Alley North on Maple Street to allow other vendors to exit and free up parking on Maple Street.
- 2pm: remarks and a ribbon cutting will occur
- 2:30pm (tentative): Art League will host unveiling of ArtScape Banners
- 3pm: live music continues
- 5pm: event ends, breakdown.

BUDGET IMPACT: NA

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

If no, describe how it will be funded.

ATTACHMENTS:

Event Application with Site Map



City of Hendersonville SPECIAL EVENT APPLICATION



An application for a permit to conduct a special event pursuant to Section 28-39, Hendersonville City Code.
Please reference the City's Special Event Policy for additional information about the application process.

Note: The person responsible for the special event, or his/her designee, must be present for the duration of the event.

Submit This Completed Application & All Supporting Material Outlined Below To:
Community Development Department City of Hendersonville, Downtown Division
160 6th Ave E Hendersonville, NC 28792 Phone #: (828) 233-3205

Name of Special Event: 7th Aveune Street Fest

Event Producer: Friends of Downtown Phone #: (828) 233-3205

Producer Address: 160 6th Ave E Hendersonville, NC 28792

Authorized Event Coordinator: Terrye Jacobs

* this should be the person who is the primary event contact

Cell Phone #: (828) 551-9874 Email: tjacobs@hvinc.gov

Street Closure Date(s): May 3rd, 2025 Requested Closure Hours: 6am - 6pm

* Include Dates for Setup

Event Dates: May 3rd, 2025 Event Hours: 12pm - 5pm

Estimated Past Attendance: N/A Predicted Attendance: 500

Past Vendor Participation: N/A Predicated Vendor Participation: 35-45

"Hold Harmless Agreement"

By signing this agreement, the producer will hold harmless the City of Hendersonville, its officers, employees and agents, the Public Works Department and staff free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges professional and attorney's fee or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this event and/or the performance hereof and caused by the negligence of the Sponsor. The Sponsor will take full responsibility. The City of Hendersonville will not be responsible for personal items or property used as part of event.

Signature of Authorized Event Representative:  Date: 2/12/25

APPLICANT CHECKLIST

Please reference the City of Hendersonville's Special Event Policy for additional information about the requirements listed in the checklist below.

- Event Description, Statement of Public Benefit & Public Services Required (REQUIRED) - Page #2 in application
- Event Marketing Strategy & Budget (REQUIRED) - Page #3 in application
- Event Site & Safety Plan (REQUIRED) - Page #4 in application
- Event Impact Notification (REQUIRED) - Page #5 in application Formal Event Notice (REQUIRED)
- Vendor Application & Electrical Needs (AS NEEDED) Page #6 in application Event Insurance (REQUIRED)



**City of Hendersonville
SPECIAL EVENT APPLICATION
EVENT DESCRIPTION, STATEMENT OF
PUBLIC BENEFIT AND MARKETING STRATEGY**



Please provide a detailed description for each section below. Please reference the City’s Special Event Policy for additional information about this application requirement. Feel free to attach your response to this sheet.

Name of Special Event: **7th Avenue Street Fest**

Event Description: Celebrating the completion of phase 1 of the 7th Avenue Streetscape, this event is the official 'grand opening' of the street and project. There will be live music, craft beverages, and a ribbon cutting ceremony to celebrate the 7th Avenue District.

Statement of Public Benefit:

This festival brings together local businesses, vendors, live music, and family-friendly activities, creating a vibrant space for neighbors to reconnect and rediscover everything 7th Ave has to offer. By attending, you're not just having a great time, you 're supporting local shops, restaurants, and entrepreneurs who have weathered the construction period and are ready to thrive

Event Marketing Strategy and Budget:

We will be marketing the event through:

- Facebook
- Instagram
- Newsletters
- Flyers
- Radio Ads
- Website News Posts
- Press release

Budget: depends on sponsorship – approximately \$4000 total for event

Items that will impact budget:

- Bands / entertainment
- Sound equipment
- Stage
- Porta johns (\$175 per unit x 4 = \$700)
- Swag/give aways – depends



City of Hendersonville
SPECIAL EVENT APPLICATION
CITY SERVICES REQUIRED



Please review the closure types below and note the type of closure most closely related to your event. If you have different requests that are not represented below, please add to notes.

Note that the Special Events Committee reserves the right to adjust event type based on city services required for production of event.

Event Type: D x 1 # of Days = 75

(Note HALF DAYS only if the event requires an evening setup before the event)

Notes (any deviation from event closure): _____

CLASS A - \$700 per day

- Closure of Main Street for the scale of the Apple Festival and Garden Jubilee (Streets, Avenues and partial blocks on avenues).
- Additional resources in cleanup and garbage pickup are required to manage impact for this scale of event.
- When the day of the street closure is for an evening setup, the per day fee is ½.
- All streets and avenues are fully secured with water barricades after setup is complete. Barricades and street closures should be watched by volunteers during breakdown to ensure safe breakdown.
- Vehicles will be towed if parked after designated time

CLASS B - \$450 per day.

- Closure of Main Street is from 6th Avenue to Allen Street with avenues closed.
- Events have less attendance and therefore less impact on garbage pickup and maintenance.
- All streets and avenues are fully secured with water barricades after setup is complete. Barricades and street closures should be watched by volunteers during breakdown to ensure safe breakdown.
 - One entrance/exit may be barricaded with a vehicle closure in lieu of a filled water barricade
- Vehicles will be towed if parked after designated time

CLASS C - \$300 per day.

- Main Street closure from 6th Avenue to Allen Street, with each Avenue open to incentivize opening the cross-streets and have a lower impact on downtown traffic.
- Events have lower attendance therefore safe for cross streets to be open and less impact on trash/cleanup.
- Additional signage for traffic and pedestrians shall be included to make sure there is awareness.
- Event organizer may choose to work around vehicle rather than towing. Under no circumstances can a vehicle leave while the street is closed, and pedestrians are on the street.

CLASS D - Less than 2 block closure - \$75 (1 block) \$150 (2 blocks). This includes the Courthouse Square Block.

CLASS E - Parking Spaces for Courthouse Plaza - \$50 per day

- Parking enforcement for event hours only on the courthouse side of the street.

OTHER

- Events that do not fall within these classes will have fee assessed by need determined by special events committee based on the block closure rate.
- Garbage and recycling cans - \$40
- Use of electricity and/or water
- Off duty officer and EMS rates are applied separately.



City of Hendersonville
SPECIAL EVENT APPLICATION



What City services are you requesting for this event? Check all that apply.

NOTE: The Special Event Committee for the City of Hendersonville may make some city services required based on the event logistics and safety

- Road, sidewalk, or parking space closure
- City Park reservation (park name): _____
- "No Parking" signs (can specify time frame on sign) Barricades and/or cones no parking after 5am
- Additional Trash/recycling receptacles
- Off-duty police
- Off-duty fire/EMS
- Electricity access
- Water access
- Early/Late 5th Avenue public restroom hours
- Other

Please provide further explanation (i.e., if road closure is requested, what roads and during what time frame?):

The Road closure will be the same as when the fencing from the construction was up. A Layout with closures is included on the application. Barricades on 7th at the corner from Claywood and Marcos allowing parking access at Claywood and Marcos, 2 barricades on both side of Maple Street one at the end of the Farmers Market and one just after Homemade Pasta Noodles shop, 1 barricade across the railroad track on white duck taco side, and 1 barricade on Locust Street shortly after the old Chicken Shack Building.

The closure will begin at the same time that Maple gets closed for the Farmers Market at 6am. and will reopen after the event is finished and broke down around 6pm.

Will this event be pet-friendly? Please note that per City Ordinance, leashed pets are allowed within city limits. If event organizers wish to disallow pets at an event, it is up to the organizers to advertise and enforce this rule.

- Yes, this is event will be pet friendly.
- No, this event will not allow pets.

City of Hendersonville
SPECIAL EVENT APPLICATION

EVENT SITE AND SAFETY PLAN

Please provide a detailed “Event Site Plan” and your notification guarantee. Please reference the City’s Special Event Policy - page 5 for additional information about this application requirement. Feel free to attach your site plan to this sheet.

Event Site Plan: Please draw or attach a visualization of your proposed use of public space(s) including important aspects such as road closures, port-o-johns, inflatables, stages, etc.

Attached is the layout of the closure and event space.

Event Safety Plan: The Special Events Committee will make recommendations and further work with you on event safety and logistics. Please describe as best as you can:

1. Please describe your vendor load in and load out plan and how traffic will be managed
2. Describe your plan in case of weather event or early cancelation (notifying vendors, managing traffic for load in, load out, etc.

6am - Street to close at same time Maple street closes for the Farmers Market. Will need assistance regarding AST Barricades and/or water barricades for this closure

9:30am - Stage will load in and Start setting up

10am to 11:30am 7th Avenue vendor load in (drop and move – all vehicles out by 11am)

11am Band arrives - behind stage on Locust Street

Note: For the layout we need to determine how to safely barricade off the farmers market area so it is clearly blocked off when the market is going on. Maybe this can be with the van or other city vehicle?



**City of Hendersonville
SPECIAL EVENT APPLICATION**



**EVENT IMPACT NOTIFICATION REQUIREMENT
(FOR COMMERCIAL AREAS)**

Event applicants are required to notify, by a formal notice, all residents, businesses, places of worship and schools that are affected by street and sidewalk impacts related to your event. This notice must be submitted with the event application to the Special Events Committee for review prior to notification delivery, and example format for this notification is included in the City’s Special Events Policy appendices.

Once approved by the Special Events Committee the notice must then be mailed or hand delivered to impacted areas at least twenty days prior to your event. Information on the notice should include, but not be limited to; the name of the event, event date(s), time(s) of event and overall impacts (including set-up and tear down), specific location of impacts, type of activity and telephone number where the public can contact your organization about the event.

Failure to comply with the notification requirement can result in the cancellation, postponement or other significant restrictions to your event or future events. The Special Event Committee requires that the Authorized Event Organizer verify that this notification will take place, please see below.

NOTIFICATION GUARANTEE: I hereby certify that all residents, businesses, places of worship and schools affected by any street closures and sidewalk impacts related to this event and outlined in this application’s “Event Site Plan” will be notified at least 20 days prior to the event with the attached notice by the Authorized Event Coordinator or designee.

Authorized Event Coordinator’s Signature

Type text here

City of Hendersonville
SPECIAL EVENT APPLICATION

Complete the form below based on the number of vendors and types of electrical connections required for your event. If you have questions about the electrical requirements for your event, please contact the City Public Works Department at (828) 697-3000.

Name of Special Event: 7th Avenue Street Fest

Authorized Event Coordinator: Terrye Jacobs Phone #: (828) 233-3205

Cell Phone #: (828) 551-9874 Email: tjacobs@hvlnc.gov

Please calculate your event vendor fees & electrical usage fees below.

Any adjustments to # of vendors and electrical usage can be made up to 2 weeks prior to event.

Event Type: D x # of Days 1 = 75

Total # of Single-Day Food Vendors X \$30 =

Total # of Multi-Day Food Vendors X \$55 X Total # of days =

+ Application fee= \$25

Total Event Closure Fees: 100

Electrical Requirements: Location of electrical needs to be included on Event Site Plan. Any adjustments must be submitted no later than 2 weeks before the event.

((Total # of connections @ 20 Amps or less) x (# of days) x \$25 =

((Total # of connections @ 21 to 50 Amps) x (# of days) x \$50 =

((Total # of connections @ 50 Amps or more) x (# of days) X \$100 =

Total Electrical Usage Fee:

Total of All Event Fees:

Application Fee is Due at the Special Events Committee Meeting For Approval

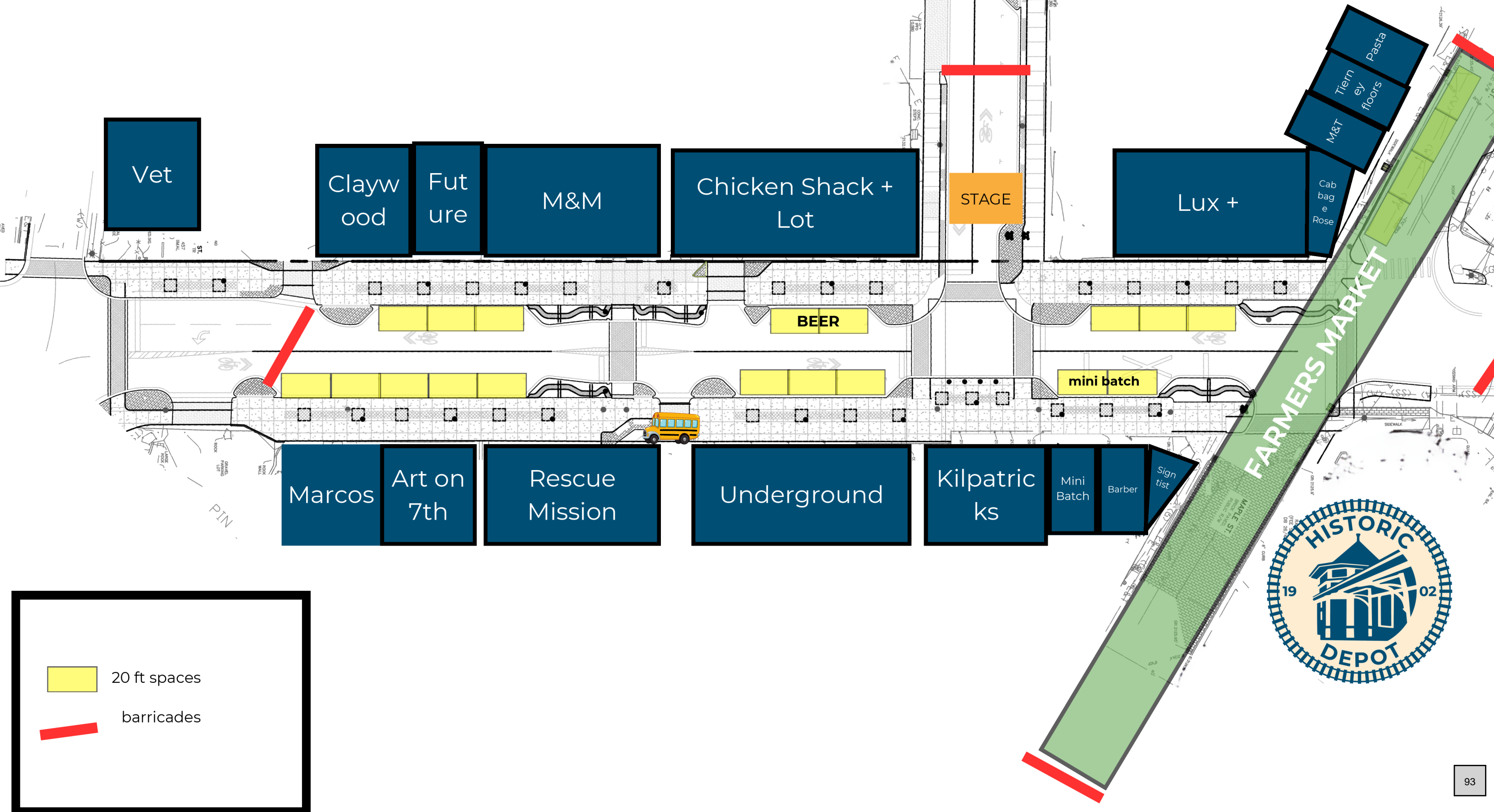
½ of all event fees due 2 weeks prior to event



½ of all event fees due within 2 weeks following the event

Checks can be made out to the "City of Hendersonville ATTN: Special Event Fees."

Payment is accepted in person at
160 Sixth Avenue East
Hendersonville, NC 28792

Please remit payment along with the final invoice you receive from the Community Development Department.



 20 ft spaces
 barricades



7th Avenue Street Fest Timeline & Planning – updated after 1/14/25 meeting and for confirmation Section 5, Item F.

Staff (Jamie/Terrye/Dakota) responsible for (in red). Any additional items will need to be supported by committee members/businesses.

Event Day: May 3, in conjunction with opening day of the Hendersonville Farmers Market

DAY OF EVENT Timeline:	Event Time – 12pm to 5pm	Responsible
6am	street closure of event area in conjunction with the Farmer’s Market closure	(Terrye / Jamie) (Staff / City responsibility)
6-7:45am	Farmers Market Vendor Load In (from 5 th Avenue)	(Dakota) (Staff / City responsibility)
8am	Farmers Market Opens	Dakota (Staff / City responsibility)
9:30am	stage set up on Locust	Terrye– requesting stage from HC Parks and Rec)
10am to 11:30am	7th Avenue vendor load in (<u>drop and move</u> – all vehicles out by 11am)	Launa/Linda - responsible for vendor communication placement - (city staff will advise/support)
11am	Band arrival (from behind stage on Locust) Sound check/setup for band to start at noon	Committee member/recruit someone to be stage manager (we have a volunteer who can possibly do it) (DT staff will advise/support)
1pm	Farmers Market Breakdown begins – vendors who choose to stay for the rest of the day will be set up from the Alley to 7 th Avenue on Maple, farm vendors will break down and leave from 5 th Avenue	Dakota
2pm	Ribbon cutting and remarks	Staff + committee
2:15pm	Artscape Reveal	Diane Dean / Art League (Jamie& Terrye to meet with)
3-5pm	Music	Committee member/recruit someone to be stage manager (we have a volunteer who can possibly do it) (DT staff will advise/support)
5pm	Breakdown event	Staff + committee + volunteers

Pre-Event Responsibilities:

Task	Person responsible	deadline
Event permit application	Terrye	February
Sponsor Requests	Terrye	March
Stage	Terrye/HC Parks and Rec	
Porta Johns	Terrye	
Stage tent (downtown's 10x20)	Downtown volunteers/setup crew	
Table rentals (high tops?)	Terrye	
Vendor coordination: <ul style="list-style-type: none"> • Coordinate with 7th businesses who want to set up on street for event • Layout for vendors (work w/ Terrye/Jamie) 	Launa & Linda (Linda – day of help, both will talk to businesses)	Mid April
Music Coordination <ul style="list-style-type: none"> • Someone responsible for coordinating music – work w/ Terrye on budget • Will music bring their own sound equipment? 	Matthew is asking Derrick Stipe – try to see if he can help with the whole day for sound? STEAP has requested Kat Williams & other act	March
ABC Permit	Jamie	
Beer/brewery coordination	Jamie	
Marketing	Jamie/Dakota	
Artscape Reveal	Art League / Diane	

Budget: depends on sponsorship – approximately \$4000 total for event

Items that will impact budget:

- Bands / entertainment
- Sound equipment
- Stage
- Porta johns (\$175 per unit x 4 = \$700)
- Swag/give aways – depends

NOTES/TASKS

- Jamie will make a form that Launa/Linda can use for talking to 7th avenue businesses who might want to have a space. We will also provide a map laying out where things will occur so they know where people can go
- Businesses should have extra activities...
 - Underground will have Reaper Challenge
 - Pasta Noodles will have a pasta table
 - Other ideas... block party games, face painters, etc
- The Farmers Market will shift to cross over 7th to cover both sides of Maple for this event. Launa will handle activities on Maple, Mini Batch will be at corner by store, Brezel bus will be at alley during market and move to Underground's driveway before 7th event begins
- Maple Street North of Main will be coordinated by Launa (w/ Dakota regarding market vendors)
- Friends of DT will have a swag table with give aways
- Beer – Jamie will coordinate w/ Guidon and Southern app
 - Currently determining permitting
- Vendors will just be businesses from 7th Avenue (both businesses that are within the construction area and outside but in district) and market vendors

7th Ave Street Fest Event Safety Plan

General Requirements

FoDH (Friends of Downtown Hendersonville)

- There will be FoDH staff members on site throughout the event ensuring safe operation of the event.
- FoDH volunteers will be on site throughout the event to assist staff members with monitoring the event.
 - Volunteers go through a pre-event training and are given a manual of what to do in the event of the incidents listed below.

City

- Per City of Hendersonville special events policy all event organizers must walk through the event area with the City of Hendersonville Fire Marshall before opening of the event to ensure there is a 20' emergency lane and no other potential hazards.
- All emergency personnel and public works are given a vendor listing along with a map of the event area to assist with quickly locating calls for assistance.

Vendor

- Vendors are required to carry liability insurance and provide proof of insurance to the Friends of Downtown Hendersonville prior to an event.
- Vendors are required to tape down all electrical cords to prevent a tripping hazard.
- Vendors must ensure that their spaces are kept in an orderly fashion to prevent tripping hazards.

Minor Incident

Medical

- Henderson Count Rescue Squad and/or Hendersonville Police Officers are to be contacted immediately in case of a medical emergency.
 - The event coordinator or event staff are to report medical emergencies to the rescue squad and/or Hendersonville Police Officer(s) or officers on site that are assigned to the event.
 - 911 should be used in the event of a serious medical incident in which medical attention is needed immediately. Make sure you communicate where you are located within the event area.
 - If possible, send a bystander to locate the nearest police officer or rescue squad member.
 - Have a bystander ready to help flag down the rescue squad.
 - After the medical emergency has been reported to emergency services contact FoDH event staff to report the incident.

Non-Medical

- In the event of a disorderly patron that is not threatening anyone with physical violence please find the nearest police officer to report the incident so that they

7th Ave Street Fest Event Safety Plan

can handle the situation. Or call the Hendersonville Police Department non-emergency line 828-697-3025.

- Once the incident is reported to the police, please contact FoDH event staff to report the incident.

Inclement Weather

- Outdoor events/festivals that are deemed “rain or shine” will proceed as normal.
- In the event of a thunderstorm, the event will temporarily suspend operations and will resume operations after the storm has passed.
 - Vendors and patrons will be asked to shelter in appropriate buildings or their vehicles.
- In the event of high winds, event coordinator/staff are to recheck that all tents in use are securely anchored. Secure any items that could become airborne.
 - If the wind gusts become too strong the event will temporarily suspend operations and will resume when the wind gusts have returned to a safe speed.
 - Vendors and patrons will be asked to shelter in appropriate buildings or their vehicles.

Major Incident

Medical

- 911 should be used in the event of a serious medical incident in which medical attention is needed immediately. Make sure you communicate where you are located within the event area.
 - Have a bystander ready to help flag down the rescue squad.
 - After the medical emergency has been reported to emergency services contact FoDH event staff to report the incident.

Non-Medical

- In the event of a disorderly patron that is threatening others or themselves with physical violence or is suspected of having a weapon on them please immediately call 911 to report the incident.
 - Make sure you clearly state where you are located within the event area. If possible, have a bystander ready to help flag down responding officers.
 - Do not engage with the person and do your best to keep others away from the individual
 - Once the incident is reported to the police, please contact FoDH event staff to report the incident.
- If you receive a report of a bomb or suspicious bag/package, immediately call 911 and follow the directions of emergency services.
 - Do not touch or get near the bag/package. Only get within a safe distance to properly report the location of the item in question.

7th Ave Street Fest Event Safety Plan

- Call for back up from other FoDH events staff.
- Assist emergency personnel as directed with crowd control.

- Call 911 if you receive any reports of fire within the event area or within proximity of the event area.
 - Report the fire to FoDH event staff after the fire has been called in.
 - Begin asking vendors and patrons within proximity of the fire to maintain a safe distance from the fire.
 - Assist Hendersonville Fire Department and Police Department with crowd control as directed.

Severe Weather

- In the event of a tornado watch/warning, the event will temporarily suspend operations and will resume operations after the storm has passed.
 - Vendors and patrons will be asked to shelter in appropriate buildings.
 - FoDH event staff will monitor weather reports and will begin moving vendors and patrons to safe locations as soon as a tornado watch is issued for the area.
 - If the event area does receive a direct hit from a tornado the area will be checked by emergency personnel and FoDH events staff before allowing vendors/patrons to return to the event area.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer **MEETING DATE:** March 6, 2025

AGENDA SECTION: CONSENT **DEPARTMENT:** Engineering

TITLE OF ITEM: Utility Extension Agreement for the Berkeley Mills Park Sports Complex – *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 County of Henderson, for the Berkeley Mills Park Sports Complex as presented and recommended by staff.

SUMMARY:

The Berkeley Mills Park Sports Complex located off Balfour Road in Hendersonville proposes to extend the City's sewer system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water and sewer utility line extension processes 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: 24123

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Berkeley Mills Park Sports Complex

Map showing Berkeley Mills Park Sports Complex parcel

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

Prepared by and return to: Daniel Heyman, Staff 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 **COUNTY OF HENDERSON**, a political subdivision and body corporate of the State of North Carolina, 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 +/- 38.61 acres, and being all of that real property described in that deed recorded in Deed Book 4206 at page 36, Henderson County registry, having PINs 9660-50-2876 and 9660-50-2160, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Berkeley Mills Park Sports Complex (project number 24123); 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: Sanitary Service Extension consisting of +/- 1,130 lineal feet of 8" gravity sewer main together with all manholes and appurtenances, connecting to an existing 10 inch sewer main located approximately 1,500 feet north of the intersection of Balfour Road and Berkeley Road, being more particularly shown and described on those construction plans and specifications, dated December 6, 2024, prepared by Withers Ravenel a Civil Engineering firm, said plans being incorporated herein by reference, said Sewer 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 located within the City's municipal boundaries; 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, the 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. The obligations of this paragraph shall survive any termination or expiration of this Agreement.

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.

[Signatures appear on the following page]

DEVELOPER: COUNTY OF HENDERSON,

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 County of Henderson, North Carolina, and that they executed and acknowledged the foregoing instrument on behalf of the County of Henderson pursuant to order of the Board of Commissioners and that the instrument is the act and deed of the County of Henderson.

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 COUNTY OF HENDERSON FOR THE BERKELEY MILLS PARK SPORTS COMPLEX

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

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

WHEREAS, the Developer extends gravity 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 sewer line extension process; and

WHEREAS, the County of Henderson, the “Developer” and “Owner”, will enter into a Utility Extension Agreement with the City to provide sewer services to the Berkeley Mills Parks Sports Complex.

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

1. The Utility Extension Agreement with the County of Henderson, the “Developer” and “Owner” to provide sewer service to the Berkeley Mills Parks Sports Complex 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 6th day of March 2025.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE UTILITY AVAILABILITY

Berkeley Mills Park Sports Complex

Section 5, Item G.

MHID: 5097
Rim Elev: 2073.889893
Inv Out Elev: 2065.840088

MHID: 5104
Rim Elev: 2104.639893
Inv Out Elev: 2100.73999

Berkeley Mills Park Sports Complex
PINs: 9660-50-2160, 9660-50-2876
City of Hendersonville
Hendersonville Fire District

Project Area

Sewer Layers

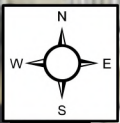
- Gravity Main
- Public Gravity Main
- Public Force Main
- Proposed Gravity Main
- Abandoned

Water Layers

- City Fire Hydrant
- Water Main
- City Water Main
- Raw Water Main
- Private Fire Line
- Proposed Water Main
- Abandoned Water Main

Road Layers

- State Maintained Road
- Non-State Maintained Road



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.



**CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY**

SUBMITTER: Adam Murr **MEETING DATE:** 03/06/2025
AGENDA SECTION: CONSENT **DEPARTMENT:** Administration
TITLE OF ITEM: March 2025 Budget Amendments – *Adam Murr, Budget & Eval. Director*

SUGGESTED MOTION(S):

I move City Council adopt the budget amendments 03062025-01, 03062025-02, 03062025-03, and 03062025-04, as presented.

SUMMARY:

- 03062025-01:** An amendment increasing the Northside Project #16019 by \$3,817 through a transfer in from the W&S Operating Fund (060). This increases the total project appropriation to \$6,261,355.
- 03062025-02:** An amendment clarifying the Tracey Grove Bridge Project #15929 budget. There is no change to the total project appropriation, this simply clarifies the City Council adopted budget.
- 03062025-03:** An amendment increasing the Lower Mud Creek Project #G2306 budget. The increase reflects an additional \$604,625 from the NCLWF. The amendment increases the project appropriation to \$3,732,090.
- 03062025-04:** An amendment correcting a clerical issue in the WWTP UV Project #16023 budget. There is no change to the project appropriation.

BUDGET IMPACT: Described Above

Is this expenditure approved in the current fiscal year budget? No.

If no, describe how it will be funded.

ATTACHMENTS:

1. Budget Amendments 03062025-01 through 03062025-04.

TO MAYOR & COUNCIL
APPROVAL: March 06, 2025

FISCAL YEAR 2025
FORM: 03062025-01

BUDGET AMENDMENT

FUND 060 460					
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
060-0000-534999	Contingency	69,173	-	3,817	65,356
060-0000-598901	Transfer Out (to 460, #16019)	821,840	3,817	-	825,657
FUND 060	TOTAL REVENUES	-	-	-	-
W&S Operating Fund	TOTAL EXPENDITURES	891,013	3,817	3,817	891,013
460-0000-470010-16019	Debt issuance	5,372,860	-	169,127	5,203,733
460-0000-470100-16019	Transfer in	615,840	404,725	-	1,020,565
460-0000-470900-16019	Fund Balance Appropriated	40,000	-	2,943	37,057
460-0000-598901-16019	Transfer Out	615,840	102,340	-	718,180
460-1014-550102-16019	C/O - Services and Fees	608,180	-	502,830	105,350
460-1014-550103-16019	C/O - CIP	4,654,680	783,145	-	5,437,825
460-1014-551000-16019	C/O - Land/easement/ROW	150,000	-	150,000	-
FUND 460	TOTAL REVENUES	6,028,700	404,725	172,070	6,261,355
Northside Water, #16019	TOTAL EXPENDITURES	6,028,700	885,485	652,830	6,261,355

An amendment preparing for the closure of the Northside Water Project, #16019. The amendment re-organizes funds, and increases the project via a transfer in from the Water and Sewer Operating Fund (060) in the amount of \$3,817.

The City Manager and City Clerk certify budget ordinance amendment 03062025-01 was approved by City Council on March 06, 2025.

 City Manager

 Date

 City Clerk

 Date

TO MAYOR & COUNCIL
APPROVAL: March 06, 2025

FISCAL YEAR 2025
FORM: 03062025-02

BUDGET AMENDMENT

FUND 010 410					
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-470900	Fund Balance Approp. (FY15)	150,000	-	-	150,000
010-0000-470900	Fund Balance Approp. (FY16)	58,000	-	-	58,000
010-0000-598901	Transfer Out (to 410, #15929, FY15)	150,000	-	-	150,000
010-0000-598901	Transfer Out (to 410, #15929, FY16)	58,000	-	-	58,000
FUND 010	TOTAL REVENUES	208,000	-	-	208,000
	TOTAL EXPENDITURES	208,000	-	-	208,000
410-0000-470010-15929	Transfer In (from 010, FY15)	150,000	-	-	150,000
410-0000-470010-15929	Transfer In (from 010, FY16)	58,000	-	-	58,000
410-0000-460110-15929	Reimbursements (NCDOT)	832,000	-	-	832,000
410-1014-550103-15929	Capital - CIP	1,040,000	-	-	1,040,000
FUND 410	TOTAL REVENUES	1,040,000	-	-	1,040,000
	TOTAL EXPENDITURES	1,040,000	-	-	1,040,000
Tracey Grove Bridge, #15929					

A clarification to the Tracey Grove Bridge Project #15929. The amendment above does not change the project budget, it re-affirms the total Council adopted appropriation.

The City Manager and City Clerk certify budget ordinance amendment 03062025-02 was approved by City Council on March 06, 2025.

 City Manager

 Date

 City Clerk

 Date

TO MAYOR & COUNCIL
APPROVAL: March 06, 2025

FISCAL YEAR 2025
FORM: 03062025-03

BUDGET AMENDMENT

FUND 467					
ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
467-0000-470100-G2306	Transfer In (from 067, FY24)	109,300	-	-	109,300
467-0000-420050-G2306	Grant Revenue (NCLWF)	1,120,929	604,625	-	1,725,554
467-0000-420050-G2306	Grant Revenue (NCDWI)	1,897,236	-	-	1,897,236
467-7555-551000-G2306	Capital Outlay - Land/Easement/ROW	609,000	-	-	609,000
467-7555-550103-G2306	Capital Outlay - CIP	2,518,465	604,625	-	3,123,090
FUND 467 Stormwater:	TOTAL REVENUES	3,127,465	604,625	-	3,732,090
Lower Mud Creek #G2306	TOTAL EXPENDITURES	3,127,465	604,625	-	3,732,090

An amendment increasing the Lower Mud Creek Stormwater Restoration Project, #G2306. The City received an additional \$604,625 from the North Carolina Land and Water Fund. This amendment increases the total appropriation for the project to \$3,732,090.

The City Manager and City Clerk certify budget ordinance amendment 03062025-03 was approved by City Council on March 06, 2025.

 City Manager

 Date

 City Clerk

 Date

TO MAYOR & COUNCIL
APPROVAL: March 06, 2025

FISCAL YEAR 2024
FORM: 03062025-04

BUDGET AMENDMENT

FUND 301 460					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
301-0000-420050-G2204	Grant Revenue (NCDEQ 2022)	-		-	-
301-1002-598901-G2204	Transfer Out (to 460, #16023)	-	-	-	-
301-1002-598901-G2204	Transfer Out (to 460, #21045)	-	-	-	-
FUND 301, #G2204	TOTAL REVENUES	-	-	-	-
2022 NCDEQ Grant	TOTAL EXPENDITURES	-	-	-	-
460-0000-420050-21045	Grant Revenue (NCDEQ 2022)	1,378,216	-	-	1,378,216
460-1014-550103-21045	Capital Outlay CIP	1,378,216	-	-	1,378,216
FUND 460	TOTAL REVENUES	1,378,216	-	-	1,378,216
WWTP Aeration, #21045	TOTAL EXPENDITURES	1,378,216	-	-	1,378,216
460-0000-420050-16023	Grant Revenue (NCDEQ 2022)	3,621,784	-	-	3,621,784
460-0000-470100-16023	Transfer In (from '22 NCDEQ, #G2204)	-	-	-	-
460-0000-470100-16023	Transfer In (from 459)	-	400,000	-	400,000
460-1014-550103-16023	Capital Outlay CIP	3,621,784	-	-	3,621,784
460-1014-550102-16023	Capital Outlay Services and Fees	-	400,000	-	400,000
FUND 460	TOTAL REVENUES	3,621,784	400,000	-	4,021,784
WWTP UV Project, #16023	TOTAL EXPENDITURES	3,621,784	400,000	-	4,021,784

An amendment correcting a clerical item in the WWTP UV Project, #16023 for tracking purposes.

The City Manager and City Clerk certify budget ordinance amendment 03062025-04 was approved by City Council on March 06, 2025.

 City Manager

 Date

 City Clerk

 Date



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Krystal Powell

MEETING DATE: March 6, 2025

AGENDA SECTION: CONSENT

DEPARTMENT: Finance

TITLE OF ITEM: Resolution Authorizing Sale of Stock – *Krystal Powell, Finance Director*

SUGGESTED MOTION(S):

I move City Council to adopt a Resolution to Authorize the Sale of Stock, as presented by current Finance Director.

SUMMARY:

Attached for City Council's consideration is a proposed Resolution to Authorize the Sale of Stock as presented.

ATTACHMENTS:

Draft Resolution

Resolution # __ - ____

RESOLUTION AUTHORIZING THE SALE OF STOCK

WHEREAS, The City currently holds 95.18 shares of Duke Power stock bequeathed to the City of Hendersonville Police Department; and

WHEREAS, the City currently holds 95.18 additional shares of Duke Power stock bequeathed to the City of Hendersonville Police Department – Police K9 Unit; and

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

1. The Finance Director, Krystal Powell is authorized to sell all shares of Duke Power stock held in the name of City of Hendersonville Police Department and City of Hendersonville – Police K9 Unit.

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

Barbara G. Volk, Mayor, City of Hendersonville

Attest:

Jill Murray, City Clerk

Approved:

Krystal Powell, Finance Director

Approved as to form:

Angela S. Beeker, City Attorney



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 03/06/2025
AGENDA SECTION: CONSENT **DEPARTMENT:** Administration
TITLE OF ITEM: March 2025 Project Ordinances and Reimbursement Resolutions –
Adam Murr, Budget & Eval. Director

SUGGESTED MOTION(S):

I move City Council adopt the Project Ordinance and Reimbursement Resolution for the WWTP Belt Filter Press #1 Project, #25002 as presented.

SUMMARY:

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

WWTP Belt Filter Press #1 Project, #25002. A capital project ordinance and reimbursement resolution appropriating \$307,000 to repair the wastewater treatment facility belt press number 1.

BUDGET IMPACT: Attached Project Ordinances and Reimbursement Resolutions.

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

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

ATTACHMENTS:

- 1. Project Ordinances: #25002
- 2. Reimbursement Resolutions: #25002

Ordinance # _____

**CAPITAL PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE
WWTP BELT FILTER PRESS #1 PROJECT, #25002**

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

Section 1: The project authorized is a City project described as the WWTP Belt Filter Press #1 Project, #25002.

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

Account Codes				Account Name	Total Budget
Fund	Dept	Account	Project		
460	7135		25002	Capital Outlay- CIP	\$307,000
Total Project Appropriation					\$307,000

Section 3: The following revenues are anticipated to be available:

Account Codes				Account Name	Total Budget
Fund	Dept	Account	Project		
460	0000	470100	25002	Transfer In (from 060, FY25)	(\$96,000)
460	0000	470100	25002	Transfer In (from 460 #16023)	(\$211,000)
Total Project Appropriation					(\$307,000)

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

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

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

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

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

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

Resolution # _____

**HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE**

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

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

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WWTP BELT FILTER PRESS #1 PROJECT (#25002), ORDINANCE # _____ (the "Projects").

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

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is \$307,000.

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

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

**RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL
TO APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE FRENCH BROAD
RIVER METROPOLITAN PLANNING ORGANIZATION (MPO) FOR CONTINUING,
COOPERATIVE AND COMPREHENSIVE TRANSPORTATION PLANNING**

WHEREAS, it is recognized that a proper transportation system to support movement within and through the French Broad River MPO planning area is highly desirable element of a comprehensive plan for the orderly growth and development of the area, and;

WHEREAS, there are a number of governmental jurisdictions within the French Broad River MPO planning area which have been authorized with implementation and regulatory responsibilities for transportation by North Carolina General Statutes, and;

WHEREAS, it is desirable that coordinated, comprehensive and cooperative transportation planning processes be maintained in the French Broad River MPO planning area to ensure that the transportation system is maintained on an efficient and economical basis commensurate with the public health, safety and welfare, and;

WHEREAS, a Memorandum of Understanding between the City/Town/Village/County of Asheville, Biltmore Forest, Black Mountain, Buncombe, Canton, Clyde, Flat Rock, Fletcher, Haywood, Henderson, Hendersonville, Laurel Park, Madison, Maggie Valley, Mars Hill, Mills River, Montreat, Waynesville, Weaverville, Woodfin, and the North Carolina Department of Transportation has been entered into that sets forth the responsibilities and working arrangements for maintaining a continuing, comprehensive and cooperative transportation planning process, and;

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

That the Memorandum of Understanding between the City/Town/Village/County of Asheville, Biltmore Forest, Black Mountain, Buncombe, Canton, Clyde, Flat Rock, Fletcher, Haywood, Henderson, Hendersonville, Laurel Park, Madison, Maggie Valley, Mars Hill, Mills River, Montreat, Waynesville, Weaverville, Woodfin, and the North Carolina Department of Transportation be approved and that the Mayor and City Clerk are hereby directed to enter into and execute the Memorandum of Understanding.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

This resolution was offered by _____ and seconded by _____ and upon being put to a vote was carried _____ on the 8th of January 2025.

**MPO MEMORANDUM OF UNDERSTANDING
FOR
CONTINUING, COOPERATIVE AND COMPREHENSIVE TRANSPORTATION
PLANNING**

Between

THE CITY/TOWN/VILLAGE/COUNTY OF ASHEVILLE, BILTMORE FOREST, BLACK MOUNTAIN, BUNCOMBE, CANTON, CLYDE, FLAT ROCK, FLETCHER, HAYWOOD, HENDERSON, HENDERSONVILLE, LAUREL PARK, MADISON, MAGGIE VALLEY, MARS HILL, MILLS RIVER, MONTREAT, WAYNESVILLE, WEAVERVILLE, WOODFIN AND THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION (hereinafter collectively, “the parties”),

IN COOPERATION WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION

WITNESSETH;

THAT WHEREAS, the parties desire to enter into a Memorandum of Understanding for Cooperative, Comprehensive, and Continuing Transportation Planning, regarding the French Broad River Metropolitan Planning Organization (MPO); and

WHEREAS, each MPO is required to develop a Metropolitan Transportation Plan in cooperation with NCDOT and in accordance with 23 U.S.C., Section 134, and a Comprehensive Transportation Plan as per Chapter 136, Article 3A, Section 136-66.2(a) of the General Statutes of North Carolina, and any subsequent applicable amendments to these statutes and any implementing regulations; and

WHEREAS, these transportation plans, once adopted by the MPO and NCDOT, shall be the basis for future transportation improvements within the MPO.

NOW THEREFORE, the following Memorandum of Understanding is made:

Section 1: Establishment of the French Broad River Metropolitan Planning Organization (MPO)

It is hereby agreed that the parties, in cooperation with the UNITED STATES DEPARTMENT OF TRANSPORTATION, will participate in a continuous planning process as related in the following paragraphs:

1. The area involved, the French Broad River Metropolitan Planning Area, will be the Asheville Urbanized Area as defined by the United States Department of Commerce, Bureau of the Census, including that area beyond the existing urbanized area boundary that is expected to become urban within a twenty year

planning period. This area is hereinafter referred to as the Metropolitan Planning Area (MPA).

2. The MPA will be periodically reassessed and revised in the light of new developments and basic data projections.
3. Transportation planning will be a continuing, comprehensive, and cooperative process and all planning discussions will be reflective of and responsive to the programs of the NCDOT, and to the comprehensive plans for growth and development of the City of Asheville, Town of Biltmore Forest, Town of Black Mountain, Buncombe County, Town of Canton, Town of Clyde, Village of Flat Rock, Town of Fletcher, Haywood County, Henderson County, City of Hendersonville, Henderson County, Town of Laurel Park, Madison County, Town of Maggie Valley, Town of Mars Hill, Town of Mills River, Town of Montreat, Town of Waynesville, Town of Weaverville, and Town of Woodfin.
4. The continuing transportation planning process will be in accordance with the intent, procedures, and programs of Title VI of the Civil Rights Act of 1964, as amended.
5. Transportation policy decisions within the planning area are the responsibility of the MPO in cooperation with the Asheville City Council, Town of Biltmore Forest Board of Commissioners, Black Mountain Town Council, Buncombe County Board of Commissioners, Canton Board of Aldermen, Clyde Board of Aldermen, Village of Flat Rock Council, Fletcher Town Council, Haywood County Board of Commissioners, Henderson County Board of Commissioners, Hendersonville City Council, Laurel Park Town Council, Madison County Board of Commissioners, Maggie Valley Board of Aldermen, Mars Hill Town Council, Mills River Town Council, Montreat Board of Commissioners, Waynesville Town Council, Weaverville Town Council, Woodfin Town Council, and the NCDOT.
6. Transportation plans and programs and land use policies and programs, for the MPA, having regional impacts will be coordinated with MPOs and RPOs that share a boundary with the MPO, and other municipalities and counties in the region.

Section 2: Establishment of a Governing Board

A French Broad River Metropolitan Planning Organization Governing Board, hereinafter referred to as the Board, is hereby established with the responsibility for serving as a forum for cooperative transportation planning decision making for the MPO. The Board

is the policy board of the MPO. By definition, in 23 U.S.C. §134(b)(2), the Board is the MPO.

1. The Board shall consist of representatives appointed by member Boards of Local Government and members of the North Carolina Board of Transportation (BOT). Each member Board of Local Government and the BOT may also, at its sole discretion, appoint an alternate member to serve in the member's absence. The Board representative and the alternate member appointed by Boards of Local Government must be an elected official of the appointing Board of Local Government.
2. Every voting Board member and alternate shall comply with the State Government Ethics Act as per Chapter 138A of the NC General Statutes and the Ethics provisions of Chapter 136-200.2 of the NC General Statutes.
3. The Board members shall have the responsibility for keeping their respective Boards of Local Government informed of the status and requirements of the transportation planning process; assisting in the dissemination and clarification of the decisions, inclinations, and policies of the boards; and ensuring meaningful public participation in the transportation planning process.
4. The Board, in cooperation with NCDOT, will be responsible for carrying out the provisions of 23 U.S.C. 134 and NC General Statutes, Chapter 136, including, but not limited to:
 - a. Review and approval of the MPO Unified Planning Work Program, which defines work tasks and responsibilities for the various agencies participating in the transportation planning process;
 - b. Review and approval of changes to the Urbanized Area Boundary and the Metropolitan Planning Area Boundary;
 - c. Review and approval of the MPO's Transportation Improvement Program (TIP) for multi-modal capital and operating expenditures and to ensure coordination between local and State capital and operating improvement programs;
 - d. Endorsement, review and approval of changes to the MPO's adopted Metropolitan Transportation Plan and Comprehensive Transportation Plan. As required by the North Carolina General Statutes Section 136-66.2(d), revisions to the Comprehensive Transportation Plan must be adopted by both the MPO and the NCDOT;

- e. Review and approval of the Public Participation Plan to ensure the public is given ample opportunity to participate in the transportation planning process.
 - f. Development and approval of the Congestion Management Process, the regionally-accepted approach for identifying and implementing strategies to manage congestion that meet State and local needs.
 - g. Endorsement, review and approval of changes to the Federal-Aid Functional Classification System and the Asheville adjusted urbanized area;
 - h. Establishment of goals and objectives for the transportation planning process;
 - i. Provide local input to North Carolina’s transportation project prioritization process; and
 - j. Adoption of Bylaws for the purpose of establishing operating policies and procedures.
 - k. Any other NCDOT, State, and/or Federal required plans and/or documentation, including amendments or modifications to these documents
5. Board Members will vote on matters pursuant to the authority granted by their respective governmental body.

When any project is on an Interstate route, a limited-access highway, or is on a designated Strategic Highway Corridor, any member of the Board may call for a weighted vote regarding project-specific decisions related to the MTIP. The weighted vote must take place at a duly advertised meeting of the Board in which a quorum is present. In a weighed vote, votes of Board members from “directly impacted” jurisdictions will be weighted according to the following table:

Governmental Body	Voting Status	Number of Votes (unweighted)	Weighted votes
Buncombe County	Yes	2	6
Haywood County	Yes	2	6
Henderson County	Yes	2	6
Madison County	Yes	1	3
City of Asheville	Yes	2	6
Town of Biltmore Forest	Yes	1	3
Town of Black Mountain	Yes	1	3

Town of Canton	Yes	1	3
Town of Clyde	Yes	1	3
Town of Flat Rock	Yes	1	3
Town of Fletcher	Yes	1	3
City of Hendersonville	Yes	1	3
Town of Laurel Park	Yes	1	3
Town of Maggie Valley	Yes	1	3
Town of Mars Hill	Yes	1	3
Town of Mills River	Yes	1	3
Town of Montreat	Yes	1	3
Town of Waynesville	Yes	1	3
Town of Weaverville	Yes	1	3
Town of Woodfin	Yes	1	3
NCDOT Board of Transportation (Representative for Division 13)	Yes	1	1
NCDOT Board of Transportation (Representative for Division 14)	Yes	1	1
Rural Transit Representative	Yes	1	1
Urban Transit Representative	Yes	1	1
Total number of voting members		28	76*

*Weighted votes are subject to the weighted vote provisions and unlikely to include weighted votes for all voting members.

“Directly Impacted” Defined. “Directly impacted” jurisdictions shall include Municipalities where any portion of the project is within the Municipality’s corporate limits or sphere of influence, and shall include Counties where any portion of the project is within the County’s unincorporated area and outside the sphere of influence of any municipality. Sphere of influence shall include extraterritorial jurisdiction, pending annexation areas, or areas covered by a Resolution of Intent to annex.

Veto Power

When any project is on a road that does not carry an Interstate route designation, is not located on a limited-access highway, or is not a designated Strategic Highway Corridor, any member of the Board shall be allowed to call for a veto vote to determine whether a selected project will be excluded from the TIP. In a veto vote, members from jurisdictions that are “directly impacted” by the project may vote to exclude a project from the TIP, provided that every

Board members from the “directly impacted” jurisdictions must be present, and must unanimously vote for the veto. The call for a veto vote can only take place at a duly advertised meeting of the Board in which a quorum is present.

Representatives from each of the following bodies will serve as non-voting members of the Board:

Organization	Voting Status
Federal Highway Administration (FHWA) North Carolina Div.	No
Federal Transit Administration (FTA)	No

Appointment of Transit Representative Positions

The Urban and Rural Transit Representative positions will be appointed for two-year terms.

Urban Transit Representatives will appointed for two-year terms by jurisdictions eligible to receive FTA 5307 funding in the MPO Planning Area. Jurisdictions will rotate appointment responsibilities every two years.

Rural Transit Representatives will appointed for two-year terms by jurisdictions eligible to receive FTA 5311 funding in the MPO Planning Area. Jurisdictions will rotate appointment responsibilities every two years.

6. On the basis of majority vote, the Board may appoint a member of the Committee to act as Chairperson with the responsibility for coordination of the Committee's activities. A staff member of the French Broad River Metropolitan Planning Organization will serve as Secretary to the Committee. A member of any local elected board may serve as an alternate to the designated Board member for each member. The MPO staff shall be notified of changes in Board members and Board alternate members each year and/or as changes are made. As established in its Bylaws, the Board may create subcommittees to assist it in carrying out its responsibilities. Board will meet with the necessary regularity to ensure adequate performance of duties as described herein.

Section 3: Establishment of a Technical Coordinating Committee

A Technical Coordinating Committee (TCC) shall be established with the responsibility of general review, guidance, and coordination of the transportation planning process for the planning area and with the responsibility for making recommendations to the respective local and State governmental agencies and the Board regarding any necessary actions relating to the continuing transportation planning process.

1. The TCC shall be responsible for development, review and recommendation for approval by the Board of the Unified Planning Work Program, Transportation Improvement Program, Metropolitan Planning Area Boundary, Metropolitan Transportation Plan, Comprehensive Transportation Plan, Public Participation Plan, and any other NCDOT, State, and/or Federal required plans and/or documentation, including amendments or modifications to these documents.
2. Membership of the TCC shall include technical representatives from all local and State governmental agencies directly related to and concerned with the transportation planning process for the planning area. The TCC shall be comprised of the following members:

TCC Member Organization	Voting Status	No. of Votes
City of Asheville	Yes	1
Town of Biltmore Forest	Yes	1
Town of Black Mountain	Yes	1
Buncombe County	Yes	1
Town of Canton	Yes	1
Town of Clyde	Yes	1
Village of Flat Rock	Yes	1
Town of Fletcher	Yes	1
Haywood County	Yes	1
Henderson County	Yes	1
City of Hendersonville	Yes	1
Town of Laurel Park	Yes	1
Madison County	Yes	1
Town of Maggie Valley	Yes	1
Town of Mars Hill	Yes	1
Town of Mills River	Yes	1
Town of Montreat	Yes	1
Town of Waynesville	Yes	1
Town of Weaverville	Yes	1
Town of Woodfin	Yes	1
NCDOT Division 13	Yes	1
NCDOT Division 14	Yes	1
NCDOT Transportation Planning Division	Yes	1
City of Asheville Public Transit	Yes	1
Henderson County Public Transit	Yes	1
Buncombe County Public Transit	Yes	1
Haywood County Public Transit	Yes	1
Land of Sky Rural Planning Organization	Yes	1
Total number of voting members		28

Representatives from each of the following bodies will serve as non-voting members of the Technical Coordinating Committee:

Organization	Voting Status
Federal Highways Administration (FHWA)	No
Federal Transit Administration (FTA)	No
Land of Sky Regional Council (LOSRC)	No
Asheville Regional Airport	No
WNC Regional Air Quality Agency	No
NCDOT Regional Safety Engineer	No
NCDOT Freight Representative	No
NCDOT Rail Representative	No
NCDOT Integrated Mobility Division	No
Regional Housing Representative	No
Vulnerable Road Users Representative	No

Appointment of FHWA, FTA, LOSRC, Asheville Regional Airport, WNC Regional Air Quality Agency, and NCDOT positions will be made by those agencies. Appointment of the Regional Housing Representative and Vulnerable Road Users Representative will be at-large appointments, subject to approval by the TCC and Board.

3. The TCC shall meet when it is deemed appropriate and advisable, but will meet with the necessary regularity to ensure adequate performance of duties as described herein. On the basis of majority vote of its membership, the TCC may appoint a member of the Committee to act as Chairperson with the responsibility of coordination of the Committee’s activities. On the basis of majority vote of its membership, the TCC may also appoint a Vice-Chair to lead meetings in the absence of the Chair. Membership to the TCC may be altered on the basis of a majority vote of its membership, provided all agencies with Board membership are represented. TCC membership changes must be approved by the Board.

Section 4: MPO Meetings

The Board and TCC, as well as any established subcommittees, are responsible for carrying out the provisions of North Carolina General Statute Chapter 143, Article 33C regarding open meetings, and Chapter 132 regarding public records. In addition:

1. A quorum is required for transaction of all business, including conducting meetings or hearings, participating in deliberations, or voting upon or otherwise

transacting public business. A quorum consists of 51% of the active members of the Board or TCC, plus as many additional members as may be required to ensure that 51% of possible votes are present. Vacant seats will not count against the quorum.

2. Members or alternates should be identified by name on the meeting attendance log.
3. Per NCGS 143-318.13, regarding TCC and/or Board meetings that are held by use of conference telephone or other electronic means, the LPA shall provide a location and means whereby members of the public may listen to the meeting.
4. Electronic meetings and voting are allowed as long as proper public notice is given and meeting materials are available to the public upon request. Minutes of meetings at which remote participation occurs should reflect which members are physically present and which are not. They should also reflect when members are excused from voting or are excused to leave or rejoin the meeting, just as they would for members who are physically present.
5. Any member who does not attend two consecutive Board/TCC meetings will not be included as part of the membership needed to obtain a quorum after the second meeting. Membership, however, is immediately reinstated by the presence of the most recently appointed member (or his alternate) at any future meeting.

Section 5: Lead Planning Agency Responsibility

The Land of Sky Regional Council shall serve as the Lead Planning Agency and will provide the staff of the MPO, including a Secretary to the Board and the TCC. As such, Land of Sky Regional Council staff will maintain the official records of the MPO and all state and federal reporting and budgetary requirements in cooperation with the NCDOT staff. The Land of Sky Regional Council will further assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Unified Planning Work Program. Additionally, the Land of Sky Regional Council shall coordinate zoning and subdivision approvals within its jurisdiction in accordance with the adopted Comprehensive Transportation Plan.

The Land of Sky Regional Council will be responsible for initially expending locally derived funds and seeking reimbursement from NCDOT in accordance with the respective funding source.

The Land of Sky Regional Council will be responsible for the following functions:

1. Providing a secretary for the Board and the TCC
2. Arranging meetings and agenda
3. Maintaining minutes and records
4. Preparing a Prospectus and Unified Planning Work Program
5. Serving as custodian of all MPO plans and documents
6. Collecting from local governments minutes and resolutions that document transportation plan revisions, and submitting these for mutual adoption by the NCDOT
7. Monitoring the transportation planning process to ensure its execution is in accordance with the MPO goals and objectives
8. Performing other coordinating functions as assigned by the Board as needed
9. Lead responsibility for structuring public involvement in the transportation planning process
10. Preparation of the PL Expenditure Report and other grant/fund management.

The NCDOT will assist in the transportation planning process by providing planning assistance, data and inventories in accordance with the Unified Planning Work Program. The Transportation Planning Division will designate a French Broad River Metropolitan Planning Organization Coordinator to serve as Staff liaison and participant in the French Broad River Metropolitan Planning Organization planning process.

Section 6: Cost Sharing

Activities of the MPO, as set forth in the annually adopted Unified Planning Work Program, are funded with Federal Planning funds distributed through the North Carolina Department of Transportation. These funds require a twenty percent (20%) local match. Dues-paying local government members that are parties to the Memorandum of Understanding agree to fund the local match in an amount in direct proportion to their share of the total population contained in the approved Metropolitan Planning Area. Population figures for determination of local match contribution shall be determined based on the most recent Federal Decennial Census. This funding share shall be invoiced on a regular basis by the Land of Sky Regional Council, acting as Lead Planning Agency, and as recipient of the Federal Planning funds distributed by the North Carolina Department of Transportation. Annual local match funds are non-refundable.

Dues-Paying Members and Responsibilities

Dues-Paying Member	Jurisdictions Included in Population Calculations
City of Asheville	City of Asheville
Buncombe County	Unincorporated Buncombe County (within the MPO Planning Area, Town of Biltmore Forest, Town of Black Mountain, Town of Montreat, Town of Weaverville, Town of Woodfin
Haywood County	Unincorporated Haywood County within the MPO Planning Area, Town of Canton, Town of Clyde, Town of Maggie Valley
Henderson County	Unincorporated Henderson County within the MPO Planning Area, Village of Flat Rock, Town of Fletcher, Town of Laurel Park, Town of Mills River
City of Hendersonville	City of Hendersonville
Madison County	Unincorporated Madison County within the MPO Planning Area, Town of Mars Hill
Town of Waynesville	Town of Waynesville

Any member jurisdiction of the MPO may request planning funds for special studies with local match provided from a single jurisdiction. Those items will be highlighted in the Board-approved UPWP and not be calculated as part of regular MPO dues.

Section 7: Withdrawal from the French Broad River Metropolitan Planning Organization






Parties to this Memorandum of Understanding may terminate their participation in the continuing transportation planning process by giving 180 days written notice to the other parties prior to the date of termination.

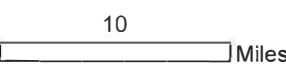
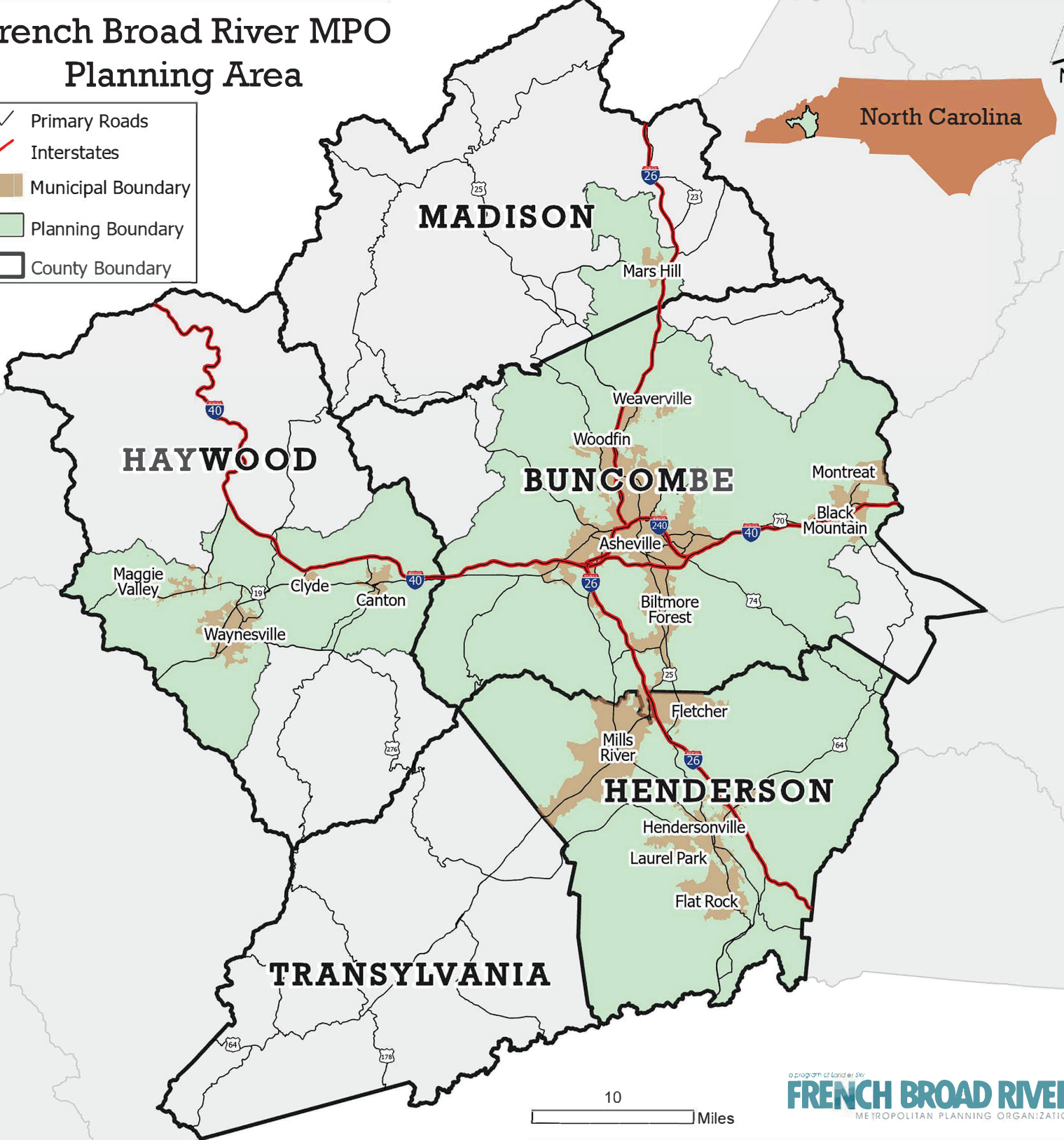
Section 8:

In witness whereof, the parties of this Memorandum of Understanding have been authorized by appropriate and proper resolutions to sign the same, the City of Asheville by its Mayor, The Town of Biltmore Forest by its Mayor, The Town of Black Mountain by its Mayor, the Town of Canton by its Mayor, the Town of Clyde by its Mayor, the Village of Flat Rock by its Mayor, the Town of Fletcher by its Mayor, the City of Hendersonville by its Mayor, the Town of Laurel Park by its Mayor, the Town of Maggie Valley by its Mayor, the Town of Mars Hill by its Mayor, the Town of Mills River by its Mayor, the Town of Montreat by its Mayor, the Town of Waynesville by its Mayor, the Town of Weaverville by its Mayor, the Town of Woodfin by its Mayor, Buncombe County by its Chairman of the Board of Commissioners, Haywood County by the Chairman of the Board of Commissioners, Henderson County by the Chairman of the Board of Commissioners, Madison County by the Chairman of the Board of Commissioners, and the North Carolina Department of Transportation by the Secretary of Transportation. This Memorandum of Understanding becomes effective as of the last day signed. The following pages comprise the signature pages from each party to this Memorandum.

APPENDIX A
MPO PLANNING AREA
ADOPTED (2023)

French Broad River MPO Planning Area

-  Primary Roads
-  Interstates
-  Municipal Boundary
-  Planning Boundary
-  County Boundary



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FRENCH BROAD RIVER
 METROPOLITAN PLANNING ORGANIZATION



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Harrell **MEETING DATE:** March 6,2025

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

TITLE OF ITEM: Assistant Human Resources Director – *Jennifer Harrell, HR Director*

SUGGESTED MOTION(S):

I move City Council adopt the Assistant Human Resources Director position and job description as presented.

SUMMARY: The current Training and Employee Development Human Resources Coordinator is retiring. Staff has taken this opportunity to re-evaluate the current position. Taking into consideration succession planning, staff has determined an Assistant Human Resources Director will be most beneficial to the city in the years to come. This position will not only focus on training, employee development, service excellence and wellness but will fully assist the department in the management of the human resources functions of the city.

BUDGET IMPACT: \$0.00

Is this expenditure approved in the current fiscal year budget?

If no, describe how it will be funded.

ATTACHMENTS:

Assistant Human Resources Director job descriptions

FY25 Pay and Classification Schedule with revisions

City of Hendersonville
Pay and Classification Schedule

Market Increase = 5.00% - July 1, 2024 to June 30, 2025 (FY25)

Grade	Position Title	Minimum	Midpoint	Maximum
1	Not Assigned	25,186.26	31,759.39	38,326.94
2	Not Assigned	26,445.57	33,347.36	40,243.28
3	Not Assigned	27,767.85	35,014.73	42,255.44
4	Not Assigned	29,156.24	36,765.46	44,368.22
5	Not Assigned	30,614.06	38,603.73	46,586.62
6	Not Assigned	32,144.76	40,533.93	48,915.96
7	Not Assigned	33,752.00	42,560.61	51,361.75
8	Not Assigned	35,439.59	44,688.64	53,929.84
9	Administrative Assistant I	37,211.58	46,923.08	56,626.33
9	Customer Service Representative I	37,211.58	46,923.08	56,626.33
9	Police Support Specialist I	37,211.58	46,923.08	56,626.33
10	Building Maintenance Apprentice	39,072.15	49,269.23	59,457.66
10	Customer Service Representative II	39,072.15	49,269.23	59,457.66
10	Downtown Services Worker I	39,072.15	49,269.23	59,457.66
10	Environmental Services Worker I	39,072.15	49,269.23	59,457.66
10	Facilities Maintenance Apprentice	39,072.15	49,269.23	59,457.66
10	Fleet Maintenance Technician	39,072.15	49,269.23	59,457.66
10	Line Maintenance Mechanic I	39,072.15	49,269.23	59,457.66
10	Meter Maintenance Technician I	39,072.15	49,269.23	59,457.66
10	Parking Services Ambassador	39,072.15	49,269.23	59,457.66
10	Police Support Specialist II	39,072.15	49,269.23	59,457.66
10	Property Maintenance Worker I	39,072.15	49,269.23	59,457.66
10	Street Maintenance Worker I	39,072.15	49,269.23	59,457.66
10	Traffic Engineering Apprentice	39,072.15	49,269.23	59,457.66
10	WTP Operator I	39,072.15	49,269.23	59,457.66
10	WWTP Operator I	39,072.15	49,269.23	59,457.66
11	Customer Service Representative III	41,025.76	51,732.69	62,430.53
11	Equipment Operator I - CCTV	41,025.76	51,732.69	62,430.53
11	Equipment Operator I - Sewer Cleaning	41,025.76	51,732.69	62,430.53
11	Operations Support Specialist I	41,025.76	51,732.69	62,430.53
11	Police Operations Specialist	41,025.76	51,732.69	62,430.53
11	Utility Billing Specialist I	41,025.76	51,732.69	62,430.53
12	Administrative Assistant II	43,077.05	54,319.32	65,552.06
12	Building Maintenance Technician I	43,077.05	54,319.32	65,552.06
12	Civilian Animal Control Officer	43,077.05	54,319.32	65,552.06
12	Downtown Services Worker II	43,077.05	54,319.32	65,552.06
12	Environmental Services Worker II	43,077.05	54,319.32	65,552.06
12	Equipment Operator II - CCTV	43,077.05	54,319.32	65,552.06
12	Equipment Operator II - Sewer Cleaning	43,077.05	54,319.32	65,552.06
12	Events & Marketing Assistant	43,077.05	54,319.32	65,552.06
12	Evidence Technician	43,077.05	54,319.32	65,552.06
12	Facilities Maintenance Mechanic I	43,077.05	54,319.32	65,552.06
12	Firefighter in Training	43,077.05	54,319.32	65,552.06
12	Fleet Technician I	43,077.05	54,319.32	65,552.06
12	Inflow and Infiltration Technician I	43,077.05	54,319.32	65,552.06
12	Leak Detection Technician I	43,077.05	54,319.32	65,552.06
12	Line Maintenance Mechanic II	43,077.05	54,319.32	65,552.06
12	Meter Maintenance Technician II	43,077.05	54,319.32	65,552.06
12	Operations Support Specialist II	43,077.05	54,319.32	65,552.06
12	Payment Posting Specialist	43,077.05	54,319.32	65,552.06
12	Police Telecommunicator I	43,077.05	54,319.32	65,552.06
12	Property Maintenance Worker II	43,077.05	54,319.32	65,552.06
12	Street Maintenance Worker II	43,077.05	54,319.32	65,552.06
12	Traffic Engineering Technician I	43,077.05	54,319.32	65,552.06
12	Utilities Compliance Technician I	43,077.05	54,319.32	65,552.06
12	Utility Billing Specialist II	43,077.05	54,319.32	65,552.06
12	Utility Location Specialist I	43,077.05	54,319.32	65,552.06
12	Utility Production Specialist	43,077.05	54,319.32	65,552.06
12	Warehouse Specialist	43,077.05	54,319.32	65,552.06
12	WTP Laboratory Technician I	43,077.05	54,319.32	65,552.06
12	WTP Operator II	43,077.05	54,319.32	65,552.06
12	WWTP Laboratory Technician I	43,077.05	54,319.32	65,552.06
12	WWTP Operator II	43,077.05	54,319.32	65,552.06
13	Building Maintenance Technician II	45,230.90	57,035.29	68,829.66
13	Code Enforcement Officer I	45,230.90	57,035.29	68,829.66
13	Downtown Services Worker III	45,230.90	57,035.29	68,829.66
13	Environmental Services Worker III	45,230.90	57,035.29	68,829.66
13	Equipment Operator III - CCTV	45,230.90	57,035.29	68,829.66
13	Equipment Operator III - Sewer Cleaning	45,230.90	57,035.29	68,829.66
13	Facilities Maintenance Mechanic II	45,230.90	57,035.29	68,829.66
13	Firefighter/EMT In Training	45,230.90	57,035.29	68,829.66
13	Fleet Technician II	45,230.90	57,035.29	68,829.66
13	Generator Maintenance Technician I	45,230.90	57,035.29	68,829.66
13	Inflow and Infiltration Technician II	45,230.90	57,035.29	68,829.66

City of Hendersonville
Pay and Classification Schedule

Market Increase = 5.00% - July 1, 2024 to June 30, 2025 (FY25)

Grade	Position Title	Minimum	Midpoint	Maximum
13	Leak Detection Technician II	45,230.90	57,035.29	68,829.66
13	Line Maintenance Mechanic III	45,230.90	57,035.29	68,829.66
13	Meter Maintenance Technician III	45,230.90	57,035.29	68,829.66
13	Operations Support Specialist III	45,230.90	57,035.29	68,829.66
13	Police Officer In Training	45,230.90	57,035.29	68,829.66
13	Police Telecommunicator II	45,230.90	57,035.29	68,829.66
13	Property Maintenance Worker III	45,230.90	57,035.29	68,829.66
13	Senior Utility Production Specialist	45,230.90	57,035.29	68,829.66
13	Senior Warehouse Specialist	45,230.90	57,035.29	68,829.66
13	Street Maintenance Worker III	45,230.90	57,035.29	68,829.66
13	Traffic Engineering Technician II	45,230.90	57,035.29	68,829.66
13	Utilities Compliance Technician II	45,230.90	57,035.29	68,829.66
13	Utility Billing Analyst	45,230.90	57,035.29	68,829.66
13	Utility Location Specialist II	45,230.90	57,035.29	68,829.66
13	WTP Laboratory Technician II	45,230.90	57,035.29	68,829.66
13	WWTP Laboratory Technician II	45,230.90	57,035.29	68,829.66

14	Accounting Coordinator I	47,492.45	59,887.05	72,271.14
14	Administrative Assistant III	47,492.45	59,887.05	72,271.14
14	Building Maintenance Technician III	47,492.45	59,887.05	72,271.14
14	Downtown Event Coordinator	47,492.45	59,887.05	72,271.14
14	Facilities Maintenance Mechanic III	47,492.45	59,887.05	72,271.14
14	Fire and Life Safety Educator	47,492.45	59,887.05	72,271.14
14	Fire Inspector I	47,492.45	59,887.05	72,271.14
14	Firefighter/EMT I	47,492.45	59,887.05	72,271.14
14	Fleet Technician III	47,492.45	59,887.05	72,271.14
14	Generator Maintenance Technician II	47,492.45	59,887.05	72,271.14
14	Inflow and Infiltration Technician III	47,492.45	59,887.05	72,271.14
14	Leak Detection Technician III	47,492.45	59,887.05	72,271.14
14	Parking Services Supervisor	47,492.45	59,887.05	72,271.14
14	Police Telecommunicator III	47,492.45	59,887.05	72,271.14
14	Project Coordinator I	47,492.45	59,887.05	72,271.14
14	Utilities Compliance Technician III	47,492.45	59,887.05	72,271.14
14	Utility Location Specialist III	47,492.45	59,887.05	72,271.14
14	WTP Laboratory Technician III	47,492.45	59,887.05	72,271.14
14	WTP Operator III	47,492.45	59,887.05	72,271.14
14	WWTP Laboratory Technician III	47,492.45	59,887.05	72,271.14
14	WWTP Operator III	47,492.45	59,887.05	72,271.14

15	Accounting Coordinator II	49,867.06	62,881.41	75,884.70
15	Asset Management Coordinator I	49,867.06	62,881.41	75,884.70
15	Assistant Fire Marshal	49,867.06	62,881.41	75,884.70
15	Building Maintenance Crew Leader	49,867.06	62,881.41	75,884.70
15	Code Enforcement Officer II	49,867.06	62,881.41	75,884.70
15	Crew Leader CCTV	49,867.06	62,881.41	75,884.70
15	Crew Leader Sewer Cleaning	49,867.06	62,881.41	75,884.70
15	Downtown Services Crew Leader	49,867.06	62,881.41	75,884.70
15	Environmental Services Crew Leader	49,867.06	62,881.41	75,884.70
15	Facilities Maintenance Crew Leader	49,867.06	62,881.41	75,884.70
15	GIS Technician I	49,867.06	62,881.41	75,884.70
15	Instrumentation & Electrical Technician I	49,867.06	62,881.41	75,884.70
15	Line Maintenance Crew Leader	49,867.06	62,881.41	75,884.70
15	Police Investigator	49,867.06	62,881.41	75,884.70
15	Police Officer I	49,867.06	62,881.41	75,884.70
15	Police Telecommunications Supervisor	49,867.06	62,881.41	75,884.70
15	Property Maintenance Crew Leader	49,867.06	62,881.41	75,884.70
15	Senior Firefighter	49,867.06	62,881.41	75,884.70
15	Senior Generator Maintenance Technician	49,867.06	62,881.41	75,884.70
15	Street Maintenance Crew Leader	49,867.06	62,881.41	75,884.70

16	Accountant I	52,360.41	66,025.48	79,678.94
16	Communications Coordinator I	52,360.41	66,025.48	79,678.94
16	Downtown Coordinator I	52,360.41	66,025.48	79,678.94
16	Engineering Technician I	52,360.41	66,025.48	79,678.94
16	Fire Engineer	52,360.41	66,025.48	79,678.94
16	Fleet Coordinator	52,360.41	66,025.48	79,678.94
16	Human Resources Coordinator I	52,360.41	66,025.48	79,678.94
16	Instrumentation & Electrical Technician II	52,360.41	66,025.48	79,678.94
16	Management Analyst I - Budget	52,360.41	66,025.48	79,678.94
16	Management Analyst I - Strategy & Performance	52,360.41	66,025.48	79,678.94
16	Planner I	52,360.41	66,025.48	79,678.94
16	Police Detective I	52,360.41	66,025.48	79,678.94
16	Police Officer II	52,360.41	66,025.48	79,678.94
16	Project Coordinator II	52,360.41	66,025.48	79,678.94
16	Traffic Signal Bench/Electronics Technician III	52,360.41	66,025.48	79,678.94

17	Accountant II	54,978.44	69,326.75	83,662.88
17	Asset Management Coordinator II	54,978.44	69,326.75	83,662.88
17	Code Enforcement Officer III	54,978.44	69,326.75	83,662.88
17	Construction Inspector I	54,978.44	69,326.75	83,662.88
17	Downtown Coordinator II	54,978.44	69,326.75	83,662.88
17	Engineering Technician II	54,978.44	69,326.75	83,662.88
17	GIS Technician II	54,978.44	69,326.75	83,662.88
17	Police Detective II	54,978.44	69,326.75	83,662.88
17	Police Officer III	54,978.44	69,326.75	83,662.88
17	Senior Instrumentation & Electrical Technician	54,978.44	69,326.75	83,662.88

**City of Hendersonville
Pay and Classification Schedule**

Market Increase = 5.00% - July 1, 2024 to June 30, 2025 (FY25)

Grade	Position Title	Minimum	Midpoint	Maximum
17	Utilities Compliance Coordinator	54,978.44	69,326.75	83,662.88
17	Utilities Inventory & Purchasing Coordinator	54,978.44	69,326.75	83,662.88
18	Building Maintenance Supervisor	57,727.36	72,793.09	87,846.02
18	Communications Coordinator II	57,727.36	72,793.09	87,846.02
18	Construction Inspector II	57,727.36	72,793.09	87,846.02
18	Engineering Technician III	57,727.36	72,793.09	87,846.02
18	Environmental Services Supervisor	57,727.36	72,793.09	87,846.02
18	Facilities Maintenance Supervisor	57,727.36	72,793.09	87,846.02
18	Fire Lieutenant	57,727.36	72,793.09	87,846.02
18	Fleet Shop Foreman	57,727.36	72,793.09	87,846.02
18	Human Resources Coordinator II	57,727.36	72,793.09	87,846.02
18	Management Analyst II - Budget	57,727.36	72,793.09	87,846.02
18	Management Analyst II - Strategy & Performance	57,727.36	72,793.09	87,846.02
18	Meter Services Supervisor	57,727.36	72,793.09	87,846.02
18	Planner II	57,727.36	72,793.09	87,846.02
18	Police Detective III	57,727.36	72,793.09	87,846.02
18	Police Officer IV	57,727.36	72,793.09	87,846.02
18	Property Maintenance Supervisor	57,727.36	72,793.09	87,846.02
18	Stormwater Technician	57,727.36	72,793.09	87,846.02
18	Street Maintenance Supervisor	57,727.36	72,793.09	87,846.02
18	Traffic Engineering Supervisor	57,727.36	72,793.09	87,846.02
18	Utility Systems Supervisor	57,727.36	72,793.09	87,846.02
18	WTP Chief Operator	57,727.36	72,793.09	87,846.02
18	WTP Laboratory Supervisor	57,727.36	72,793.09	87,846.02
18	WWTP Chief Operator	57,727.36	72,793.09	87,846.02
18	WWTP Laboratory Supervisor	57,727.36	72,793.09	87,846.02
19	Asset Management Coordinator III	60,613.72	76,432.74	92,238.33
19	Billing Supervisor	60,613.72	76,432.74	92,238.33
19	Construction Inspector III	60,613.72	76,432.74	92,238.33
19	Customer Service Supervisor	60,613.72	76,432.74	92,238.33
19	ERP Business Analyst	60,613.72	76,432.74	92,238.33
19	GIS Specialist I	60,613.72	76,432.74	92,238.33
19	IT System Administrator	60,613.72	76,432.74	92,238.33
19	Police Sergeant	60,613.72	76,432.74	92,238.33
19	Purchasing Administrator	60,613.72	76,432.74	92,238.33
20	Civil/Utilities Engineer I	63,644.41	80,254.38	96,850.25
20	Communications Coordinator III	63,644.41	80,254.38	96,850.25
20	Deputy Fire Marshal	63,644.41	80,254.38	96,850.25
20	Human Resources Coordinator III	63,644.41	80,254.38	96,850.25
20	GIS Specialist II	63,644.41	80,254.38	96,850.25
20	Management Analyst III - Budget	63,644.41	80,254.38	96,850.25
20	Management Analyst III - Strategy & Performance	63,644.41	80,254.38	96,850.25
20	Planner III	63,644.41	80,254.38	96,850.25
21	Fire Captain	66,826.64	84,267.10	101,692.76
21	Fire Training Officer	66,826.64	84,267.10	101,692.76
21	Fleet Manager	66,826.64	84,267.10	101,692.76
21	Wastewater Treatment Manager	66,826.64	84,267.10	101,692.76
21	Water Treatment Manager	66,826.64	84,267.10	101,692.76
22	Civil/Utilities Engineer II	70,167.96	88,480.46	106,777.39
22	Police Lieutenant	70,167.96	88,480.46	106,777.39
22	Senior Accountant	70,167.96	88,480.46	106,777.39
22	Utilities Technology Manager	70,167.96	88,480.46	106,777.39
23	Fire Battalion Chief	73,676.36	92,904.48	112,116.26
23	Fire Marshal	73,676.36	92,904.48	112,116.26
23	Public Works Superintendent	73,676.36	92,904.48	112,116.26
24	Assistant Finance Director	77,360.18	97,549.70	117,722.07
24	Assistant Human Resources Director	77,360.18	97,549.70	117,722.07
24	City Clerk	77,360.18	97,549.70	117,722.07
24	Civil/Utilities Engineer III	77,360.18	97,549.70	117,722.07
24	Construction Division Manager	77,360.18	97,549.70	117,722.07
24	Downtown Division Manager	77,360.18	97,549.70	117,722.07
24	GIS Division Manager	77,360.18	97,549.70	117,722.07
24	Information Technology (IT) Manager	77,360.18	97,549.70	117,722.07
24	Planning Division Manager	77,360.18	97,549.70	117,722.07
24	Police Captain	77,360.18	97,549.70	117,722.07
25	Assistant Police Chief	81,228.19	102,427.19	123,608.17
25	Assistant Utilities Director	81,228.19	102,427.19	123,608.17
25	Deputy Fire Chief	81,228.19	102,427.19	123,608.17
26	Staff Attorney	85,289.60	107,548.55	129,788.59
27	Not Assigned	89,554.08	112,925.98	136,278.01
28	Budget & Evaluation Director	94,031.78	118,572.27	143,091.92
28	City Engineer	94,031.78	118,572.27	143,091.92
28	Communications Director	94,031.78	118,572.27	143,091.92
28	Community Development Director	94,031.78	118,572.27	143,091.92
28	Finance Director	94,031.78	118,572.27	143,091.92

City of Hendersonville
Pay and Classification Schedule

Market Increase = 5.00% - July 1, 2024 to June 30, 2025 (FY25)

Grade	Position Title	Minimum	Midpoint	Maximum
28	Fire Chief	94,031.78	118,572.27	143,091.92
28	Human Resources Director	94,031.78	118,572.27	143,091.92
28	Police Chief	94,031.78	118,572.27	143,091.92
28	Public Works Director	94,031.78	118,572.27	143,091.92
28	Stormwater Director	94,031.78	118,572.27	143,091.92
28	Utilities Director	94,031.78	118,572.27	143,091.92
29	Not Assigned	98,733.37	124,500.88	150,246.51
30	Not Assigned	103,670.04	130,725.92	157,758.84
31	Director of Public Services	108,853.54	137,262.23	165,646.77
32	Assistant City Manager	114,296.22	144,125.33	173,929.12
33	Not Assigned	120,011.02	151,331.60	182,625.57
34	Not Assigned	126,011.57	158,898.18	191,756.85
35	Not Assigned	132,312.15	166,843.09	201,344.69
36	Not Assigned	138,927.77	175,185.24	211,411.92

City of Hendersonville
Pay and Classification Schedule

Market Increase = 5.00% - July 1, 2024 to June 30, 2025 (FY25)

Grade	Minimum	Probation Completion (Minimum + 5.0%)	Midpoint
1	25,186.26	26,445.57	31,759.39
2	26,445.57	27,767.85	33,347.36
3	27,767.85	29,156.24	35,014.73
4	29,156.24	30,614.05	36,765.46
5	30,614.06	32,144.76	38,603.73
6	32,144.76	33,752.00	40,533.93
7	33,752.00	35,439.60	42,560.61
8	35,439.59	37,211.57	44,688.64
9	37,211.58	39,072.16	46,923.08
10	39,072.15	41,025.75	49,269.23
11	41,025.76	43,077.05	51,732.69
12	43,077.05	45,230.90	54,319.32
13	45,230.90	47,492.45	57,035.29
14	47,492.45	49,867.06	59,887.05
15	49,867.06	52,360.41	62,881.41
16	52,360.41	54,978.44	66,025.48
17	54,978.44	57,727.36	69,326.75
18	57,727.36	60,613.73	72,793.09
19	60,613.72	63,644.41	76,432.74
20	63,644.41	66,826.63	80,254.38
21	66,826.64	70,167.97	84,267.10
22	70,167.96	73,676.36	88,480.46
23	73,676.36	77,360.18	92,904.48
24	77,360.18	81,228.19	97,549.70
25	81,228.19	85,289.60	102,427.19
26	85,289.60	89,554.08	107,548.55
27	89,554.08	94,031.78	112,925.98
28	94,031.78	98,733.37	118,572.27
29	98,733.37	103,670.04	124,500.88
30	103,670.04	108,853.54	130,725.92
31	108,853.54	114,296.22	137,262.23
32	114,296.22	120,011.02	144,125.33
33	120,011.02	126,011.57	151,331.60
34	126,011.57	132,312.15	158,898.18
35	132,312.15	138,927.76	166,843.09
36	138,927.77	145,874.15	175,185.24

Maximum
38,326.94
40,243.28
42,255.44
44,368.22
46,586.62
48,915.96
51,361.75
53,929.84
56,626.33
59,457.66
62,430.53
65,552.06
68,829.66
72,271.14
75,884.70
79,678.94
83,662.88
87,846.02
92,238.33
96,850.25
101,692.76
106,777.39
112,116.26
117,722.07
123,608.17
129,788.59
136,278.01
143,091.92
150,246.51
157,758.84
165,646.77
173,929.12
182,625.57
191,756.85
201,344.69
211,411.92



JOB DESCRIPTION

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

Assistant Human Resources Director3

Department: Administration

Pay Grade: 24

FLSA Status: Exempt

JOB SUMMARY

Responsible for assisting the Human Resources Director in performing managerial and administrative work focused on planning, organizing, and directing a comprehensive human resources management program for the City of Hendersonville. Responsible for assisting in the development, planning, organizing, implementation and evaluation of the department’s goals and objectives.

An employee in this class is responsible for assisting in the management of the human resources functions for the City of Hendersonville. Assists in analyzing, developing and administering personnel policies and procedures, classification and pay, defining operating policies and procedures for recruitment, selection and retention, employee relations, management and staff development, risk and safety programs, payroll administration, equal employment opportunity, and personnel records. Emphasis of work is on planning, directing, organizing, and evaluating comprehensive employee development, wellness, service excellence programs and related activities for the City of Hendersonville; identifies City wellness and customer service needs and promotes a culture of wellness and customer service through innovative programs and services with the ultimate goal of reducing health risks and addressing identified needs; develops strategies that lead to health improvement initiatives and programming for employees; communicates and promotes, employee development, health and wellness by developing educational materials, conducting workshops and presentations and organizing events; evaluates program effectiveness. This position assesses company-wide developmental needs to drive training initiatives and identifies and arranges suitable training solutions for employees. Works independently with general direction of the Human Resources Director and performance is evaluated based on attainment of specific performance objectives, personal observation, feedback from department managers and employees. May be required to supervise other employees of the Human Resources Department based on assignment by the Human Resources Directory.

ESSENTIAL JOB FUNCTIONS

- Researches, develops, evaluates, interprets, administers and enforces City-wide personnel policies, procedures and programs; determines long-range and short-range program goals and objectives; identifies program mission and scope of services; determines additional employee needs and interests; facilitates changes and/or additions to the program to reflect the changing needs of the employee population.
- Assists in administering comprehensive personnel management programs including recruitment and selection, employee relations, management and staff development, assists in the establishment and maintenance of an effective risk and safety program; payroll administration, equal employment opportunities, classification and pay, employee benefits, performance reviews and merit pay, policy development, and personnel records.
- Responsible for managing the performance review program.
- Assists in payroll review and processing.
- Assists in processing billing payments and performing reconciliation for employee benefits and other deductions as assigned.
- Assists with employee benefit management and annual open enrollment.
- Assists in developing, presenting, clarifying, and explaining personnel program activities to management, employees, City Council or designated committees.
- Assists in resolutions to complex, sensitive and controversial issues involving all aspects of public personnel administration.
- Researches, develops, monitors, and evaluates employee wellness initiatives designed to promote a culture that improves the health and well-being, of employees.
- Assists in ensuring the City's compliance with applicable federal, state and local statutes, laws and regulations; develops contact with monitoring agencies and keeps current with changes in laws, rules, and regulations.
- Contributes to organization strategies by identifying and researching human resources issues, contributing information, analysis, and recommendations to organization strategic thinking and direction.
- Assists with administering the department budget. Assists in assessing the need for additional resources; requests additional funding to support program growth and development; and justifies budget expansion requests to Assistant City Manager and City Manager.
- Prepares purchase requisitions; receives and processes invoices and P-card transactions, monitors department expenditures.
- Assists with presentations, clarifications, and explanations of personnel program activities to management, employees, City Council or designated committees.
- Assists with preparation and submission of all required state and federal HR related reports.
- Assists in conducting and/or monitoring investigations of personnel grievances, complaints, incidents and employee disciplinary actions.
- Conducts training and developmental needs assessments; work with HR and City departments to ensure employee training and education needs are being met.
- Train and coach managers, supervisors and others involved in employee development efforts.
- Develops health education materials, workplace health awareness, health outreach, and educational programs.
- Effectively promotes and markets wellness, employee development, and training programs by utilizing existing resources and in development of target programs.
- Promote knowledge of the City's goals and objectives.
- Provide the necessary tools to meet the development needs of new and current employees.

- Identify the City's specific education and trainings to promote talent and capability.
- Conducts follow-up studies of all completed training to evaluate and measure results.
- Plans and implements innovative and creative approaches to improve employee health, well-being, employee development and training needs.
- Chairperson of the Wellness Committee and the Service Excellence Committee's.
- Responsible for planning, organizing and implementing trainings to include but not limited to the new employee orientation training, newer employee luncheon with question and answer sessions, Crew Leader trainings, retirement seminar and the City of Hendersonville Academy (COHA);
- Plan and organize the annual United Way campaign.
- Conducts research and other studies to determine sources of health and wellness related grants; prepares applications for grant funding, maintains resource materials, evaluates results and produces reports.
- Analyzes and evaluates a wellness program and forms sound, logical recommendations and conclusions.
- Develops and delivers training and educational programs.
- Prepares various correspondence, reports, forms, brochures, flyers, newsletters, and other written materials.
- Assists in the coordination, notification, and/or registration of various presentations, vendor meetings, and special employee events.
- Receives and greets visitors in the department; gives information concerning visitors' needs.
- Performs other related job duties as assigned.

QUALIFICATIONS

Education and Experience:

Bachelor's degree from an accredited college or university with major coursework in human resources management, business administration or related field; and six (6) or more years' progressively responsible and broad-based professional experience in governmental or private sector human resource management; or an equivalent combination of education and experience.

Special Qualifications:

- Possession of a valid driver's license to operate a motor vehicle. Requirements exist at the time of hire and as a condition of continued employment.
- Society of Human Resource Management (SHRM) SCP or CP certification or Public Sector Human Resources Association (PSHRA) SCP or CP required or ability to obtain with eighteen (18) months of hire.

Knowledge, Skills and Abilities:

- Knowledge of accepted theories, practices, and principles associated with public personnel administration and human resource management.
- Knowledge of applicable federal, state, and local laws, regulations, and processes.
- Knowledge of standard personnel programs in job classification, wage and salary structures and compensation administration, employee relations, staff development, payroll administration, risk and safety procedures and administration.
- Knowledge of administrative principles applicable to health and wellness programs.
- Knowledge of training techniques and skill in training program delivery.
- Knowledge of payroll and benefits principles and practices.
- Knowledge of the City's personnel policies.

- Knowledge of business and management principles involved in strategic planning, resource allocation, human resource modeling, leadership techniques and coordination of people and resources.
- Knowledge of equal employment opportunity and affirmative action regulations.
- Knowledge of office practices and procedures; correct usage of grammar, vocabulary and spelling.
- Knowledge of computers and software including database management, and spreadsheets.
- Skill in supervision, motivating, developing and directing employees.
- Skill in publishing and advertising for events and information with newsletters, flyers, rack cards, etc.
- Skill in problem solving, conflict resolution and group facilitation.
- Skill in time management and the use of office equipment and electronic resources.
- Skill in using logic and reasoning to identify the strengths and weaknesses of alternative solutions, conclusions or approaches to problems.
- Skill in working with all levels of the workforce and in facilitating change.
- Ability to plan, organize and direct the work of employees in the fields of payroll administration, risk and safety, recruitment.
- Ability to work independently and to use initiative in managing designated program areas.
- Ability to communicate and present effectively in oral and written forms via computer, telephone and face-to-face.
- Ability to develop and maintain effective working relationships with department heads, supervisors and employees.
- Ability to analyze and assess programs, policies and operational needs and make recommendations for adjustments and changes; implement approved changes.
- Ability to plan and coordinate projects and activities as well as develop and conduct training and orientation programs.
- Ability to be innovative and creative in designing new programs, proposing policy changes and recommending motivational and organizational development.
- Ability to compile, evaluate, and reconcile a variety of payroll and human resource records and reports.
- Ability to apply basic payroll and accounting principles and practice in problem solving challenges arising in payroll and/or employee insurances.
- Ability to be tactful and courteous and maintain confidentiality.
- Ability to plan, organize, and manage multiple personnel management programs.
- Ability to plan and coordinate periodic and annual employee recognition programs.

PHYSICAL DEMANDS

Work in this class is defined as light where the employee must be able to exert up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. An employee must be able to move throughout City facilities freely to perform or observe work. An employee must have such visual acuity as to be able to read and write handwritten and typewritten material including being able to read a computer screen. An employee in this class must be able to talk and hear in order to be able to respond to the public and other employees.

WORK ENVIRONMENT

Work is performed primarily in an office setting with a temperature-controlled environment and is not substantially exposed to adverse environmental 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: Krystal Powell **MEETING DATE:** 3/6/2025

AGENDA SECTION: Consent **DEPARTMENT:** Finance

TITLE OF ITEM: Approval of United Financial, a Division of HomeTrust Bank to Provide Installment Financing for a Pothole Patcher Purchased in Fiscal Year 2025 – *Krystal Powell, Finance Director*

SUGGESTED MOTION(S):

I move that City Council adopt the Resolution by the City of Hendersonville City Council to Approve Financing Terms for the Purchase of a Pothole Patcher as presented.

SUMMARY:

As detailed in the Capital Improvement Plan, the City has purchased a Pothole Patcher totaling \$258,400 which was planned to be financed. Staff is requesting that we again use United Financial for this financing. We used United Financial as well to finance our FY2025 vehicle and equipment purchases. The financing agreement, terms proposed are 7 years at a principal amount not to exceed \$254,700 with an annual rate of 4.44%.

BUDGET IMPACT: \$43,128.11 (principal payment will not start until FY26)

Is this expenditure approved in the current fiscal year budget? No

If no, describe how it will be funded. Capital Project Budget VE023 – Debt Proceeds

ATTACHMENTS:

7-year Proposal

Resolution

Resolution # __ - ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE FINANCING TERMS FOR THE PURCHASE OF A POTHOLE PATCHER

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

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

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

- 1. The City of Hendersonville hereby determines to finance the purchase of a Pothole Patcher through United Financial, in accordance with the proposal dated January 8, 2025. The amount financed shall not exceed \$254,700 with an annual interest rate of 4.44% for a term of 7 years.
- 2. All financing contracts and all related documents for the closing of the financing shall be consistent with the foregoing terms. City staff are hereby authorized to and directed to execute and deliver any financing documents, and to take all such action as they may consider necessary to carry out the financing as contemplated by the proposal and this resolution.
- 3. All actions taken by staff to facilitate the purchase and financing of the Pothole Patcher are hereby ratified.

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

Barbara G. Volk, Mayor, City of Hendersonville

Attest:

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney



United Financial

A Division of HomeTrust Bank

324 Ridgefield Court
Asheville, NC. 28806

January 8, 2025

City of Hendersonville, NC
160 Sixth Ave. E
Hendersonville, NC 28792
ATT: Krystal Powell
Finance Director

Amended Proposal to Reimburse for the Acquisition & Finance of: One (1) New Pothole Patcher

Dear Krystal,

As per your request, we are enclosing our proposal for the above captioned transaction. As we discussed in our last conversation this transaction is structured on an annual basis with seven (7) annual payments beginning one year after funding and each 12 months thereafter. This transaction is calculated at an annual percentage rate of 4.44%. Terms assume a Bank Qualified Tax-Exempt transaction and may require LGC approval.

United Financial will take a security interest only in the equipment we are financing. There are no direct bank closing costs or origination fees related to the transaction and the rate is fixed for the duration of the financial commitment. Please review the PAYMENTS section of the attached proposal regarding rate lock-in periods and rate adjustment terms. The concluding payment on the enclosed repayment schedule is calculated at 101% of the outstanding balance for the first four payments followed by 100% of the remainder of the seven year term. The bank will also document on the same documents as our previous equipment/rolling stock transactions for the City. We will provide them for your review and execution.

If you have any questions or need additional information, please contact me at your convenience. Thank you for the opportunity to provide this proposal to you.

Very truly yours,

John M. Tench
Senior Vice President
Director of Municipal Finance

Ph. #/828-684-5643
Fax #/828-684-5616



United Financial

A Division of HomeTrust Bank

324 Ridgefield Court
Asheville, NC 28806

January 8, 2025

City of Hendersonville, NC
160 Sixth Ave. E
Hendersonville, NC 28792
ATT: Krystal Powell
Finance Director

Amended Proposal to Reimbursement the Acquisition & Finance of: One (1) New Pothole Patcher

Dear Krystal,

As a follow-up to your recent request for a proposal regarding the above referenced transaction, United Financial is pleased to offer a finance proposal as follows:

- LESSOR:** United Financial, *A Division of HomeTrust Bank*
- LESSEE:** City of Hendersonville, NC
- COLLATERAL:** Equipment described above.
- AMOUNT:** Up to \$254,700.00
- START DATE:** Immediately upon funding
- TERM:** Seven Years
- PAYMENTS:** Lease payments will consist of seven (7) annual payments of \$43,128.11 comprised of principal and interest.

Terms will be held for six months from the date of the proposal (also subject to Expiration and Acceptance terms below).
- EXPIRATION:** Lease payment terms quoted herein are subject to transaction being documented by 03/08/2025.
- LEGAL TITLE:** Legal Title to the Equipment during the Lease Term shall vest in the Lessee with Lessor perfecting a first security interest through Equipment Title, UCC, or other filing instruments as may be required by law.
- NET LEASE:** The Lease will be a net lease, under which all cost and responsibility of maintenance, insurance, taxes and other items of a similar nature shall be for the account of Lessee.

Phone 828-684-5643
Fax 828-684-5616

INSURANCE: Lessee shall provide evidence of insurance coverage at the time of delivery of the Equipment, in accordance with the provisions of the Lease. Section 5, Item M.

FINANCIALS: Lessee shall furnish Lessor with its last three, (3) fiscal years financial statements and its latest interim financial statements, plus such other pertinent information as Lessor may reasonably request.

APPROVAL: Closing of the transaction(s) described herein, and the implementation hereof is expressly conditioned upon approval of Lessor's Senior Loan Committee, the receipt, review and acceptance of properly executed documentation acceptable to Lessor, and the absence of any material adverse change in Lessee's financial condition prior to delivery and acceptance of the Equipment.

ACCEPTANCE: Lessee acknowledges that the terms and conditions of this proposal are satisfactory and that upon execution hereof by Lessee this proposal shall constitute a valid and binding obligation of Lessee. As further condition to Lessor's approval hereof, Lessee must acknowledge its acceptance of this proposal by signing below in the space provided and returning it to the Lessor by 02/08/2025.

TERMS PRESENTED IN THIS PROPOSAL SHALL SURVIVE CLOSING.

Important Information You Need to Know About Opening a New Account

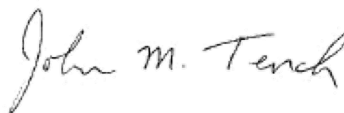
To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business that opens an account.

What This Means for You

When you open an account, we may ask for your name, address, date of birth, and other information that allows us to identify you. We may also ask to see your driver's license or other identifying documents.

If you determine that this finance structure meets the needs of your organization, please have the appropriate officer indicate the chosen option, place their signature at the bottom of this page, and return it to us via fax, email or US Postal Service. Upon receipt of the signed proposal, we will be in touch with you to make provision for documenting the finance. Thank you for the opportunity to submit this proposal letter for your review and approval. Should you have any questions or comments regarding the terms and conditions, or if we can be of any further assistance to you, please do not hesitate to call.

Sincerely,



John M. Tench
Senior Vice President
Director of Municipal Finance

ACCEPTED BY:

SIGNATURE: _____

NAME: _____ **TITLE:** _____ **DATE:** _____

Repayment Sch

Compound Period: Annual

Nominal Annual Rate: 4.440%

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Payment	Interest	Principal	Concluding Payment
Loan			\$ 254,700.00	
1	\$ 43,128.11	\$ 11,308.68	\$ 31,819.43	\$ 225,109.38
2	\$ 43,128.11	\$ 9,895.90	\$ 33,232.21	\$ 191,544.84
3	\$ 43,128.11	\$ 8,420.39	\$ 34,707.72	\$ 156,490.05
4	\$ 43,128.11	\$ 6,879.36	\$ 36,248.75	\$ 119,878.81
5	\$ 43,128.11	\$ 5,269.92	\$ 37,858.19	\$ 80,833.70
6	\$ 43,128.11	\$ 3,589.02	\$ 39,539.09	\$ 41,294.61
7	\$ 43,128.11	\$ 1,833.50	\$ 41,294.61	\$ -
Grand Totals	\$ 301,896.77	\$ 47,196.77	\$ 254,700.00	

Last interest amount increased by 0.02 due to rounding.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Caitlyn Gendusa

MEETING DATE: March 6, 2025

AGENDA SECTION: Presentation

DEPARTMENT: PUBLIC WORKS

TITLE OF ITEM: Brooklyn Community Garden Grand Opening

SUGGESTED MOTION(S): N/A

SUMMARY: This presentation shares an update on the Brooklyn Community Garden expansion and revitalization project and the grand opening on March 20th, 2025.

ATTACHMENTS:

Brooklyn Community Garden Grand Opening PowerPoint slides

Brooklyn Community Garden Expansion & Revitalization



Expansion & Revitalization Efforts



Before



After



Fundraising & Building Community Relationships

In total, the project secured more than **\$55,000** in funding from various non-profits and City of Hendersonville funds. Key community members were also integral in making this project a success.

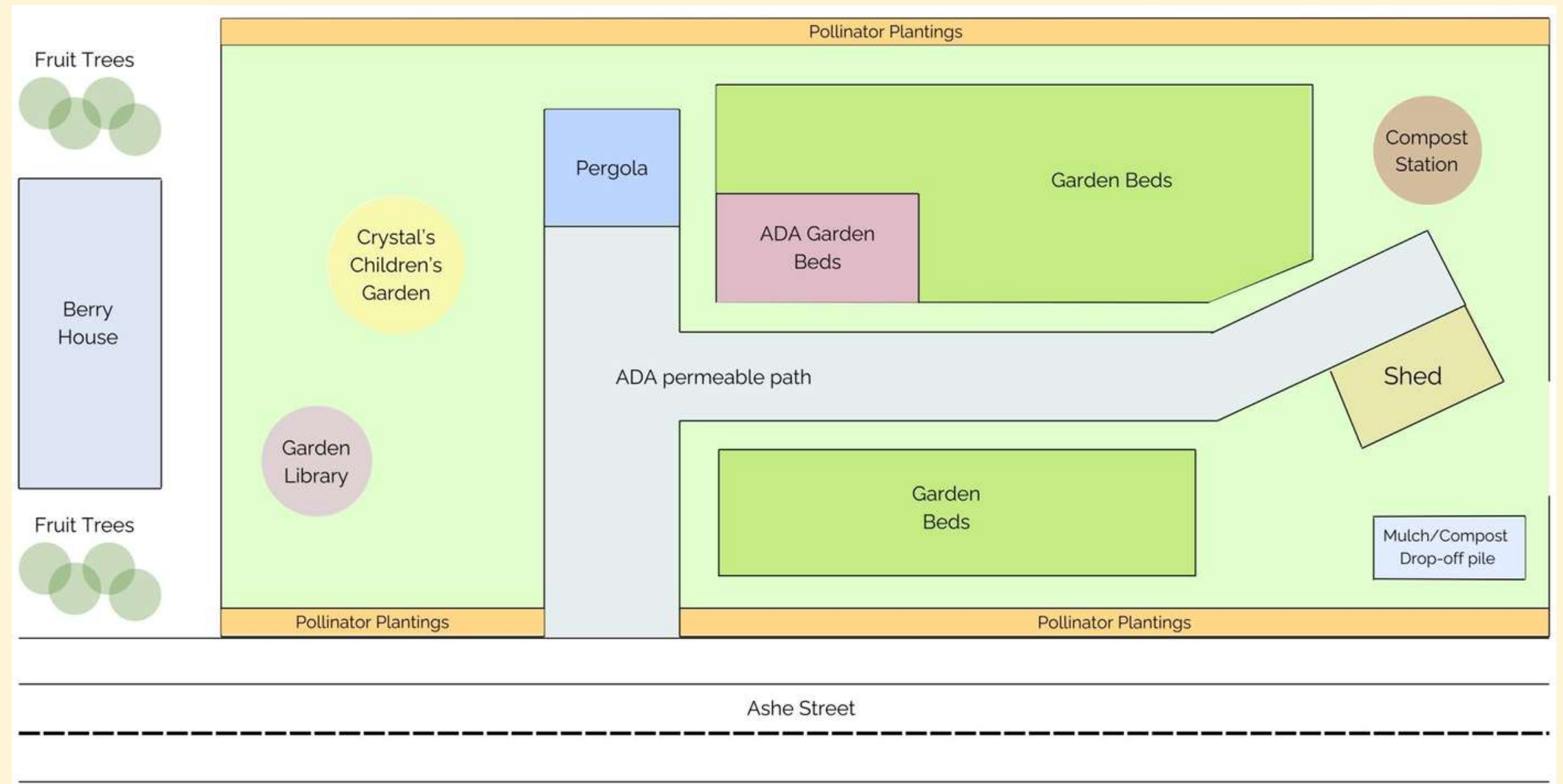


Awarded Funds

- City of Hendersonville awarded Health Babies Bright Futures Grant – \$25,000
- Community Foundation of Henderson County Grant – \$25,000
- City of Hendersonville Environmental Sustainability Board: \$2,500
- City of Hendersonville Sustainability Division funds: \$3,000
- City of Hendersonville Bee City USA program – \$5,000
- The Seed Money Challenge & N.C. Community Garden Partners – \$2,550
- Master Gardeners of Henderson County – \$500

Garden Features

- Perimeter fence for safety and reduce animal intrusions
- ADA and childrens beds to ensure the garden is accessible to everyone
- ADA compliant permeable pathway
- Pollinator plants & fruit trees
- Community pergola
- Blueberry house
- Compost station



Also included is the Crystal's Children's Garden in remembrance of environmental and community activist Crystal Cauley

Get Involved!

Volunteer

- The garden will be maintained by volunteers. To ensure success, volunteers are crucial!

Adopt a garden bed

- Communal, independent, ADA assessible, and non-profit/community group garden beds are available.
- Priority of garden beds is given to members that live within the Green Meadows Community.

To get involved, please email cgendusa@hvlnc.gov

GRAND OPENING

Thursday, March 20th, 2025

4:00p.m.-5:30p.m.

To attend, please RSVP to Sustainability Manager,
Caitlyn Gendusa at cgendusa@hvlnc.gov



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Caitlyn Gendusa **MEETING DATE:** March 6, 2025

AGENDA SECTION: Presentations **DEPARTMENT:** PUBLIC WORKS

TITLE OF ITEM: Duke Energy Business Energy Excellence Award Recognition

SUGGESTED MOTION(S): N/A

SUMMARY: Duke Energy is presenting the City of Hendersonville’s Sustainability Division and Water & Sewer Department with the 2025 Business Energy Excellence (BEE) Award in recognition of their commitment to energy efficiency. This award celebrates a customer’s significant impacts earned through strategic measures within Duke Energy’s business energy efficiency programs.

ATTACHMENTS:

None

CITY OF HENDERSONVILLE ACADEMY (COHA)

This year, we held seventh session of the City of Hendersonville Academy (COHA). The goal of this program is to provide interested employees with a greater comprehension of City operations, services, programs, and monies to enhance their job performance and worth.

The topics were:

January 27 – State & Local government / City organization – John Connet

February 3 – Departments – Multiple speakers

February 10 – Legal/Human Resources Night - Angie Beeker, HR Staff

February 17 - Local Growth / Development – Brittany Brady & Tyler Morrow

February 27 – Budget – Brian Pahle

March 3 – History / Leadership / Recap / participants choice - Lu Ann Welter, Brian Pahle & John Connet

Seven employees participated.

Community Development Downtown – Dakota Parker

Finance – Callie DeHaven & Hannah Stansel

Fire – John Gillespie, Jacob Thompson & Jon Ward

Engineering – Brendan Shanahan

<p>Conservation (Regulated) and Open Space-Conservation (Natural) and is located in a Focused Intensity Node within Chapter 4 of the Gen H Comprehensive Plan.</p> <p>4. Furthermore, we find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:</p> <ol style="list-style-type: none"> 1. The petition proposes to provide additional housing to offset local rental demand. 2. The petition proposes to provide housing on a long vacant, previously developed and underutilized piece of property near commercial corridors and is within walking distance to downtown and the Ecusta Trail. 3. The site plan clusters development impacts outside of the floodway portions of the site. <p style="text-align: center;">[DISCUSS & VOTE]</p>	<ol style="list-style-type: none"> 3. The proposed development is in an area that is prone to flooding and the development does not provide additional mitigation that would benefit future residents (i.e. first floor garages or first floor commercial uses.) First floor commercial is supported by the Gen H comprehensive plan. <p style="text-align: center;">[DISCUSS & VOTE]</p>
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SUMMARY: *The City of Hendersonville is in receipt of an application for a Conditional Rezoning from Travis Fowler of First Victory Inc., applicant and Richard Herman of South Market LLC., property owner. The applicant is requesting to rezone the subject property, PINs 9568-83-4302, 9568-83-2474 and, 9568-83-2082 and located off Greenville Highway, from PCD, Planned Commercial Development to UR-CZD, Urban Residential Conditional Zoning District for the construction of 185 multi-family units on approximately 9.01 acres. This equates to a density of 20.5 units per acre.*

The proposal includes the construction of 1 multi-family structure with a footprint of 58,367 square feet and a gross floor area of 231,037 square feet.

PROJECT/PETITIONER NUMBER:	P24-39-CZD
PETITIONER NAME:	<ul style="list-style-type: none"> • Travis Fowler, First Victory Inc. [Applicant] • Richard Herman (Manager) – South Market LLC [Owner]
ATTACHMENTS:	<ol style="list-style-type: none"> 1. Staff Report 2. Comprehensive Plan Review 3. Neighborhood Compatibility Summary 4. Proposed Site Plan / Elevations 5. Proposed Zoning Map 6. Draft Ordinance 7. Application / Owner Signature Addendum

REZONING: CONDITIONAL REZONING -715 GREENVILLE HIGHWAY MULTI-FAMILY(P24-39-CZD)
CITY OF HENDERSONVILLE - COMMUNITY DEVELOPMENT STAFF REPORT

PROJECT SUMMARY 2

EXISTING ZONING & LAND USE 3

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FUTURE LAND USE 8

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NON-TROPICAL STORM OR HURRICANE RAIN EVENT IMAGES 19

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OUTSTANDING ISSUES & CITY PROPOSED CONDITIONS: 23

REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4) 25

DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT 26



PROJECT SUMMARY

- Project Name & Case #:
 - 715 Greenville Highway Multi-Family
 - P24-39-CZD

- Applicant & Property Owner:
 - Travis Fowler, First Victory Inc. [Applicant]
 - Richard Herman (Manager) – South Market LLC [Owner]

- Property Address:
 - 715 Greenville Highway

- Project Acreage:
 - 9.01 Acres

- Parcel Identification (PIN):
 - 9568-83-4302
 - 9568-83-2474
 - 9568-83-2082

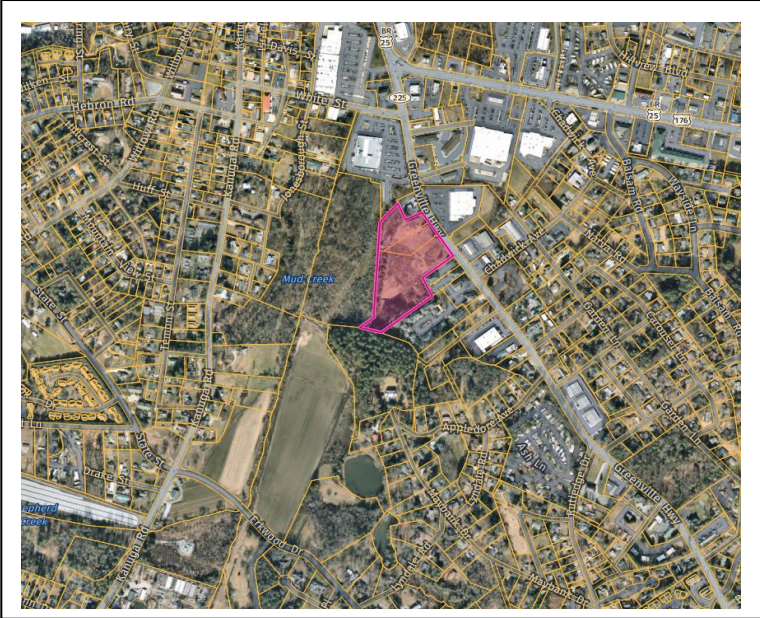
- Current Parcel Zoning:
 - PCD- Planned Commercial Development

- Future Land Use Designation:
 - Open Space-Conservation (Natural)
 - Open Space-Conservation (Regulated)
 - Mixed Use Commercial

- Requested Zoning:
 - UR-CZD-Urban Residential Conditional Zoning District.

- Requested Uses:
 - Residential, Multi-Family

- Neighborhood Compatibility Meeting:
 - July 19, 2024



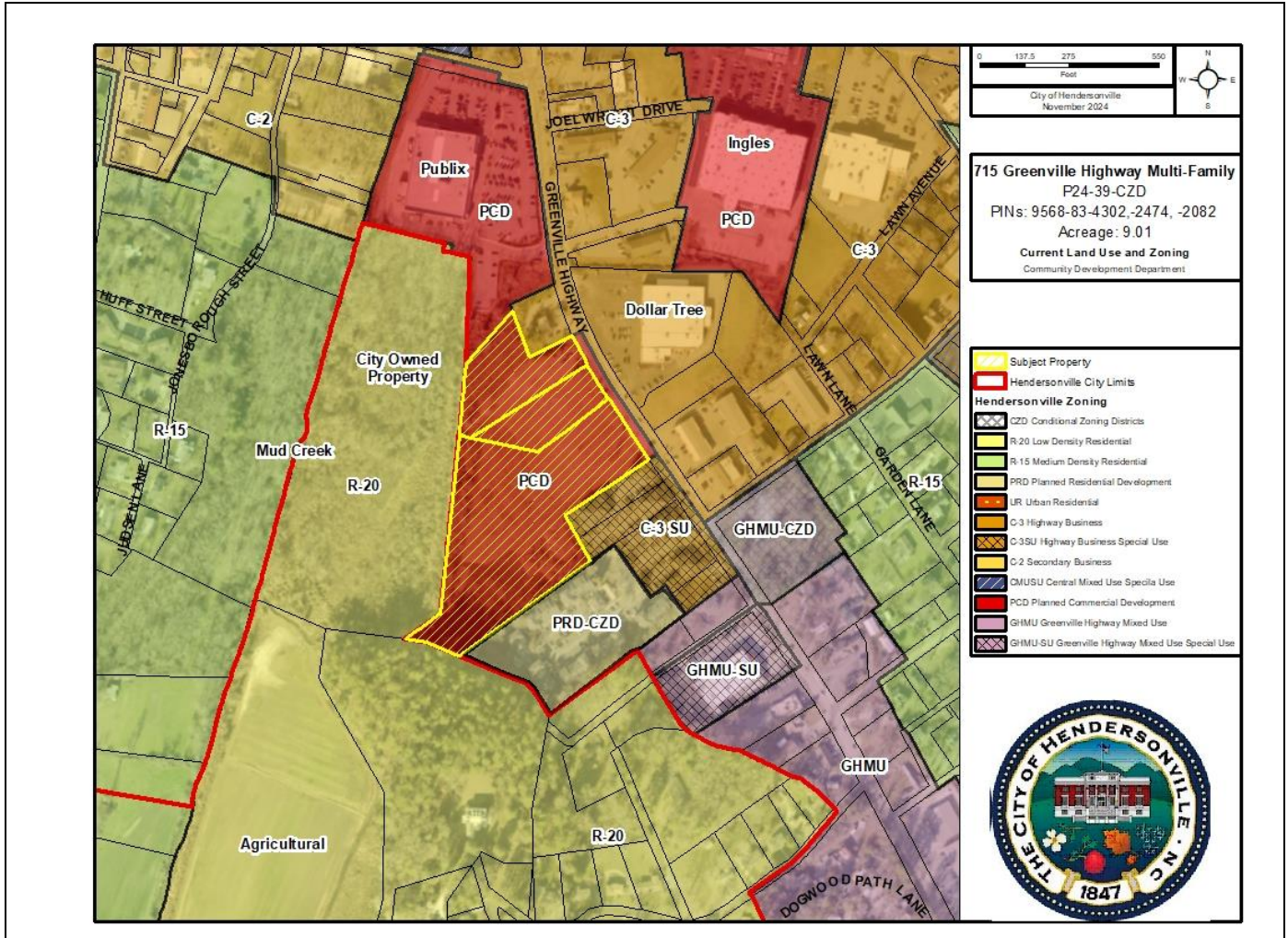
SITE VICINITY MAP

The City of Hendersonville is in receipt of an application for a Conditional Rezoning from Travis Fowler of First Victory Inc., applicant and Richard Herman of South Market LLC., property owner. The applicant is requesting to rezone the subject property, PINs 9568-83-4302, 9568-83-2474 and, 9568-83-2082 and located off Greenville Highway, from PCD, Planned Commercial Development to UR-CZD, Urban Residential Conditional Zoning District for the construction of 185 multi-family units on approximately 9.01 acres. This equates to a density of 20.5 units per acre.

The proposal includes the construction of 1 multi-family structure with a footprint of 58,367 square feet and a gross floor area of 231,037 square feet. Additionally, the development proposes 288 parking spaces.

The proposed site includes floodway, 100 year floodplain and 500 year floodplain within its boundary. The proposed development is shown to be constructed completely outside of the floodway.

EXISTING ZONING & LAND USE



City of Hendersonville Current Zoning & Land Use Map

The three parcels that make up the subject property are currently zoned PCD (Planned Commercial Development) and is attached to an expired Special Use permit. The current zoning was granted by City Council in 2008 for the construction of an 89,200 square feet commercial development. This development was never constructed.

The Greenville Highway corridor consists of Planned Commercial Development and Highway Business zoning before transitioning to mixed used zoning at Chadwick Ave. The mixed-use zoning follows the Greenville Highway frontage corridor for the remainder of the City’s jurisdiction in that direction.

To the west and southwest of the property, you will find traditional single-family districts. These districts are comprised of single family residential, vacant land, farmland and property that has historically been used as flood storage.

The subject property abuts an existing multi-family development to the south. The Residences at Chadwick is a 68-unit apartment project on 3.85 acres under PRD zoning. (18 units per acre and 104 parking spaces).

SITE IMAGES



Typical view of the subject property (10-25-24)



Typical view of the site looking southward towards Chadwick Square. (10-25-24)

SITE IMAGES



*View of the pond that is under a Water Conservation Easement
DB 1668 Pg 98, PB 2016 SL 10216
Army Corp Permit- SAW-2014-00219 (January 2024)*



*View of wetland area on the western portion of the subject
property. (January 2024)*

SITE IMAGES



View of the blueline stream that runs along the western property boundary. (January 2024)



Typical view of property looking northeastern from the southwestern corner. (January 2024)

SITE IMAGES

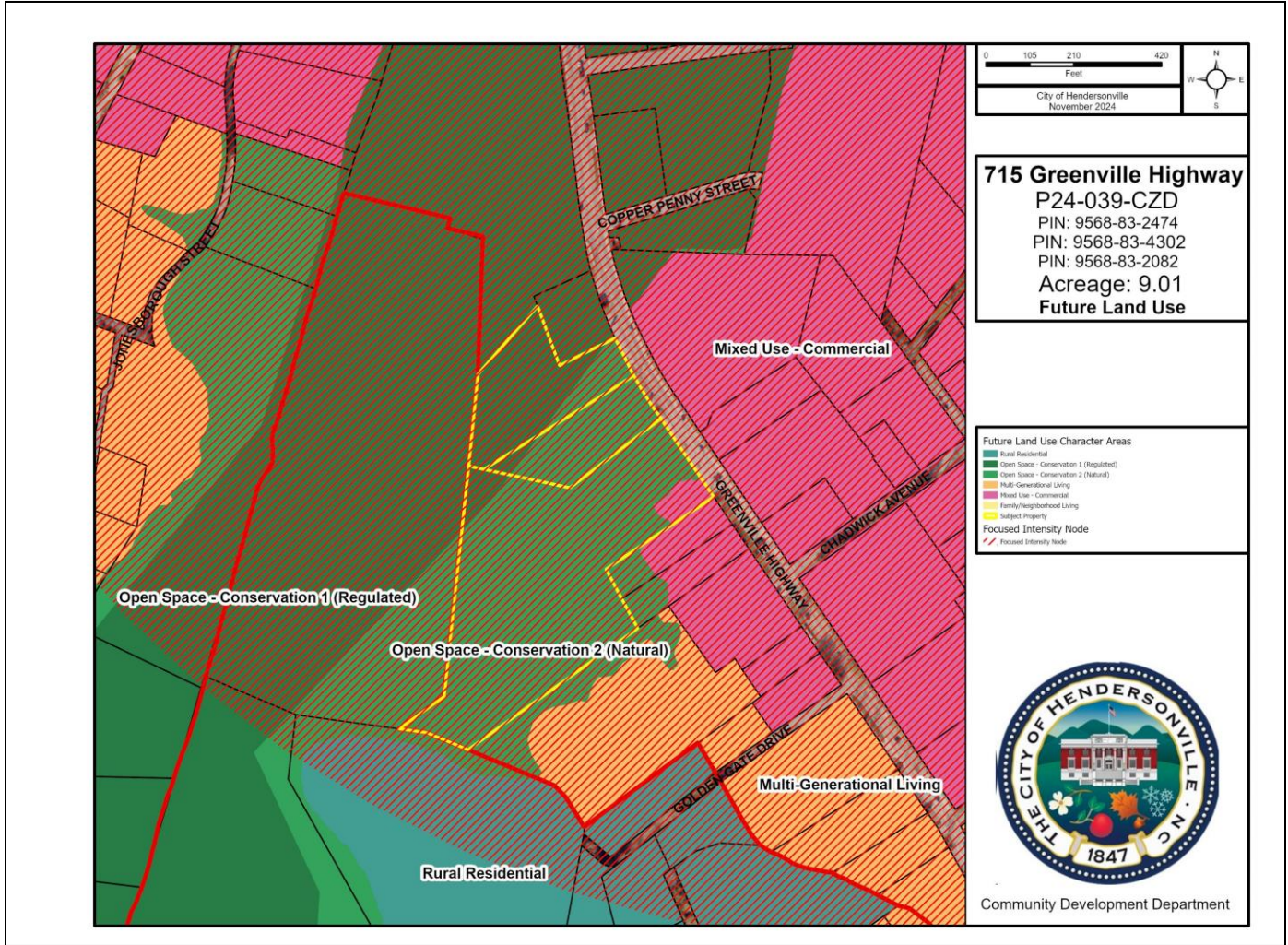


View of southern property frontage looking westward. Area of proposed access #2. (January 2024)



View of existing power lines that are associated with the utility easement on the north side of the site. (January 2024)

FUTURE LAND USE



City of Hendersonville Future Land Use Map

The subject property has split future land use designations. The floodway portions of the property are designated as Open Space-Conservation (Regulated), while the floodplain proportions are designated as Open Space-Conservation (Natural). The small portion of the property that is outside of the flood hazard area is designated as Mixed-Use Commercial. The subject property is within the focused intensity node that encompasses properties near the Spartanburg Highway and Greenville Highway intersection.

The surrounding area has many parcels designated as Open space due to the known floodplain and floodway impacts. Many of these parcels are long standing commercial uses. Very few of these parcels are vacant areas serving as functional floodplain or open space.

REZONING HISTORY

Prior Rezoning (P06-79-SUR)	Summary of Prior Petition	Status
6-5-2008 (R-20 & C-3 to PCD SU)	9.03 acre development for the construction of 6 buildings totaling approximately 89,200 square feet. 316 parking spaces provided.	Expired June 5 th 2013

Full Minutes from City Council Meeting:

<https://library.municode.com/nc/hendersonville/munidocs/munidocs?nodeId=2d9a769a4e52c>

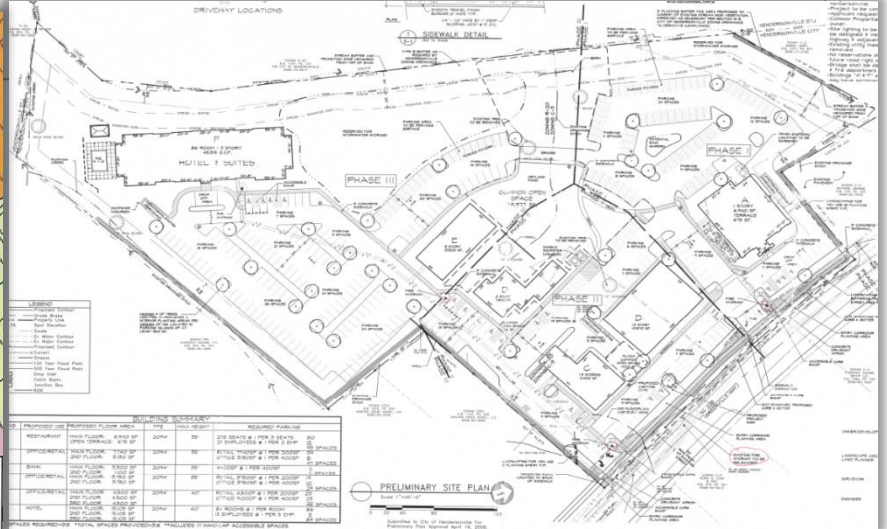
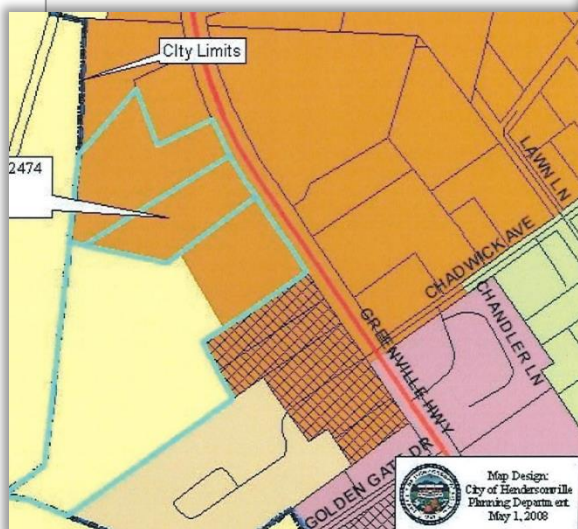
South Market Village

6 Buildings (Total Building Square Footage = 89,200 Sq Ft)

- Building A- Restaurant
 - Floor Area- Main Floor- 6,940 SF, Open terrace 675 SF.
 - 35' Max Height
- Building B- Office/Retail
 - Floor Area- Main Floor- 7,740 SF, 2nd floor 3,130 SF.
 - 35' Max Height
- Building C- Bank
 - Floor Area- Main Floor- 3,300 SF, 2nd floor 1,100 SF.
 - 35' Max Height
- Building D- Office/Retail
 - Floor Area- Main Floor- 3,750 SF, 2nd floor 3,750 SF.
 - 35' Max Height
- Building E- Office/Retail
 - Floor Area- Main Floor- 4,500 SF, 2nd floor 4,500 SF, 3rd floor 4,500 SF.
 - 40' Max Height
- Building F- Hotel
 - Floor Area- Main Floor- 15,105 SF, 2nd floor 15,105 SF, 3rd floor 15,105 SF.
 - 40' Max Height

Parking:

- Included surface parking with pervious parking in certain areas.
 - 315 spaces required.
 - 316 spaces proposed.



STAFF SITE PLAN REVIEW – SUMMARY COMMENTS**PROPOSED REQUEST DETAILS**

Site Plan Summary:

- Proposed Uses:
 - Residential, Multi-Family

- Building:
 - 185 Units
 - Gross Floor area: 231,037 SF
 - Building footprint: 58,367 SF (14.8% of the site)
 - 4 stories (52' at the highest point, per the civil plans)
 - The building/site is required to meet all building and design requirements of Urban Residential developments, and this includes but is not limited to building materials, building offsets, building projections, building orientation, building scale, etc.

- Transportation:
 - The site will have two access points, both off of Greenville Highway (NC 225).
 - Access 1 (northern access) is shown as a full access stop control with 100 feet of stem length as per NCDOT guidelines. The plan also shows a dedicated left turn lane on the NC 225 northbound approach and a dedicated right decel lane on the NC 225 southbound approach.
 - Access 2 (southern access) is shown as a right-in/right-out access stop control and has a 50' stem length as per NCDOT. The plan also shows the installation of a dedicated right turn lane on the NC 225 southbound approach.
 - The developer is dedicating 40' of R/W from the center line of Greenville Highway to NCDOT to aid in any future improvements of the major thoroughfare. There appears to be no recorded R/W for this property along Greenville Highway.

- Sidewalks
 - A 7' wide public sidewalk will be provided along the entire property frontage of Greenville Highway. This sidewalk will tie into the existing sidewalk at Chadwick Square. All frontage sidewalks will be constructed within the right of way or easement area and will be publicly maintained by the City. All internal sidewalks will be privately maintained by the developer.

- Lighting
 - All site lighting will be required to conform to the City's lighting standards for multi-family developments as well as lighting for areas abutting stream buffers.

- Parking:
 - Parking required at 1 per each dwelling unit or 1.5 per each dwelling unit containing three or more bedrooms:
 - Parking required: 193 spaces.
 - Parking provided: 288 spaces (8 handicapped parking spaces)
 - The site plan shows 2 electronic charging stations for the development.

- Natural Resources
 - According to the 2008 floodplain maps, all portions of this property except for a +/- 1536 SF section at the southeastern corner are within flood hazard areas. The subject property has floodway, 100 year floodplain and 500 year floodplain all present on it.
 - The proposed development is shown completely outside of the floodway portions of the property, except for conceptual locations for at-grade walking trails with benches as shown on the plans. They are however proposing to build in the 100- and 500-year floodplain portions. If approved by the City Council, the development would be required to receive a floodplain development permit during final site plan review from the City's Floodplain Administrator.
 - Historic imagery from 2002 (below) shows the commercial uses that were once present on the site.



- Reviewing historic aerial imagery and available documents. It appears the site has had quite an extensive amount of grading throughout the years. It also appears that fill has been placed on the site as well. (photo below from 2010)

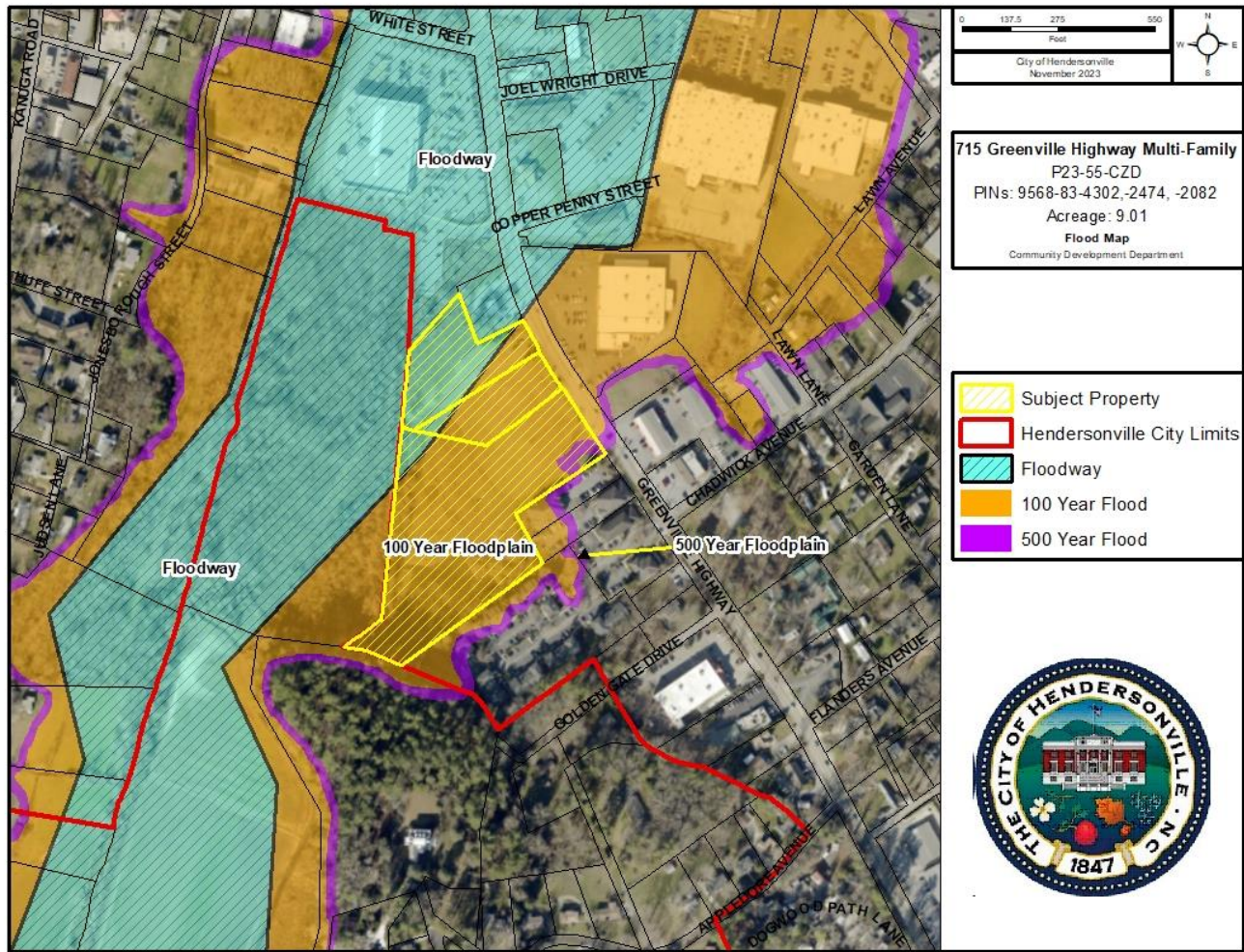


- Per Article 17, this project would be considered “redevelopment” in accordance with section “17-2-4 - Redevelopment in the floodway and special flood hazard area”. The ordinance states “The proposal is to redevelop an existing developed site as of the date of this ordinance evidenced by substantial coverage of the site by buildings, fill, gravel or paved drives or parking areas or other impervious surfaces.”
- Historically, some areas of the city's planning jurisdiction were developed despite the fact that they lie within the 100-year floodplain. In order to address concerns about urban blight, section 17-2-4 allows redevelopment to occur on existing developed sites which no longer function as natural flood plain and when such redevelopment will not result in any further loss of flood-plain functionality. Where feasible, redevelopment proposals should demonstrate an improvement in the site's functionality as a flood plain. In light of this intent, redevelopment of existing developed sites shall be permitted within the floodway and special flood hazard area only when the applicant has satisfactorily demonstrated that they meet the requirements of section 17-2-4.
- Any redevelopment that occurs in accordance with the zoning ordinance

must adhere to the requirements:

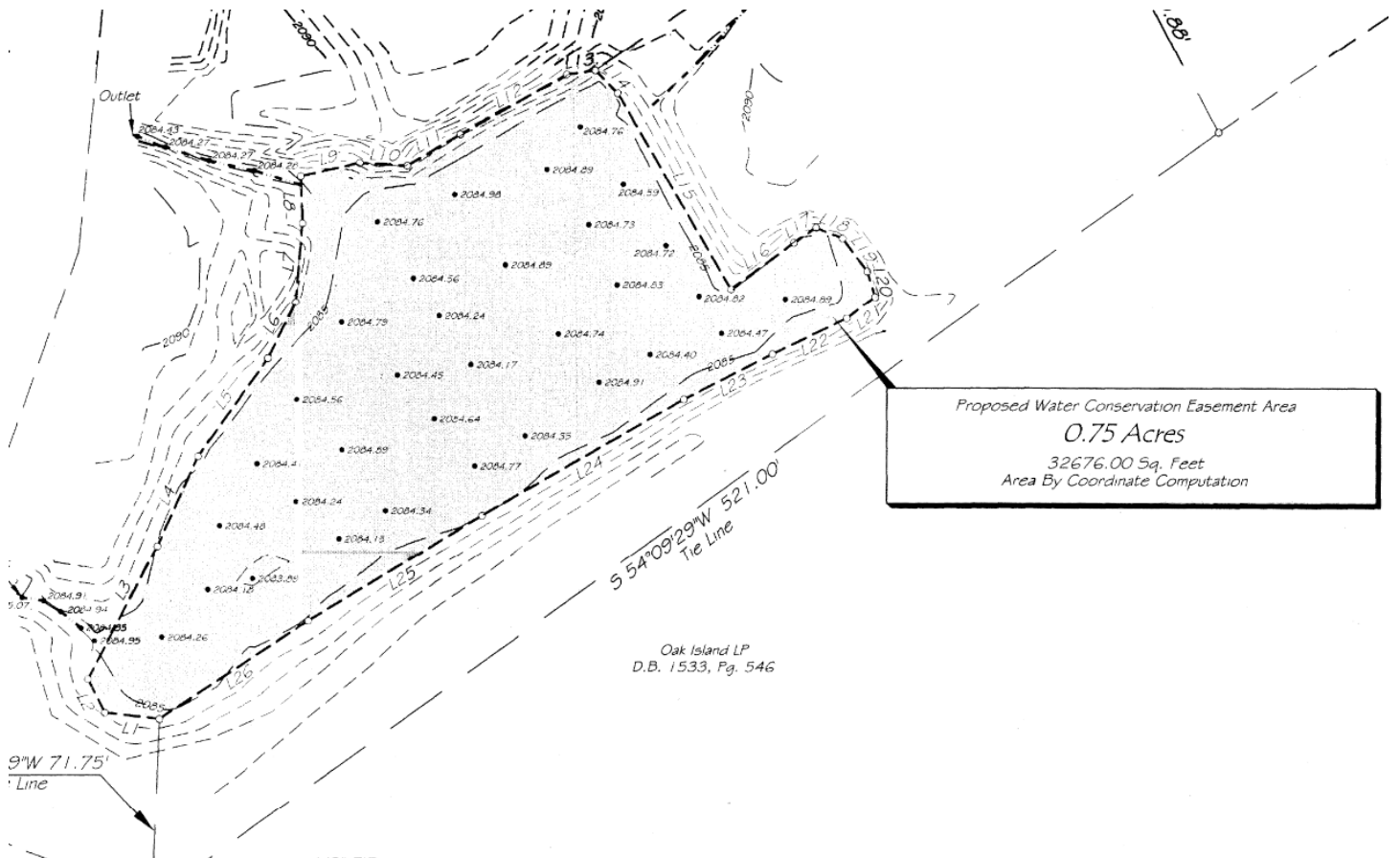
- “There shall be no loss of flood storage capacity on the site as a result of the redevelopment.
- The applicant, utilizing best management practices, shall reduce the post-redevelopment rate of stormwater runoff from the pre-redevelopment rate of runoff, if feasible. In any event, the post-redevelopment rate of runoff shall not be greater than the pre-redevelopment rate.
- The project design, including any best management practices (BMPs) will result in a project which is consistent with the purposes of the Natural Resources Protection Ordinance as stated in section 17-1, above. In this regard, the applicant shall demonstrate the following:
 - The project shall not degrade the quality of the water in creeks, streams, ponds and lakes that flow into and out of the city.
 - The project shall not contribute to future flooding problems.
 - The project preserves the water carrying capacity of watercourses and the natural water storage of the special flood hazard area.
 - The project protects land and watercourses from pollutants, sedimentation and erosion.
 - The project retains open spaces in order to protect their environmentally-sensitive character; and
 - The project protects and conserves significant natural resources from degradation due to urbanization.
- The applicant shall comply with all relevant provisions of the flood damage prevention ordinance including obtaining a no-rise certificate, if needed.”
- The City’s Floodplain Administrator has reviewed this project as a member of the City’s Development Review Committee and does not have any concerns that this project cannot meet the requirements listed above during the Floodplain Development Permit process at final site plan (if the project is approved).
- Due to the information provided above concerning the previous development of the land; this project **would not** be considered “greenfield” or new development of the land which would fall under “17-2-2 - Development allowed in the floodway and special flood hazard area”.
- The site plan states that 98.7% of the site is inside the 1% annual chance area (100-year floodplain) and floodway. It states that 73.5% of the 100 year floodplain is proposed to be filled.

- 17.8% of the project is within the floodway alone. 0% of the floodway is proposed to be filled.



- The property does have a blueline stream along the western property edge where a stream buffer is required. The proposed development shows the 30' stream buffer and 20' transitional zone on the site plan. One section of their plan does show 6 parking spaces that are proposed to be located in the 20' transitional zone. They are proposing that this parking utilize a pervious material which is allowed by the ordinance. This is the only proposed intrusion into the stream buffer or transitional area.
- The site also has delineated wetlands along their western property boundary.

- There is an existing pond on the site that is under a water conservation easement. The easement can be found in Deed Book 1668 Page 98 and on Plat Book 2016 Slide 10216. The deed was recorded on June 21st, 2016. The proposed development is not proposing to impact this easement area. The easement area is also associated with work that was done in accordance with Army Corp Permit SAW-2014-00219 from October 22nd 2014.



- Landscaping and Tree preservation
 - The site will be required to provide the following landscaping:
 - Vehicular use area plantings
 - Common and Open Space plantings
 - Street trees
 - They are proposing to save 48,464 square feet of tree canopy with this project. This equates to 78.5% of the existing tree canopy.

HURRICANE HELENE FLOODING IMAGES



*View of the subject property taken during Hurricane Helene
(9-27-2024)*



View of the subject property from the same area (post storm-10-25-2024)

HURRICANE HELENE FLOODING IMAGES



View of the gas station next to the subject property during Hurricane Helene (9-27-2024)



View of the subject property showing proximity to the gas station next door (10-25-2024)

HURRICANE HELENE FLOODING IMAGES



View of the plaza across the street from subject property during Hurricane Helene (9-27-2024)



View from the subject property showing proximity to the plaza across the street (10-25-2024)

NON-TROPICAL STORM OR HURRICANE RAIN EVENT IMAGES



*View of the subject property from the Dollar General Plaza
(1-9-2024)*



*View from the subject property at the approximate location for
driveway access 1 (the full movement access) (1-9-2024)*

NON-TROPICAL STORM OR HURRICANE RAIN EVENT IMAGES



View of Greenville Highway at the approximate location for access number 2. The developer proposed right in right out access.

(1-9-2024)



View of standing water on the subject property (1-9-2024)

NON-TROPICAL STORM OR HURRICANE RAIN EVENT IMAGES



*View of Greenville Highway during the rain event before Helene
(9-26-24)*



*View from the subject property showing the approximate location
of access 1 (1-9-2024)*

DEVELOPER PROPOSED CONDITIONS:

- PARKING SPACES
 - The number of permitted parking spaces shall be 288 (approx. 1.56 spaces per unit), as shown on the Site Plan. See Sec. 6-5 (providing a minimum requirement of 1 to 1.5 spaces per unit); Sec. 5-25-5.16 (providing that the applicant must demonstrate that parking is “adequate,” while also providing that the number of parking spaces “should not exceed the minimum requirements” found in Sec. 6-5).

- TREE PLANTINGS
 - The number, size, and type of tree plantings required by Section 5-25-5.20 shall be planted. However, due to planting limitations within the floodway and conservation easement areas on the Project site, some of the 3” caliper trees required by Section 5-25-5.20 shall be planted in areas that also qualify for Vehicular Use Area plantings, as shown on the Landscape Plan.

- BUILDING FACADE
 - Façade offsets along the East Elevation may exceed the 16 ft. offset requirement provided in Section 5-25-12(b) as shown on the Site Plan and Elevations. No wall shall exceed 26 feet in length without an offset. Offsets may be provided either in exterior walls or at balconies.

- BUS SHELTER
 - A bus shelter (Sec. 5-25-5.13) shall not be required due to the proximity of an existing bus shelter on a neighboring property (Henderson County PIN #9568-82-7951) to the south of the Project site.

- LOADING ZONES
 - In lieu of the required 12'x40' loading zone, the developer proposes to provide three parking spaces that are designated as loading zones. See Sec. 6-6.

- FLOODWAY PLANTINGS / MAINTENANCE
 - To the extent practicable within the limitations of the Floodplain Development Permit required by the attached site plan and grading plan, Developer shall implement a vegetative planting and management plan that will create and enhance the existing wetland and wildlife habitat of the open space areas outside the footprint of the developed area, stream buffer(s) and the Wetland Conservation Area. The plan should include diverse and appropriate species of native upland and/or wetland shrubs, appropriate trees and perennial herbaceous plants (including warm season grasses, sedges, and plants important to pollinators), and all planted species shall be selected from the City's Recommended Landscape Species List for Street Trees and Land Development Projects. No turf grasses may be used.

The plan shall be developed by a qualified landscape architect (with wildlife habitat management expertise) and shall incorporate an appropriate long-term invasive species management and control plan.

OUTSTANDING ISSUES & CITY PROPOSED CONDITIONS:

COMMUNITY DEVELOPMENT

Site Plan Comments:

- The site plan accompanying this petition meets the standards established by the Zoning Ordinance for Urban Residential (5-25) (minus any developer proposed conditions).
 - Comments that will be reviewed/addressed during final site plan review process and do not need to be addressed during the preliminary site plan review process:
 - Landscaping:
 - Final determination on planting credits, species, locations, final quantity of required vs. proposed new plantings. The current plans show “areas to be screened, fenced, walled and/or landscaped” which is what is required at the preliminary site plan stage.
 - All final landscaping comments will be addressed as part of the final site plan approval between City staff and the project designer in accordance with the City’s ordinances.

Proposed City-Initiated Conditions:

- None

DEVELOPMENT REVIEW COMMITTEE COMMENTS:

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. While all pertinent members of the DRC reviewed this project, staff have provided only the relevant/outstanding comments / conditions below:

PUBLIC WORKS

Site Plan Comments:

- “Consider adding electric vehicle charging stations in parking lot for residents.”
 - The developer agreed to include this in their development and shows them on their site plan.

Proposed City-Initiated Conditions:

- None

TRANSPORTATION CONSULTANT (KIMLEY HORN)

TIA Comments:

- The expected Trip Generation for the proposed development is as follows:
 - 836 Daily Trips
 - 70 AM Peak Hour Trips
 - 72 PM Peak Hour Trips

TIA Proposed Mitigation:

- **Intersection 1: NC 225 (Greenville Highway) at US 176 (Spartanburg Highway)**
 - **Mercer Design Group** recommends no changes to this intersection.
- **Intersection 2: NC 225 at White Street / Walgreen's**
 - **Mercer Design Group** recommends no changes to this intersection.
- **Intersection 3: NC 225 at Chadwick Avenue / Chadwick Square Court**
 - **Mercer Design Group** recommends no changes to this intersection.
- **Intersection 4: US 176 at Chadwick Avenue**
 - **Mercer Design Group** recommends no changes to this intersection.
- **Intersection 5: NC 225 at Access #1**
 - **Mercer Design Group** recommends that Access #1 be constructed with a dedicated right turn lane on the southbound NC 225 (Greenville Highway) approach with 25 feet of full storage and appropriate tapers per NCDOT coordination. MDG recommends that the northbound NC 225 (Greenville Highway) approach be constructed with a dedicated left turn lane with 100 feet of full storage and appropriate tapers. The eastbound Access #1 approach should be constructed as shown on the approved final site plan with at least 50 feet of internal protected stem length per the direction of NCDOT.
- **Intersection 6: NC 225 at Access #2**
 - **Mercer Design Group** recommends that Access #2 be constructed with a dedicated right turn lane on the southbound NC 225 (Greenville Highway) approach with 100 feet of full storage and appropriate tapers. MDG recommends that the eastbound NC 225 (Greenville Highway) approach be constructed with right out only control. The eastbound Access #2 approach should be constructed as shown on the approved final site plan with at least 50 feet of internal protected stem length per the direction of NCDOT.
- Per the developer's traffic engineer "Based on the available information and the analyses contained in this report, it is the opinion of Mercer Design Group that there is no indication that the development of 715 Greenville Highway will have an undue adverse impact on the surrounding infrastructure if the development is constructed as shown in the site plans."

Proposed Condition:

- Developer shall install all recommended traffic mitigations found in the approved Traffic Impact Analysis, in accordance with City and NCDOT requirements prior to final certificate of occupancy.

REZONING ANALYSIS – GENERAL REZONING STANDARDS (ARTICLE 11-4)

GENERAL REZONING STANDARDS	
1) Comprehensive Plan Consistency	<p>Land Supply, Suitability & Intensity The subject property is not listed on the land suitability or supply maps due to the large amount of floodway and floodplain that make up the property. The subject property is in a Focused Intensity Node centered at the intersection of Greenville Hwy & Spartanburg Hwy.</p>
	<p>Future Land Use & Conservation Map- See Gen H appendix.</p> <p>Designation: Open Space-Conservation (Natural) Character Area Description: Somewhat Consistent Zoning Crosswalk: Consistent</p> <p>Designation: Open Space-Conservation (Regulated) Character Area Description: Consistent Zoning Crosswalk: Consistent</p> <p>Designation: Mixed Use Commercial Character Area Description: Inconsistent Zoning Crosswalk: Inconsistent</p>
	<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 currently a vacant and previously developed site. The proposed development site is located in a commercial corridor near the US and State route intersection of Spartanburg Highway (US 176) and Greenville Highway (NC225). In the vicinity of the proposed development are the apartment complexes of Residences at Chadwick (68 units), The Lofts at Chadwick (60 units, entitled but not built) and Southgate apartments (70 units, entitled but not built).</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 is currently tied to an expired Special Use Permit. A rezoning would be required for any development to occur on the site.</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>Based on the 2021 Bowen Housing Needs Assessment for Western North Carolina, Henderson County has an estimated rental housing gap of 1,650 to 2,008 Units for incomes between <50%-120% AMI. This represents one of the largest gaps in the WNC region. Over the last 3 years, the City of Hendersonville has approved <u>1,901</u> rental units. If this project is approved, Hendersonville’s recently-approved rental units would total <u>2,086</u>. It should also be noted that the Housing Needs Assessment Study does not account for the housing gap for incomes above 120% AMI. An additional gap, beyond that reflected in the “1,650 to 2,008-unit gap”, exist for those income levels greater than 120% AMI.</p>
<p>5) Public Facilities</p>	<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 site will be served by City water and sewer service. Greenville Highway (NC 225) is designated as a Major Thoroughfare (needing improvement) in the Comprehensive Transportation Plan and is maintained by NCDOT. The subject property is already serviced by the City Fire and Police departments. The proposed development is located within 800’ of STIP project U-5886 (the realignment and roadway extension between Willow Road SR1171 and Spartanburg Highway US176). The proposed project is showing the dedication of 40’ of R/W measured from the centerline of Greenville Highway for their entire frontage.</p>
<p>6) Effect on Natural Environment</p>	<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>According to the 2008 floodplain maps, all portions of this property except for a +-1536 SF section at the southeastern corner are within the floodplain. The subject property has floodway, 100 year floodplain and 500 year floodplain present on it. There is a blueline stream that runs along the property’s boundary that triggers the City’s stream buffer protection measures. The site has an existing water conservation easement area that was established in 2016. The plans show saving 48,464 square feet of tree canopy with this project. This equates to 78.5% of the existing tree canopy. The property was previously developed and appears to have been largely graded and filled in places. The proposed plans show that 73.5 % of the 100 year floodplain is proposed to be filled. The floodplain and blueline stream are the most prevalent natural features present on this site. The site flooded during Hurricane Helene and the portion of Greenville Highway in front of the subject property is known to flood during larger rain events.</p>

DRAFT COMPREHENSIVE PLAN CONSISTENCY AND REZONING REASONABLENESS STATEMENT

The petition is found to be **consistent** 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 is consistent with the Future Land Use and Conservation Map Designations of Open Space-Conservation (Regulated) and Open Space-Conservation (Natural) and is located in a focused intensity node within chapter 4 of the Gen H Comprehensive 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 petition proposes to provide additional housing to offset local rental demand.*
- The petition proposes to provide housing on a long vacant, previously developed and underutilized piece of property near commercial corridors and is within walking distance to downtown and the Ecusta Trail.*
- The site plan clusters development impacts out of the floodway portions of the site.*

DRAFT [Rational for Denial]

- The proposed development adds impervious surfaces to a subject property that is entirely within the floodplain while only sparingly offsetting their impacts with a small amount of pervious materials (6 parking spaces).*
- The height and scale of the proposed development is incompatible with the surrounding area and character.*
- The proposed development is in an area that is prone to flooding and the development does not provide additional mitigation that would benefit future residents (i.e. first floor garages or first floor commercial uses.) First floor commercial is supported by the Gen H comprehensive plan.*

715 Greenville Highway Multi-Family (P24-39-CZD)

Chapter 4 - The Vision for the Future	Consistent	Inconsistent	Staff Notes
SUPPLY, SUITABILITY, & INTENSITY			
LAND SUPPLY MAP (Pg. 81, Figure 4.4)		Inconsistent	Not listed in the land supply map due to floodplain and floodway on the property.
LAND SUITABILITY MAP (Pg. 84-86, Figure 4.5-4.7)		Inconsistent	Not listed in the land suitability map due to floodplain and floodway on the property.
DEVELOPMENT INTENSITY MAP (Pg. 89, Figure 4.9)	Consistent		
FUTURE LAND USE & CONSERVATION MAP			
Future Land Use and Conservation Map (Note classification here, Pg. 117, Figure 4.12)	Open Space-Conservation (Natural)		
Character Area Description (Pg. 122-131)	Somewhat Consistent		<p>..."Though some development can be supported in these areas, including redevelopment when floodplain function is maintained or improved and new development with limited impacts which improve use of site,..."</p> <p>The project would have to meet the zoning requirements for Article 17-2-4 - Redevelopment in the floodway and special flood hazard area</p>
Zoning Crosswalk (Pg. 132-133, Figure 4.18)	Consistent		
FUTURE LAND USE & CONSERVATION MAP			
Future Land Use and Conservation Map (Note classification here, Pg. 117, Figure 4.12)	Open Space-Conservation (Regulated)		
Character Area Description (Pg. 122-131)	Consistent		No development is occurring in the floodway
Zoning Crosswalk (Pg. 132-133, Figure 4.18)	Consistent		
FUTURE LAND USE & CONSERVATION MAP			
Future Land Use and Conservation Map (Note classification here, Pg. 117, Figure 4.12)	Mixed Use Commercial		
Character Area Description (Pg. 122-131)		Inconsistent	No mix of uses are proposed.
Zoning Crosswalk (Pg. 132-133, Figure 4.18)		Inconsistent	

715 Greenville Highway Multi-Family (P24-39-CZD)

Chapter 4 - The Vision for the Future	Consistent	Inconsistent	Staff Notes
GOALS			
Vibrant Neighborhoods (Pg. 93)			
Promote lively neighborhoods that increase local safety.	Consistent		
Enable well-maintained homes, streets, and public spaces.	Consistent		
Promote diversity of ages (stage of life), income levels, and a range of interests.	Consistent		
The design allows people to connect to nearby destinations, amenities, and services.	Consistent		
Abundant Housing Choices (Pg. 93)			
Housing provided meets the need of current and future residents.	Consistent		
Range of housing types provided to help maintain affordability in Hendersonville.		Inconsistent	No information has been provided to staff that any units would be considered affordable (80% or lower AMI).
Housing condition/quality exceeds minimum standards citywide	Consistent		
Healthy and Accessible Natural Environment (Pg. 94)			
Recreational (active and passive) open spaces are incorporated into the development.	Consistent		
Water quality is improved with the conservation of natural areas that serve as filters and soil stabilizers.	Somewhat Consistent		
Natural system capacity (floodplains for stormwater; habitats to support flora/fauna; tree canopy for air quality, stormwater management, and microclimate) is maintained.	Consistent		
Development is compact (infill/redevelopment) to minimize the ecological footprint.	Somewhat Consistent		The scale of the development appears to extend beyond the areas of the floodplain that previously had structures instead of staying in the same previously built on area.
New development respects working landscapes (e.g., orchards, managed forests), minimizing encroachment.	N/A	N/A	
Authentic Community Character (Pg. 94)			
Downtown remains the heart of the community and the focal point of civic activity	N/A		
A development near a gateway sets the tone, presenting the image/brand of the community.	Consistent		
Historic preservation is utilized to maintain the city's identity.	N/A		
City Centers and neighborhoods are preserved through quality development.	Consistent		
Safe Streets and Trails (Pg. 95)			
Interconnectivity is promoted between existing neighborhoods through the building out of street networks, including retrofits and interconnectivity of new developments.		Inconsistent	No interconnectivity or cross access easements are provided between this development and the Chadwick Square Development.
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.	N/A		
The lives of residents are enriched with opportunities to learn, build skills, and grow professionally.	N/A		
Welcoming & Inclusive Community			
Accessibility exceeds minimum standards of ADA, fostering residents' and visitors' sense of belonging.	N/A		
An inviting public realm (i.e., parks, public buildings) reflects the attitudes of city residents and leaders, and helps residents develop a sense of place and attachment to Hendersonville.	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	N/A		
New business and office space promotes creative hubs.	N/A		
Compact Development (Pg. 100)			
Development is consistent with efforts in the area to establish 15-minute neighborhoods.	Consistent		
The infill project is context sensitive [Large 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. [Place keeping 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.	Consistent		
Desirable & Affordable Housing (Pg. 108)			
Missing middle housing concepts are used in the development.		Inconsistent	"Having more missing middle housing in Hendersonville would provide more diverse housing options for both renters and owners and help to foster socioeconomic diversity in the community. It would be a welcome change compared to the largescale, standalone garden apartment complexes that have been built in Hendersonville over the last decade"
Connectivity (Pg. 112)			
The development encourages multimodal design solutions to enhance mobility.	Consistent		

Efficient & Accessible Infrastructure (Pg. 114)		
The development utilizes existing infrastructure	Consistent	



NEIGHBORHOOD COMPATIBILITY MEETING REPORT
715 GREENVILLE HIGHWAY MULTI-FAMILY (P24-39-CZD)
NCM Meeting Dates: July 19, 2024

PETITION REQUEST: Rezoning: Urban Residential - Conditional Zoning District (UR-CZD)
APPLICANT/PETITIONER: Travis Fowler, First Victory Inc. [Applicant] & Richard Herman of South Market LLC. [Owner]

NEIGHBORHOOD COMPATIBILITY MEETING SUMMARY:

A Neighborhood Compatibility Meeting was held for this project on July 19th, 2024 at 2pm in the Assembly Room of the City Operations Building, 305 Williams Street and via Zoom. The meeting lasted approximately 1 hour and 3 minutes.

There were 9 members of the public in attendance in-person while 2 attended virtually. The applicant and their development team were present as were 2 members of City staff.

Staff gave the formal introduction and a brief overview of the request.

There were 7 pre-submitted which were read by staff.

The development team was allowed to present their project proposal for the proposed apartment development.

Concerns and questions from the public related to:

- Consideration of impacts from increased traffic.
- Flooding impacts.
- School bus traffic.
- Adding impervious surfaces in the floodplain.
- No other 4 story buildings in the area.
- Stormwater concerns.
- Animal habitat loss.
- Stream buffers and their protection.
- Density
- The size of the building footprint.
- Accident data on the nearby roads.
- Affordability.

Full minutes from the Neighborhood Compatibility Meeting and pre-submitted public comments are available for review by request.

715 GREENVILLE HWY APARTMENTS

APARTMENTS

CITY OF HENDERSONVILLE

NOTES

SITE NOTES:

- PROJECT ADDRESS: 715 GREENVILLE HWY, HENDERSONVILLE NC 28792
- TOTAL ACREAGE: 9.01 AC
- ZONING: PCD
- PROJECT PIN NUMBER(S): 9568832082, 9568834302, 9568832474
- EXISTING TOPO INFO SHOWN WAS PROVIDED BY: JOHN COLE
- EXISTING BOUNDARY INFO PROVIDED BY: JOHN COLE
- FEMA FLOOD PANEL: 3700956800J
- RECEIVING STREAM: JOHNSON DRAINAGE DITCH
- SOIL TYPE(S): SOIL TYPES
- DEED BOOK / PAGE: DEED BK / PG
- LATITUDE / LONGITUDE: 35.3034 / -82.4580
- DISTURBED ACREAGE: 6.0 AC
- EROSION CONTROL REVIEW: HENDERSON COUNTY
- STORMWATER MANAGEMENT REVIEW: CITY OF HENDERSONVILLE

GENERAL NOTES:

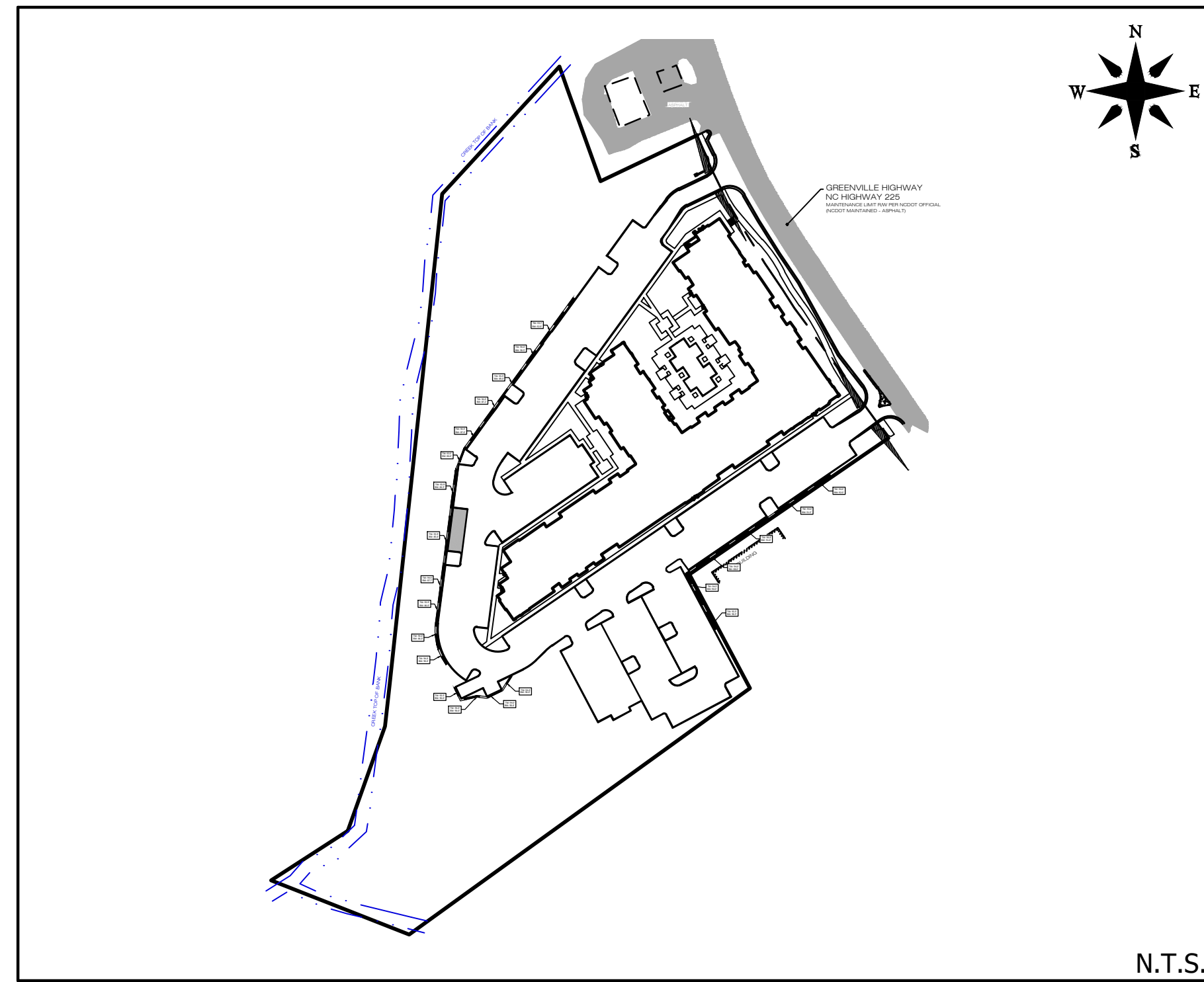
- CONTRACTOR(S) SHALL BE RESPONSIBLE FOR ADEQUATE SUPERVISION TO PREVENT DAMAGE AND/OR MOVEMENT OF ANY SURVEY-LOCATED CONSTRUCTION STAKES. CONSTRUCTION STAKING SHALL REMAIN IN PLACE AND BE PROTECTED UNTIL THE OWNER APPROVES THEIR REMOVAL. ANY STAKES THAT HAVE BEEN DISPLACED AS A RESULT OF CONSTRUCTION ACTIVITY ARE TO BE REPLACED BY A LICENSED SURVEYOR ENGAGED BY THE CONTRACTOR AT NO COST TO THE OWNER.
- THE ENGINEER WILL NOT BE CONTINUOUSLY PRESENT IN THE FIELD TO SUPERVISE CONSTRUCTION. IT IS SPECIFICALLY UNDERSTOOD THAT THE ENGINEERING FIRM DOES NOT UNDERTAKE NOR ASSUME ANY OBLIGATION FOR SUPERVISION OF CONSTRUCTION MEANS AND METHODS AND/OR SAFETY MEASURES TAKEN DURING THE COURSE OF CONSTRUCTION.
- THE ENGINEERING FIRM IS NOT RESPONSIBLE FOR ENSURING COMPLIANCE WITH THE CONSTRUCTION DOCUMENTS AND/OR ALL APPLICABLE REGULATORY RULES. THE ENGINEERING FIRM MAY BE CONTRACTED TO OBSERVE CONSTRUCTION AND ADVISE WITH REGARD TO ADHERENCE TO THE CONSTRUCTION DOCUMENTS AND REGULATORY COMPLIANCE, BUT NO RESPONSIBILITY WITH REGARD TO THE CONTRACTOR'S PERFORMANCE IS PROVIDED OR IMPLIED.
- CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW IMPROVEMENTS ON THE SUBJECT SITE AND ADJACENT PROPERTIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR OF ALL DAMAGES WHICH OCCUR DURING CONSTRUCTION.
- LOCATION OF ALL EXISTING UTILITIES, AS SHOWN HEREON, ARE PROVIDED BY THE PROJECT SURVEYOR. THE LOCATION AND ANY INCLUSION OR OMISSION OF UNDERGROUND OR OVERHEAD UTILITIES IS THE SOLE RESPONSIBILITY OF THE PROJECT SURVEYOR AND NO WARRANTY IS PROVIDED OR IMPLIED BY THE LOCATION REFLECTED IN THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE TYPE, SIZE AND LOCATION OF ALL UTILITIES AND OTHER FEATURES WHICH MAY AFFECT CONSTRUCTION. CONTRACTOR SHALL NOTIFY DESIGNER PRIOR TO CONSTRUCTION IF EXISTING CONDITIONS DIFFER FROM THOSE INDICATED IN THE PLANS. NO STREAM OR WETLAND DISTURBANCE SHALL OCCUR WITHOUT THE APPLICABLE PERMITTING FROM THE ARMY CORPS OF ENGINEERS AND STATE AND LOCAL AGENCIES.
- THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION CONTROL MEASURES AND PRACTICES PRIOR TO, OR CONCURRENT WITH, ANY LAND DISTURBING ACTIVITIES. EROSION CONTROL IS A REQUIREMENT REGARDLESS OF PERMIT REQUIREMENTS AND MEASURES SHOWN OR NOT SHOWN IN THESE PLANS.
- ANY EXCESS CUT/SPOIL MATERIAL DEVELOPED IN THE CONSTRUCTION OF THIS SITE SHALL BE DISPOSED OF AT AN APPROPRIATELY PERMITTED SPOIL SITE. CONTRACTOR TO PROVIDE PROOF OF PERMITS PRIOR TO PLACEMENT AT AN OFF-SITE LOCATION.
- ANY ALTERATION TO THE PLANS MUST BE APPROVED BY THE PROJECT ENGINEER AND/OR APPROPRIATE REGULATORY AGENCY PRIOR TO THE COMMENCEMENT OF WORK.

INSPECTION SCHEDULE:

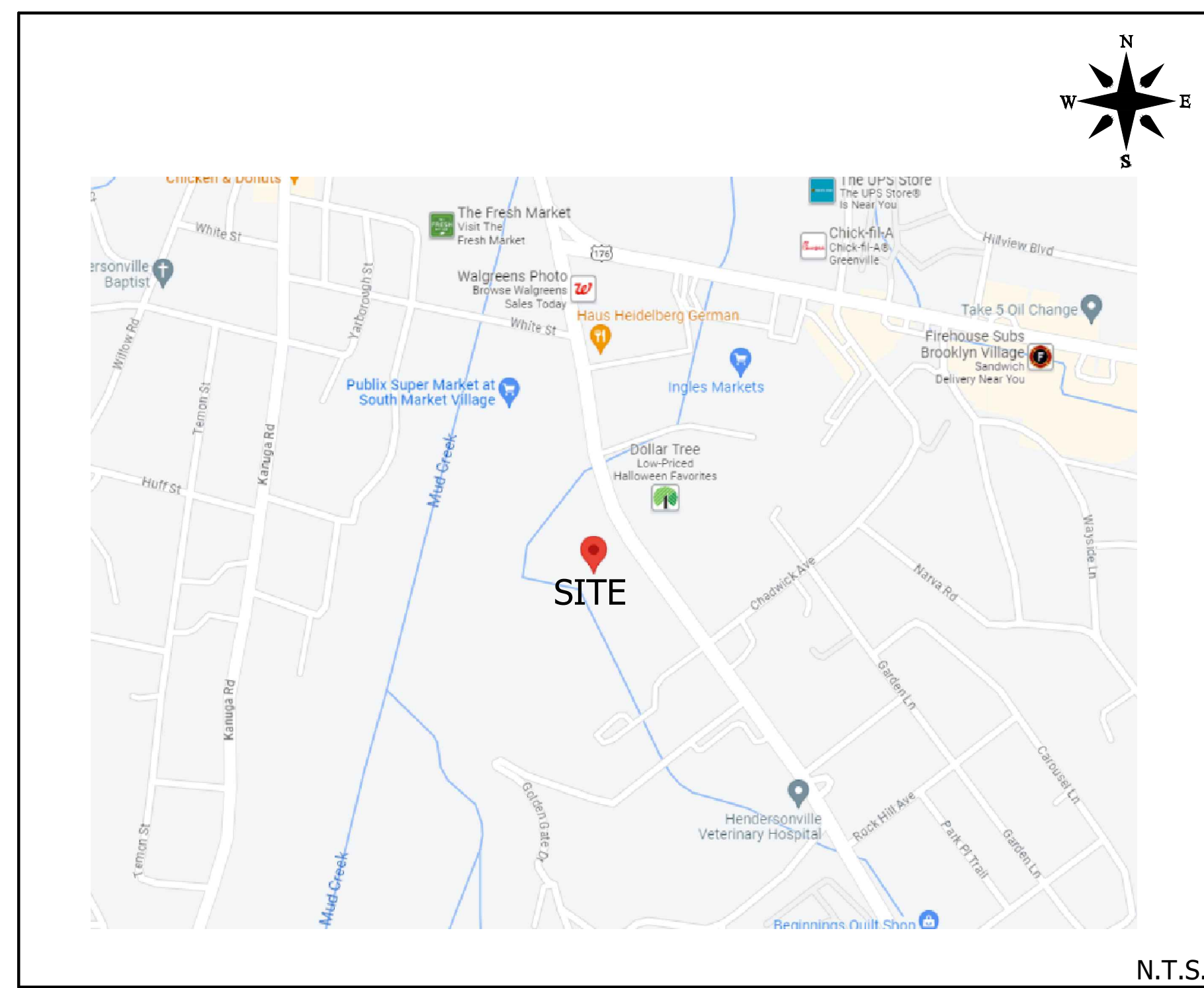
- NO CONSTRUCTION SHALL COMMENCE PRIOR TO A PRECONSTRUCTION MEETING WITH THE OWNER, THE CONTRACTOR, THE ENGINEER, AND A REPRESENTATIVE OF THE APPROVING JURISDICTION.
- ALL SHOP DRAWINGS SHALL BE SUBMITTED AT OR PRIOR TO THE PRECONSTRUCTION MEETING.
- ENGINEER TO BE CALLED FOR PERIODIC INSPECTIONS.
- CALL ENGINEERING PRIOR TO COVERING UNDERGROUND STRUCTURES FOR FINAL INSPECTIONS.
- REFER TO MANUFACTURER'S SPECIFICATION MANUAL AND STATE AND LOCAL STANDARDS FOR ADDITIONAL REQUIREMENTS AND STANDARDS.



PROJECT MAP



VICINITY MAP



CONTACTS

DEVELOPER: FIRST VICTORY, INC	CONTACT INFO: TRAVIS FOWLER travis@firstvictory.com 828-808-6433 542 S CALDWELL ST BREVARD, NC 28712
OWNER: SOUTH MARKET, LLC	CONTACT INFO: RICHARD HERMAN --- 828-577-4201 2809 HAMPTON DRIVE HENDERSONVILLE NC 28792
ENGINEER: BROOKS ENGINEERING ASSOCIATES, PA	CONTACT INFO: JOHN KINNAIRD JKINNAIRD@BROOKSEA.COM (828) 232-4700 15 ARLINGTON STREET ASHEVILLE, NC 28801
SURVEYOR: COLE SURVEY & DESIGN	CONTACT INFO: JOHN COLE N/A 549 ELK PARK DRIVE, SUITE 707 ASHEVILLE NC 28804
LANDSCAPE ARCHITECT: FIND THE LINE STUDIOS	CONTACT INFO: ROB DULL ROB@FINDTHELINESTUDIOS.COM 305 POLE CREAMS ROAD ASHEVILLE NC 28806

SHEET INDEX

NO.:	TITLE:
C-0	COVER SHEET
C-1.0	MASTER PLAN
C-1.1	WIDENING PLAN
C-2.0	EXISTING CONDITIONS / SURVEY
C-5.0	OVERALL STORMWATER PLAN
C-7.0	UTILITY PLAN
L-200	OVERALL SITE PLAN
L-201	PRELIMINARY SITE PLAN
L-202	PRELIMINARY SITE PLAN
L-203	PRELIMINARY SITE PLAN
L-300	OVERALL LANDSCAPE PLANS
L-301	PRELIMINARY LANDSCAPE PLAN
L-302	PRELIMINARY LANDSCAPE PLAN
L-303	PRELIMINARY LANDSCAPE PLAN
L-304	PRELIMINARY LANDSCAPE PLAN
L-400	TREE CANOPY PLAN
ES-11	PHOTOMETRIC SITE PLAN
ES-12	SITE LIGHT FIXTURE SPECIFICATIONS
A1.01	OVERALL FLOOR PLAN - LEVEL 1
A2.01	ELEVATIONS - E FACADE & NE CORNER
A2.02	ELEVATIONS - S FACADE
ES-11	PHOTOMETRIC SITE PLAN
ES-12	SITE LIGHTING FIXTURE SPECIFICATIONS

DEVELOPER PROPOSED CONDITIONS

1. PARKING SPACES
The number of permitted parking spaces shall be 288 (approx. 1.56 spaces per unit), as shown on the Site Plan. See Sec. 6-5 (providing a minimum requirement of 1 to 1.5 spaces per unit); Sec. 5-25-5.16 (providing that the applicant must demonstrate that parking is "adequate," while also providing that the number of parking spaces "should not exceed the minimum requirements" found in Sec. 6-5).

2. TREE PLANTINGS
The number, size, and type of tree plantings required by Section 5-25-5.20 shall be planted. However, due to planting limitations within the floodway and conservation easement areas on the Project site, some of the 2" caliper trees required by Section 5-25-5.20 shall be planted in areas that also qualify for Vehicular Use Area plantings, as shown on the Landscape Plan.

3. BUILDING FACADE
Facade offsets along the East Elevation may exceed the 16 ft. offset requirement provided in Section 5-25-12(b) as shown on the Site Plan and Elevations. No wall shall exceed 26 feet in length without an offset. Offsets may be provided either in exterior walls or at balconies.

4. BUS SHELTER
A bus shelter (Sec. 5-25-5.13) shall not be required due to the proximity of an existing bus shelter on a neighboring property (Henderson County PIN #5568-82-7951) to the south of the Project site.

5. LOADING ZONES
In lieu of the required 12'x40' loading zone, the developer proposes to provide three parking spaces that are designated as loading zones. See Sec. 6-6.

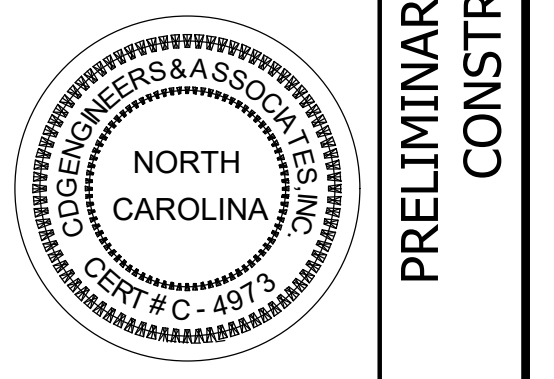
6. FLOODWAY PLANTINGS / MAINTENANCE
To the extent practicable within the limitations of the Floodplain Development Permit required by the attached site plan and grading plan, Developer shall implement a vegetative planting and management plan that will create and enhance the existing wetland and wildlife habitat of the open space areas outside the footprint of the developed area, stream buffer(s) and the Wetland Conservation Area. The plan should include diverse and appropriate species of native upland and/or wetland shrubs, appropriate trees and perennial herbaceous plants (including warm season grasses, sedges, and plants important to pollinators), and all planted species shall be selected from the City's Recommended Landscape Species List for Street Trees and Land Development Projects. No turf grasses may be used. The plan shall be developed by a qualified landscape architect (with wildlife habitat management expertise), and shall incorporate an appropriate long-term invasive species management and control plan.

CITY PROPOSED CONDITIONS

1. Developer shall install all recommended traffic mitigations found in the approved Traffic Impact Analysis, in accordance with City and NCDOT requirements prior to final certificate of occupancy.

No.	REVISIONS/SUBMISSIONS	Date
1	PLANNING AND ZONING SUBMITTAL	8/01/2024
2	PLANNING BOARD SUBMITTAL	11/04/2024

PRELIMINARY - NOT FOR CONSTRUCTION



Designed: JHK
Drawn: JHK
Checked: JHK
Reviewed: JHK

Scale: AS NOTED
Date: 8/01/2024

15 Arlington Street
Asheville, N.C. 28801
Phone: 1-828-232-4700
Fax: 1-828-232-1331
www.brooksea.com

CDG ENGINEERS AND ASSOCIATES, INC

Project No: 597223

CITY OF HENDERSONVILLE

715 GREENVILLE HWY APARTMENTS

CITY OF HENDERSONVILLE

Drawing Title: COVER SHEET

MASTER PLAN LEGEND

- EXIST. BOUNDARY
EXIST. ADJOINER
EXIST. STREAM
EXIST. STREAM BUFFER
EXIST. WETLAND
EXIST. FEMA NON-ENCROACHMENT
EXIST. FEMA FLOOD HAZARD AREA (1%)
EXIST. FEMA FLOOD HAZARD AREA (0.2%)
EXIST. RIGHT OF WAY
EXIST. BUILDING SETBACK
EXIST. BUILDING
EXISTING SIDEWALK
EXISTING PAVEMENT
EXIST. CURB
NEW PROPERTY LINES
NEW RIGHT OF WAY
NEW EASEMENT
BUILDING SETBACK LINE
NEW LANDSCAPE BUFFER
NEW COMMON OPEN SPACE
NEW BUILDING
NEW PAVEMENT
NEW HD PAVEMENT
NEW CONCRETE SIDEWALK
NEW GRAVEL
NEW CURB & GUTTER
NEW WALL (BY OTHERS)

IMPERVIOUS AREA SUMMARY:
Proposed Impervious Area: 184,401sf
Proposed Impervious Percent: 47.0%

DEVELOPER PROPOSED CONDITIONS

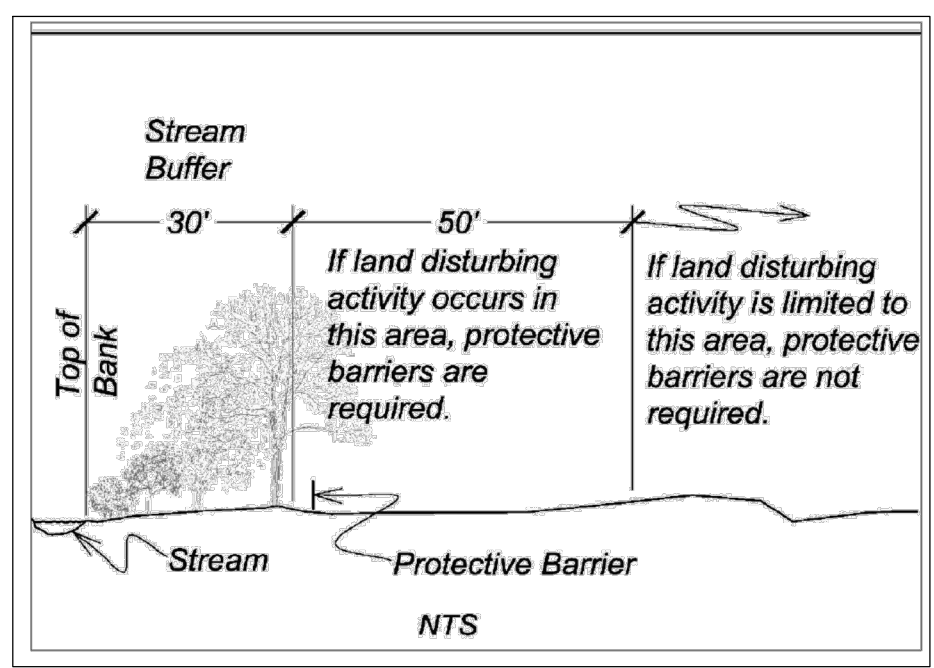
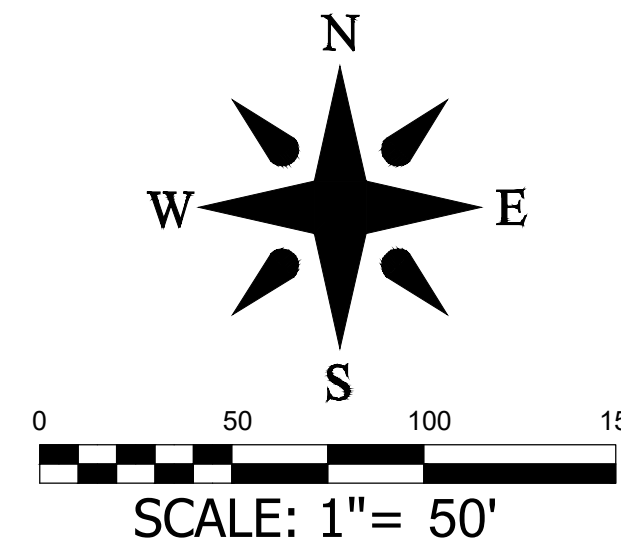
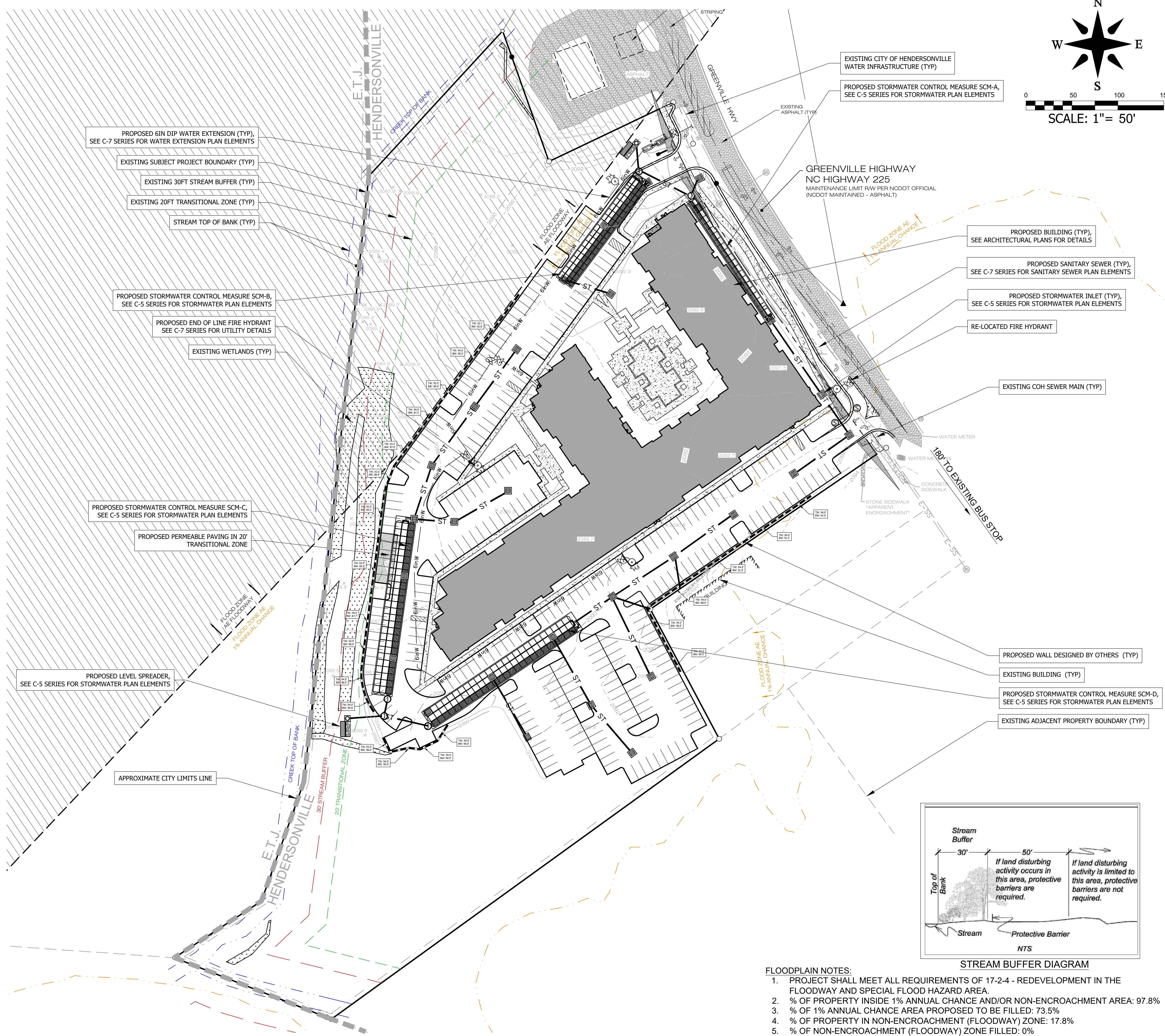
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CITY PROPOSED CONDITIONS

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DEVELOPMENT DATA

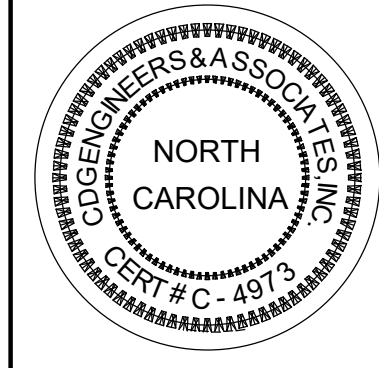
PROPERTY ADDRESS: 715 GREENVILLE HWY
HENDERSONVILLE NC 28792
PIN NUMBER: 9568832082, 9568834302, 9568832474
PROPERTY SIZE: 9.01 AC
ZONING REVIEW: CITY OF HENDERSONVILLE
EROSION CONTROL REVIEW: HENDERSON COUNTY
STORMWATER REVIEW: CITY OF HENDERSONVILLE
ZONING CLASSIFICATION: PCD
PROPOSED NUMBER OF UNITS: 185
PROPOSED DENSITY: 20.55 UNITS / AC
PROPERTY OWNER: SOUTH MARKET, LLC
CONTACT: RICHARD HERMAN
ADDRESS: 2809 HAMPTON DRIVE
HENDERSONVILLE NC 28792
EMAIL:
PHONE: 828-577-4201
DEVELOPER: FIRST VICTORY, INC
CONTACT: TRAVIS FOWLER
ADDRESS: 642 S. CALDWELL ST
BREVARD, NC 28712
EMAIL: travis@firstvictory.com
PHONE: 828-808-6433
ENGINEER: BROOKS ENGINEERING ASSOCIATES
CONTACT: JOHN KINNAIRD
ADDRESS: 15 ARLINGTON ST
ASHEVILLE, NC 28801
EMAIL: JKINNAIRD@BROOKSEA.COM
PHONE: 828-232-4700
LANDSCAPE ARCH: FIND THE LINE STUDIOS
CONTACT: ROB DULL
ADDRESS: 305 POLE CREAMAN ROAD
ASHEVILLE NC 28806
EMAIL: ROB@FINDTHELINESTUDIOS.COM
PHONE: 828-674-5592



- FLOODPLAIN NOTES:
1. PROJECT SHALL MEET ALL REQUIREMENTS OF 17-2-4 - REDEVELOPMENT IN THE FLOODWAY AND SPECIAL FLOOD HAZARD AREA.
2. % OF PROPERTY INSIDE 1% ANNUAL CHANCE AND/OR NON-ENCROACHMENT AREA: 97.8%
3. % OF 1% ANNUAL CHANCE AREA PROPOSED TO BE FILLED: 73.5%
4. % OF PROPERTY IN NON-ENCROACHMENT (FLOODWAY) ZONE: 17.8%
5. % OF NON-ENCROACHMENT (FLOODWAY) ZONE FILLED: 0%

Table with project details: Date (8/01/2024), Revisions/Submissions (1: PLANNING AND ZONING SUBMITTAL, 2: PLANNING BOARD SUBMITTAL), Project No. (597223), Project Name (715 GREENVILLE HWY APARTMENTS), City (CITY OF HENDERSONVILLE), Zoning (C-1.0), Drawing Title (MASTER PLAN), and Designer/Engineer (CDG ENGINEERS AND ASSOCIATES, INC.).

PRELIMINARY - NOT FOR CONSTRUCTION



15 Arlington Street
Asheville, N.C. 28801
Phone: 1-828-232-4700
Fax: 1-828-232-1331
www.brooksea.com

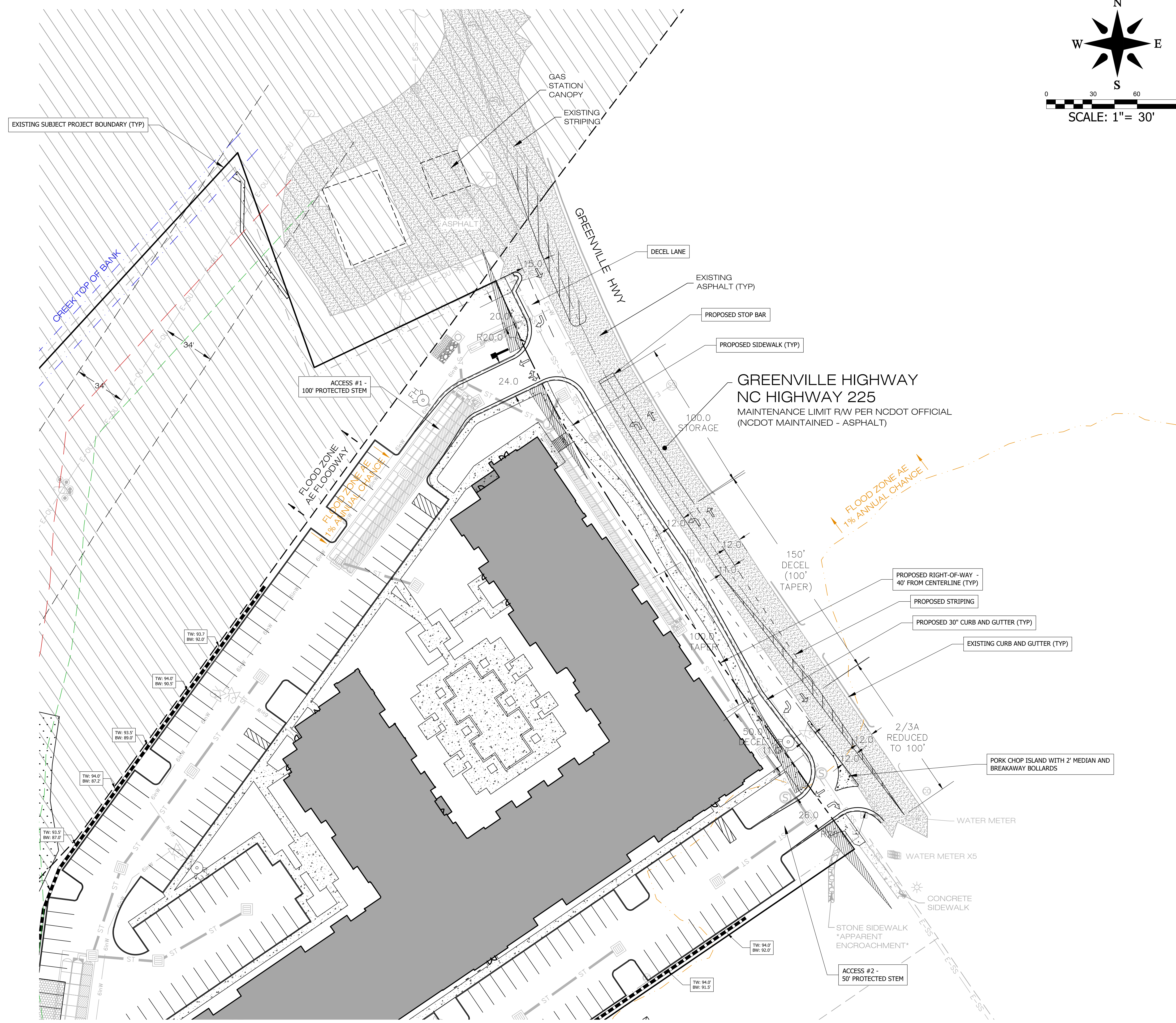
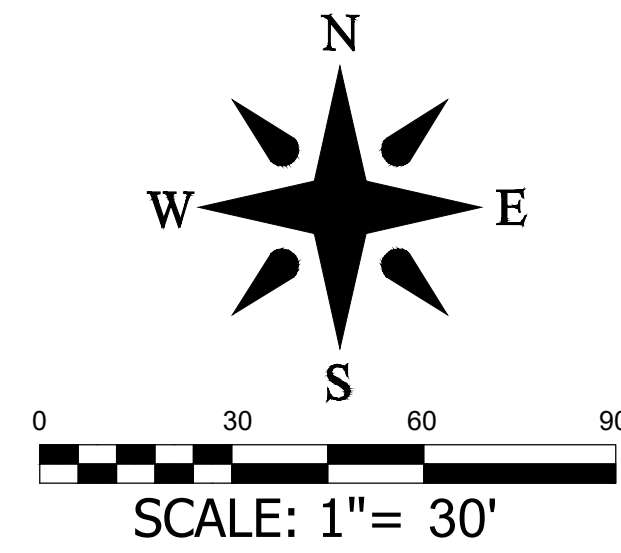
CDG ENGINEERS AND ASSOCIATES, INC.

715 GREENVILLE HWY
APARTMENTS
CITY OF HENDERSONVILLE

Project No: 597223
Drawing Title: MASTER PLAN

MASTER PLAN LEGEND

- EXIST. BOUNDARY
- EXIST. ADJOINER
- EXIST. STREAM
- EXIST. STREAM BUFFER
- EXIST. WETLAND
- EXIST. FEMA NON-ENCROACHMENT
- FEMA FLOOD HAZARD AREA (1%)
- FEMA FLOOD HAZARD AREA (0.2%)
- EXIST. RIGHT OF WAY
- EXIST. BUILDING SETBACK
- EXIST. BUILDING
- EXISTING SIDEWALK
- EXISTING PAVEMENT
- EXIST. CURB
- NEW PROPERTY LINES
- NEW RIGHT OF WAY
- NEW EASEMENT
- BUILDING SETBACK LINE
- NEW LANDSCAPE BUFFER
- NEW COMMON OPEN SPACE
- NEW BUILDING
- NEW PAVEMENT
- NEW HD PAVEMENT
- NEW CONCRETE SIDEWALK
- NEW GRAVEL
- NEW CURB & GUTTER
- NEW WALL (BY OTHERS)



DEVELOPMENT DATA

PROPERTY ADDRESS: 715 GREENVILLE HWY
 HENDERSONVILLE NC 28792
 PIN NUMBER: 9568832082, 9568834302, 9568832474
 PROPERTY SIZE: 9.01 AC
 ZONING REVIEW: CITY OF HENDERSONVILLE
 EROSION CONTROL REVIEW: HENDERSON COUNTY
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 CONTACT: RICHARD HERMAN
 ADDRESS: 2809 HAMPTON DRIVE
 HENDERSONVILLE NC 28792
 EMAIL: ---
 PHONE: 828-577-4201
 DEVELOPER: FIRST VICTORY, INC
 CONTACT: TRAVIS FOWLER
 ADDRESS: 542 S CALDWELL ST
 BREVARD, NC 28712
 EMAIL: travis@firstvictory.com
 PHONE: 828-808-6433
 ENGINEER: BROOKS ENGINEERING ASSOCIATES
 CONTACT: JOHN KINNAIRD
 ADDRESS: 15 ARLINGTON ST
 ASHEVILLE, NC 28801
 EMAIL: JKINNAIRD@BROOKSEA.COM
 PHONE: 828-232-4700
 LANDSCAPE ARCH: FIND THE LINE STUDIOS
 CONTACT: ROB DULL
 ADDRESS: 305 POLE CREAMAN ROAD
 ASHEVILLE NC 28806
 EMAIL: ROB@FINDTHELINESTUDIOS.COM
 PHONE: 828-674-5592

No.	REVISIONS/SUBMISSIONS	Date
1	PLANNING AND ZONING SUBMITTAL	8/01/2024
2	PLANNING BOARD SUBMITTAL	11/04/2024

PRELIMINARY - NOT FOR CONSTRUCTION

Designed: JHK
 Scale: AS NOTED
 Drawn: JHK
 Checked: JHK
 Date: 8/01/2024

15 Arlington Street
 Asheville, N.C. 28801
 Phone: 1-828-232-4700
 Fax: 1-828-232-1331
 www.brooksea.com

CDG ENGINEERS AND ASSOCIATES, INC

Project No: 597223
 Drawing Title: WIDENING PLAN

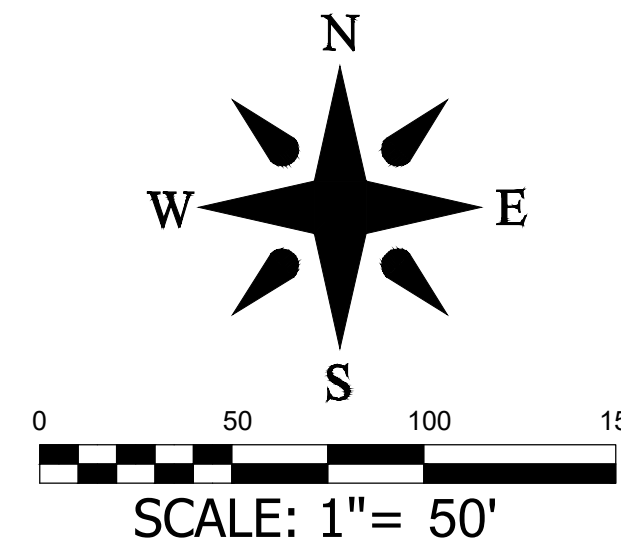
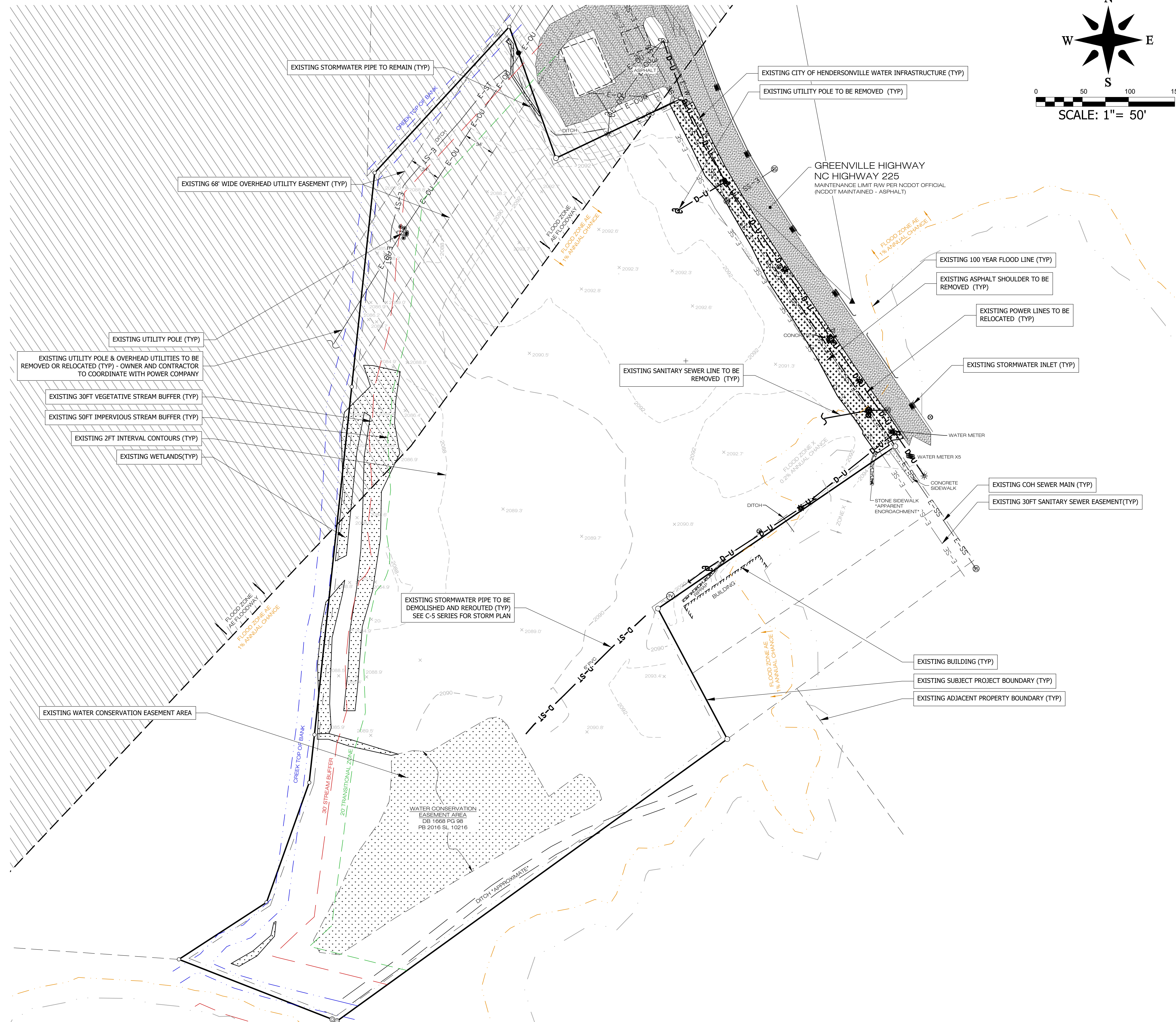
715 GREENVILLE HWY APARTMENTS
 CITY OF HENDERSONVILLE NORTH CAROLINA

EXIST. CONDITIONS LEGEND

- EXIST. BOUNDARY
- EXIST. ADJOINER
- MONUMENT FOUND
- REBAR FOUND
- IRON PIPE FOUND
- NAIL FOUND
- CORNER TREE FOUND
- EXIST. STREAM
- EXIST. STREAM BUFFER
- EXIST. WETLAND
- EXIST. FEMA NON-ENCROACHMENT
- FEMA FLOOD HAZARD AREA (1%)
- FEMA FLOOD HAZARD AREA (0.2%)
- EXIST. RIGHT OF WAY
- EXIST. EASEMENT
- EXIST. BUILDING SETBACK
- EXISTING BUILDING
- EXISTING SIDEWALK
- EXISTING PAVEMENT
- EXISTING GRAVEL
- EXIST. CURB
- EXIST. MANHOLE
- EXIST. SANITARY SEWER
- EXIST. SEWER CLEAN OUT
- EXIST. WATER LINE
- EXIST. WATER METER
- EXIST. FIRE HYDRANT
- EXIST. WATER VALVE
- EXIST. OVERHEAD UTILITIES
- EXIST. POWER POLE
- EXIST. UNDERGRND UTILITIES
- EXIST. STORM DRAIN
- EXIST. CURB INLET
- EXIST. JUNCTION BOX
- EXIST. DROP INLET
- EXIST. TELE MANHOLE
- EXIST. DROP INLET
- EXIST. TRANSFORMER
- EXIST. LIGHT POLE
- EXIST. MINOR CONTOUR
- EXIST. MAJOR CONTOUR
- ABANDON EASEMENT
- ABANDON PROPERTY LINE
- DEMO BUILDING
- DEMO CONCRETE
- DEMO PAVEMENT
- DEMO GRAVEL
- DEMO CURB
- DEMO SANITARY SEWER
- DEMO WATER LINE
- DEMO OTHER UTILITIES
- DEMO STORM DRAIN
- EXISTING TREELINE
- TREE TO REMAIN
- TREE TO BE REMOVED
- EXIST. FENCE

DEVELOPMENT DATA

PROPERTY ADDRESS: 715 GREENVILLE HWY
HENDERSONVILLE NC 28792
 PIN NUMBER: 9568832082, 9568834302, 9568832474
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Date	REVISIONS/SUBMISSIONS
8/01/2024 <td>1 PLANNING AND ZONING SUBMITTAL</td>	1 PLANNING AND ZONING SUBMITTAL
11/04/2024 <td>2 PLANNING BOARD SUBMITTAL</td>	2 PLANNING BOARD SUBMITTAL

CDG ENGINEERS & ASSOCIATES
 NORTH CAROLINA
 PROFESSIONAL ENGINEERS
 LICENSE NO. 4573

PRELIMINARY - NOT FOR CONSTRUCTION

Designed: JHK
 Drawn: JHK
 Checked: JHK
 Reviewed: JHK
 Scale: AS NOTED
 Date: 8/01/2024

15 Arlington Street
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CDG ENGINEERS AND ASSOCIATES, INC

Project No: 597223
 Drawing Title: EXISTING CONDITIONS AND SURVEY
 715 GREENVILLE HWY APARTMENTS
 CITY OF HENDERSONVILLE NORTH CAROLINA

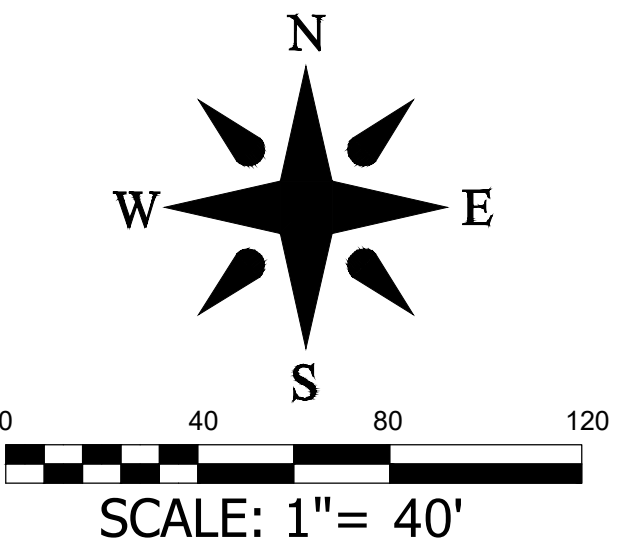
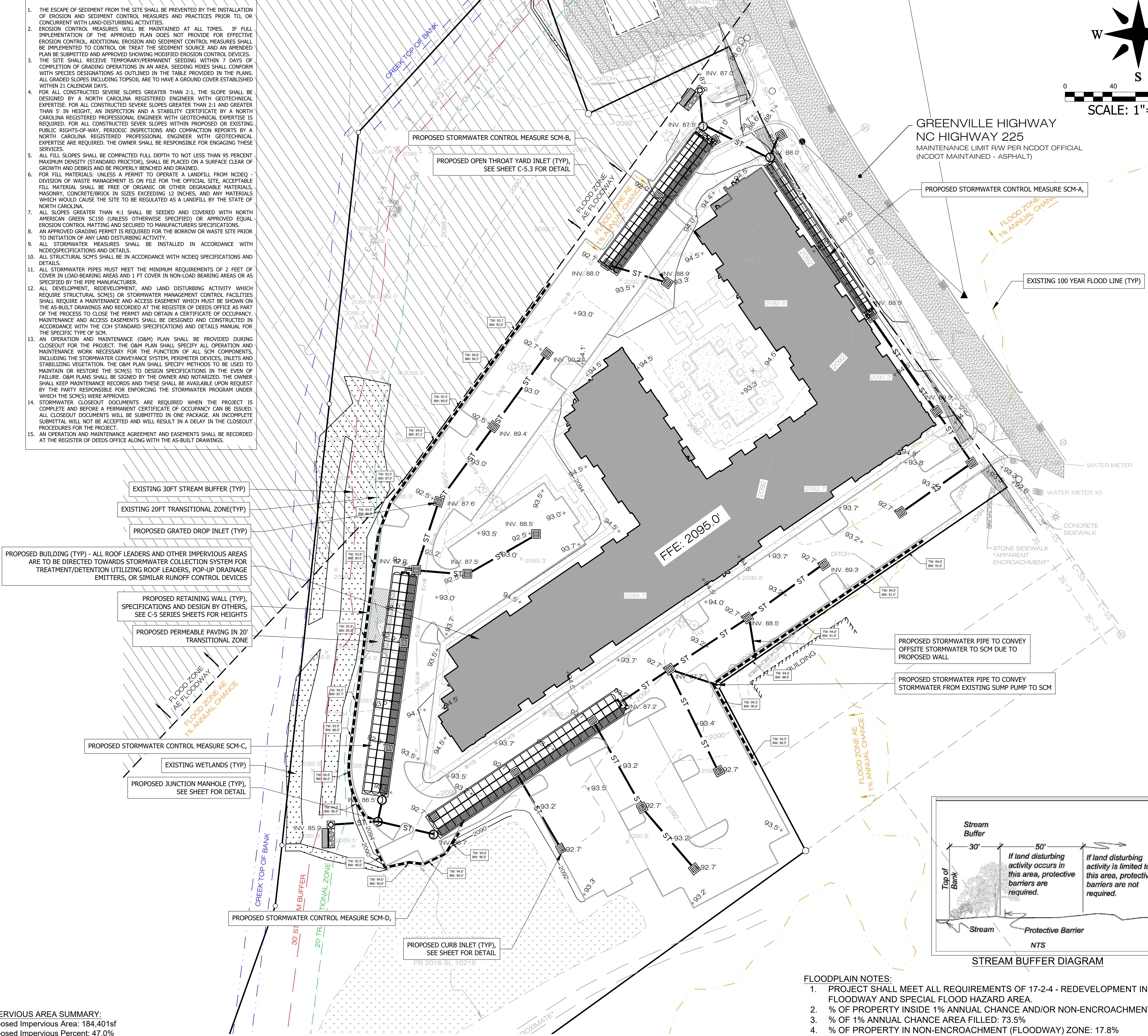
Revision/Issuance number with a triangle indicates changes made on this sheet.

GRADING AND STORMWATER LEGEND

Legend table listing symbols for existing and new features: EXIST. BOUNDARY, EXIST. ADJOINER, EXIST. STREAM, EXIST. STREAM BUFFER, EXIST. WETLAND, EXIST. FEMA NON-ENCROACHMENT FLOOD HAZARD AREA (1%), EXIST. RIGHT OF WAY, EXIST. EASEMENT, EXIST. BUILDING SETBACK, EXISTING BUILDING, EXISTING SIDEWALK, EXISTING PAVEMENT, EXIST. CURB, EXIST. MANHOLE, EXIST. SANITARY SEWER, EXIST. SEWER CLEAN OUT, EXIST. WATER LINE, EXIST. WATER METER, EXIST. FIRE HYDRANT, EXIST. WATER VALVE, EXIST. OVERHEAD UTILITIES, EXIST. POWER POLE, EXIST. UNDERGROUND UTILITIES, EXIST. STORM DRAIN, EXIST. CURB INLET, EXIST. JUNCTION BOX, EXIST. DROP INLET, EXIST. TELE MANHOLE, EXIST. DROP INLET, EXIST. TRANSFORMER, EXIST. LIGHT POLE, EXIST. MINOR CONTOUR, EXIST. MAJOR CONTOUR, NEW BUILDING, NEW PAVEMENT, NEW HD PAVEMENT, NEW CONCRETE SIDEWALK, NEW GRAVEL, NEW CURB & GUTTER, NEW YARD INLET, NEW DROP INLET, NEW CURB INLET, NEW JUNCTION BOX, NEW HEADWALL, NEW FLARED END SECTION, NEW RIP-RAP OUTLET PROTECTION, NEW STORM PIPE, GRASS-LINED DITCH WITH MATTING, RIP-RAP LINED DITCH, NEW MINOR CONTOUR, NEW MAJOR CONTOUR, NEW SPOT GRADE, NEW PROPERTY LINES, NEW RIGHT OF WAY, NEW WATER DISTRIBUTION MAIN, NEW WATER FIRE HYDRANT, NEW MANHOLE, NEW SEWER LINE, LIMITS OF DISTURBANCE, NEW WALL (BY OTHERS), TEMP. TREE PROTECTION FENCE.

GRADING AND STORMWATER NOTES

- 1. THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED BY THE INSTALLATION OF EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO, OR CONCURRENT WITH LAND-DISTURBING ACTIVITIES.
2. EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AND AN AMENDED PLAN BE SUBMITTED AND APPROVED SHOWING MODIFIED EROSION CONTROL DEVICES.
3. THE SITE SHALL RECEIVE TEMPORARY/PERMANENT SEEDING WITHIN 7 DAYS OF COMPLETION OF GRADING OPERATIONS IN AN AREA. SEEDING MIXES SHALL CONFORM WITH SPECIES DESIGNATIONS AS OUTLINED IN THE TABLE PROVIDED IN THE PLANS. ALL GRADED SLOPES INCLUDING TOPSOIL ARE TO HAVE A GROUND COVER ESTABLISHED WITHIN 21 CALENDAR DAYS.
4. FOR ALL CONSTRUCTED SEVERE SLOPES GREATER THAN 2:1, THE SLOPE SHALL BE DESIGNED BY A NORTH CAROLINA REGISTERED ENGINEER WITH GEOTECHNICAL EXPERTISE. FOR ALL CONSTRUCTED SEVERE SLOPES GREATER THAN 2:1 AND GREATER THAN 5' IN HEIGHT, AN INSPECTION AND A STABILITY CERTIFICATE BY A NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER WITH GEOTECHNICAL EXPERTISE IS REQUIRED. FOR ALL CONSTRUCTED SEVERE SLOPES WITHIN PROPOSED OR EXISTING PUBLIC RIGHTS-OF-WAY, PERIODIC INSPECTIONS AND COMPACTION REPORTS BY A NORTH CAROLINA REGISTERED PROFESSIONAL ENGINEER WITH GEOTECHNICAL EXPERTISE ARE REQUIRED. THE OWNER SHALL BE RESPONSIBLE FOR ENGAGING THESE SERVICES.
5. ALL FILL SLOPES SHALL BE COMPACTED FULL DEPTH TO NOT LESS THAN 95 PERCENT MAXIMUM DENSITY (STANDARD PROCTOR), SHALL BE PLACED ON A SURFACE CLEAR OF GROWTH AND DEBRIS AND BE PROPERLY BENCH AND DRAINED.
6. FOR FILL MATERIALS: UNLESS A PERMIT TO OPERATE A LANDFILL FROM NCDQE - DIVISION OF WASTE MANAGEMENT IS ON FILE FOR THE OFFICIAL SITE, ACCEPTABLE FILL MATERIAL SHALL BE FREE OF ORGANIC OR OTHER DEGRADABLE MATERIALS, MASONRY, CONCRETE/BRICK IN SIZES EXCEEDING 12 INCHES, AND ANY MATERIALS WHICH WOULD CAUSE THE SITE TO BE REGULATED AS A LANDFILL BY THE STATE OF NORTH CAROLINA.
7. ALL SLOPES GREATER THAN 4:1 SHALL BE SEEDED AND COVERED WITH NORTH AMERICAN GREEN SC150 (UNLESS OTHERWISE SPECIFIED) OR APPROVED EQUAL EROSION CONTROL MATTING AND SECURED TO MANUFACTURERS SPECIFICATIONS.
8. AN APPROVED GRADING PERMIT IS REQUIRED FOR THE BORROW OR WASTE SITE PRIOR TO INITIATION OF ANY LAND DISTURBING ACTIVITY.
9. ALL STORMWATER MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH NCDQS SPECIFICATIONS AND DETAILS.
10. ALL STRUCTURAL SCMS SHALL BE IN ACCORDANCE WITH NCDQE SPECIFICATIONS AND DETAILS.
11. ALL STORMWATER PIPES MUST MEET THE MINIMUM REQUIREMENTS OF 2 FEET OF COVER IN LOAD BEARING AREAS AND 1 FT COVER IN NON-LOAD BEARING AREAS OR AS SPECIFIED BY THE PIPE MANUFACTURER.
12. ALL DEVELOPMENT, REDEVELOPMENT, AND LAND DISTURBING ACTIVITY WHICH REQUIRE STRUCTURAL SCM(S) OR STORMWATER MANAGEMENT CONTROL FACILITIES SHALL REQUIRE A MAINTENANCE AND ACCESS EASEMENT WHICH MUST BE SHOWN ON THE AS-BUILT DRAWINGS AND RECORDED AT THE REGISTER OF DEEDS OFFICE AS PART OF THE PROCESS TO CLOSE THE PERMIT AND OBTAIN A CERTIFICATE OF OCCUPANCY. MAINTENANCE AND ACCESS EASEMENTS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE COH STANDARD SPECIFICATIONS AND DETAILS MANUAL FOR THE SPECIFIC TYPE OF SCM.
13. AN OPERATION AND MAINTENANCE (O&M) PLAN SHALL BE PROVIDED DURING CLOSEOUT FOR THE PROJECT. THE O&M PLAN SHALL SPECIFY ALL OPERATION AND MAINTENANCE WORK NECESSARY FOR THE FUNCTION OF ALL SCM COMPONENTS, INCLUDING THE STORMWATER CONVEYANCE SYSTEM, PERIMETER DEVICES, INLETS AND STABILIZING VEGETATION. THE O&M PLAN SHALL SPECIFY METHODS TO BE USED TO MAINTAIN OR RESTORE THE SCM(S) TO DESIGN SPECIFICATIONS IN THE EVENT OF FAILURE. O&M PLANS SHALL BE SIGNED BY THE OWNER AND NOTARIZED. THE OWNER SHALL KEEP MAINTENANCE RECORDS AND THESE SHALL BE AVAILABLE UPON REQUEST BY THE PARTY RESPONSIBLE FOR ENFORCING THE STORMWATER PROGRAM UNDER WHICH THE SCM(S) WERE APPROVED.
14. STORMWATER CLOSEOUT DOCUMENTS ARE REQUIRED WHEN THE PROJECT IS COMPLETE AND BEFORE A PERMANENT CERTIFICATE OF OCCUPANCY CAN BE ISSUED. ALL CLOSEOUT DOCUMENTS WILL BE SUBMITTED IN ONE PACKAGE. AN INCOMPLETE SUBMITTAL WILL NOT BE ACCEPTED AND WILL RESULT IN A DELAY IN THE CLOSEOUT PROCEDURES FOR THE PROJECT.
15. AN OPERATION AND MAINTENANCE AGREEMENT AND EASEMENTS SHALL BE RECORDED AT THE REGISTER OF DEEDS OFFICE ALONG WITH THE AS-BUILT DRAWINGS.

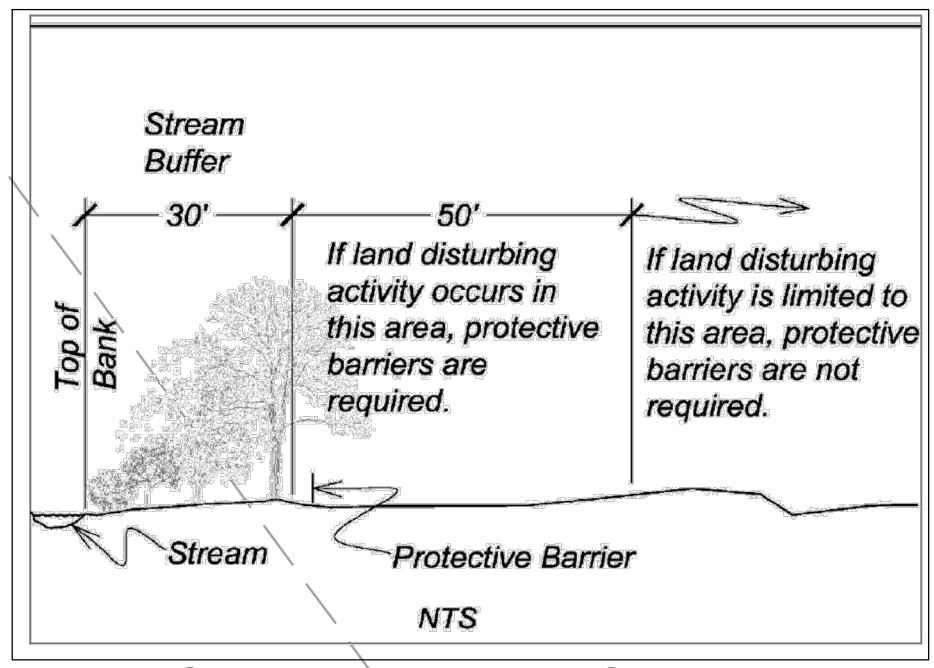


GREENVILLE HIGHWAY NC HIGHWAY 225 MAINTENANCE LIMIT RW PER NCDOT OFFICIAL (NCDOT MAINTAINED - ASPHALT)

PROPOSED STORMWATER CONTROL MEASURE SCM-A

EXISTING 100 YEAR FLOOD LINE (TYP)

PROPOSED STORMWATER PIPE TO CONVEY OFFSITE STORMWATER TO SCM DUE TO PROPOSED WALL
PROPOSED STORMWATER PIPE TO CONVEY STORMWATER FROM EXISTING SUMP PUMP TO SCM



FLOODPLAIN NOTES:

- 1. PROJECT SHALL MEET ALL REQUIREMENTS OF 17-24 - REDEVELOPMENT IN THE FLOODWAY AND SPECIAL FLOOD HAZARD AREA.
2. % OF PROPERTY INSIDE 1% ANNUAL CHANCE AND/OR NON-ENCROACHMENT AREA: 97.8%
3. % OF 1% ANNUAL CHANCE AREA FILLED: 73.5%
4. % OF PROPERTY IN NON-ENCROACHMENT (FLOODWAY) ZONE: 17.8%
5. % OF NON-ENCROACHMENT (FLOODWAY) ZONE FILLED: 0%

DEVELOPMENT DATA

PROPERTY ADDRESS: 715 GREENVILLE HWY HENDERSONVILLE NC 28792
PIN NUMBER: 9568832082 9568834302 9568832474
PROPERTY SIZE: 9.01 AC
ZONING REVIEW: CITY OF HENDERSONVILLE
EROSION CONTROL REVIEW: HENDERSON COUNTY
STORMWATER REVIEW: CITY OF HENDERSONVILLE
ZONING CLASSIFICATION: PCD
PROPOSED NUMBER OF UNITS: 185
PROPOSED DENSITY: 20.55 UNITS / AC
PROPERTY OWNER: SOUTH MARKET, LLC
CONTACT: RICHARD HERMAN
ADDRESS: 2809 HAMPTON DRIVE HENDERSONVILLE NC 28792
EMAIL: rherman@southmarket.com
PHONE: 828-677-4201
DEVELOPER: FIRST VICTORY, INC
CONTACT: TRAVIS FOWLER
ADDRESS: 542 S CALDWELL ST BREVARD, NC 28712
EMAIL: travis@firstvictory.com
PHONE: 828-808-6433
ENGINEER: BROOKS ENGINEERING ASSOCIATES
CONTACT: JOHN KINNAIRD
ADDRESS: 15 ARLINGTON ST ASHEVILLE, NC 28801
EMAIL: JKINNAIRD@BROOKSEA.COM
PHONE: 828-232-4700
LANDSCAPE ARCH: FIND THE LINE STUDIOS
CONTACT: ROB DULL
ADDRESS: 305 POLE CREAMS ROAD ASHEVILLE NC 28806
EMAIL: ROB@FINDTHELINESTUDIOS.COM
PHONE: 828-674-5592

IMPERVIOUS AREA SUMMARY:
Proposed Impervious Area: 184,401sf
Proposed Impervious Percent: 47.0%

Project information table including Date (8/01/2024), Revisions/Submissions (1: PLANNING AND ZONING SUBMITTAL, 2: PLANNING BOARD SUBMITTAL), Designer (JHK), Scale (AS NOTED), Date (8/01/2024), Address (15 Arlington Street, Asheville, N.C. 28801), Phone (1-828-232-4700), Website (www.brooksea.com), Project Name (715 GREENVILLE HWY APARTMENTS), City (CITY OF HENDERSONVILLE), Drawing Title (OVERALL STORMWATER PLAN), and Project No. (597223).



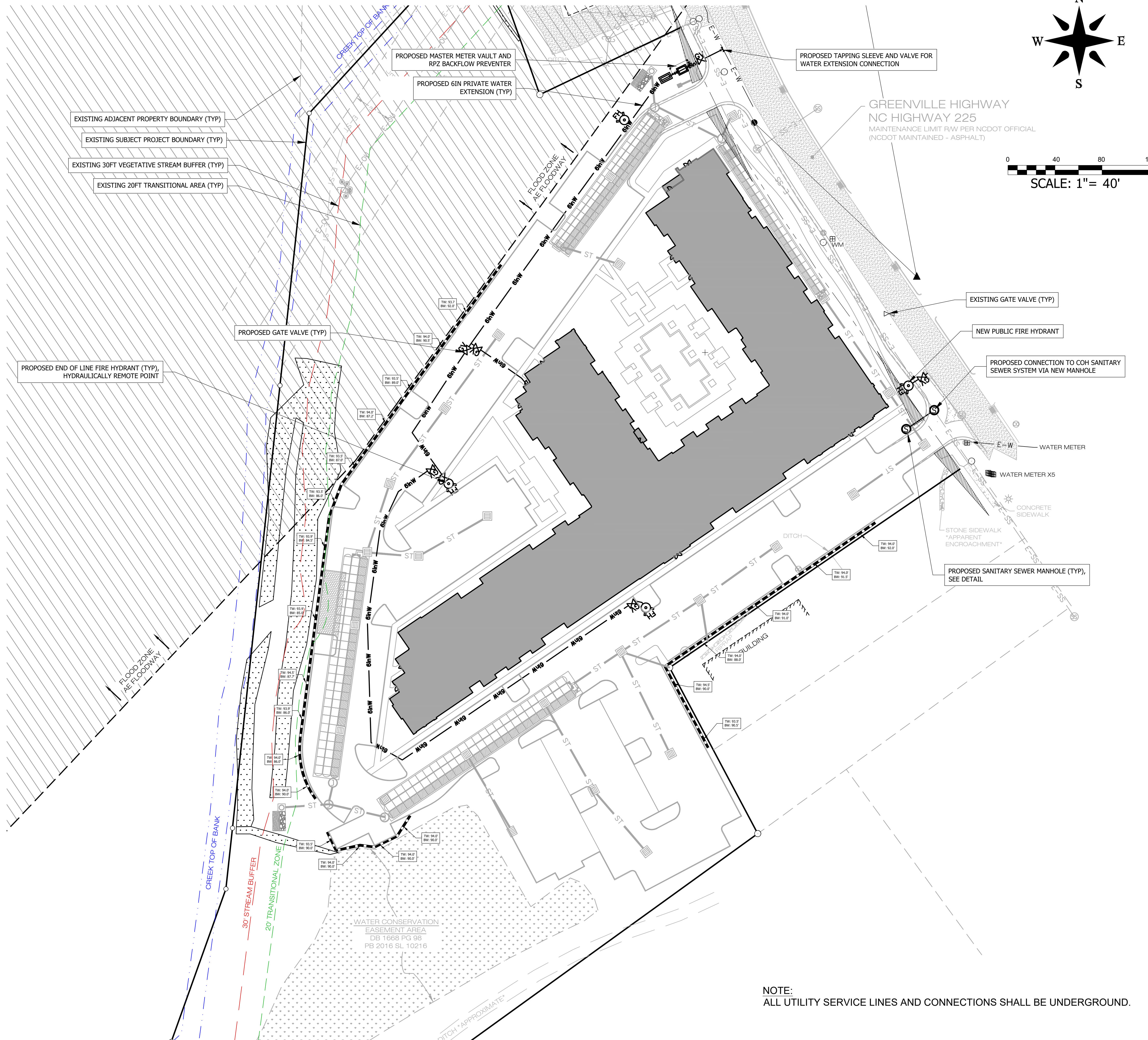
PRELIMINARY - NOT FOR CONSTRUCTION

UTILITIES LEGEND

- EXIST. BOUNDARY
- EXIST. ADJOINER
- EXIST. STREAM
- EXIST. STREAM BUFFER
- EXIST. WETLAND
- EXIST. FEMA NON-ENCROACHMENT
- EXIST. FEMA FLOOD HAZARD AREA (1%)
- EXIST. FEMA FLOOD HAZARD AREA (0.2%)
- EXIST. RIGHT OF WAY
- EXIST. EASEMENT
- EXIST. BUILDING SETBACK
- EXISTING BUILDING
- EXISTING SIDEWALK
- EXISTING PAVEMENT
- EXIST. CURB
- EXIST. MANHOLE
- EXIST. SANITARY SEWER
- EXIST. SEWER CLEAN OUT
- EXIST. WATER LINE
- EXIST. WATER METER
- EXIST. FIRE HYDRANT
- EXIST. WATER VALVE
- EXIST. OVERHEAD UTILITIES
- EXIST. POWER POLE
- EXIST. UNDERGROUND UTILITIES
- EXIST. STORM DRAIN
- EXIST. CURB INLET
- EXIST. JUNCTION BOX
- EXIST. DROP INLET
- EXIST. TELE MANHOLE
- EXIST. DROP INLET
- EXIST. TRANSFORMER
- EXIST. LIGHT POLE
- EXIST. SEWER EASEMENT
- EXIST. WATER EASEMENT
- EXIST. MINOR CONTOUR
- EXIST. MAJOR CONTOUR
- NEW BUILDING
- NEW PAVEMENT
- NEW CONCRETE SIDEWALK
- NEW GRAVEL
- NEW CURB & GUTTER
- NEW YARD INLET
- NEW DROP INLET
- NEW CURB INLET
- NEW JUNCTION BOX
- NEW HEADWALL
- NEW FLARED END SECTION
- NEW STORM PIPE
- RIP RAP LINED DITCH
- NEW MINOR CONTOUR
- NEW MAJOR CONTOUR
- NEW PROPERTY LINES
- NEW RIGHT OF WAY
- NEW WATER DISTRIBUTION MAIN
- NEW WATER FIRE HYDRANT
- NEW WATER VALVE
- NEW AIR/VAC RLS VALVE
- NEW WATER BLOW-OFF VALVE
- NEW WATER DOMESTIC METER
- NEW WATER EASEMENT
- NEW MANHOLE
- NEW SEWER LINE
- NEW SANITARY CO / SERVICE
- NEW SEWER EASEMENT
- NEW WALL (BY OTHERS)

DEVELOPMENT DATA

PROPERTY ADDRESS: 715 GREENVILLE HWY
 HENDERSONVILLE NC 28792
 PIN NUMBER: 9568832082, 9568834302, 9568832474
 PROPERTY SIZE: 9.01 AC
 ZONING REVIEW: CITY OF HENDERSONVILLE
 EROSION CONTROL REVIEW: HENDERSON COUNTY
 STORMWATER REVIEW: CITY OF HENDERSONVILLE
 ZONING CLASSIFICATION: PCD
 PROPOSED NUMBER OF UNITS: 185
 PROPOSED DENSITY: 20.55 UNITS / AC
 PROPERTY OWNER: SOUTH MARKET, LLC
 CONTACT: RICHARD HERMAN
 ADDRESS: 2809 HAMPTON DRIVE
 HENDERSONVILLE NC 28792
 EMAIL: ---
 PHONE: 828-577-4201
 DEVELOPER: FIRST VICTORY, INC
 CONTACT: TRAVIS FOWLER
 ADDRESS: 542 S CALDWELL ST
 BREVARD, NC 28712
 EMAIL: travis@firstvictory.com
 PHONE: 828-808-6433
 ENGINEER: BROOKS ENGINEERING ASSOCIATES
 CONTACT: JOHN KINNAIRD
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 EMAIL: JKINNAIRD@BROOKSEA.COM
 PHONE: 828-232-4700
 LANDSCAPE ARCH.: FIND THE LINE STUDIOS
 CONTACT: ROB DULL
 ADDRESS: 305 POLE CREAMS ROAD
 ASHEVILLE NC 28806
 EMAIL: ROB@FINDTHELINESTUDIOS.COM
 PHONE: 828-674-5592



NOTE: ALL UTILITY SERVICE LINES AND CONNECTIONS SHALL BE UNDERGROUND.

Project No: 597223	Drawing Title: C-7.0 UTILITY PLAN	City of Hendersonville NORTH CAROLINA										
		715 GREENVILLE HWY APARTMENTS										
 CDG ENGINEERS AND ASSOCIATES, INC 15 Arlington Street Asheville, N.C. 28801 Phone: 1-828-232-4700 Fax: 1-828-232-1331 www.brooksea.com		PRELIMINARY - NOT FOR CONSTRUCTION										
Revisions/Submissions: <table border="1"> <tr> <th>No.</th> <th>Date</th> <th>Description</th> </tr> <tr> <td>1</td> <td>8/01/2024</td> <td>PLANNING AND ZONING SUBMITTAL</td> </tr> <tr> <td>2</td> <td>11/04/2024</td> <td>PLANNING BOARD SUBMITTAL</td> </tr> </table>		No.	Date	Description	1	8/01/2024	PLANNING AND ZONING SUBMITTAL	2	11/04/2024	PLANNING BOARD SUBMITTAL	Date: 8/01/2024 Revisions/Submissions: 11/04/2024	
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CONSULTANTS

NOT FOR CONSTRUCTION

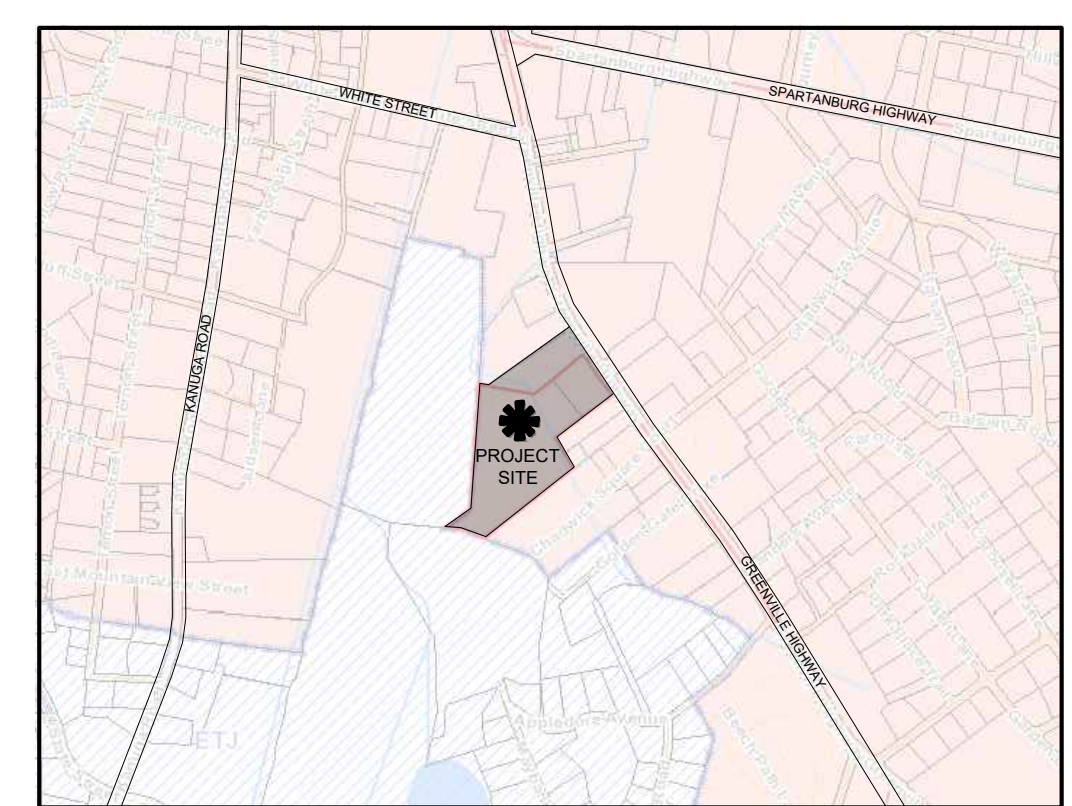
715 GREENVILLE HWY MULTI-FAMILY OVERALL SITE PLAN

PLAN SET

#	DATE	DESCRIPTION
1	7.29.24	C2D SUBMITTAL
2	11.4.24	P&Z SUBMITTAL

SHEET NO.

L-200



VICINITY MAP

PROJECT ADDRESS:
715 GREENVILLE HWY
HENDERSONVILLE, NC

TOTAL PROPERTY AREA:
9.01 ACRES (392,475.6 SF)

SITE COVERAGE:
BUILDING GROSS FLOOR AREA: 231,037 SF

BUILDING FOOTPRINT: 58,367 SF
PERCENTAGE OF TOTAL SITE: 14.8%

BUILDING HEIGHT: 52'0" (SEE ARCHITECTURAL PLANS)

PROPOSED NUMBER OF UNITS: 185 UNITS
PROPOSED DENSITY: 20.5 UNITS / AC

STREET AND PARKING SQUARE FOOTAGE: 102,231 SF
STREET AND PARKING PERCENTAGE OF SITE: 26% OF SITE

LANDSCAPE ARCHITECT:
ROB DULL, PLA
FIND THE LINE STUDIOS, PLLC
ASHEVILLE, NC
828.674.5592

PROPERTY OWNER:
SOUTH MARKET, LLC (RICHARD HERMAN)
2809 HAMPTON DRIVE
HENDERSONVILLE, NC 28792

DEVELOPER:
TRAVIS FOWLER
FIRST VICTORY INC
542 S CALDWELL STREET
BREVARD, NC 28712
TRAVIS@FIRSTVICTORY.COM
828-884-7934

CIVIL ENGINEER:
JOHN KINNAIRD, PE
BROOKS ENGINEERING ASSOC.
17 ARLINGTON ST.
ASHEVILLE, NC 28801
828.232.4700

ZONING:
CURRENT ZONING: PCD
PROPOSED ZONING: URBAN RESIDENTIAL CONDITIONAL ZONING DISTRICT

SETBACKS:
FRONT: 40' NCDOT RIGHT-OF-WAY*
*14' MINIMUM FRONT SETBACK FROM BACK OF EXISTING OR PROPOSED CURBS, WHICHEVER IS GREATER. IF THE EXISTING RIGHT-OF-WAY IS GREATER THAN THE MINIMUM SETBACK FROM THE BACK OF EXISTING OR PROPOSED CURBS, THE RIGHT-OF-WAY LINE WILL BECOME MINIMUM SETBACK.
SIDE: 5'
REAR: 10'

OPEN SPACE REQUIREMENTS:
OPEN SPACE REQUIRED: 117,743 SF (30%)
OPEN SPACE PROVIDED: 118,725 SF (30.3%)

OPEN SPACE WITHIN WETLANDS/OPEN WATER/FLOODPLAIN (58,136 SF);
49% OF REQUIRED OPEN SPACE AREA

COMMON SPACE REQUIREMENTS:
COMMON SPACE REQUIRED: 39,248 SF (10%)
COMMON SPACE PROVIDED: 44,372 SF (11.3%)

ENCLOSED GROUND FLOOR LEVEL COMMON SPACE (4,195 SF);
9.5% OF REQUIRED COMMON SPACE AREA

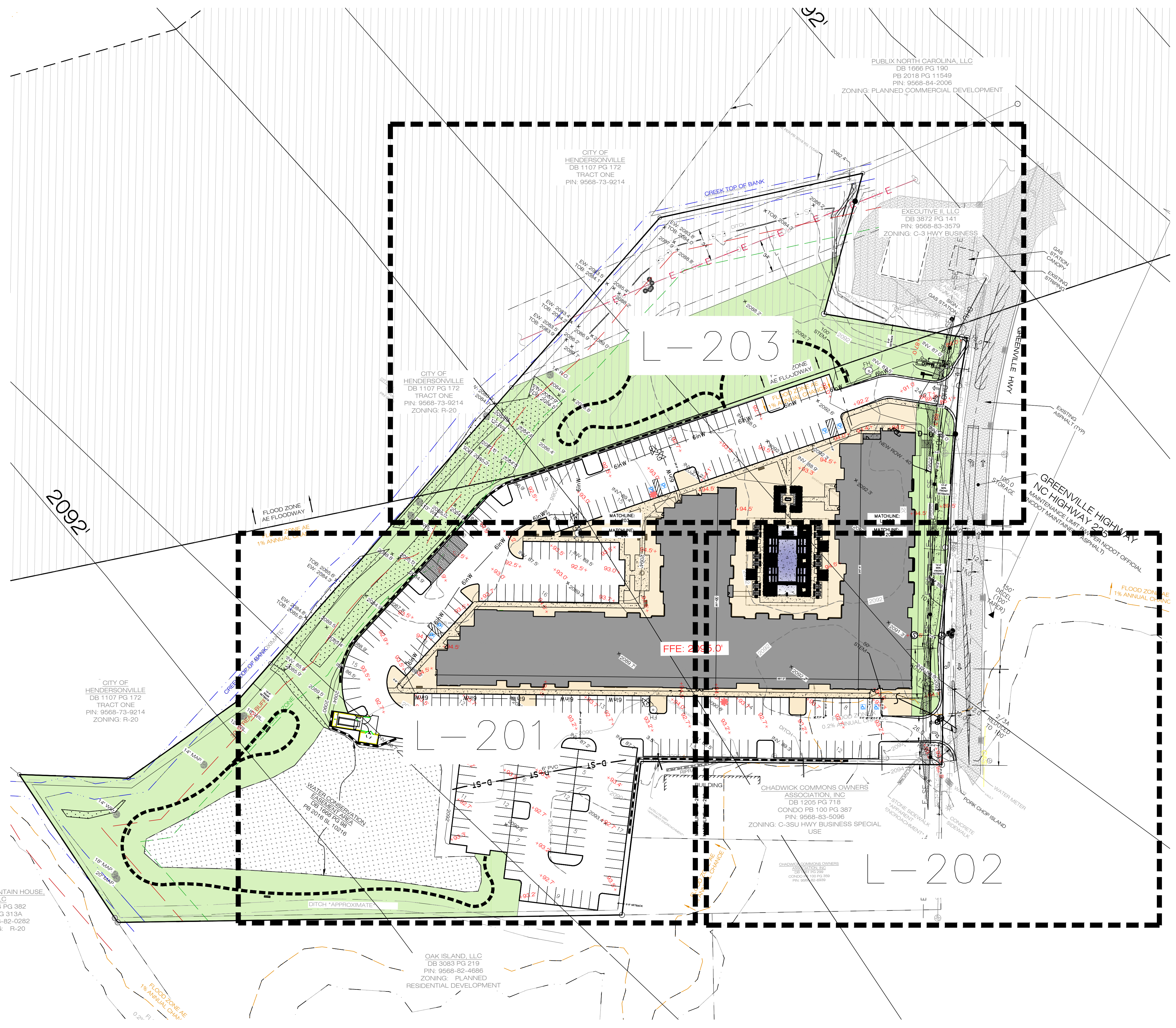
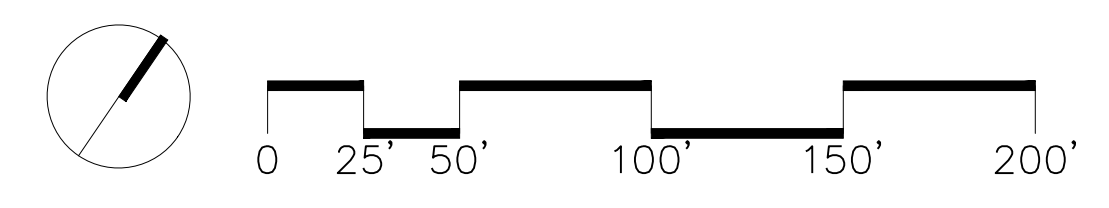
PARKING REQUIREMENTS:
PARKING REQUIRED AT 1 PER EACH DWELLING UNIT OR 1.5 PER EACH DWELLING UNIT CONTAINING THREE OR MORE BEDROOMS:
NUMBER OF UNITS: 185 UNITS (170 1/2 BEDROOM & 15 3 BEDROOM)
PARKING REQUIRED: 193 SPACES
PARKING PROVIDED: 288 SPACES (8 HANDICAPPED PARKING SPACES)

NOTES:

PROJECT SHALL MEET ALL REQUIREMENTS OF 17-2-4-REDEVELOPMENT IN THE FLOOD WAY AND SPECIAL FLOOD HAZARD AREA

ALL UTILITY SERVICE LINES AND CONNECTIONS SHALL BE UNDERGROUND

OPEN SPACE SHOWN MUST BE PRESERVED AND MAINTAINED IN PERPETUITY. OPEN SPACE TO BE MAINTAINED BY DEVELOPER.





CONSULTANTS

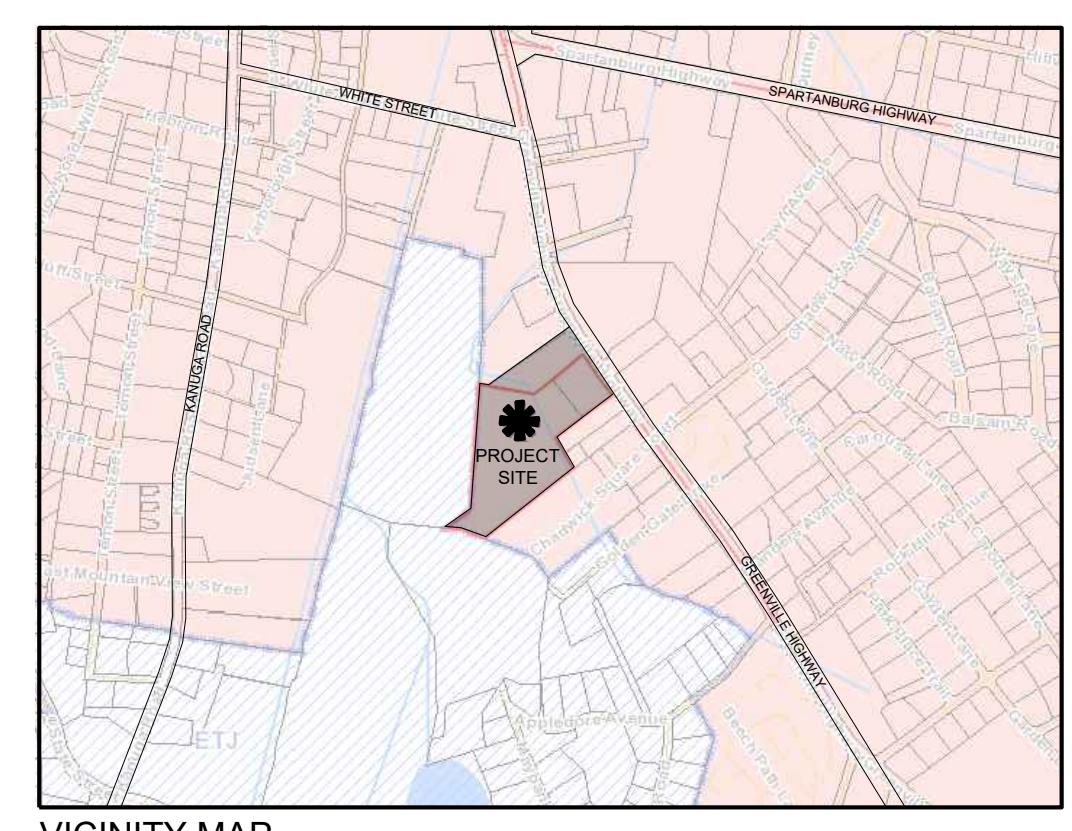
NOT FOR CONSTRUCTION

715 GREENVILLE HWY MULTI-FAMILY PRELIMINARY SITE PLAN

PLAN SET

#	DATE	DESCRIPTION
1	7.29.24	CZD SUBMITTAL
2	11.4.24	P&Z SUBMITTAL

SHEET NO. L-201



PROJECT ADDRESS: 715 GREENVILLE HWY HENDERSONVILLE, NC

TOTAL PROPERTY AREA: 9.01 ACRES (392,475.6 SF)

SITE COVERAGE: BUILDING GROSS FLOOR AREA: 231,037 SF

BUILDING FOOTPRINT: 58,367 SF PERCENTAGE OF TOTAL SITE: 14.8%

PROPOSED NUMBER OF UNITS: 185 UNITS PROPOSED DENSITY: 20.5 UNITS / AC

STREET AND PARKING SQUARE FOOTAGE: 102,231 SF STREET AND PARKING PERCENTAGE OF SITE: 26% OF SITE

LANDSCAPE ARCHITECT: ROB DULL, PLA FIND THE LINE STUDIOS, PLLC ASHEVILLE, NC 828.674.5592

PROPERTY OWNER: SOUTH MARKET, LLC (RICHARD HERMAN) 2809 HAMPTON DRIVE HENDERSONVILLE, NC 28792

DEVELOPER: TRAVIS FOWLER FIRST VICTORY INC 542 S CALDWELL STREET BREVARD, NC 28712 TRAVIS@FIRSTVICTORY.COM 828-884-7934

CIVIL ENGINEER: JOHN KINNAIRD, PE BROOKS ENGINEERING ASSOC. 17 ARLINGTON ST. ASHEVILLE, NC 28801 828.232.4700

ZONING: CURRENT ZONING: PCZ PROPOSED ZONING: URBAN RESIDENTIAL CONDITIONAL ZONING DISTRICT

SETBACKS: FRONT: 40' NCDOT RIGHT-OF-WAY *14' MINIMUM FRONT SETBACK FROM BACK OF EXISTING OR PROPOSED CURBS, WHICHEVER IS GREATER. IF THE EXISTING RIGHT-OF-WAY IS GREATER THAN THE MINIMUM SETBACK FROM THE BACK OF EXISTING OR PROPOSED CURBS, THE RIGHT-OF-WAY LINE WILL BECOME MINIMUM SETBACK. SIDE: 5' REAR: 10'

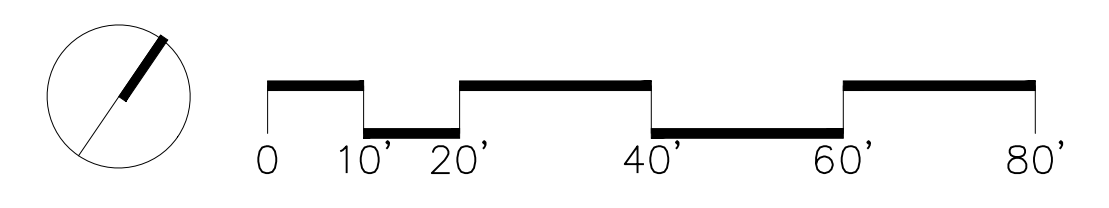
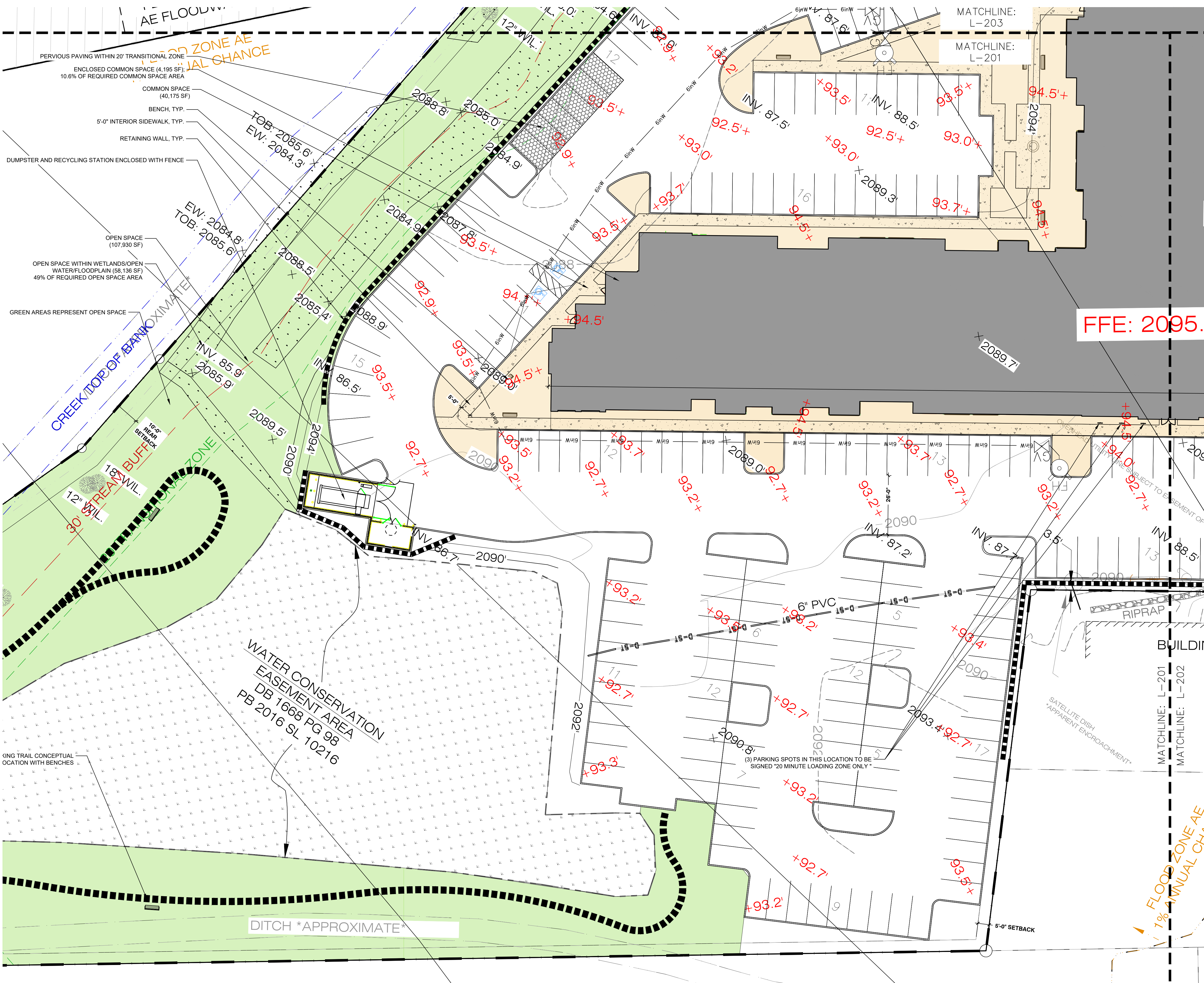
OPEN SPACE REQUIREMENTS: OPEN SPACE REQUIRED: 117,743 SF (30%) OPEN SPACE PROVIDED: 118,725 SF (30.3%)

OPEN SPACE WITHIN WETLANDS/OPEN WATER/FLOODPLAIN (58,136 SF); 49% OF REQUIRED OPEN SPACE AREA

COMMON SPACE REQUIREMENTS: COMMON SPACE REQUIRED: 39,248 SF (10%) COMMON SPACE PROVIDED: 44,372 SF (11.3%)

ENCLOSED GROUND FLOOR LEVEL COMMON SPACE (4,195 SF); 9.5% OF REQUIRED COMMON SPACE AREA

PARKING REQUIREMENTS: PARKING REQUIRED AT 1 PER EACH DWELLING UNIT OR 1.5 PER EACH DWELLING UNIT CONTAINING THREE OR MORE BEDROOMS: NUMBER OF UNITS: 185 UNITS (170 1/2 BEDROOM & 15 3 BEDROOM) PARKING REQUIRED: 193 SPACES PARKING PROVIDED: 288 SPACES (8 HANDICAPPED PARKING SPACES)

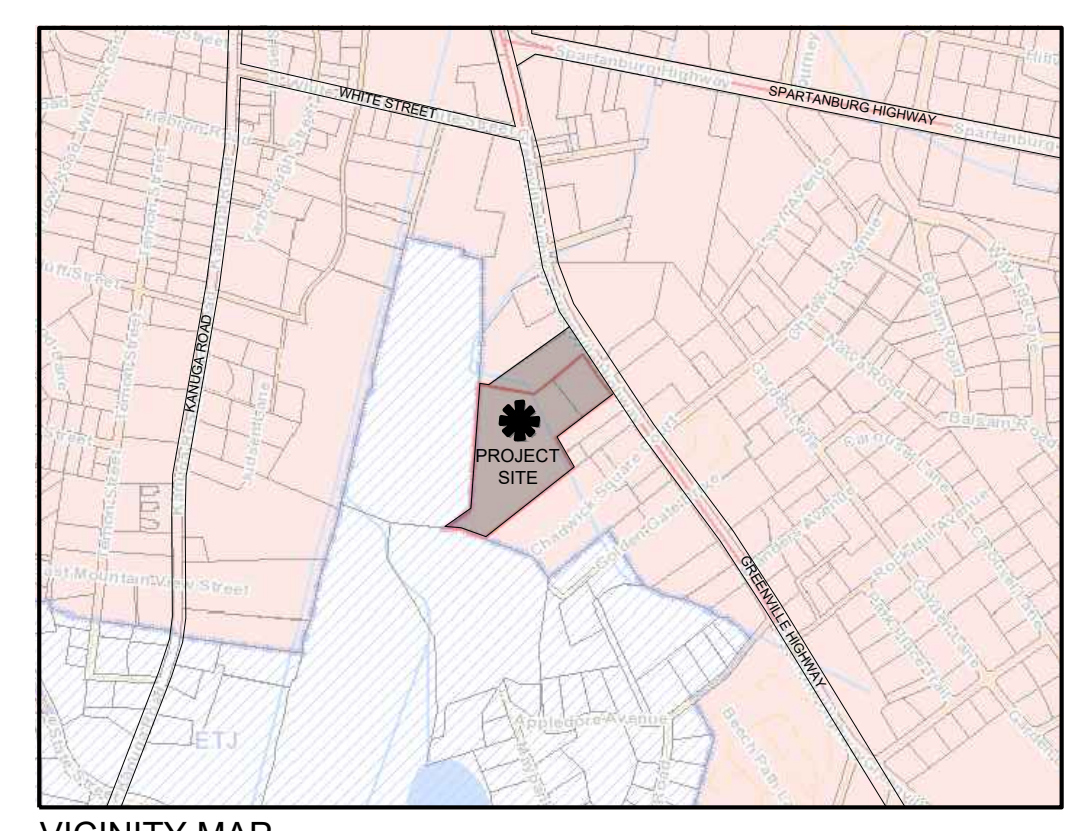




CONSULTANTS

NOT FOR CONSTRUCTION

715 GREENVILLE HWY MULTI-FAMILY
 PREPARED FOR:
 FIRST VICTORY INC.
 PRELIMINARY SITE PLAN



VICINITY MAP

PROJECT ADDRESS:
 715 GREENVILLE HWY
 HENDERSONVILLE, NC

TOTAL PROPERTY AREA:
 9.01 ACRES (392,475.6 SF)

SITE COVERAGE:
 BUILDING GROSS FLOOR AREA: 231,037 SF
 PERCENTAGE OF TOTAL SITE: 14.8%

BUILDING FOOTPRINT: 58,367 SF
 PERCENTAGE OF TOTAL SITE: 14.8%

BUILDING HEIGHT: 52'0" (SEE ARCHITECTURAL PLANS)

PROPOSED NUMBER OF UNITS: 185 UNITS
 PROPOSED DENSITY: 20.5 UNITS / AC

STREET AND PARKING SQUARE FOOTAGE: 102,231 SF
 STREET AND PARKING PERCENTAGE OF SITE: 26% OF SITE

LANDSCAPE ARCHITECT:
 ROB DULL, PLA
 FIND THE LINE STUDIOS, PLLC
 ASHEVILLE, NC
 828.674.5592

PROPERTY OWNER:
 SOUTH MARKET, LLC (RICHARD HERMAN)
 2809 HAMPTON DRIVE
 HENDERSONVILLE, NC 28792

DEVELOPER:
 TRAVIS FOWLER
 FIRST VICTORY INC
 542 S CALDWELL STREET
 BREVARD, NC 28712
 TRAVIS@FIRSTVICTORY.COM
 828-884-7934

CIVIL ENGINEER:
 JOHN KINNAIRD, PE
 BROOKS ENGINEERING ASSOC.
 17 ARLINGTON ST.
 ASHEVILLE, NC 28801
 828.232.4700

ZONING:
 CURRENT ZONING: PCD
 PROPOSED ZONING: URBAN RESIDENTIAL CONDITIONAL ZONING DISTRICT

SETBACKS:
 FRONT: 40' NCDOT RIGHT-OF-WAY*
 *14' MINIMUM FRONT SETBACK FROM BACK OF EXISTING OR PROPOSED CURBS, WHICHEVER IS GREATER. IF THE EXISTING RIGHT-OF-WAY IS GREATER THAN THE MINIMUM SETBACK FROM THE BACK OF EXISTING OR PROPOSED CURBS, THE RIGHT-OF-WAY LINE WILL BECOME MINIMUM SETBACK.
 SIDE: 5'
 REAR: 10'

OPEN SPACE REQUIREMENTS:
 OPEN SPACE REQUIRED: 117,743 SF (30%)
 OPEN SPACE PROVIDED: 118,725 SF (30.3%)

OPEN SPACE WITHIN WETLANDS/OPEN WATER/FLOODPLAIN (58,136 SF);
 49% OF REQUIRED OPEN SPACE AREA

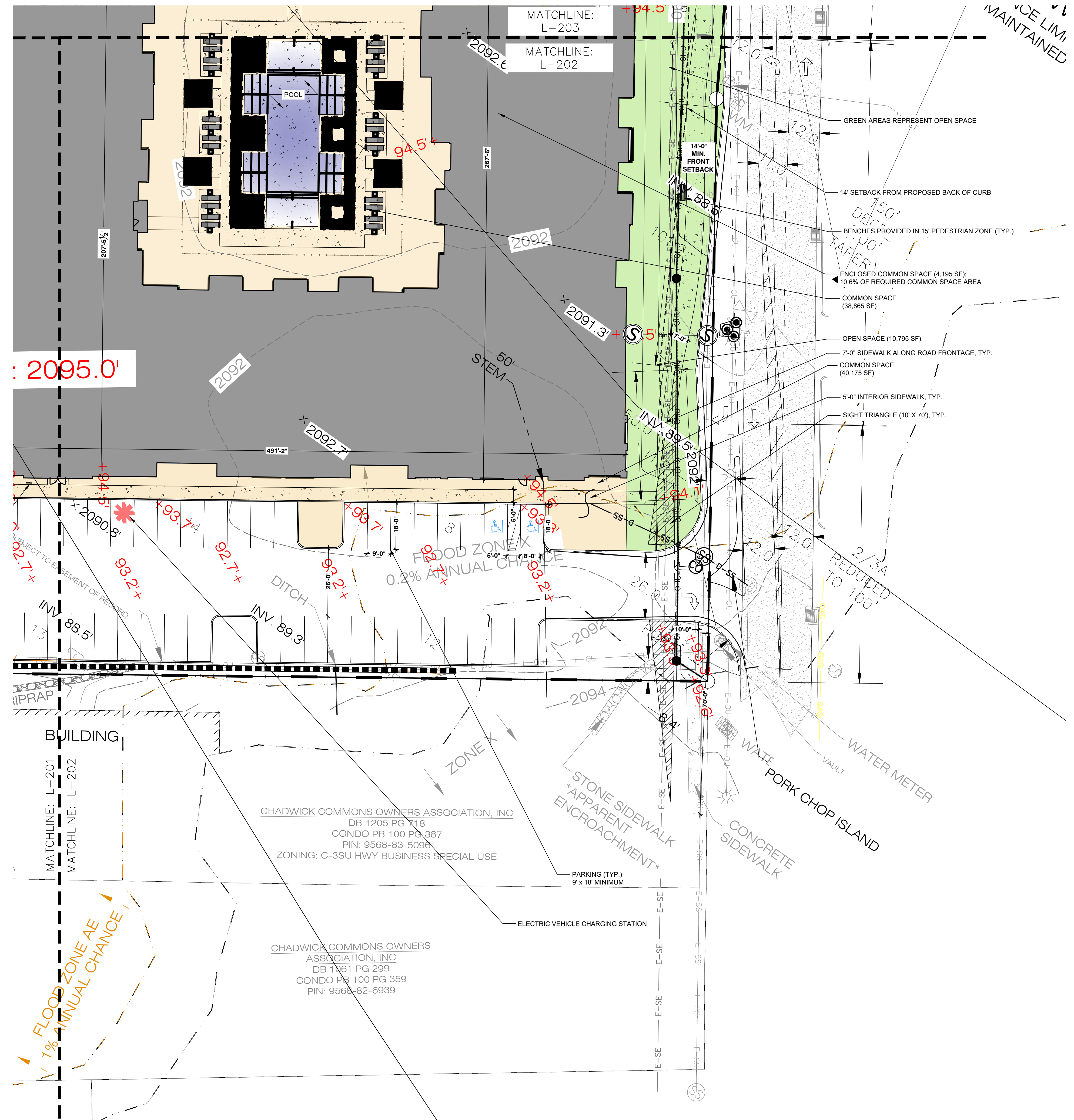
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ENCLOSED GROUND FLOOR LEVEL COMMON SPACE (4,195 SF);
 9.5% OF REQUIRED COMMON SPACE AREA

PARKING REQUIREMENTS:
 PARKING REQUIRED AT 1 PER EACH DWELLING UNIT OR 1.5 PER EACH DWELLING UNIT CONTAINING THREE OR MORE BEDROOMS:
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 PARKING REQUIRED: 193 SPACES
 PARKING PROVIDED: 288 SPACES (8 HANDICAPPED PARKING SPACES)

PLAN SET

#	DATE	DESCRIPTION
1	7.29.24	CZD SUBMITTAL
2	11.4.24	P&Z SUBMITTAL



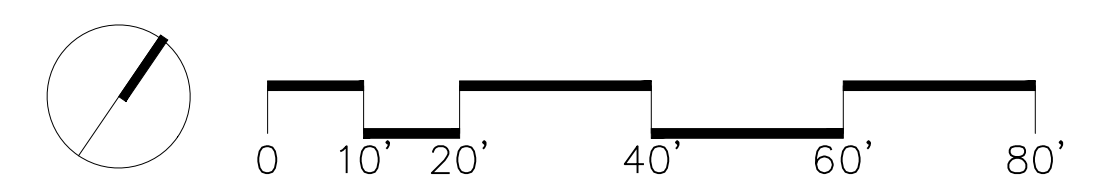
2095.0'

MATCHLINE: L-201
 MATCHLINE: L-202

FLOOD ZONE AE
 1% ANNUAL CHANCE

CHADWICK COMMONS OWNERS ASSOCIATION, INC
 DB 1205 PG X18
 CONDO PB 100 PG 387
 PIN: 9568-83-5096
 ZONING: C-3SU HWY BUSINESS SPECIAL USE

CHADWICK COMMONS OWNERS ASSOCIATION, INC
 DB 161 PG 299
 CONDO PB 100 PG 359
 PIN: 9568-82-6939



SHEET NO.

L-202

CONSULTANTS

NOT FOR CONSTRUCTION

715 GREENVILLE HWY MULTI-FAMILY PRELIMINARY SITE PLAN

PREPARED FOR: FIRST VICTORY INC.

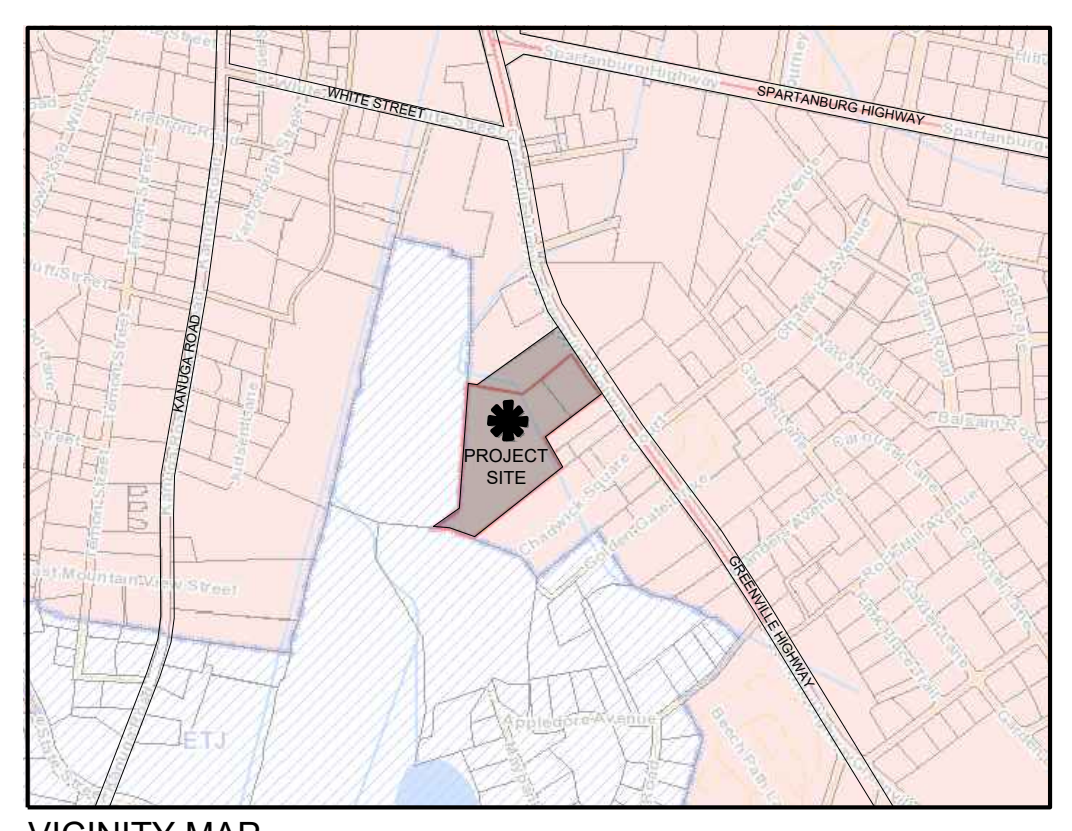
715 GREENVILLE HWY HENDERSONVILLE, NC

PLAN SET

#	DATE	DESCRIPTION
1	7.29.24	CZD SUBMITTAL
2	11.4.24	P&Z SUBMITTAL

SHEET NO.

L-203



VICINITY MAP

PROJECT ADDRESS:
715 GREENVILLE HWY
HENDERSONVILLE, NC

TOTAL PROPERTY AREA:
9.01 ACRES (392,475.6 SF)

SITE COVERAGE:
BUILDING GROSS FLOOR AREA: 231,037 SF

BUILDING FOOTPRINT: 58,367 SF
PERCENTAGE OF TOTAL SITE: 14.8%

BUILDING HEIGHT: 52'0" (SEE ARCHITECTURAL PLANS)

PROPOSED NUMBER OF UNITS: 185 UNITS
PROPOSED DENSITY: 20.5 UNITS / AC

STREET AND PARKING SQUARE FOOTAGE: 102,231 SF
STREET AND PARKING PERCENTAGE OF SITE: 26% OF SITE

LANDSCAPE ARCHITECT:
ROB DULL, PLA
FIND THE LINE STUDIOS, PLLC
ASHEVILLE, NC
828.674.5592

PROPERTY OWNER:
SOUTH MARKET, LLC (RICHARD HERMAN)
2809 HAMPTON DRIVE
HENDERSONVILLE, NC 28792

DEVELOPER:
TRAVIS FOWLER
FIRST VICTORY INC
542 S CALDWELL STREET
BREVARD, NC 28712
TRAVIS@FIRSTVICTORY.COM
828-884-7934

CIVIL ENGINEER:
JOHN KINNAIRD, PE
BROOKS ENGINEERING ASSOC.
17 ARLINGTON ST.
ASHEVILLE, NC 28801
828.232.4700

ZONING:
CURRENT ZONING: PCD
PROPOSED ZONING: URBAN RESIDENTIAL CONDITIONAL ZONING DISTRICT

SETBACKS:
FRONT: 40' NCDOT RIGHT-OF-WAY*
*14' MINIMUM FRONT SETBACK FROM BACK OF EXISTING OR PROPOSED CURBS, WHICHEVER IS GREATER. IF THE EXISTING RIGHT-OF-WAY IS GREATER THAN THE MINIMUM SETBACK FROM THE BACK OF EXISTING OR PROPOSED CURBS, THE RIGHT-OF-WAY LINE WILL BECOME MINIMUM SETBACK.
SIDE: 5'
REAR: 10'

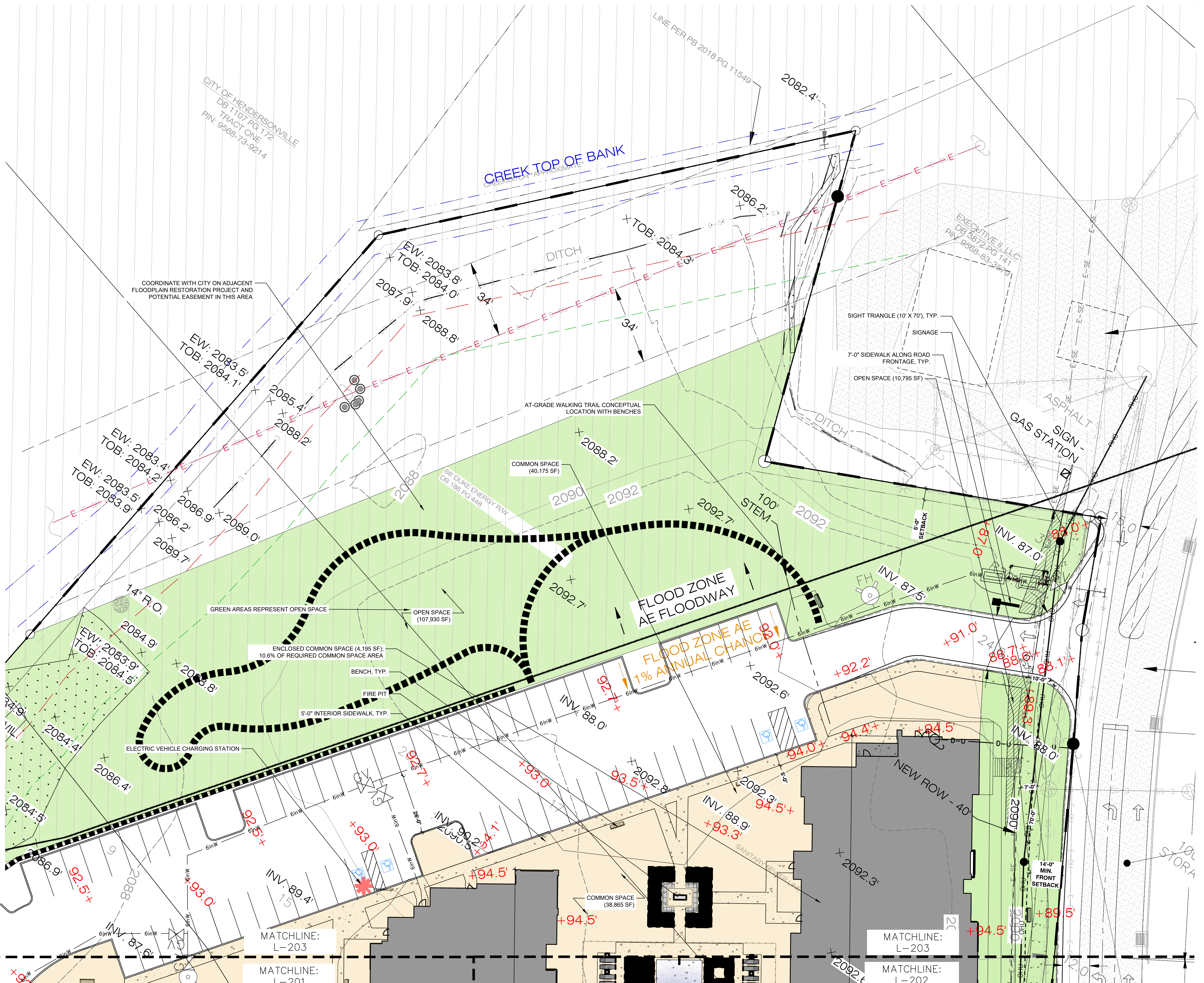
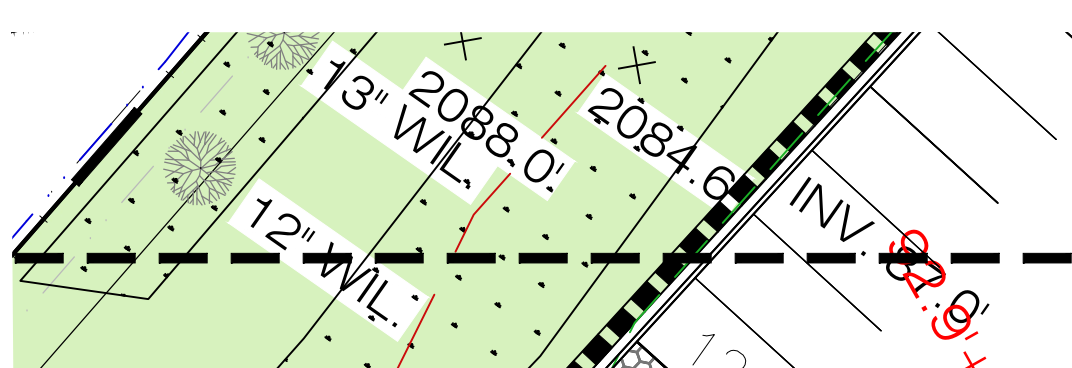
OPEN SPACE REQUIREMENTS:
OPEN SPACE REQUIRED: 117,743 SF (30%)
OPEN SPACE PROVIDED: 118,725 SF (30.3%)

OPEN SPACE WITHIN WETLANDS/OPEN WATER/FLOODPLAIN (58,136 SF);
49% OF REQUIRED OPEN SPACE AREA

COMMON SPACE REQUIREMENTS:
COMMON SPACE REQUIRED: 39,248 SF (10%)
COMMON SPACE PROVIDED: 44,372 SF (11.3%)

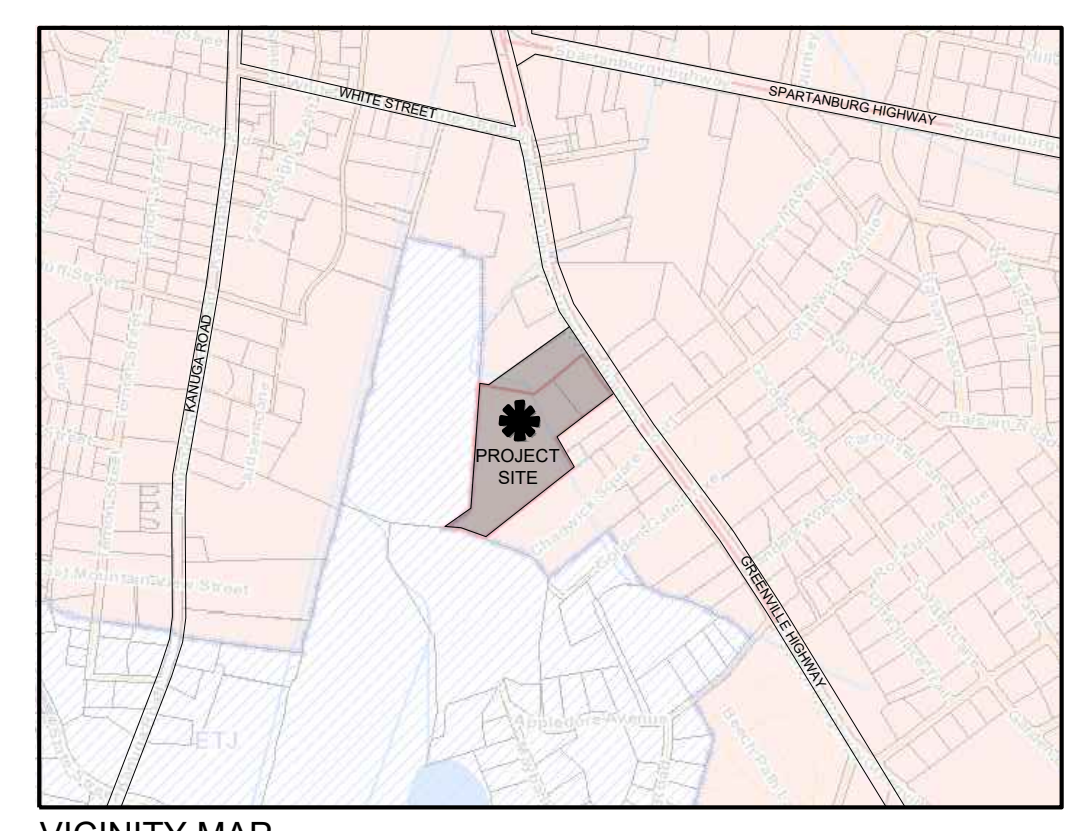
ENCLOSED GROUND FLOOR LEVEL COMMON SPACE (4,195 SF);
9.5% OF REQUIRED COMMON SPACE AREA

PARKING REQUIREMENTS:
PARKING REQUIRED AT 1 PER EACH DWELLING UNIT OR 1.5 PER EACH DWELLING UNIT CONTAINING THREE OR MORE BEDROOMS:
NUMBER OF UNITS: 185 UNITS (170 1/2 BEDROOM & 15 3 BEDROOM)
PARKING REQUIRED: 193 SPACES
PARKING PROVIDED: 288 SPACES (8 HANDICAPPED PARKING SPACES)



CONSULTANTS

NOT FOR CONSTRUCTION



VICINITY MAP

PROJECT ADDRESS: 715 GREENVILLE HWY HENDERSONVILLE, NC

TOTAL PROPERTY AREA: 9.01 ACRES (392,475.6 SF)

LANDSCAPE ARCHITECT: ROB DULL, PLA FIND THE LINE STUDIOS, PLLC ASHEVILLE, NC 828.674.5592

PROPERTY OWNER: SOUTH MARKET, LLC (RICHARD HERMAN) 2809 HAMPTON DRIVE HENDERSONVILLE, NC 28792

DEVELOPER: TRAVIS FOWLER FIRST VICTORY INC 542 S CALDWELL STREET BREVARD, NC 28712 TRAVIS@FIRSTVICTORY.COM 828-884-7934

CIVIL ENGINEER: JOHN KINNAIRD, PE BROOKS ENGINEERING ASSOC. 17 ARLINGTON ST. ASHEVILLE, NC 28801 828.232.4700

OPEN SPACE REQUIREMENTS: OPEN SPACE REQUIRED: 117,743 SF (30%) OPEN SPACE PROVIDED: 118,725 SF (30.3%)

OPEN SPACE WITHIN WETLANDS/OPEN WATER/FLOODPLAIN (58,136 SF); 49% OF REQUIRED OPEN SPACE AREA

COMMON SPACE REQUIREMENTS: COMMON SPACE REQUIRED: 39,248 SF (10%) COMMON SPACE PROVIDED: 44,372 SF (11.3%)

ENCLOSED GROUND FLOOR LEVEL COMMON SPACE (4,195 SF); 9.5% OF REQUIRED COMMON SPACE AREA

LANDSCAPE REQUIREMENTS:

VEHICLE USE AREA (VUA): 1 TREE AND 2 SHRUBS PER 3,000 SF TOTAL VUA: 102,231 SF TREES REQUIRED: 35 TREES TREES PROVIDED: 74 TREES SHRUBS REQUIRED: 69 SHRUBS SHRUBS PROVIDED: 73 SHRUBS

PLANTING STRIPS (PS): 1 TREE & 5 SHRUBS PER 40LF TOTAL LF: 374 LF TREES REQUIRED: 10 TREES TREES PROVIDED: 11 TREES SHRUBS REQUIRED: 47 SHRUBS SHRUBS PROVIDED: 62 SHRUBS

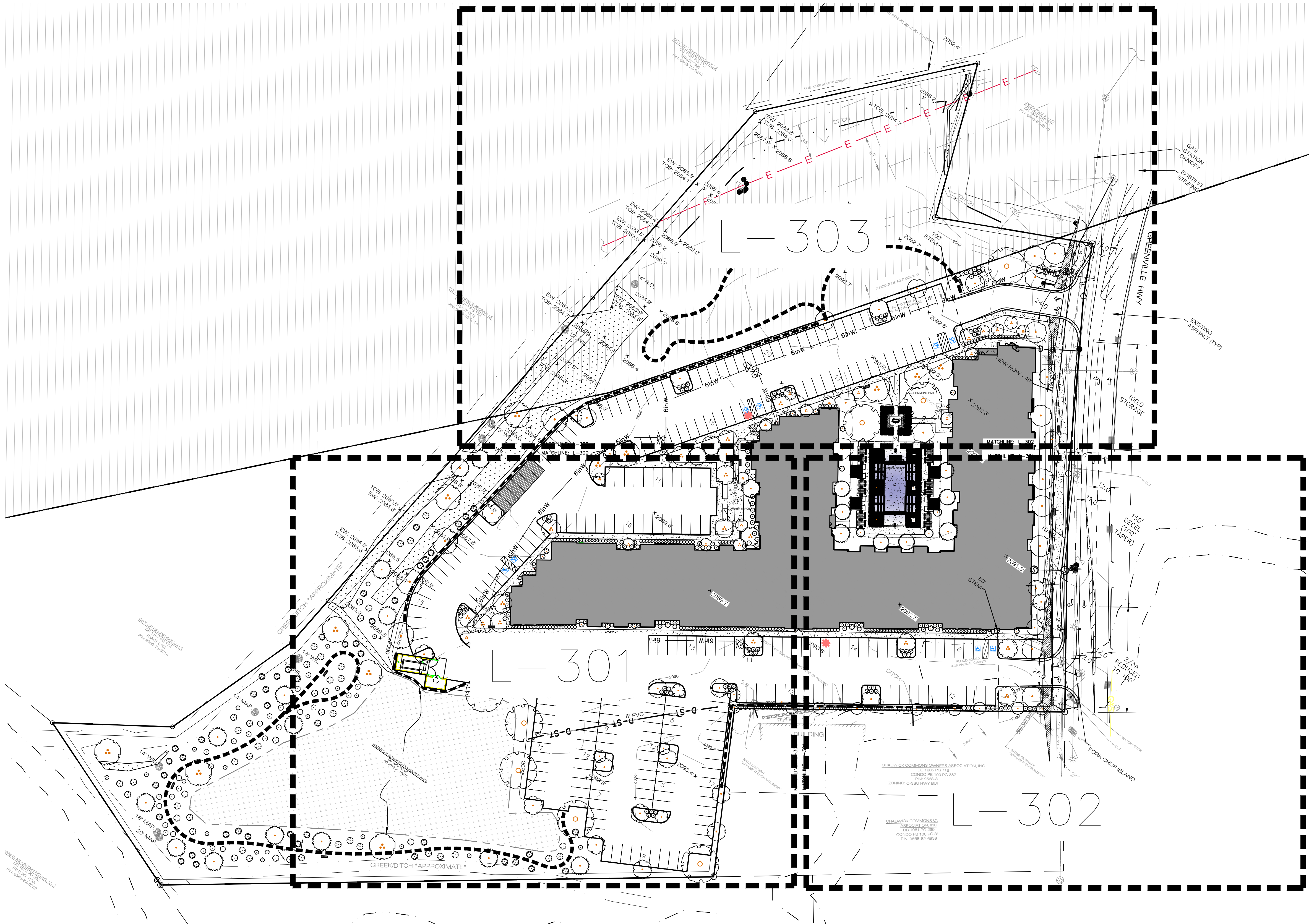
STREET TREES (ST): 1 TREE PER 35 LF OF PROPERTY ABUTTING A STREET TOTAL LF: 422 LF (715 GREENVILLE HWY) TREES REQUIRED: 13 (10 LARGE MATURING TREES / 3 MEDIUM MATURING) TREES PROVIDED: 10 LARGE-MATURING TREES / 5 MEDIUM MATURING TREE

COMMON SPACE TREE PLANTINGS (CS): 1 TREE AND 5 SHRUBS PER 1,200 SF TOTAL COMMON SPACE PROVIDED: 44,372 SF TOTAL TREE PLANTINGS REQUIRED: 37 TOTAL TREE PLANTINGS PROPOSED: 84 TOTAL SHRUB PLANTINGS REQUIRED: 185 TOTAL SHRUB PLANTINGS PROVIDED: 250

OPEN SPACE LANDSCAPING (OS): 1 TREE AND 5 SHRUBS PER 4,000 SF TOTAL OPEN SPACE PROVIDED: 118,725 SF TOTAL TREE PLANTINGS REQUIRED: 30 TOTAL TREE PLANTINGS PROPOSED: 32 TOTAL SHRUB PLANTINGS REQUIRED: 148 TOTAL SHRUB PLANTINGS PROVIDED: 150

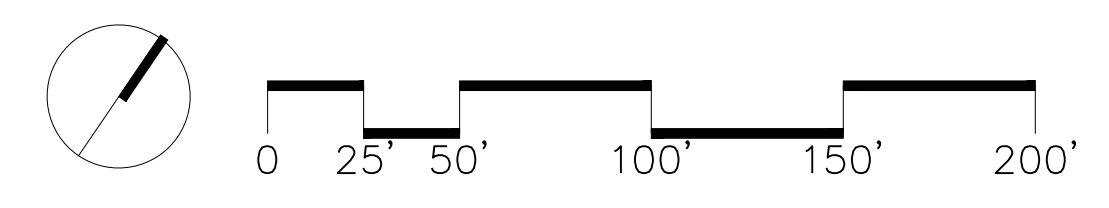
- COMPLIANCE NOTES: 1. ALL DRIVEWAY AND ENTRANCE CONNECTIONS ARE SUBJECT TO LOCAL AGENCY APPROVALS... 2. ANY PLANT MATERIAL TO BE INSTALLED IN THE R.O.W. SHALL BE APPROVED WITH AN ENCROACHMENT AGREEMENT WITH NCDOT... 3. LANDSCAPE CONTRACTOR MUST COORDINATE THE LOCATION OF THE TREES TO AVOID EXISTING AND PROPOSED SEWERLINES AND SEWERLINE EASEMENTS... 4. ALL PROPOSED PARKING SPACES ARE WITHIN 45' OF A VUA TREE PLANTING AS REQUIRED. 5. 50% OFF ALL REQUIRED VUA PLANTINGS ARE LOCATED WITHIN PROPOSED LANDSCAPE ISLANDS AS REQUIRED.

PLANTING LEGEND: VUA = VEHICULAR USE AREA REQUIREMENT PS = PLANTING STRIP REQUIREMENT ST = STREET TREE REQUIREMENT CS = COMMON SPACE REQUIREMENT OS = OPEN SPACE REQUIREMENT



715 GREENVILLE HWY MULTI-FAMILY PREPARED FOR: FIRST VICTORY INC. OVERALL LANDSCAPE PLAN

PLAN SET table with columns: #, DATE, DESCRIPTION. Rows: 1, 7.29.24, CZD SUBMITTAL; 2, 11.4.24, P&Z SUBMITTAL.



SHEET NO. L-300

CONSULTANTS

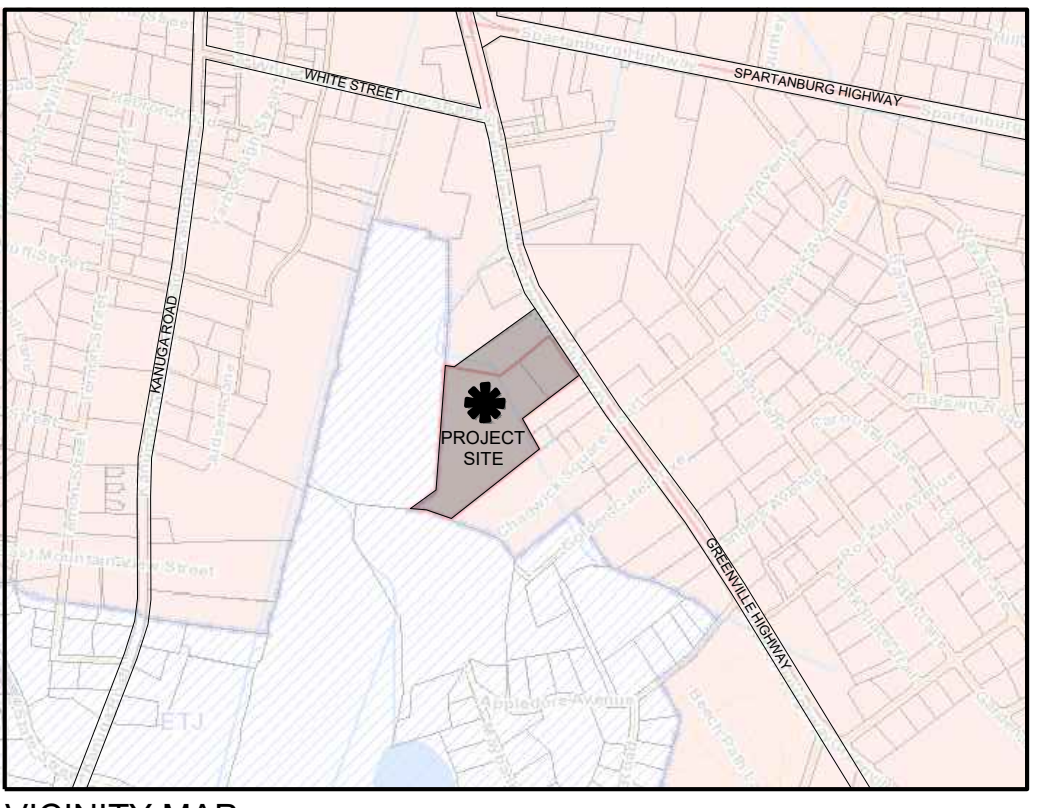
NOT FOR CONSTRUCTION

715 GREENVILLE HWY MULTI-FAMILY
PREPARED FOR:
FIRST VICTORY INC.
PRELIMINARY LANDSCAPE PLAN

PLAN SET

#	DATE	DESCRIPTION
1	7.29.24	C2D SUBMITTAL
2	11.4.24	P&Z SUBMITTAL

SHEET NO.
L-301



VICINITY MAP

PROJECT ADDRESS:
715 GREENVILLE HWY
HENDERSONVILLE, NC

TOTAL PROPERTY AREA:
9.01 ACRES (392,475.6 SF)

LANDSCAPE ARCHITECT:
ROB DULL, PLA
FIND THE LINE STUDIOS, PLLC
ASHEVILLE, NC
828.674.5592

PROPERTY OWNER:
SOUTH MARKET, LLC (RICHARD HERMAN)
2809 HAMPTON DRIVE
HENDERSONVILLE, NC 28792

DEVELOPER:
TRAVIS FOWLER
FIRST VICTORY INC
542 S CALDWELL STREET
BREVARD, NC 28712
TRAVIS@FIRSTVICTORY.COM
828-884-7934

CIVIL ENGINEER:
JOHN KINNAIRD, PE
BROOKS ENGINEERING ASSOC.
17 ARLINGTON ST.
ASHEVILLE, NC 28801
828.232.4700

OPEN SPACE REQUIREMENTS:
OPEN SPACE REQUIRED: 117,743 SF (30%)
OPEN SPACE PROVIDED: 118,725 SF (30.3%)

OPEN SPACE WITHIN WETLANDS/OPEN WATER/FLOODPLAIN (58,136 SF);
49% OF REQUIRED OPEN SPACE AREA

COMMON SPACE REQUIREMENTS:
COMMON SPACE REQUIRED: 39,248 SF (10%)
COMMON SPACE PROVIDED: 44,372 SF (11.3%)

ENCLOSED GROUND FLOOR LEVEL COMMON SPACE (4,195 SF);
9.5% OF REQUIRED COMMON SPACE AREA

LANDSCAPE REQUIREMENTS:

VEHICLE USE AREA (VUA):
1 TREE AND 2 SHRUBS PER 3,000 SF
TOTAL VUA: 102,231 SF
TREES REQUIRED: 35 TREES
TREES PROVIDED: 74 TREES
SHRUBS REQUIRED: 69 SHRUBS
SHRUBS PROVIDED: 73 SHRUBS

PLANTING STRIPS (PS):
1 TREE & 5 SHRUBS PER 40LF
TOTAL LF: 374 LF
TREES REQUIRED: 10 TREES
TREES PROVIDED: 11 TREES
SHRUBS REQUIRED: 47 SHRUBS
SHRUBS PROVIDED: 62 SHRUBS

STREET TREES (ST):
1 TREE PER 35 LF OF PROPERTY ABUTTING A STREET
TOTAL LF: 422 LF (715 GREENVILLE HWY)
TREES REQUIRED: 13 (10 LARGE MATURING TREES / 3 MEDIUM MATURING)
TREES PROVIDED: 10 LARGE-MATURING TREES / 5 MEDIUM MATURING TREE

COMMON SPACE TREE PLANTINGS (CS):
1 TREE AND 5 SHRUBS PER 1,200 SF
TOTAL COMMON SPACE PROVIDED: 44,372 SF
TOTAL TREE PLANTINGS REQUIRED: 37
TOTAL TREE PLANTINGS PROVIDED: 84
TOTAL SHRUB PLANTINGS REQUIRED: 185
TOTAL SHRUB PLANTINGS PROVIDED: 250

OPEN SPACE LANDSCAPING (OS):
1 TREE AND 5 SHRUBS PER 4,000 SF
TOTAL OPEN SPACE PROVIDED: 118,725 SF
TOTAL TREE PLANTINGS REQUIRED: 30
TOTAL TREE PLANTINGS PROPOSED: 32
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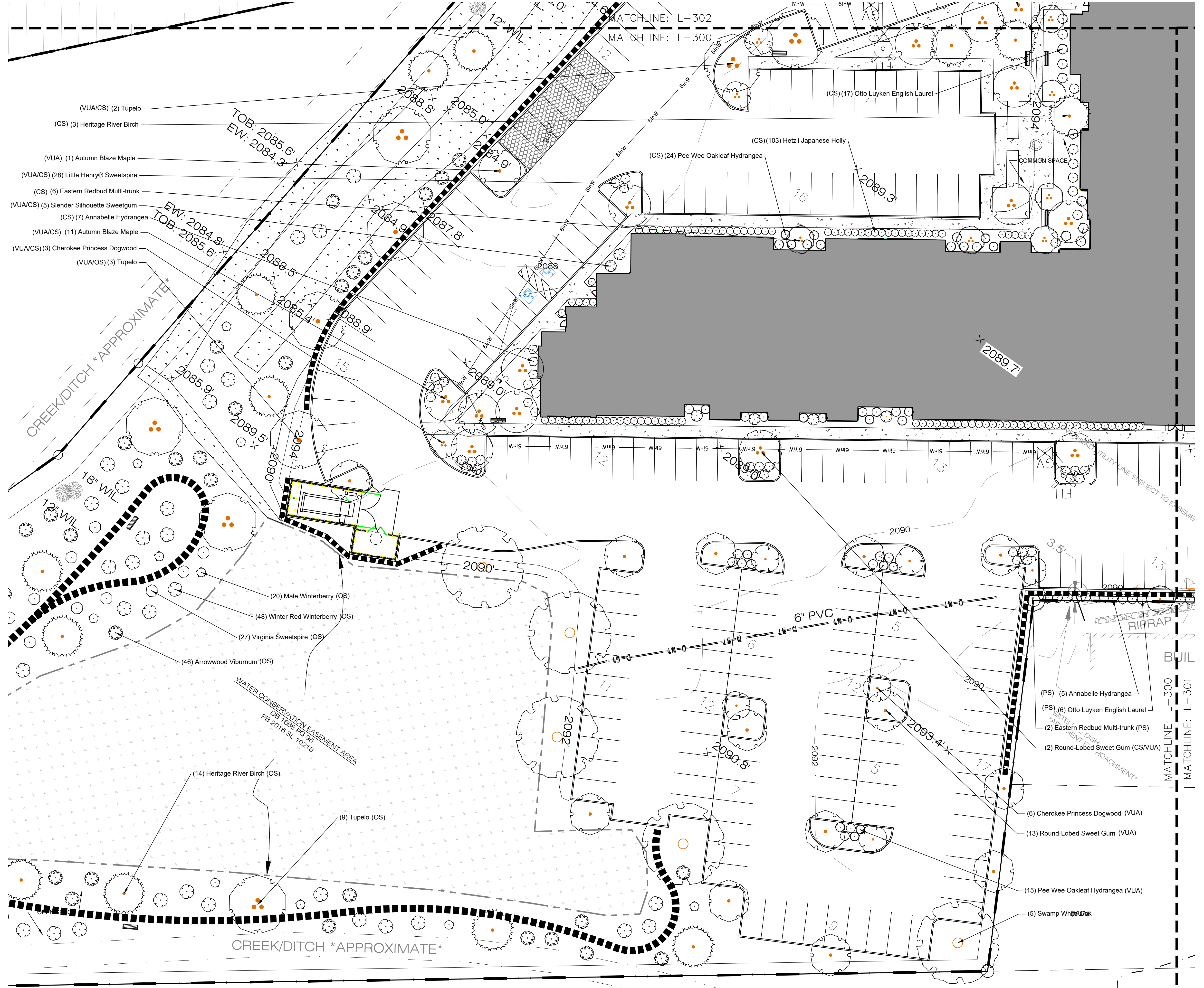
PLANTING LEGEND

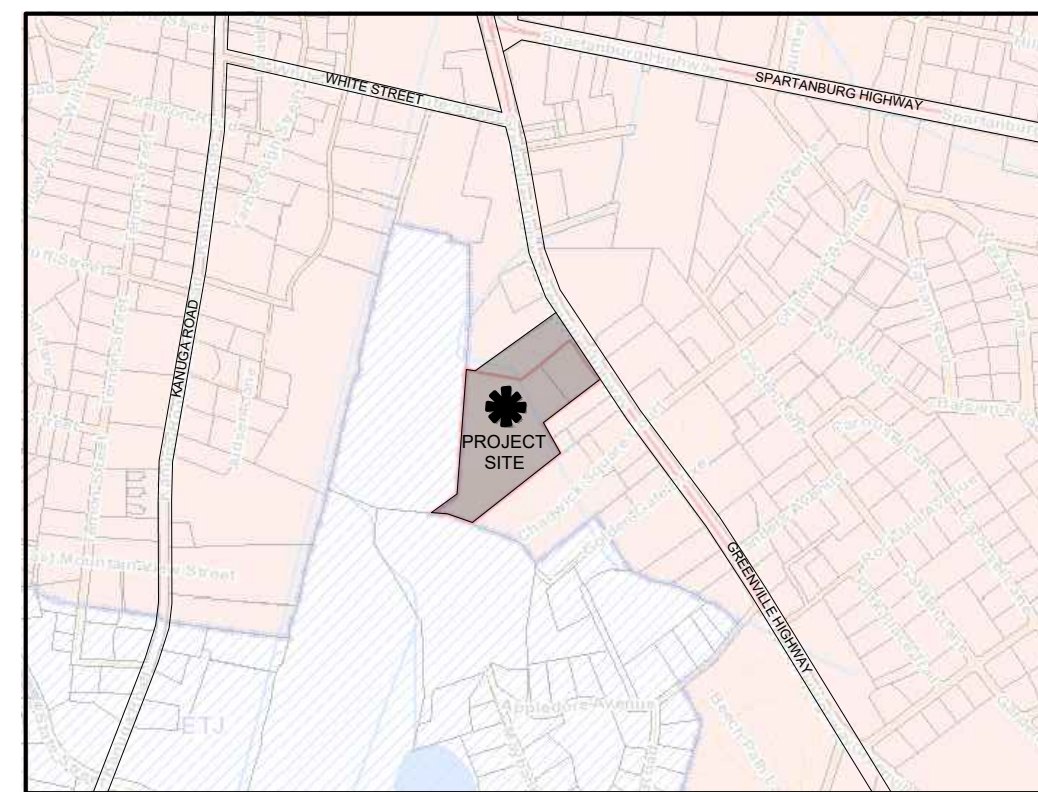
VUA = VEHICULAR USE AREA REQUIREMENT
PS = PLANTING STRIP REQUIREMENT
ST = STREET TREE REQUIREMENT
SB = STREET BUFFER REQUIREMENT
CS = COMMON SPACE REQUIREMENT
OS = OPEN SPACE REQUIREMENT

COMPLIANCE NOTES

- ALL DRIVEWAY AND ENTRANCE CONNECTIONS ARE SUBJECT TO LOCAL AGENCY APPROVALS. ALL SIDEWALKS SHALL PROVIDE ADEQUATE HANDICAP ACCESSIBILITY AT CROSSWALKS.
- ANY PLANT MATERIAL TO BE INSTALLED IN THE R.O.W. SHALL BE APPROVED WITH AN ENCROACHMENT AGREEMENT WITH NCDOT.
- LANDSCAPE CONTRACTOR MUST COORDINATE THE LOCATION OF THE TREES TO AVOID EXISTING AND PROPOSED SEWER LINES AND SEWER LINE EASEMENTS. NO TREES ARE ALLOWED TO BE PLANTED IN SUCH EASEMENTS.

OF PLANTS
Plant Description
Large Deciduous Tree (ST)
ZONING USE ABBREVIATION (SEE LEGEND)





VICINITY MAP

PROJECT ADDRESS: 715 GREENVILLE HWY HENDERSONVILLE, NC

TOTAL PROPERTY AREA: 9.01 ACRES (392,475.6 SF)

LANDSCAPE ARCHITECT: ROB DULL, PLA FIND THE LINE STUDIOS, PLLC ASHEVILLE, NC 828.674.5592

PROPERTY OWNER: SOUTH MARKET, LLC (RICHARD HERMAN) 2809 HAMPTON DRIVE HENDERSONVILLE, NC 28792

DEVELOPER: TRAVIS FOWLER FIRST VICTORY INC 542 S CALDWELL STREET BREVARD, NC 28712 TRAVIS@FIRSTVICTORY.COM 828-884-7934

CIVIL ENGINEER: JOHN KINNAIRD, PE BROOKS ENGINEERING ASSOC. 17 ARLINGTON ST. ASHEVILLE, NC 28801 828.232.4700

OPEN SPACE REQUIREMENTS: OPEN SPACE REQUIRED: 117,743 SF (30%) OPEN SPACE PROVIDED: 118,725 SF (30.3%)

OPEN SPACE WITHIN WETLANDS/OPEN WATER/FLOODPLAIN (58,136 SF): 49% OF REQUIRED OPEN SPACE AREA

COMMON SPACE REQUIREMENTS: COMMON SPACE REQUIRED: 39,248 SF (10%) COMMON SPACE PROVIDED: 44,372 SF (11.3%)

ENCLOSED GROUND FLOOR LEVEL COMMON SPACE (4,195 SF): 9.5% OF REQUIRED COMMON SPACE AREA

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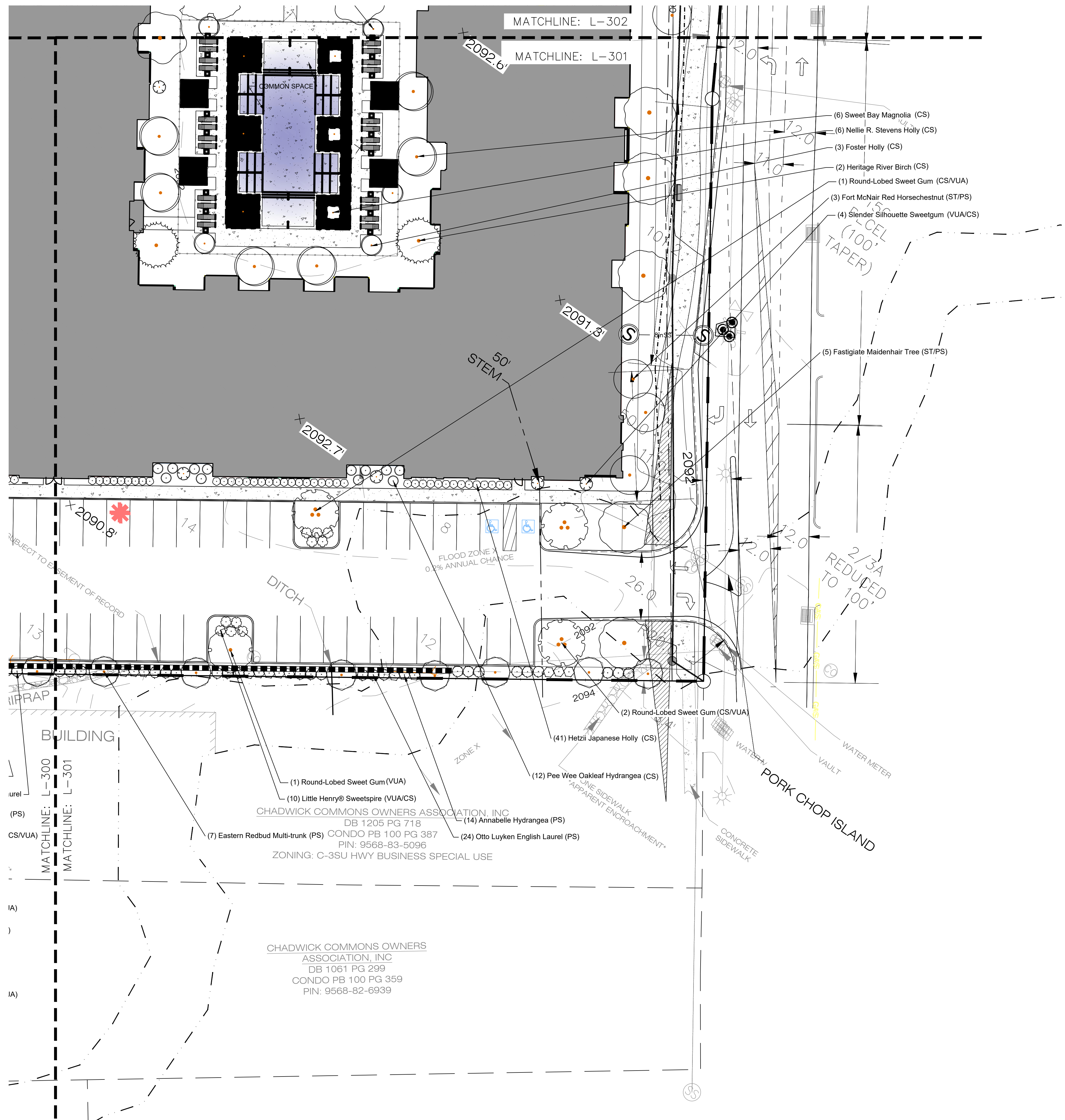
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OPEN SPACE LANDSCAPING (OS): 1 TREE AND 5 SHRUBS PER 4,000 SF TOTAL OPEN SPACE PROVIDED: 118,725 SF TOTAL TREE PLANTINGS REQUIRED: 30 TOTAL TREE PLANTINGS PROPOSED: 32 TOTAL SHRUB PLANTINGS REQUIRED: 148 TOTAL SHRUB PLANTINGS PROVIDED: 150

PLANTING LEGEND table with columns for # OF PLANTS and Description, listing symbols for VUA, PS, ST, SB, CS, OS and Zoning Use Abbreviation.

- COMPLIANCE NOTES: 1. ALL DRIVEWAY AND ENTRANCE CONNECTIONS ARE SUBJECT TO LOCAL AGENCY APPROVALS... 2. ANY PLANT MATERIAL TO BE INSTALLED IN THE R.O.W. SHALL BE APPROVED WITH AN ENCROACHMENT AGREEMENT WITH NCDOT. 3. LANDSCAPE CONTRACTOR MUST COORDINATE THE LOCATION OF THE TREES TO AVOID EXISTING AND PROPOSED SEWERLINES AND SEWERLINE EASEMENTS...



CONSULTANTS

NOT FOR CONSTRUCTION

715 GREENVILLE HWY MULTI-FAMILY PREPARED FOR: FIRST VICTORY INC. PRELIMINARY LANDSCAPE PLAN

PLAN SET table with columns for #, DATE, and DESCRIPTION, listing submittal dates and descriptions.

SHEET NO.

L-302

CONSULTANTS

NOT FOR CONSTRUCTION

LANDSCAPE REQUIREMENTS:

VEHICLE USE AREA (VUA): 1 TREE AND 2 SHRUBS PER 3,000 SF

PLANTING STRIPS (PS): 1 TREE & 5 SHRUBS PER 40LF

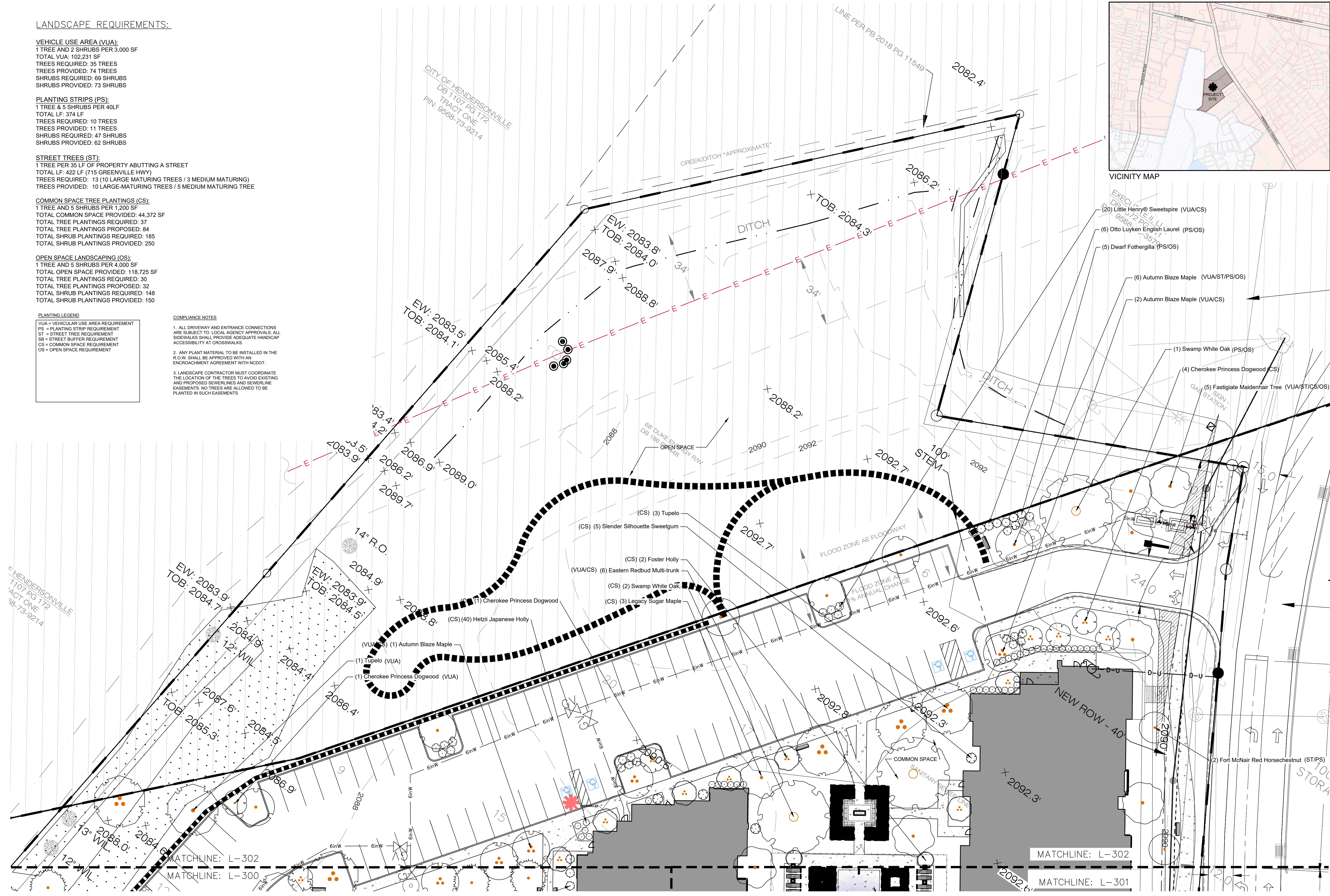
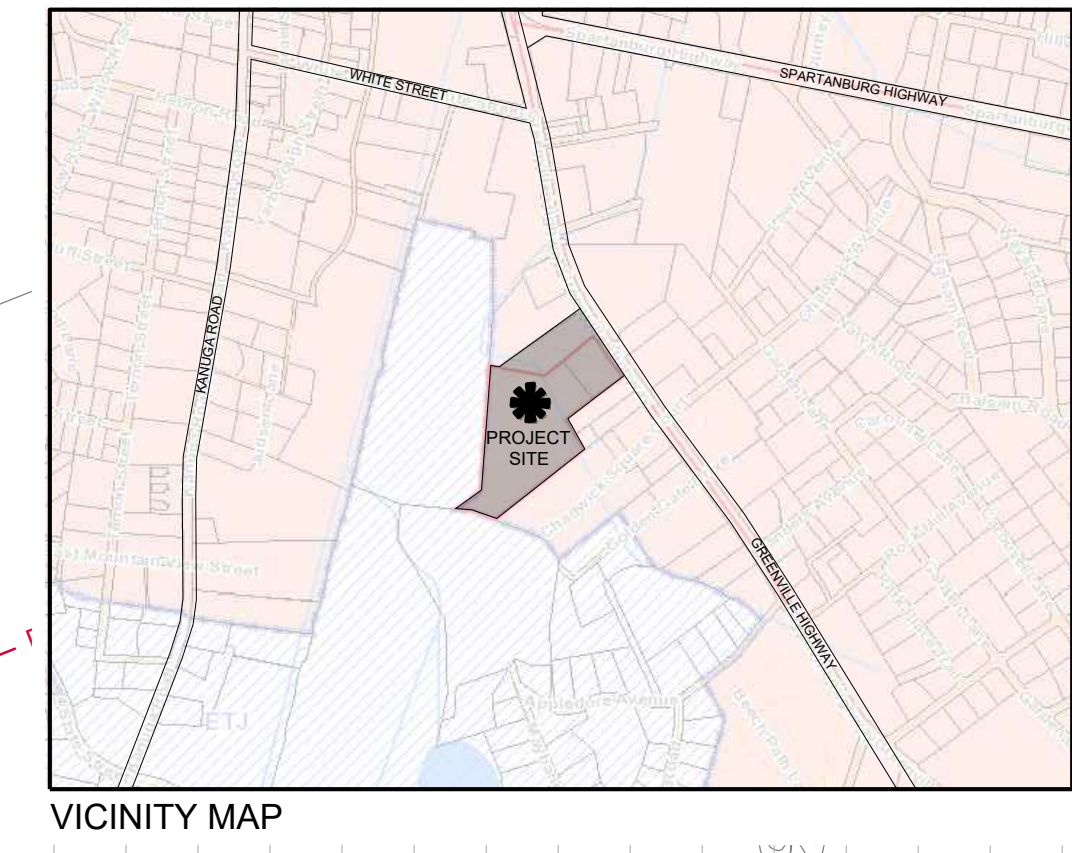
STREET TREES (ST): 1 TREE PER 35 LF OF PROPERTY ABUTTING A STREET

COMMON SPACE TREE PLANTINGS (CS): 1 TREE AND 5 SHRUBS PER 1,200 SF

OPEN SPACE LANDSCAPING (OS): 1 TREE AND 5 SHRUBS PER 4,000 SF

PLANTING LEGEND: VUA = VEHICULAR USE AREA REQUIREMENT, PS = PLANTING STRIP REQUIREMENT, ST = STREET TREE REQUIREMENT, SB = STREET BUFFER REQUIREMENT, CS = COMMON SPACE REQUIREMENT, OS = OPEN SPACE REQUIREMENT

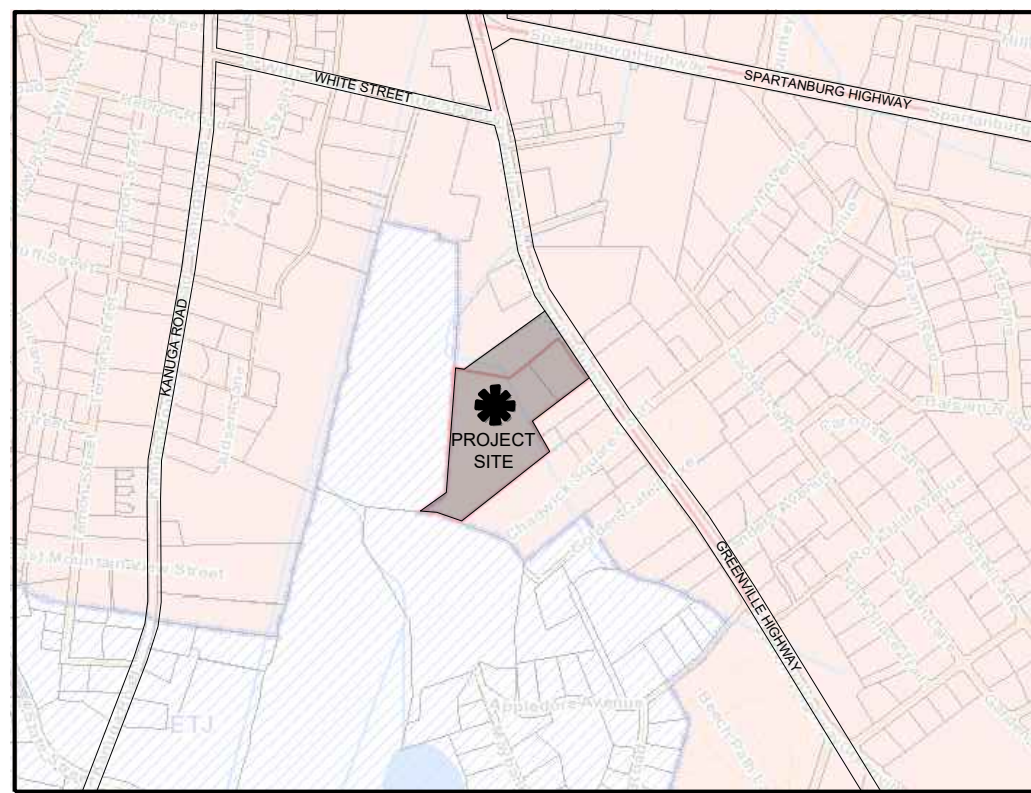
COMPLIANCE NOTES: 1. ALL DRIVEWAY AND ENTRANCE CONNECTIONS ARE SUBJECT TO LOCAL AGENCY APPROVALS...



715 GREENVILLE HWY MULTI-FAMILY PRELIMINARY LANDSCAPE PLAN

PLAN SET table with columns: #, DATE, DESCRIPTION. Row 1: 1, 7.29.24, CZD SUBMITTAL. Row 2: 2, 11.4.24, P&Z SUBMITTAL.

SHEET NO. L-303



VICINITY MAP

PROJECT ADDRESS:
715 GREENVILLE HWY
HENDERSONVILLE, NC

TOTAL PROPERTY AREA:
9.01 ACRES (392,475.6 SF)

LANDSCAPE ARCHITECT:
ROB DULL, PLA
FIND THE LINE STUDIOS, PLLC
ASHEVILLE, NC
828.674.5592

PROPERTY OWNER:
SOUTH MARKET, LLC (RICHARD HERMAN)
2809 HAMPTON DRIVE
HENDERSONVILLE, NC 28792

DEVELOPER:
TRAVIS FOWLER
FIRST VICTORY INC
542 S CALDWELL STREET
BREVARD, NC 28712
TRAVIS@FIRSTVICTORY.COM
828-884-7934

CIVIL ENGINEER:
JOHN KINNAIRD, PE
BROOKS ENGINEERING ASSOC.
17 ARLINGTON ST.
ASHEVILLE, NC 28801
828.232.4700

OPEN SPACE REQUIREMENTS:
OPEN SPACE REQUIRED: 117,743 SF (30%)
OPEN SPACE PROVIDED: 118,725 SF (30.3%)

OPEN SPACE WITHIN WETLANDS/OPEN WATER/FLOODPLAIN (58,136 SF):
49% OF REQUIRED OPEN SPACE AREA

COMMON SPACE REQUIREMENTS:
COMMON SPACE REQUIRED: 39,248 SF (10%)
COMMON SPACE PROVIDED: 44,372 SF (11.3%)

ENCLOSED GROUND FLOOR LEVEL COMMON SPACE (4,195 SF):
9.5% OF REQUIRED COMMON SPACE AREA

LANDSCAPE REQUIREMENTS:

VEHICLE USE AREA (VUA):
1 TREE AND 2 SHRUBS PER 3,000 SF
TOTAL VUA: 102,231 SF
TREES REQUIRED: 35 TREES
TREES PROVIDED: 74 TREES
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TOTAL LF: 374 LF
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STREET TREES (ST):
1 TREE PER 35 LF OF PROPERTY ABUTTING A STREET
TOTAL LF: 422 LF (715 GREENVILLE HWY)
TREES REQUIRED: 13 (10 LARGE MATURING TREES / 3 MEDIUM MATURING)
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TOTAL TREE PLANTINGS REQUIRED: 30
TOTAL TREE PLANTINGS PROPOSED: 32
TOTAL SHRUB PLANTINGS REQUIRED: 148
TOTAL SHRUB PLANTINGS PROVIDED: 150

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
TREES					
	Acer saccharum 'Legacy' / Legacy Sugar Maple	3" Cal.	B&B	3	
	Acer x freemanii 'Jeffsred' / Autumn Blaze Maple	1.5" Cal.	B&B	7	
	Acer x freemanii 'Jeffsred' / Autumn Blaze Maple	3" Cal.	B&B	14	
	Aesculus x camea 'Fort McNair' / Fort McNair Red Horsechestnut	3" Cal.	B&B	5	
	Betula nigra 'Heritage' / Heritage River Birch	3" Cal.	B&B	19	Multi-Stemmed
	Cercis canadensis / Eastern Redbud Multi-trunk	1.5" Cal.	B&B	9	
	Cercis canadensis / Eastern Redbud Multi-trunk	3" Cal.	B&B	12	
	Cornus florida 'Cherokee Princess' / Cherokee Princess Dogwood	3" Cal.		8	
	Cornus florida 'Cherokee Princess' / Cherokee Princess Dogwood	5'-6' HT		7	
	Ginkgo biloba 'Fastigiata' / Fastigate Maidenhair Tree	3" Cal.	B&B	10	
	Ilex x 'Nellie R. Stevens' / Nellie R. Stevens Holly	3" Cal.	B&B	6	
	Ilex x attenuata 'Fosteri' / Foster Holly	3" Cal.	B&B	5	
	Liquidambar styraciflua 'Rotundiloba' / Round-Lobed Sweet Gum	1.5" Cal.	B&B	14	
	Liquidambar styraciflua 'Rotundiloba' / Round-Lobed Sweet Gum	3" Cal.	B&B	5	
	Liquidambar styraciflua 'Slender Silhouette' / Slender Silhouette Sweetgum	3" Cal.	B&B	15	
	Magnolia virginiana / Sweet Bay Magnolia	3" Cal.	B&B	6	
	Nyssa sylvatica / Tupelo	1.5" Cal.	B&B	4	
	Nyssa sylvatica / Tupelo	3" Cal.	B&B	12	
	Quercus bicolor / Swamp White Oak	3" Cal.	B&B	8	
SHRUBS					
	Fothergilla gardenii / Dwarf Fothergilla	3 gal.		5	
	Hydrangea arborescens 'Annabelle' / Annabelle Hydrangea	3 gal.		26	
	Hydrangea quercifolia 'Pee Wee' / Pee Wee Oakleaf Hydrangea	3 gal.		51	
	Ilex crenata 'Hetzi' / Hetzii Japanese Holly	3 gal.		184	
	Ilex verticillata 'Male' / Male Winterberry	3 gal.		20	
	Ilex verticillata 'Winter Red' / Winter Red Winterberry	3 gal.		48	
	Itea virginica / Virginia Sweetspire	3 gal.		27	
	Itea virginica 'Sprich' / Little Henry® Sweetspire	3 gal.		58	
	Prunus laurocerasus 'Otto Luyken' / Otto Luyken English Laurel	3 gal.		53	
	Viburnum dentatum 'Arrowwood' / Arrowwood Viburnum	3 gal.		46	

CONSULTANTS

NOT FOR
CONSTRUCTION

715 GREENVILLE HWY MULTI-FAMILY
715 GREENVILLE HWY
HENDERSONVILLE, NC
PREPARED FOR:
FIRST VICTORY INC.
PRELIMINARY LANDSCAPE
PLAN

PLAN SET

#	DATE	DESCRIPTION
1	7.29.24	CZD SUBMITTAL
2	11.4.24	P&Z SUBMITTAL

SHEET NO.

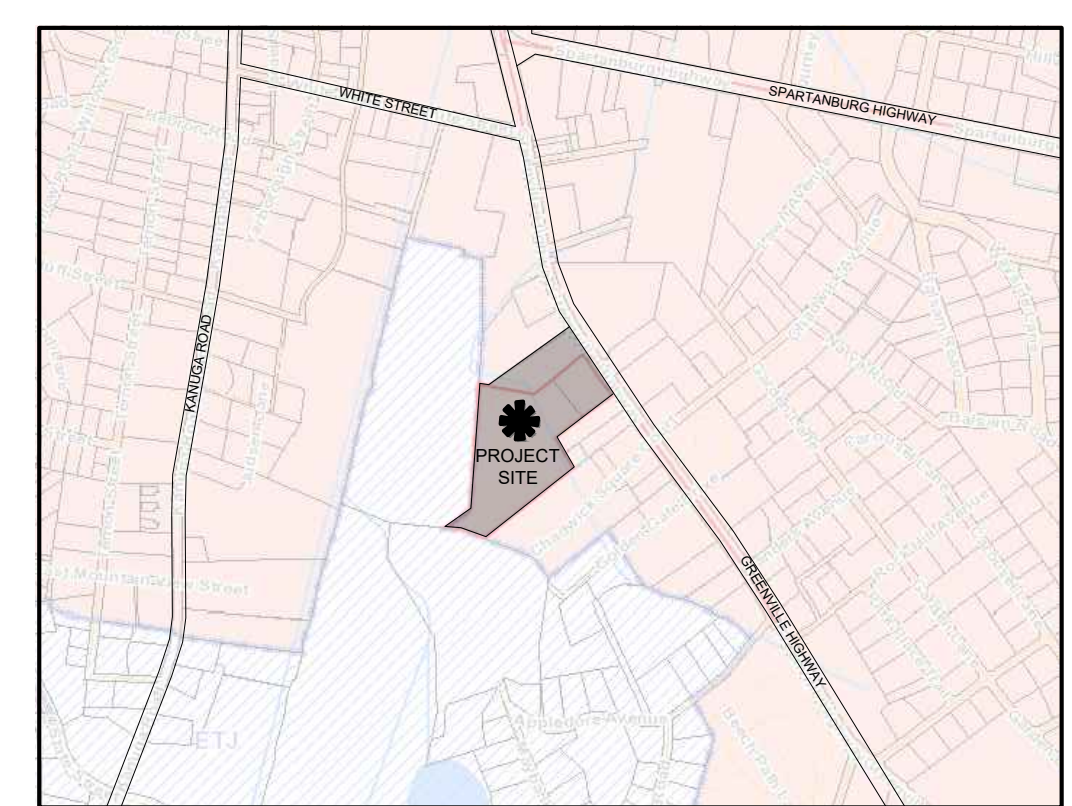
L-304



CONSULTANTS

NOT FOR CONSTRUCTION

715 GREENVILLE HWY MULTI-FAMILY
 PREPARED FOR: FIRST VICTORY INC.
 715 GREENVILLE HWY
 HENDERSONVILLE, NC
 TREE CANOPY PROTECTION PLAN



VICINITY MAP

PROJECT ADDRESS:
 715 GREENVILLE HWY
 HENDERSONVILLE, NC

TOTAL PROPERTY AREA:
 9.01 ACRES (392,475.6 SF)

SITE COVERAGE:
 BUILDING GROSS FLOOR AREA: 231,037 SF
 PERCENTAGE OF TOTAL SITE: 14.8%

BUILDING FOOTPRINT: 58,367 SF
 PERCENTAGE OF TOTAL SITE: 14.8%

BUILDING HEIGHT: 52'0" (SEE ARCHITECTURAL PLANS)

PROPOSED NUMBER OF UNITS: 185 UNITS
 PROPOSED DENSITY: 20.5 UNITS / AC

STREET AND PARKING SQUARE FOOTAGE: 102,231 SF
 STREET AND PARKING PERCENTAGE OF SITE: 26% OF SITE

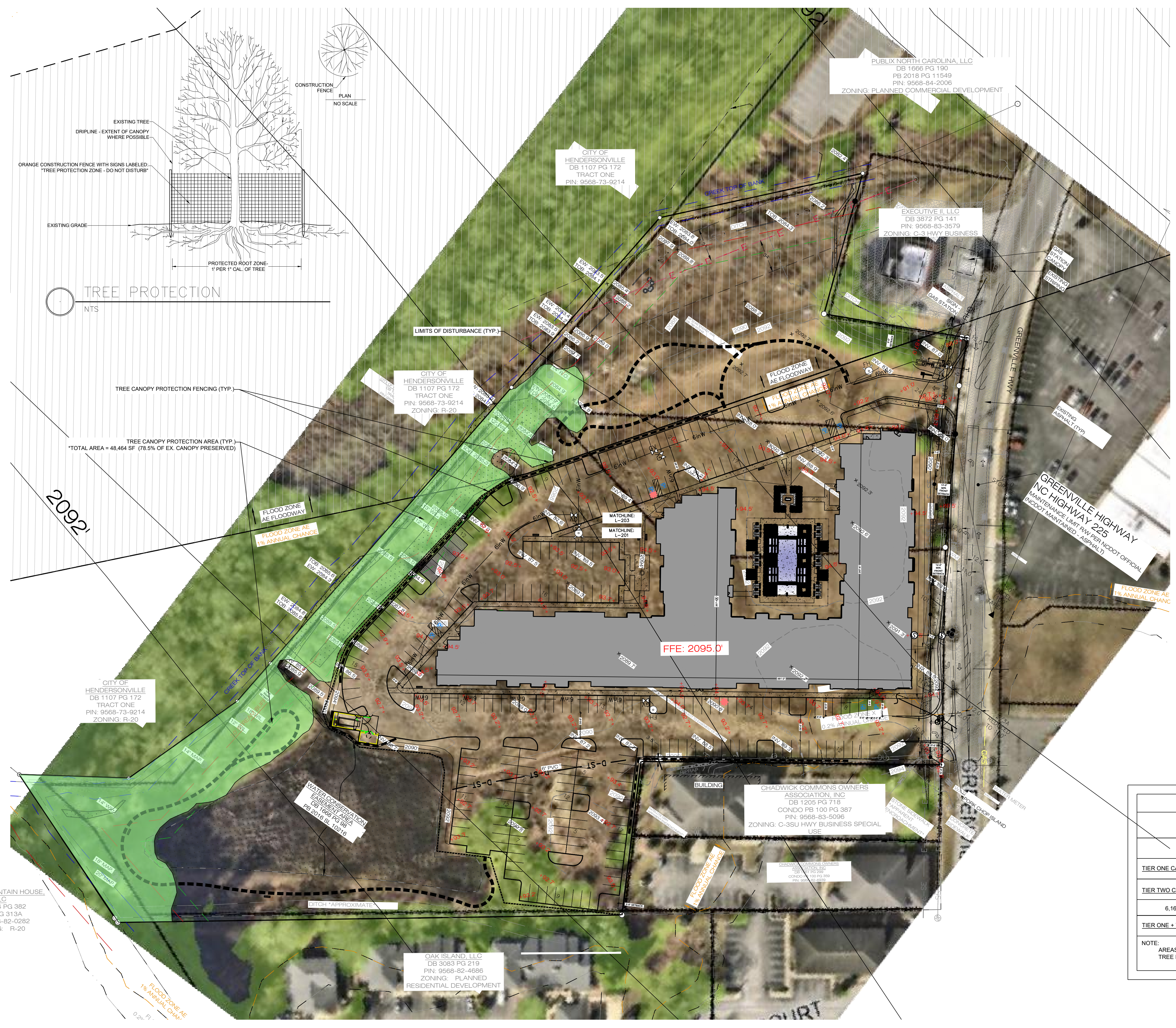
LANDSCAPE ARCHITECT:
 ROB DULL, PLA
 FIND THE LINE STUDIOS, PLLC
 ASHEVILLE, NC
 828.674.5592

PROPERTY OWNER:
 SOUTH MARKET, LLC (RICHARD HERMAN)
 2809 HAMPTON DRIVE
 HENDERSONVILLE, NC 28792

DEVELOPER:
 TRAVIS FOWLER
 FIRST VICTORY INC
 542 S CALDWELL STREET
 BREVARD, NC 28712
 TRAVIS@FIRSTVICTORY.COM
 828-884-7934

CIVIL ENGINEER:
 JOHN KINNAIRD, PE
 BROOKS ENGINEERING ASSOC.
 17 ARLINGTON ST.
 ASHEVILLE, NC 28801
 828.232.4700

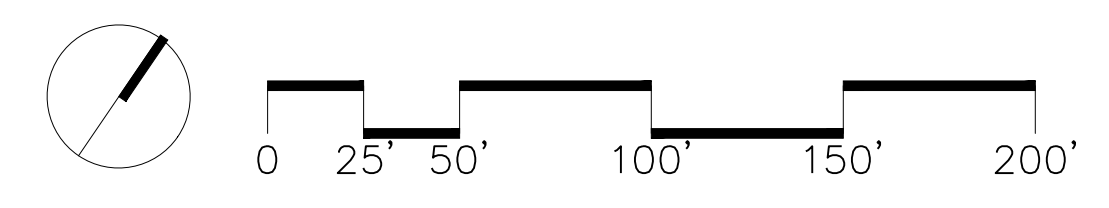
ZONING:
 CURRENT ZONING: PCD
 PROPOSED ZONING: URBAN RESIDENTIAL CONDITIONAL ZONING DISTRICT



TREE CANOPY PROTECTION DATA				
TOTAL LAND AREA: 392,475.6 SF (9.01 AC)				
EXISTING TREE CANOPY (FROM GIS TREE CANOPY MAP): 15.7% (61,672.68 SF)				
TIER ONE CANOPY REQUIRED: 20% (12,334.5 sf)		TIER ONE CANOPY PROVIDED: 20% (12,334.5 SF)		
TIER TWO CANOPY REQUIRED: 6,167.3 sf (10%)	TIER TWO PRESERVED: 36,129.5 sf (58.5%)	TIER TWO PLANTED: 0 sf (0%)	TIER TWO PAYMENT-IN-LIEU: 0 sf (0%)	
TIER ONE + TIER TWO TOTAL CANOPY PRESERVED: 78.5% (48,464 SF)				
NOTE: AREAS DESIGNATED AS TREE CANOPY PROTECTION AREAS SHALL REMAIN AS SUCH IN PERPETUITY. TREE REMOVAL SHALL BE PROHIBITED IN THESE AREAS UNLESS OTHERWISE PERMITTED.				

PLAN SET		
#	DATE	DESCRIPTION
1	11.4.24	P&Z SUBMITTAL

SHEET NO. L-400



EXTERIOR MATERIAL LEGEND

(M1)	BRICK VENEER
(L1)	FIBER CEMENT LAP SIDING, 6" EXPOSURE - PAINT 1
(L2)	FIBER CEMENT LAP SIDING, 6" EXPOSURE - PAINT 2
(L3)	FIBER CEMENT LAP SIDING, 6" EXPOSURE - PAINT 3
(L4)	FIBER CEMENT LAP SIDING, STAGGERED - PAINT 2
(L5)	FIBER CEMENT LAP SIDING, 2" EXPOSURE DIAGONAL - PAINT 2
(P1)	FIBER CEMENT PANELS - PAINT 1
(P2)	FIBER CEMENT PANELS - PAINT 2
(B1)	BOARD & BATTEN - PAINT 1
(B2)	BOARD & BATTEN - PAINT 2
(R1)	ASPHALT SHINGLE ROOF
(R2)	METAL ROOF

PRELIMINARY

FOR INTERIM REVIEW ONLY.
NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION.



PLANNING AND ZONING SUBMITTAL

715 GREENVILLE HIGHWAY MULTIFAMILY

CREST RESIDENTIAL
715 GREENVILLE HIGHWAY
HENDERSONVILLE, NC 28792

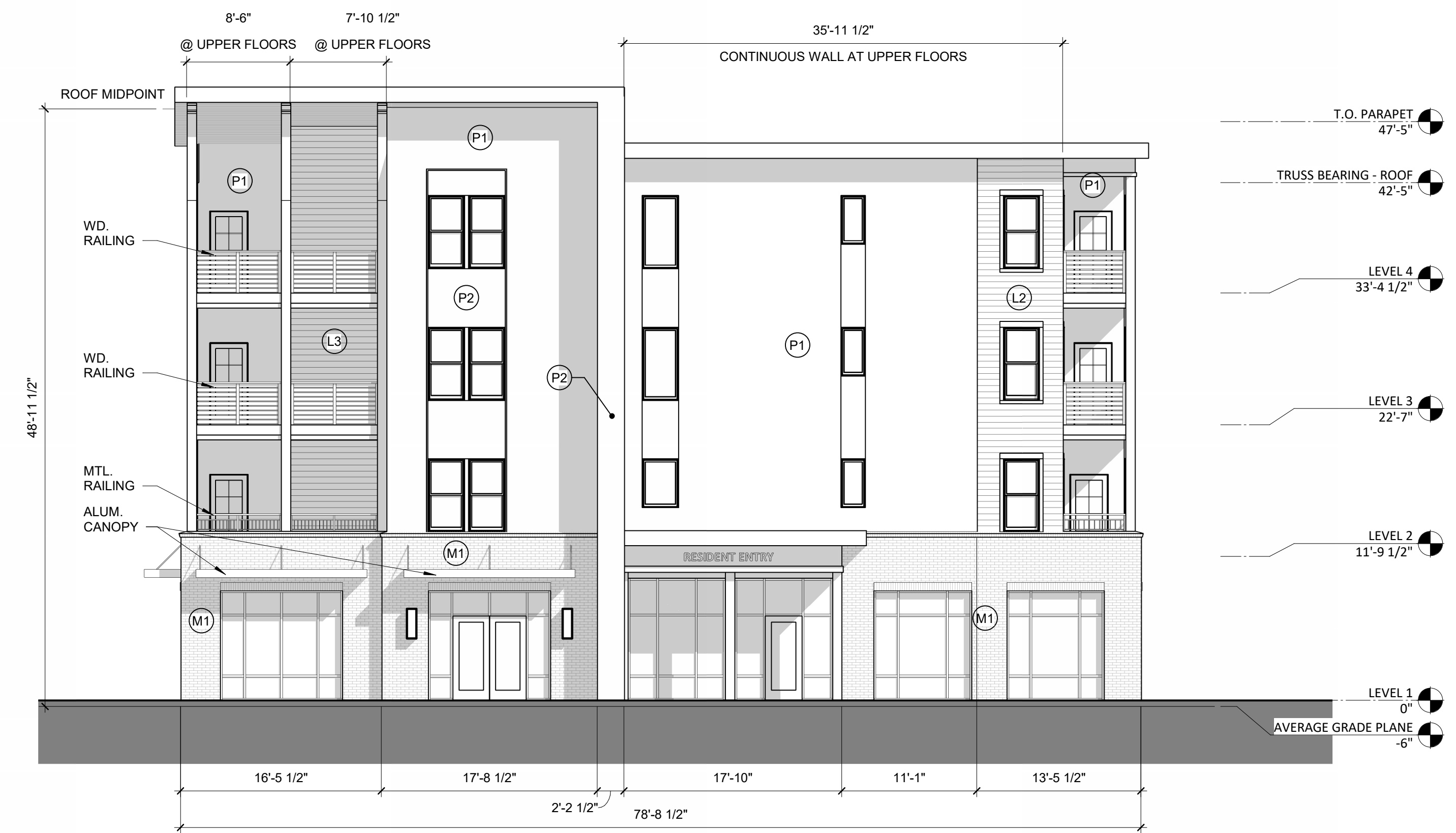
REVISIONS

Δ	DATE	DESCRIPTION
2	12/15/2023	PLANNING AND ZONING SUBMITTAL
3	1/02/2024	PLANNING AND ZONING RESUBMITTAL

PROJ. NO.	ISSUE DATE
23013	10/31/23

SHEET NAME:
ELEVATIONS - E
FACADE & NE
CORNER

SHEET NO:
A2.01



2 NORTH ELEVATION - LEASING ENTRY
SCALE: 1/8" = 1'-0"



1 EAST ELEVATION - GREENVILLE HIGHWAY FRONTAGE
SCALE: 1/8" = 1'-0"

EXTERIOR MATERIAL LEGEND

(M1)	BRICK VENEER
(L1)	FIBER CEMENT LAP SIDING, 6" EXPOSURE - PAINT 1
(L2)	FIBER CEMENT LAP SIDING, 6" EXPOSURE - PAINT 2
(L3)	FIBER CEMENT LAP SIDING, 6" EXPOSURE - PAINT 3
(L4)	FIBER CEMENT LAP SIDING, STAGGERED - PAINT 2
(L5)	FIBER CEMENT LAP SIDING, 2" EXPOSURE DIAGONAL - PAINT 2
(P1)	FIBER CEMENT PANELS - PAINT 1
(P2)	FIBER CEMENT PANELS - PAINT 2
(B1)	BOARD & BATTEN - PAINT 1
(B2)	BOARD & BATTEN - PAINT 2
(R1)	ASPHALT SHINGLE ROOF
(R2)	METAL ROOF

PRELIMINARY

FOR INTERIM REVIEW ONLY.
NOT FOR REGULATORY
APPROVAL, PERMITTING,
OR CONSTRUCTION.



PLANNING AND ZONING SUBMITTAL

715 GREENVILLE HIGHWAY MULTIFAMILY
CREST RESIDENTIAL
715 GREENVILLE HIGHWAY
HENDERSONVILLE, NC 28792

REVISIONS

Δ	DATE	DESCRIPTION
2	12/15/2023	PLANNING AND ZONING SUBMITTAL
3	1/02/2024	PLANNING AND ZONING RESUBMITTAL

PROJ. NO. 23013 | ISSUE DATE 10/31/23

SHEET NAME:
ELEVATIONS - S
FACADE

SHEET NO:
A2.02



3 SOUTH ELEVATION - RIGHT
SCALE: NTS



2 SOUTH ELEVATION - LEFT
SCALE: 1/8" = 1'-0"



1 SOUTH ELEVATION - OVERALL
SCALE: 1/16" = 1'-0"



EXTERIOR CONCEPTS

LPA HENDERSONVILLE MULT-FAMILY | HENDERSONVILLE, NC | OCTOBER 01, 2024





MAIN LEASING CORNER AND ENTRY



REAR ENTRIES



STREET VIEW



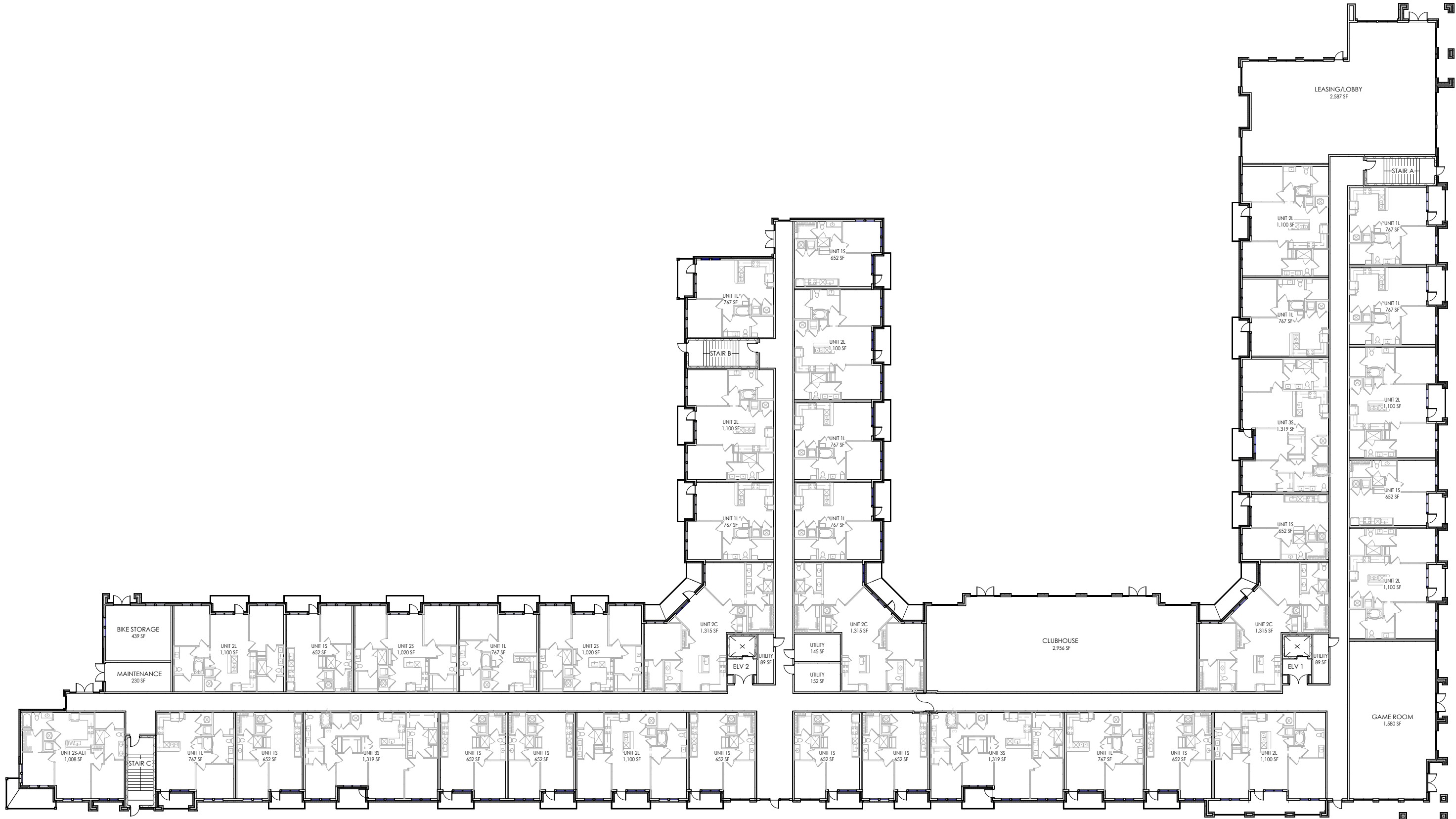
SOUTH ENTRANCE



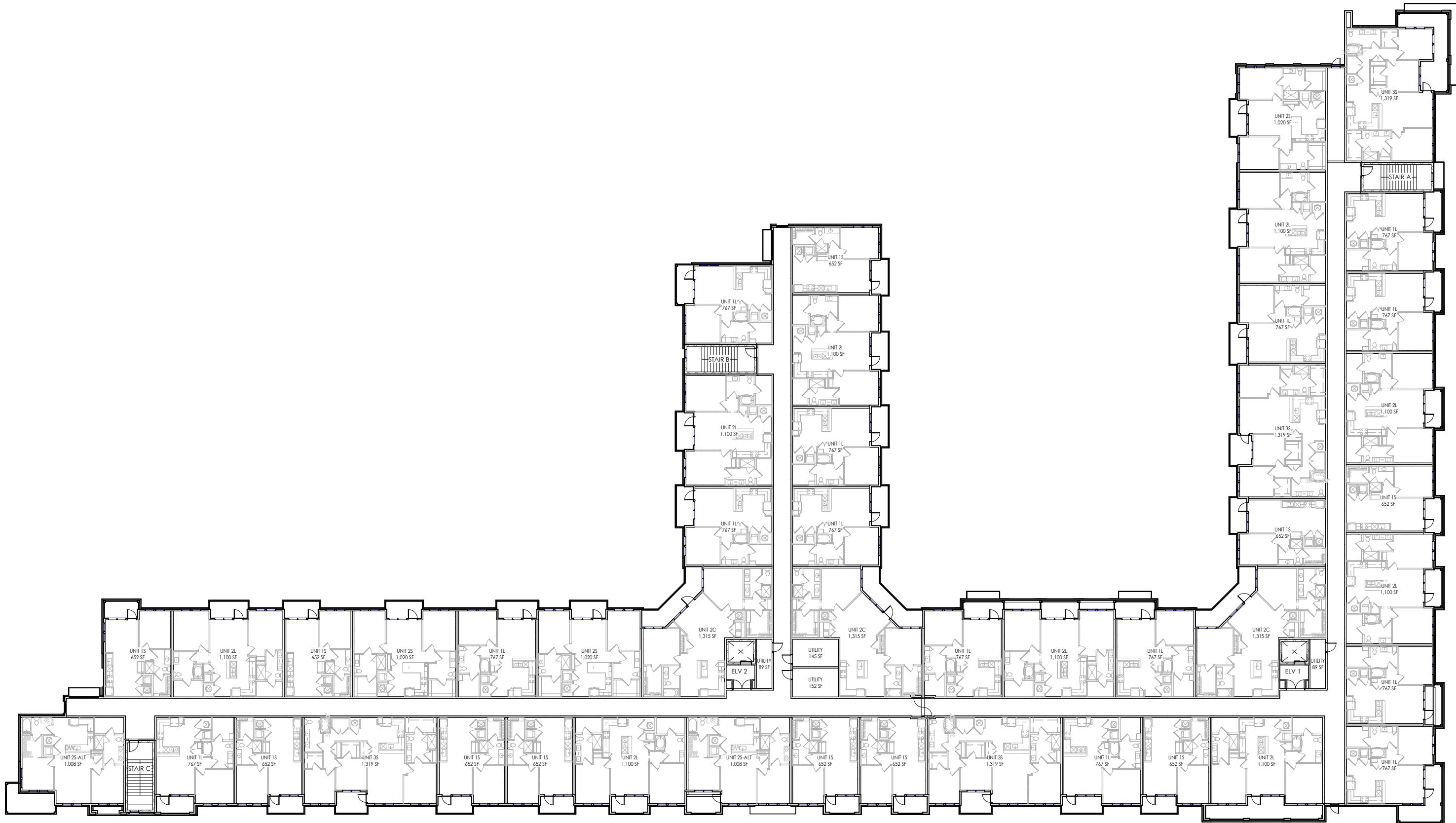
POOL COURTYARD



REAR SIDE

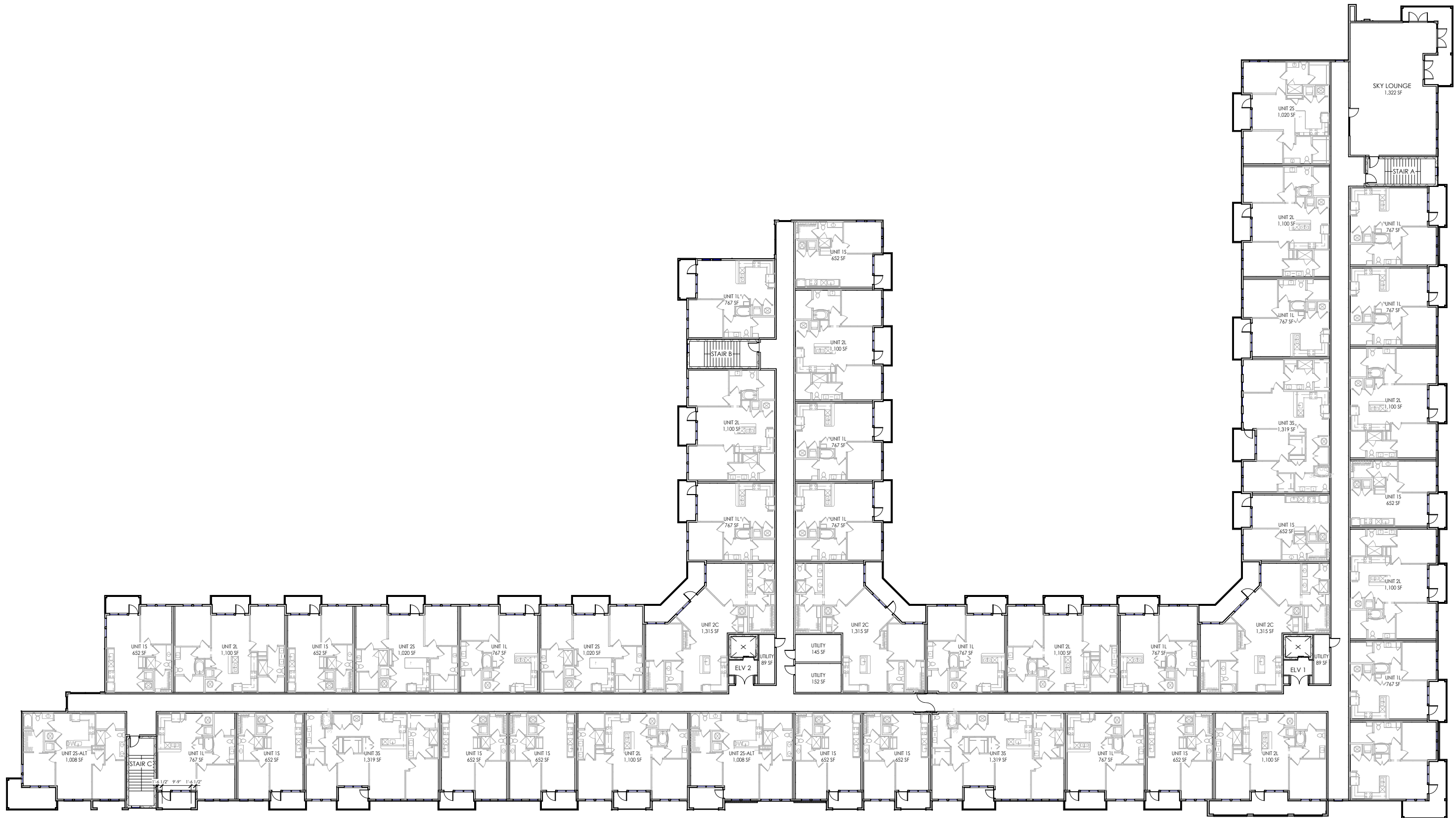


OVERALL PLAN: LEVEL 1



OVERALL PLAN: LEVEL 2-3

LPA HENDERSONVILLE MULTI-FAMILY / OCTOBER 01, 2022

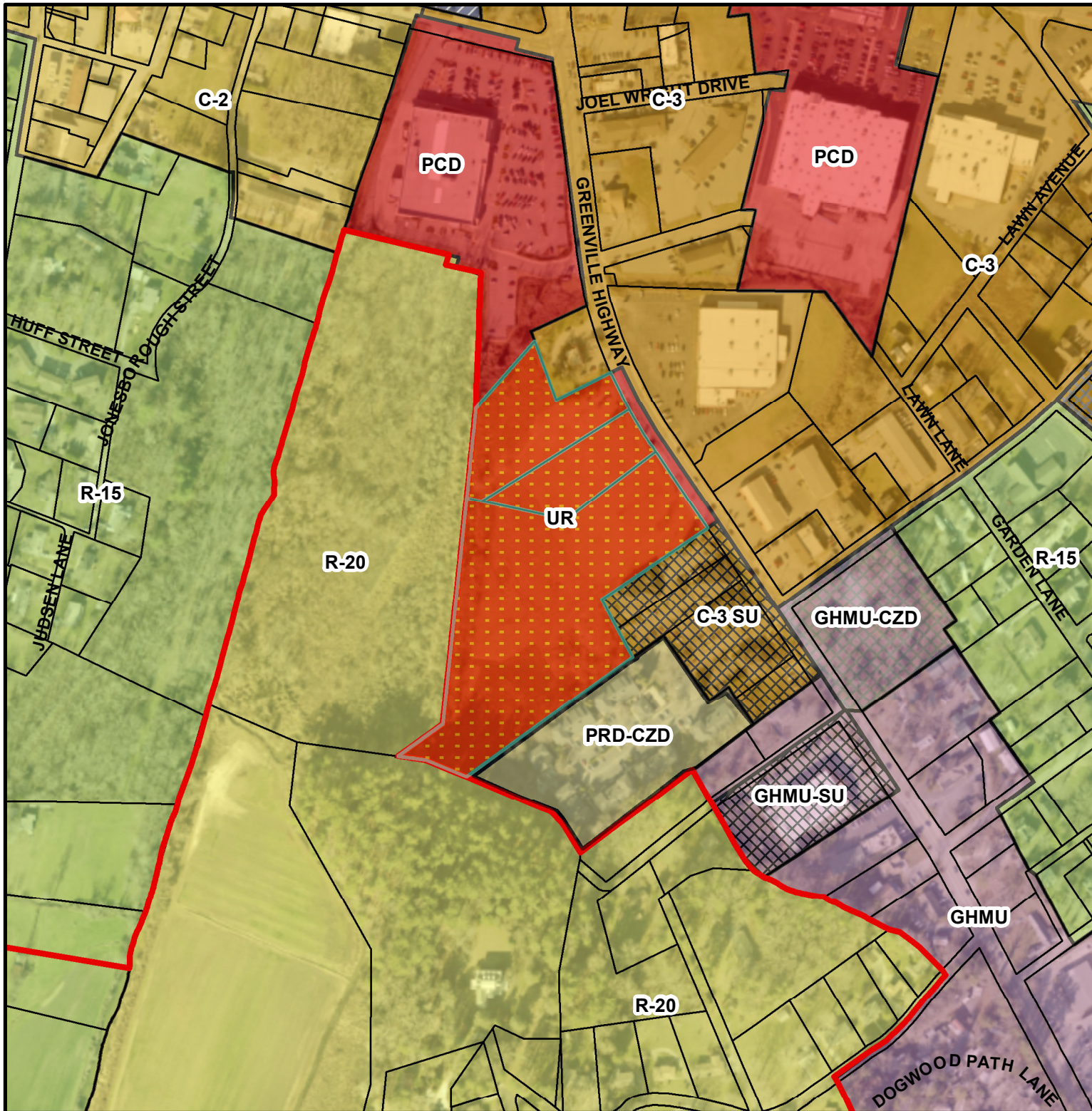


OVERALL PLAN: LEVEL 4

LPA HENDERSONVILLE MULTI-FAMILY / OCTOBER 01, 2022



MAIN LEASING CORNER AND ENTRY



715 Greenville Highway Multi-Family
 P24-39-CZD
 PINs: 9568-83-4302, -2474, -2082
 Acreage: 9.01
Proposed Zoning
 Community Development Department

- Legend**
- Subject Property (UR)
 - Hendersonville City Limits
 - Hendersonville Zoning**
 - CZD Conditional Zoning Districts
 - R-20 Low Density Residential
 - R-15 Medium Density Residential
 - PRD Planned Residential Development
 - UR Urban Residential
 - C-3 Highway Business
 - C-3SU Highway Business Special Use
 - C-2 Secondary Business
 - CMUSU Central Mixed Use Special Use
 - PCD Planned Commercial Development
 - GHMU Greenville Highway Mixed Use
 - GHMU-SU Greenville Highway Mixed Use Special Use



Ordinance # ____ - ____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCELS POSSESSING PIN NUMBERS: 9568-83-4302, 9568-83-2474 AND, 9568-83-2082 BY CHANGING THE ZONING DESIGNATION FROM PCD, PLANNED COMMERCIAL DEVELOPMENT TO UR-CZD, URBAN RESIDENTIAL CONDITIONAL ZONING DISTRICT

IN RE: Parcel Numbers: 9568-83-4302, 9568-83-2474 and, 9568-83-2082
Address: 715 Greenville Highway
715 Greenville Highway Multi-Family: (File # P24-39-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from applicant, Travis Fowler, First Victory Inc., and property owner, Richard Herman (Manager)–South Market LLC, for the construction of a 185 unit multi-family development on approximately 9.01 acres, and

WHEREAS, the Planning Board took up this application at its regular meeting on November 14, 2024; voting 3-3 to recommend City Council approve an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, due to the split recommendation at the November 14, 2024 meeting, the Planning Board took up this application again at its regular meeting on February 13, 2025; voting 3-2 to not recommend City Council approve 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 March 6th, 2025, and

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 Numbers: 9568-83-4302, 9568-83-2474 and, 9568-83-2082, changing the zoning designation from PCD, Planned Commercial Development to UR-CZD, Urban Residential Conditional Zoning District.
2. Development of the parcel pursuant to this Ordinance is subject to the following.
 - a. Development shall comply with the master site plan submitted by the applicant dated November 4th, 2024, 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. Residential, Multi-Family
 - 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.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

With their signatures below, the undersigned applicant(s) and property owner(s) consent to and agree to all conditions imposed pursuant to the terms of this Ordinance.

IN RE: Parcel Numbers: 9568-83-4302, 9568-83-2474 and, 9568-83-2082
Addresses: 715 Greenville Highway
715 Greenville Highway Multi-Family: (File # P24-39-CZD)

Applicant/Developer: Travis Fowler
(Manager) – First Victory Inc

Property Owner: Richard Herman (Manager) –
South Market LLC

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



**CITY OF HENDERSONVILLE
COMMUNITY DEVELOPMENT DEPARTMENT
100 N. King Street, Hendersonville, NC 28792
Phone (828) 697-3010|Fax (828) 698-6185
www.hendersonvillenc.gov**

**Conditional Zoning District Petition
Section 7-4 and Article 11 City Zoning Ordinance**

The following are the **required** submittals for a complete application for rezoning a property or properties to a Conditional Zoning District. Staff will not review applications until each item has been submitted and determined complete. By placing a check mark by each of the following items, you are certifying that you have performed that task.

- 1. Completed Pre-Application meeting with Planning Staff
- 2. Scheduled Neighborhood Compatibility Meeting
NCM Date: _____ Time: _____
- 3. Water and Sewer Availability Request
- 4. Completed Application Form
- 5. Completed Signature Page (completed Owner's Affidavit if different from applicant)
- 6. Completed Site Plan as described in Section 7-4.3-1 of the City Zoning Ordinance
- 7. Detailed explanation of any Proposed Development Description
- 8. Application Fee
- 9. Transportation Impact Analysis - Required for complete application but not due until 24 calendar days prior to Planning Board Meeting (if required)

Note: Additional Approvals prior to the issuance of a Zoning Compliance Permit may include, but are not limited to the following:

- Henderson County Sedimentation & Erosion Permit
- Stormwater Management Plan
- Utility Approval
- NCDOT Permit
- Any other applicable permits as determined by the Community Development

[Application Continued on Next Page]

Office Use:
Date Received: 6/21/2024 By: KATY BRAGG Fee Received? Y/N
1:45 P.M.

Pa. CLK# 6755 \$ 850.00

A. Applicant Contact Information

Travis A Fowler

* Printed Applicant Name

First Victory INc

Printed Company Name (if applicable)

Corporation Limited Liability Company Trust Partnership

Other: _____

Applicant Signature
president

Applicant Title (if applicable)

542 South Caldwell street

Address of Applicant

Brevard, NC 28712

City, State, and Zip Code

828-884-7934

Telephone

Travis@firstvictory.com

Email

* Signature of the property owner acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

[Application Continued on Next Page]



BUSINESS CORPORATION ANNUAL REPORT

Section 7, Item A.

1/6/2022

NAME OF BUSINESS CORPORATION: First Victory, Inc.

SECRETARY OF STATE ID NUMBER: 1313733 STATE OF FORMATION: NC

REPORT FOR THE FISCAL YEAR END: 12/31/2023

Filing Office Use Only

E - Filed Annual Report
1313733
CA202415703136
6/5/2024 03:15

Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Fowler, Travis A.

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

542 S Caldwell St

542 S Caldwell St

Brevard, NC 28712-5643 Transylvania County

Brevard, NC 28712-5643

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Construction & Development

2. PRINCIPAL OFFICE PHONE NUMBER: (828) 884-7934 3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

542 S Caldwell St

542 S Caldwell St

Brevard, NC 28712-5643

Brevard, NC 28712-5643

6. Select one of the following if applicable. (Optional see instructions)

The company is a veteran-owned small business

The company is a service-disabled veteran-owned small business

SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: Travis A. Fowler NAME: Mary Fowler NAME: _____

TITLE: Chief Executive Officer TITLE: Corporate Secretary TITLE: _____

ADDRESS: _____ ADDRESS: _____ ADDRESS: _____

920 Island Cove Rd

920 Island Cove Rd

Penrose, NC 28766

Penrose, NC 28766

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Mary Fowler, by Mary Elizabeth Fowler Secretary & CFO 6/5/2024

SIGNATURE

DATE

Form must be signed by an officer listed under Section C of this form.

Mary Fowler, by Mary Elizabeth Fowler Secretary & CFO Corporate Secretary

Print or Type Name of Officer

Print or Type Title of Officer

B. Property Owner Contact Information (if different from Applicant)

Richard J. Herman

*Printed Owner Name (Authorized Representative for entities other than individuals)
South Market LLC

Printed Company Name (if applicable, check corresponding box below)

- Corporation
- Limited Liability Company
- Trust
- Partnership
- Other: _____

Richard J. Herman
Property Owner/Authorized Representative Signature

President
Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)

Hendersonville, NC
City, State, and Zip Code

828 243-3425
Telephone

Richard.herman@rjherman.com
Email

* 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.



1/6/2022

LIMITED LIABILITY COMPANY ANNUAL REPORT


SOSID: 0856509
 Date Filed: Section 7, Item A.
 Elaine F. N
 North Carolina Secretary of State
 CA2023 090 06476

NAME OF LIMITED LIABILITY COMPANY: South Market, LLCSECRETARY OF STATE ID NUMBER: 0856509 STATE OF FORMATION: NCREPORT FOR THE CALENDAR YEAR: 2023

Filing Office Use Only

 Changes**SECTION A: REGISTERED AGENT'S INFORMATION**1. NAME OF REGISTERED AGENT: Richard Herman2. SIGNATURE OF THE NEW REGISTERED AGENT: _____
SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

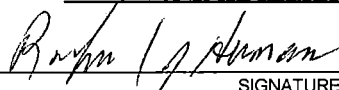
2809 Hampton Drive PO Box 1700Hendersonville, NC 28792 Henderson Hendersonville, NC 28792 Henderson**SECTION B: PRINCIPAL OFFICE INFORMATION**1. DESCRIPTION OF NATURE OF BUSINESS: Commercial Real Estate2. PRINCIPAL OFFICE PHONE NUMBER: (828) 243-3425 3. PRINCIPAL OFFICE EMAIL Privacy Redaction4. PRINCIPAL OFFICE STREET ADDRESS 5. PRINCIPAL OFFICE MAILING ADDRESS 2809 Hampton Drive PO Box 1700Hendersonville, NC 28792 Henderson Hendersonville, NC 28792 Henderson

6. Select one of the following if applicable. (Optional see instructions)

- The company is a veteran-owned small business
- The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)NAME: Richard Herman NAME: _____ NAME: _____TITLE: Manager TITLE: _____ TITLE: _____

ADDRESS: _____ ADDRESS: _____ ADDRESS: _____

2809 Hampton Drive _____Hendersonville, NC 28792 Henderson _____**SECTION D: CERTIFICATION OF ANNUAL REPORT.** Section D must be completed in its entirety by a person/business entity.

SIGNATURE

3-13-23

DATE

Form must be signed by a Company Official listed under Section C of This form.

RICHARD HERMANMANAGER

Print or Type Name of Company Official

Print or Type Title of Company Official

SUBMIT THIS ANNUAL REPORT WITH THE REQUIRED FILING FEE OF \$200

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

C. Property Information

Name of Project: 715 Greenville Hwy Apartments

PIN(s): 9568832082, 9568834302, 9568832474

Address(es) / Location of Property: 715 Greenville hwy

Type of Development: Residential Commercial Other

Current Zoning: CZD
8.8 acres

Total Acreage: Urban res-CZD

Proposed Zoning: 151,550

Proposed Building Square Footage: 185

Number of Dwelling Units:

List of Requested Uses:
185 apartments

D. Proposed Development Conditions for the Site

In the spaces provided below, please provide a description of the Proposed Development for the site.

re-devleopement of the site located at 715 grenville hwy, 185 apartments; 300 parking spaces that is a 1.45 parking ratio. appropriate open space for the zoning and landscaping. we ahve worked with the Storm Water/flood plain department to allow the City project behind our project to the Mud Creek basin to be faciliated with access. NCDOT TIA scope has been approved and is avialble for the rezoning.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Brian Pahle **MEETING DATE:** 03/06/2025
AGENDA SECTION: New Business **DEPARTMENT:** Administration
TITLE OF ITEM: NC Treasurer’s Office Loan – *Brian Pahle, Assistant City Manager*

SUGGESTED MOTION(S):

I move the City Council to approve the North Carolina Cashflow Loan Agreement, Promissory Note, and Associated Agreements.

SUMMARY:

An agenda item authorizing the acceptance of a loan from the NC Cashflow Loan Program (NC Treasurer’s Office).

BUDGET IMPACT: TBD

Is this expenditure approved in the current fiscal year budget? To be funded by loan/grant proceeds in future years.

If no, describe how it will be funded. EnterTextHere

ATTACHMENTS:

Resolution

Promissory Note



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

To: Management of North Carolina Local Governments Affected by Hurricane Helene
From: Jeff Poley, Director of Disaster Services and Rural Economic Development
(jeff.poley@nctreasurer.com)
Date: February 13, 2025
Re: State Cashflow Loans for Disaster Response Activities

For those units that will have their FEMA Public Assistance Project Worksheets into NCEM by February 14, 2025, this memorandum explains the process required to receive your cashflow loans.

After calculating each unit’s portion of the loan moneys available, our office will be sending each unit a completed Loan Agreement and Promissory Note (see the attachment for the Loan Agreement and Exhibit B thereto for the Promissory Note).

In order to receive your unit’s loan funding, the following items must first be scanned and then overnighted to my office:

1. An executed resolution of the unit’s governing body approving the unit’s assumption of the loan obligation by entering the Loan Agreement (see Exhibit A to the attachment for a sample form resolution; however, this precise form is not a requirement).
2. An executed Loan Agreement and Promissory Note. **The terms of the Loan Agreement and Promissory Note are non-negotiable, and any changes reflected in either document upon receiving them back from your unit will be rejected.** The North Carolina League of Municipalities and North Carolina Association of County Commissioners have each participated in the drafting of these documents, and thus we believe the interests of each unit have been adequately represented.
3. A completed wire form so the Department of State Treasurer can wire the loan funds to the unit’s chosen account.

My contact information for scans and overnight deliveries are contained in the Loan Agreement.

The Department of State Treasurer may in the future contract with a financial institution to administer the repayment side of this program. More information will follow if the Department does in fact enter into such a contract.

As always, if you have questions and/or concerns, please direct them to the North Carolina League of Municipalities or the North Carolina Association of County Commissioners, who will then forward your inquiries to me, as needed.

Finance Officer

STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL GOVERNMENTS

LOAN AGREEMENT
BETWEEN
THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE TREASURER)
AND
THE VILLAGE/TOWN/CITY/COUNTY/TRIBAL GOVERNMENT OF :

Loan Round:
Loan Number:
Loan Date:
Loan Round Amount:

REPAYMENT TERMS:

- \$1 by the first anniversary of the Loan Date
- 10% of the Loan Round Amount on June 30, 2027
- 20% of the Loan Round Amount on June 30, 2028
- 30% of the Loan Round Amount June 30, 2029
- 40% (less \$1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date or June 30, 2030.

Recipient Tax ID/EIN: _____

PURPOSE:

For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement (“Agreement”) is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), and The Town/County/Tribal Government of (“RECIPIENT”) (referred to individually as Party and collectively as “Parties”) to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the “Authorizing Act”).

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below (“Effective Date”) and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST’S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of \$_____ to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or

administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT'S eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT shall make every reasonable effort to seek reimbursement from the federal government for expenditures that will be temporarily covered by loan proceeds under this Agreement.
- e. Notwithstanding the Repayment Terms as stated on Page 1 of this Agreement, if RECIPIENT receives funding support from the federal government for expenditures covered under the FEMA Public Assistance Worksheets used as the basis for this Agreement, RECIPIENT shall repay NCDST the equivalent amount of loan proceeds within five (5) business days of receipt of the federal funding support.
- f. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT'S central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$XXX,XXX**.
- g. As provided in the Authorizing Act:
 - (i) RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (a) the five-year anniversary of the Loan Date; or (b) June 30, 3030.
 - (ii) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT'S applicable insurance policy in effect; (b) federal aid; or (c) private donations.
 - (iii) If RECIPIENT obtains alternative funds pursuant to subdivision (ii) of this subsection g., RECIPIENT shall promptly remit such funds to NCDST. Notwithstanding the preceding sentence

RECIPIENT shall not be required to repay to NCDST any amount in excess over the proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party’s Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties’ respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: jeff.poley@nctreasurer.com	Jeffrey A. Poley Director of Disaster Services and Rural Economic Development Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 500-0855 Email: jeff.poley@nctreasurer.com

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
[INSERT NAME, TITLE, ADDRESS, EMAIL AND PHONE OF THE RECIPIENT LOAN CONTACT.]	[INSERT NAME, TITLE, ADDRESS, EMAIL AND PHONE OF THE RECIPIENT LOAN CONTACT.]

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement’s termination, RECIPIENT’s books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Loan Round Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or
- c. In the event that RECIPIENT repays the loan amount in full prior to the fifth anniversary of the Loan Date.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

- a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the "Federal Funding Programs"). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT's eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST’s loan obligations shall commence upon NCDST’s receipt of the items set forth in 3.a. above.

[signature page follows]

DRAFT

19. AUTHORIZED SIGNATURE WARRANTY:

Section 8, Item A.

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

RECIPIENT [THE VILLAGE/TOWN/CITY/COUNTY/TRIBAL GOVERNMENT OF].

AUTHORIZING OFFICIAL

Date

Printed Name

Title

DRAFT

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL

Date

Printed Name

Title

**RESOLUTION TO APPROVE NORTH CAROLINA CASHFLOW LOAN AGREEMENT,
PROMISSORY NOTE, AND ASSOCIATED AGREEMENTS**

WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in the Loan Program are required to execute a Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

NOW, THEREFORE BE IT RESOLVED BY THE VILLAGE/TOWN/COUNTY/TRIBAL GOVERNMENT OF _____:

1. That the Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____, _____

VILLAGE/TOWN/CITY/COUNTY/TRIBAL GOVERNMENT OF: _____

By: _____
(Name)
Mayor/Commissioner/Authorized Representative

ATTEST:

(Name)
Town Clerk/Authorized Representative

This Promissory Note
has been pre-audited as required by the
Local Government Budget and Fiscal Control Act

Finance Officer

PROMISSORY NOTE

Date: _____, 2025

Loan Number: _____
Loan Amount: \$ _____

The Town/County/Tribal Government of [INSERT NAME] (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Loan Amount: \$ _____ The promissory note is made in accordance with the related Loan Agreement, dated as the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **\$1 the first anniversary of the Loan Date**
- **10% of the Loan Round Amount on June 30, 2027**
- **20% of the Loan Round Amount on June 30, 2028**
- **30% of the Loan Round Amount on June 30, 2029**
- **40% (less \$1) of the Loan Round Amount on the earlier of the fifth anniversary of the Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER’s governing body at a meeting duly held on _____, 2025.

[NAME OF BORROWER]

[NAME AND TITLE]

[SEAL]

Attest:

[Name and Title—should be clerk]

ATTACHMENT C



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION	
Recipient/Account Holder's Name:	
Recipient's Address, City, State, Zip:	
Information for the Recipient (optional):	
BENEFICIARY BANK INFORMATION	
Beneficiary Bank Name:	
Beneficiary Bank Routing Transit Number (RTN):	
Beneficiary Bank Account Number:	
Bank's Address, City, State, Zip:	
Information for the Beneficiary Bank, if applicable:	
I certify the recipient information and beneficiary bank information provided above is true and correct. and I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted; no electronic signatures.	
_____	_____
Recipient Official's Printed Name	Signature
_____	_____
Phone #	Date
FOR INTERNAL USE ONLY	
Financial Operations Division	
US Dollar Wire Amount:	Contract/Reference #:
Date Wire Processed:	

3200 Atlantic Avenue • Raleigh, North Carolina 27604
Courier #56-20-45 • Telephone: (919) 814-4000 •
Fax: (919) 855-5809 www.NCTreasurer.com

Resolution # __ - ____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE NORTH CAROLINA CASHFLOW LOAN AGREEMENT, PROMISSORY NOTE, AND ASSOCIATED AGREEMENTS

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in the Loan Program are required to execute a Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

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

1. That the Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
2. That the Manager, Clerk, or Authorized Representative of the City is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker, City Attorney **MEETING DATE:** March 6, 2025
AGENDA SECTION: NEW BUSINESS **DEPARTMENT:** Legal Department
TITLE OF ITEM: Our State, Our Homes Grant – *Angela S. Beeker, City Attorney*

SUGGESTED MOTION(S):

I move City Council accept the Our State, Our Homes, grant being offered by UNC-Chapel Hill, through their Carolina Across 100 Program and authorize staff to proceed with its implementation.

SUMMARY:

The City has been awarded a grant to provide funding in the amount of \$17,000, together with free training and expertise from UNC Chapel Hill, the School of Government, and the various other schools, to assist with the formation of a Community Land Trust. This grant is through Carolina Across 100 and is part of their Our State, Our Homes program that provides funds and technical and educational assistance for a project in communities interested in working across sectors to improve access to and availability of affordable housing options.

ATTACHMENTS:

Award Letter



February 15, 2025

Ms. Angela Beeker
Mr. John Connet
City of Hendersonville
160 6th Avenue East
Hendersonville, NC 28792

Dear Angela & John,

Congratulations! On behalf of Carolina Across 100, I am pleased to inform you that your team from the City of Hendersonville has been selected to participate in the Our State, Our Homes program, an 18-month collaborative learning model focused on improving access to and availability of affordable housing in North Carolina. The program dates are January 1, 2025 to June 30, 2026.


Carolina Across 100 has committed the following to the Jackson County team as part of its selection to Our State, Our Wellbeing:

- Invitation to participate in four in-person forums in Chapel Hill in February, May, September, and December 2025 and March 2026;
- Funding of up to \$17,000 to be distributed as follows, subject to timely receipt of required payment documentation:
 - Travel reimbursements of up to \$7,000 to cover costs for up to four team members to attend each of the forums, including transportation and lodging, to be paid as expenses are incurred;
 - \$5,000 to provide a stipend for a part-time project manager, to be paid by March 31, 2025;
 - Up to \$5,000 for pilot project implementation expenses, to be paid at the midpoint of the program following submission of a brief project proposal; and
- In-kind support through technical assistance, coaching, and evidence-based resources.

In exchange, the City of Hendersonville team has committed to the following:

- Contributing a committed team representing multiple agencies, jurisdictions, and/or organizations to devote time and effort to this work;
- Developing a cogent strategy to leverage existing assets and activities; increase the availability, quality, and alignment of community resources for affordable housing; and address barriers to meeting community housing needs, especially for higher-risk subpopulations;
- Ensuring that at least four team members, including a project manager, attend each of the five forums; and
- Meeting at least monthly in the community to complete activities related to the program.



Carolinaacross100.unc.edu
Carolinaacross100@sog.unc.edu 
[#CarolinaAcross100](#)

Section 8, Item B.

Funds provided to the City of Hendersonville team from Our State, Our Homes will be paid to City of Hendersonville through the UNC School of Government. Teams may be eligible in the future to receive additional awards for travel or project implementation, subject to need and the availability of additional funds.

Thank you again for your application and commitment to Our State, Our Homes and for all your efforts to address housing needs in your community.

Best,

Michael Welker
Director of Policy and Research Partnerships, nclIMPACT

Resolution # - _____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ENTER INTO A CONTRACT FOR ENGINEERING SERVICES TO SUPPORT THE WWTF 6 MGD EXPANSION AND IMPROVEMENTS PROJECT

WHEREAS, the City owns and operates a water treatment facility (WWTF) that has a current permitted capacity of 4.8 million gallons per day; and

WHEREAS, the WWTF has need for capacity expansion and various process improvements; and

WHEREAS, the project expands and replaces critical components to improve resiliency, reduce sanitary sewer overflows, provide capacity for future community growth, and provide redundancy; and

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

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

1. McKim & Creed, Inc. is most qualified to provide professional engineering services for the project, as recommended by Staff.
2. The scope of professional engineering services from McKim & Creed, Inc. is approved in the not-to-exceed amount of \$2,366,104.
3. The City Manager is authorized to execute an agreement with McKim & Creed, Inc. consistent with the terms of this Resolution, as approved by the City Attorney.

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

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Becker, City Attorney

SOLICITATION EVALUATION SCORECARD							
Engineering Services to Support the WWTF 6 MGD Expansion and Improvements Project							
REQUEST FOR PROPOSAL # 240021014001							
EVALUATION CRITERIA		RVE Inc.	HDR	Black & Veatch	McKim & Creed	CDM Smith	
A. EVALUATION CRITERIA #1	Project Team Qualifications [30 Possible Points]	16.75	26.75	26.5	27	24	
B. EVALUATION CRITERIA #2	Project Approach and Management [20 Possible Points]	11.25	15.25	18	18.5	17.5	
C. EVALUATION CRITERIA #3	Similar Projects [40 Possible Points]	23.75	36.25	36.5	36.75	36	
D. EVALUATION CRITERIA #4	Timely Service/Efficiency [10 Possible Points]	4	7.5	7	10	7.75	
FINAL SCORES AND RANKINGS →		TOTAL SCORE	55.75	85.75	88	92.25	85.25
		RANK	5	3	2	1	4

		RVE Inc.	HDR	Black & Veatch	McKim & Creed	CDM Smith
REVIEWER #1:	A.	18	25	24	25	25
	B.	15	18	17	20	19
	C.	30	37	36	35	35
	D.	5	8	7	10	8
	Total Score	68	88	84	90	87
	Rank	5	2	4	1	3
REVIEWER #2:	A.	15	29	29	27	20
	B.	5	10	19	18	15
	C.	15	33	35	39	35
	D.	0	6	6	10	8
	Total Score	35	78	89	94	78
	Rank	5	3.5	2	1	3.5
REVIEWER #3:	A.	17	26	27	29	24
	B.	10	16	18	18	18
	C.	25	38	39	37	37
	D.	6	8	8	10	7
	Total Score	58	88	92	94	86
	Rank	5	3	2	1	4
REVIEWER #4:	A.	17	27	26	27	27
	B.	15	17	18	18	18
	C.	25	37	36	36	37
	D.	5	8	7	10	8
	Total Score	62	89	87	91	90
	Rank	5	3	4	1	2

All electronic copies received prior to the 5/22/2024 at 11:00 AM EST deadline.

-Devin Owen

EXHIBIT A
PROFESSIONAL ENGINEERING SERVICES
for the
CITY OF HENDERSONVILLE
WWTF 6.0 MGD EXPANSION AND IMPROVEMENTS PROJECT

I. PROJECT UNDERSTANDING AND PURPOSE

The following presents the scope of work to provide professional engineering services for the City of Hendersonville Wastewater Treatment Facility (WWTF) 6.0 MGD Expansion and Improvements Project. McKim & Creed, Inc. will provide the following major services for this Project:

- Funding Assistance
- Flood Mitigation Analysis
- Condition Assessment of Existing Facilities
- Engineering Alternatives Analysis
- Preparation of a Basis of Design Report
- Preliminary Design
- Final Design
- Permitting Assistance
- Prequalification of Bidders Assistance
- Sole Source Equipment Procurement Assistance
- Formal Bidding & Award Services
- Construction Administration
- Construction Observation
- Post-Construction Services

The scope of services described herein is based on providing design, permitting, and construction phase services for expansion of and improvements to the City of Hendersonville WWTF to expand the facility from its currently permitted capacity of 4.8 million gallons per day (MGD) to a permitted capacity of 6.0 MGD. The City of Hendersonville's current NPDES Permit No. NC0025534 includes effluent limitations and monitoring requirements for the design flow of 6.0 MGD which will come into effect upon the issuance of an Authorization to Construct permit from the North Carolina Department of Environmental Quality (NCDEQ) Division of Water Resources (DWR) and submission of the Engineer's Certification for expansion of the facility to 6.0 MGD. The expansion of and improvements to the Hendersonville WWTF are required to ensure

continued successful operation of the WWTF in compliance with the NPDES permit per the findings and recommendations of the *Wastewater Treatment Facility Master Plan* dated 6/24/2022, prepared by McKim & Creed.

The design of the expansion and improvements to the WWTF will provide for treatment of municipal grade, domestic strength wastewater, of which final influent parameters will be determined during the preliminary design phase of the Project. The expansion and improvements will be designed to adhere to the current parameters of the existing NPDES Permit No. NC0025534 for the 6.0 MGD design flow tier included in the permit.

Major components of the project are anticipated to include:

- New influent screening facility upstream of influent pumping
- New submersible influent pump station
- New influent flow metering
- New vortex grit removal system
- New flow equalization facilities including a day tank and a wet weather tank
- Replacement of the three (3) existing 250 HP multi-stage centrifugal blowers with new blowers and new dissolved oxygen control system for increased energy efficiency and process control
- Repairs to the existing Blower Building and air headers
- Replacement of existing return activated sludge (RAS) pump No. 2 due to age/condition
- Replacement of both existing waste activated sludge (WAS) pumps due to age/condition
- Replacement of Tertiary Filter No. 2 with new AquaDiamond filter matching Tertiary Filter No. 1, sized for the 6.0 MGD design flow
- Concrete repairs to the Tertiary Filter structure
- New canopy structure over the Tertiary Filter structure including lighting, lightning protection, and electric driven bridge crane to protect filter equipment from algae growth and improve ease of maintenance
- New mixing equipment in the first two diffuser zones of the Aeration Basins to establish an anoxic/aerobic swing zone in each basin
- Rehabilitation or replacement of flow isolation to each secondary clarifier
- New density current baffles in each secondary clarifier
- Concrete repairs and coatings in the effluent launders of each secondary clarifier
- Dewatering Building lightning protection system

The services required to assist the City will generally include funding assistance, preliminary evaluations, surveying, subsurface utility engineering, geotechnical investigations, final design,

permitting, bidder prequalification assistance, sole source equipment procurement assistance, bidding and award assistance, construction administration, construction observation, and post-construction services. The project is composed of the following phases and tasks:

PHASE 1: PRELIMINARY, DESIGN, AND BID SERVICES

1. Funding Assistance
2. Preliminary Engineering
3. Final Design
4. Permitting
5. Bidder Prequalification Assistance
6. Bidding and Award Phase
7. Unallocated Project Budget (Phase 1)

PHASE 2: CONSTRUCTION SERVICES

8. Construction Phase Services
9. Post-Construction Phase Services
10. Unallocated Project Budget (Phase 2)

This scope of services is to provide Phase 1 professional engineering services only. Phase 2 services are to be provided as a future amendment to this contract. Phase 2 services are estimated and are subject to change depending on project requirements at the time of amendment execution.

II. SCOPE OF SERVICES

PHASE 1 DESIGN AND BID SERVICES

TASK 1: FUNDING ASSISTANCE

McKim & Creed will assist the City in preparing and submitting letters of interest and funding applications through the NCDEQ Division of Water Infrastructure (DWI) and the NCDPS Non-Disaster Grants program for FEMA BRIC and/or HMGP funding.. The City will provide financial and other supporting information as required by the funding applications. Additional assistance with other funding options may be provided as additional services if requested by the City. The scope of services for the NCDEQ DWI and FEMA BRIC/HMGP program funding applications are detailed further below.

1.1 NCDEQ DWI Funding Application

It is assumed that McKim & Creed will assist the City in preparing and submitting a funding application to NCDEQ DWI during the Fall 2024 funding round, the Spring 2025 funding round, and the Fall 2025 funding round. NCDEQ DWI may automatically reconsider the project for funding in subsequent funding rounds using the previously prepared funding application packages without modification. Additional assistance with additional funding round applications may be provided as additional services if requested by the City. Each funding application will consist of the completed application forms and priority rating system forms, engineering calculations, opinions of probable project costs, anticipated schedules, and permit requirements.

1.2 FEMA BRIC/HMGP Letter of Interest and Funding Application

McKim & Creed will assist the City in applying for funding through the FEMA BRIC program as a sub-applicant to the North Carolina Department of Public Safety (NCDPS), Division of Emergency Management. Services provided under this task will follow the FEMA BRIC funding guidance published by the NCDPS (<https://www.ncdps.gov/our-organization/emergency-management/hazard-mitigation/non-disaster-grants>) and will consist of the following steps:

1. McKim & Creed will assist the City in preparing and submitting the Letter of Interest (LOI) and all associated attachments. The LOI will be submitted to NCDPS for screening and sub-applicant selection.
2. If the project is selected by NCDPS based on review of the LOI, and the City receives an Invitation to Apply, McKim & Creed will assist the City in preparing and submitting a complete sub-application package. The sub-application package will be submitted in accordance with NCDPS and FEMA requirements and will be submitted to the FEMA GO grant management system.

TASK 2: PRELIMINARY ENGINEERING**2.1 Design Survey Services**

McKim & Creed will provide design survey services as described below. Survey work will be performed to the Standards of Practice for Land Surveying in North Carolina. Horizontal survey control will be referenced to NC Grid NAD 83 or otherwise specified. Vertical control will be referenced to NAVD88 or otherwise specified. The scope of survey shall include:

1. Set horizontal and vertical control at the WWTF.
2. Topographic survey of existing grade throughout the existing WWTF property to the general extents shown in Figure 1 below, excluding the following areas where topographic survey information has been previously collected. Topographic survey shall include collection of the centerline location of the intermittent stream located southeast of the existing influent pump station, north of Balfour Road, from the eastern WWTF access driveway to the Duke Energy transmission line right of way.

Areas previously surveyed, to be excluded from topographic survey collection:

- a. Surrounding the existing Covered Storage Shelter and in the immediate vicinity to the east.
3. Boundary survey of the existing WWTF property to establish the location of existing WWTF property lines adjoining Balfour Road. This information will be utilized to ensure that all new treatment structures to be constructed are in compliance with the setback requirements per 15A NCAC 02T .0506(b).

Figure 1 – General Topographic Survey Extents



4. Collection of horizontal and vertical location of existing utilities located by SUE services throughout the WWTF, including inverts of gravity utilities, including the following:
 - a. Gravity Sanitary Sewer:
 - i. Existing 42" Mud Creek Outfall, Manhole 1 to Manhole 6. Note, manhole numbering from *City of Hendersonville Wastewater Facilities Mud Creek Outfall "Reference Drawing" Sheet 2* prepared by Willis Engineers, dated 1999.
 - ii. Existing 10" SS on east side of WWTF site from Mud Creek Outfall Manhole 2 to Town Center Manhole 1 at northeast corner of WWTF fence line. Note, Town Center Manhole numbering from *The Town Center "As-Built" Sheet UT1* prepared by Thomas R. Wilson, PE.

- iii. WWTF In-plant SS: MH 1 through MH 9, MH 12, DI 1 (at existing Screening and Grit Removal), CB 1 (at Influent Pump Station). Note, manhole numbering from *City of Hendersonville Wastewater Facilities "Reference Drawings" Sheet G-10* prepared by Willis Engineers, dated 1999-2000.
 - b. Storm Drain:
 - i. FES 1, FES 2, CB 2 through CB 16, DI 2, DI 3, and the existing storm drain system located on the old plant site downstream of DI 3 to its discharge location. Note, structure numbering from *City of Hendersonville Wastewater Facilities "Reference Drawings" Sheets G-12 and G-13* prepared by Willis Engineers, dated 1999-2000.
 - c. Potable Water:
 - i. Existing 6" water main along the north side of Balfour Road within the extents of the WWTF property
 - ii. Existing 6" water main crossing Balfour Road to the south to serve the Biosolids Facilities from the connection with the 6" water main on the north Side of Balfour Road to the Biosolids Facilities.
 - iii. Existing 6" and 2" water lines within the WWTF site from the connections to the 6" water main along Balfour Road to each of the two water meters on site at the Administration Building and Utility Building.
 - d. Plant Water (Non-Potable Water):
 - i. All existing Plant Water lines on site.
 - e. Power:
 - i. Ductbank "I" from the existing switchgear to the Influent Pump Station
 - ii. Ductbanks "A" and "AQ" from the existing switchgear to PHH3
 - iii. Ductbank "B" from the existing switchgear to the Blower Building
 - iv. Ductbank from Blower Building to Screening and Grit Collection
 - v. Note, facility numbering from *City of Hendersonville Wastewater Facilities "Reference Drawings" Sheets E-1 and E-2* prepared by Willis Engineers, dated 1999-2000.
 - f. Communications:
 - i. CHH1 to CHH4

- ii. CHH4 to Influent Pump Station (CTCI)
 - iii. CHH1 to CHH2
 - iv. CHH2 to Blower Building (CTCB)
 - v. CHH2 to CHH3
 - vi. CHH3 to Administration Building (CTCA)
 - vii. Note, facility numbering from *City of Hendersonville Wastewater Facilities "Reference Drawings" Sheets E-1, E-3, and E-46* prepared by Willis Engineers, dated 1999-2000.
- g. Other
- i. Gas, telecommunications, and other utilities on site as marked by SUE.
5. Perform 3D laser scanning of the existing Blower Building and the existing Influent Pump Station to collect existing dimensional data for the existing structures and document as-built conditions for the purposes of design. McKim & Creed will utilize the 3D scans of the existing structures to develop base drawings with sufficient accuracy to allow completion of engineered design drawings for the specific infrastructure designs described by this agreement. The scope of 3D scanning shall include:
- a. All interior and exterior areas of the Blower Building to 5-feet outside the building footprint.
 - b. All blower discharge piping from underneath the Blower Building canopy to the Aeration Basins.
 - c. All interior and exterior areas of the Influent Pump Station to 5-feet outside the building footprint, excluding the interior of the existing wet well.
 - d. Deliverables in Autodesk Revit format.

2.2 *Design Subsurface Utility Engineering (SUE) Services*

McKim & Creed will coordinate with our SUE subconsultant Stewart to provide SUE services as described below:

1. Provide SUE Level B and A services to determine horizontal and vertical locations of existing utilities throughout the existing WWTF. Utilities expected to be located those described in Section 2.1 above.
2. SUE Level A services is based on providing up to ten (10) test holes to locate critical underground infrastructure at the existing WWTF site for integration of the new facility design with the existing infrastructure. It is assumed that all Level A test holes will be completed in one (1) trip with a duration of up to three (3) days.

3. The subsurface utilities will be identified with inverted spray paint and flagging using the following color code:
 - a. Red = Electric
 - b. Blue = Water
 - c. Purple = Non-Potable Water
 - d. Orange = Telecommunications
 - e. Yellow = Natural Gas
 - f. Green = Sanitary Sewer
 - g. White = Unknown utility
4. SUE services will be performed in accordance with the standards as set forth by the American Society of Civil Engineers in publication CI/ASCE 38-02 – Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
5. Horizontal and vertical locations of located utilities will be incorporated into the design drawings.

2.3 *Geotechnical Investigations*

McKim & Creed will coordinate with our geotechnical subconsultant, S&ME, to provide a limited geotechnical investigation of the subgrade conditions to provide data needed to design structural foundations. The geotechnical investigations will include:

1. Explore subsurface conditions by performing soil test borings:
 - a. Two (2) soil test borings in the area south of the existing Influent Pump Station to depths of 50 feet, including rock coring if rock is encountered.
 - b. Two (2) soil test borings in the area south of existing Aeration Basin No. 1 between the Aeration Basin and site drive to depths of 40 feet.
 - c. Two (2) soil test borings in the area north of the existing Covered Storage Area, south of Balfour Road to depths of 60 feet, including rock coring if rock is encountered.
 - d. Two (2) soil test borings south of the existing Biosolids Facilities to depths of 25 feet, including rock coring if rock is encountered.
2. Laboratory testing will be performed to verify soil classification and obtain soil strength parameters for construction and structure foundation design recommendations.
3. A findings report will be prepared which will include the following:
 - a. Site and exploration location plan
 - b. Soil test boring logs and generalized subsurface profiles

- c. Recommendations for foundation bearing for the structures and equipment
- d. Recommendations for site preparation and construction of structural compacted fills
- e. Recommendations for control of groundwater or drainage systems if necessary

2.4 *Exploratory Excavation*

McKim & Creed will coordinate with the City to identify areas for requested exploratory excavation to confirm the presence of abandoned structure foundations on the “old plant site” that may impact the construction of the proposed improvements. Exploratory excavation is assumed to be performed by the City at the locations requested by McKim & Creed. Exploratory excavation is expected to be limited to test pits no larger than 5 feet wide, 5 feet long, and 5 feet deep, each, to confirm the presence of abandoned structures below grade. Existing utilities will be located per item 2.2 above prior to any requested excavation. McKim & Creed will coordinate exploratory excavation with our geotechnical subconsultant, S&ME, to allow witnessing of the excavations to view and document subsurface geotechnical conditions. Exploratory excavations will be scheduled prior to geotechnical soil borings as described in item 2.3 above to avoid potential impacts with abandoned structure foundations. McKim & Creed makes no warranties or guarantees, express or implied, that all existing below grade utilities will be located, and McKim & Creed shall not be held liable for any damages resulting from exploratory excavation performed by the City.

2.5 *Flood Mitigation Analysis*

McKim & Creed will perform a flood mitigation analysis for the WWTF site to evaluate potential relocation of existing infrastructure onsite, elevation of existing infrastructure, or other improvements to the WWTF to improve its resiliency against flood damage. Recent flooding caused by Hurricane Helene resulted in the loss of operation of the City’s WWTF for an extended period. Recurring flooding poses a significant threat to the WWTF’s ability to maintain operations and protect water quality downstream. The intention of this analysis is to identify potential improvements that will help the WWTF continue to function during severe storms, protecting the health and safety of residents and preventing contamination of local creeks and streams. McKim & Creed will evaluate the following potential hazard mitigation improvements under this task:

1. Relocation, elevation, or protection of the WWTF’s main electrical power distribution equipment including the utility transformer, switchboards, switchgear, and emergency generator.
2. Relocation, elevation, or protection of critical electrical and controls equipment within the existing Administration Building, Influent Pump Station, Blower Building, Recycle Pump Station, and Utility Building.

3. Replacement of existing mechanical equipment and instrumentation within the Recycle Pump Station with equipment rated for submersion.
4. Construction of flood walls and/or removable flood barriers, or installation of flood doors to protect the existing Administration Building basement and Recycle Pump Station dry pit.

McKim & Creed will identify and evaluate alternatives for the potential improvements listed above. A workshop meeting will be held with the City to review the potential alternatives identified and select basis of design alternatives for the development of detailed designs. Preliminary layouts, descriptions, and cost estimates will be prepared for each alternative. Class 4 AACE engineer's opinion of probable construction costs will be prepared for each alternative. McKim & Creed will prepare a separate Flood Mitigation Preliminary Engineering Report to document the findings of the alternatives analysis and provide recommendations. A review workshop meeting will be held with the City to review the Flood Mitigation Preliminary Engineering Report and receive comments. The Flood Mitigation Preliminary Engineering Report will be finalized after the review workshop and receipt of City review comments.

It is assumed that the detailed design of any flood hazard mitigation improvements is not included in this scope of work and may be provided by McKim & Creed through the Unallocated Project Budget task with the City's written approval, or through the execution of an amendment to this Agreement.

2.6 Basis of Design Report

McKim & Creed will prepare a Basis of Design Report which will include the following tasks:

1. Develop Design Influent Loading Criteria: Review the results of the special sampling campaign performed by the City and compare the results to the historical influent monitoring data to establish design influent loading criteria and updated influent load peaking factors.
2. Determine Design Peak Hour Flows: Review and update the City's wastewater collection system model to include the latest flow projections, collection system improvements, and future planned improvements. This task is assumed to include the following:
 - a. The City's existing collection system model prepared in Innovyze InfoSewer will be converted for use and further development in Innovyze InfoWorks ICM.
 - b. McKim & Creed will update the City's collection system model to include improvements made to the collection system since the last model update, and include future planned improvements to the collection system through the planning horizon of 2045. It is assumed that the City will provide McKim & Creed with information related to any recently

- completed improvements since the last model update along with additional future planned improvements to the collection system through 2045.
- c. McKim & Creed will update the model to include the latest future flow projections through the planning horizon of 2045, which were previously developed by McKim & Creed as a part of the WWTF Biosolids Thermal Dryer project.
 - d. Using recent rainfall data and corresponding flow monitoring data at the WWTF provided by the City, McKim & Creed will validate the calibration of the model's wet weather parameters to characterize how well model simulated flows match actual flows observed in the system. The intent of this task is to confirm that the model continues to provide a reasonably accurate wet weather response for the establishment of design parameters for the WWTF expansion. If this validation step determines that the model simulated flows significantly deviate from observed flows, it is assumed that existing wet weather parameters may be adjusted to better represent current conditions at the WWTF. Note these adjustments will not evaluate upstream meters and the resulting parameters should not be used for modeling of the overall collection system. Alternatively, additional services may be provided by McKim & Creed to recalibrate the model through the execution of an amendment to this Agreement that may consider upstream flow meters to update model parameters for discrete sewer basins.
 - e. The updated collection system model will be utilized to establish design storm response hydrographs at the WWTF for the 2-year and 10-year design storms at current, 6.0 MGD design, and 2045 conditions. The results from the updated model for the 2-year and 10-year storm events at current and future conditions will be reviewed with the City. The design storm condition and design peak hourly flow rate will be established for unit process sizing and hydraulic design. It is assumed that the current design storms established in the model will continue to be used for this task.
 - f. The findings of this task will be summarized in the Basis of Design Report.
3. Condition Assessment of Existing Structures and Equipment: Conduct a condition assessment of the existing Influent Pump Station, Screening and Grit Removal, Aeration Basins, Blower Building, Secondary Clarifiers, and Tertiary Filter No. 2 to update and expand upon the condition assessments included in the WWTF Master Plan. The scope of the condition assessments will include:

- a. Review of existing structures' cast-in-place reinforced concrete slabs, walls, vertical and horizontal structural members, supporting beams, CMU walls, fascia, and other exposed structural components to identify repairs or modifications needed to ensure extended service life of the existing facilities intended to remain. The scope of this review is limited to visual or observable issues and does not include non-destructive testing or concrete coring.
 - b. Review of existing power distribution equipment to identify potential reuse of existing power distribution feeders, duct banks, and equipment, and identify modifications and improvements needed to power the new equipment and systems required for the project. Emphasis will be placed on the following:
 - i. Review of the power distribution to the existing Influent Pump Station to identify opportunities for retrofitting to serve the new Influent Screening and Influent Pump Station facilities.
 - ii. Review of the power distribution to the existing Blower Building and blower equipment to ensure power distribution feeders and equipment is adequately sized for the replacement of the existing blowers. The Blower Building will also be reviewed to identify potential mounting locations for new variable frequency drives that may be required to be mounted separately from the new blowers. Note, some blower technologies that will be considered for replacement of the existing blowers include variable frequency drives mounted within the blower enclosures.
 - c. Review of existing controls and SCADA communication systems to identify modifications necessary to accommodate new equipment, including review of the WWTF's existing fiber optic (FO) network, controls termination cabinets, instrumentation, and other associated SCADA equipment and hardware.
4. Headworks Replacement Alternatives Evaluation: Perform an evaluation of alternatives for replacement and expansion of the headworks processes including equipment alternatives and site layout alternatives. This scope of work assumes that the existing headworks will be replaced with new influent screening upstream of influent pumping including screenings washing and compaction, a new submersible influent pump station, new vortex grit removal equipment including grit washing and dewatering, an in-line diurnal flow equalization tank, and an off-line wet weather flow equalization tank. McKim & Creed will evaluate preliminary design concepts to replace the existing headworks for the increased design capacity. The preliminary design concepts will be reviewed with the City

to determine the basis of design equipment and site layout selections. The scope of the alternatives evaluation will include:

- a. Comparison of location alternatives for the proposed influent screening, influent pump station, grit removal, and flow equalization facilities. Siting alternatives will be developed to identify the location that presents minimal impacts to existing utilities and structures, provides space for future expansion, and minimizes constructability issues. It is assumed that a maximum of three (3) siting alternatives will be developed for comparison. Preliminary site layouts will be reviewed with the City for selection of the basis of design site layout.
 - b. Review of potential opportunities for retrofitting of the existing influent pump station structure to house new screening equipment, electrical gear, or other beneficial reuse to limit construction cost.
 - c. Comparison of multi-rake mechanical bar screen equipment alternatives for influent screening.
 - d. Comparison of equipment alternatives for grit removal including mechanically induced vortex grit removal equipment and stacked tray grit removal equipment.
 - e. Comparison of flow equalization tank construction methods including circular prestressed concrete tanks, cast-in-place reinforced concrete tanks, and a common-wall compartmentalized cast-in-place reinforced concrete tank.
5. Blower Building Improvements: Perform an evaluation of alternatives for replacement of the existing multi-stage centrifugal blowers with new blowers capable of meeting the design criteria for the 6.0 MGD design capacity, improved energy efficiency, improved turndown, and improved process control. Alternatives to be reviewed will include hybrid blowers, high speed turbo blowers, integrally geared turbo blowers, and pairings of multiple blower technologies as applicable. The comparison of improvement alternatives will consider the net present value of equipment life cycle capital and O&M costs, constructability, system performance and energy efficiency, equipment turndown, required building improvements, and required air header improvements.
 6. Aeration Basin Swing Zone Improvements: A new swing zone is assumed to be established in the initial diffuser zones of each aeration basin to allow continued operation with anoxic conditions at the head of each basin with sufficient mixing energy to ensure thorough mixing. McKim & Creed will evaluate design parameters for mixing requirements and determine preliminary design concepts to install mixing equipment to establish dedicated swing zones for improved operational control.

7. Mixed Liquor Distribution Box Improvements: McKim & Creed will evaluate and develop preliminary design concepts for the rehabilitation or replacement of the existing Mixed Liquor Distribution Box to provide adequate isolation of flow to each secondary clarifier. This scope of work assumes that a new Mixed Liquor Distribution Box will be required. Alternatives for rehabilitation or replacement will be developed and presented to the City for selection of the basis of design improvements.
8. Secondary Clarifier Improvements: Prepare recommendations for concrete crack and surface repairs to the existing secondary clarifier effluent launders, installation of protective coatings to the secondary clarifier effluent launders to protect against corrosion and algal growth, and installation of density current baffles in each secondary clarifier to improve clarifier performance. This scope of work assumes that the existing secondary clarifier effluent launders will require concrete repairs consisting of limited repairs to existing reinforcing, installation of epoxy modified repair mortars to rebuild effluent launders to original lines and grade, and installation of a 100% solids high-build epoxy coating within the effluent launders. This scope of work also assumes that new modular FRP density current baffles will be installed within each secondary clarifier.
9. Tertiary Filter No. 2 Replacement: Coordinate with Aqua-Aerobic Systems, Inc. to request design information and budgetary estimate for replacement of Tertiary Filter No. 2 with a new AquaDiamond cloth media filtration system matching the existing AquaDiamond Tertiary Filter No. 1. Identify sizing of a new pre-engineered metal building canopy to be constructed over the existing Tertiary Filter structure to protect the tertiary filters from algal growth. This scope of work assumes that the new PEMB canopy over the filters will include an electric driven bridge crane, weather resistant low bay lighting fixtures, and a lightning protection system to ensure ease of filter equipment maintenance.
10. Process/Equipment Alternative Site Visits: McKim & Creed will coordinate and attend site visits to other wastewater treatment facilities throughout NC, SC, VA, TN, and/or GA with the City to observe and evaluate process and equipment installations at other facilities that may be considered for the WWTF 6.0 MGD Expansion and Improvements project. It is assumed that up to three (3) separate site visits will be conducted with the City, each consisting of a single day trip including no more than 500 travel miles per trip.
11. Conduct Process/Equipment Selection Workshops: Meet with the City to review the findings of the alternatives analyses, discuss, and receive owner input on the unit process and equipment selections. It is assumed that two (2) separate process/equipment selection workshops will be attended prior to the submittal of the draft Basis of Design Report.
12. Process Design Computations: Develop process design computations for unit treatment processes.

13. Select and Size Auxiliary Equipment: Develop preliminary electrical and SCADA systems.
14. Basis of Design Report Preparation and Submittal: Prepare the Basis of Design Report including the information, findings, and recommendations developed from the tasks described above. The Basis of Design Report will be prepared in accordance with NCDEQ DWI Clean Water State Revolving Funds (CWSRF) guidelines and requirements for the preparation of an Engineering Report/Environmental Information Document (ER/EID), if applicable subject to project funding requirements. The Basis of Design Report meeting ER/EID requirements will be submitted to NCDEQ DWI for review and comments, if applicable. Comments received from NCDEQ DWI will be incorporated and a final Basis of Design Report will be prepared and submitted.
 - a. The project is assumed to qualify for a Categorical Exclusion by Review (CER) as the basis of the Environmental Information Document, as the current facility NPDES permit includes compliance requirements for the planned design flow tier of 6.0 MGD. If an EA is required, it will be prepared as additional services and the EA will be used as the EID.

2.7 30% Preliminary Design

McKim & Creed will develop the 30% Preliminary Design, which will consist of the following tasks:

1. Process Flow Diagram: Prepare a system schematic and flow diagram for the proposed WWTF Expansion and Improvements
2. Site Plan: Prepare a preliminary site plan showing the location of major treatment units, structures, and yard piping on the site.
3. Electrical: Prepare preliminary sizing, one-line diagrams and/or schematics for electrical design of the proposed equipment.
4. Preliminary Engineer's Opinion of Probable Construction Cost: Prepare a preliminary construction cost opinion using the various preliminary design documents to improve the accuracy of the initial, conceptual construction cost opinion.
5. Submit Preliminary Design Documents for Review: Compile and submit the Basis of Design Report, 30% design drawings, and cost opinion to the City for review and approval as part of the 30% stage of design completion. Technical specifications are not included as part of the 30% preliminary design submittals.
6. Conduct Workshop Meeting to Review 30% Submittal with City: Meet with the City staff to review, discuss, and receive owner input on the 30% preliminary design submittals.
7. Revise & Address City Comments on 30% Submittal: Revise the appropriate preliminary design documents (as necessary within the original scope of the

Project) to address the City's 30% design review comments. The Basis of Design Report will be finalized and included as part of the Authorization to Construct (ATC) application package to be submitted at final design.

2.8 *Summary of Preliminary Engineering Project Meetings:*

1. Project Kickoff Meeting: One (1) virtual workshop with City staff to review the project scope, schedule, critical drivers, and primary objectives.
2. Process/Equipment Selection Workshops: Two (2) virtual workshops with City staff to review process/equipment alternatives to obtain concurrence on basis of design equipment selections and process layouts. Process/equipment alternatives to be reviewed include influent screening equipment alternatives, grit removal equipment alternatives, blower technologies and sizing alternatives, aeration basin swing zone improvements, mixed liquor distribution box improvements, and secondary clarifier improvements. The basis of design selections made during these workshops will be used to identify detailed design criteria, equipment sizing requirements, and site layout requirements.
3. Preliminary Evaluations Review Workshop: One (1) in-person workshop with City staff to review the following:
 - a. Review findings of the flood mitigation analysis and identify improvements to be incorporated into the final design task.
 - b. Review findings of wet weather modeling, receive feedback from City staff, establish the design storm hydrographs for EQ tank sizing, and establish the design peak hour flow rate for preliminary treatment equipment sizing.
 - c. Review preliminary site layouts to establish the basis of design site layout. The basis of design site layout will be established based on the comments and feedback received from the City during this workshop.
4. Process/Equipment Alternatives Site Visits: Three (3) in person site visits as described in section 2.6.10 above.
5. Preliminary Design Review Workshop: One (1) in-person workshop to receive comments from City staff on the PER and 30% preliminary design submittal.

TASK 3: FINAL DESIGN

Upon receiving authorization from the City, McKim & Creed will proceed with the Final Design Phase, including the following efforts:

3.1 60%, 90%, Final - Issued for Review, and Issued For Bids

1. Prepare 60%, 90%, Final – Issued for Review, and final Issued For Bids design drawings and construction documents based on a single prime construction contract. The final design documents will generally include the following:
 - a. General
 - i. Cover
 - ii. Sheet Index
 - iii. Legends and Abbreviations
 - iv. Piping Schedule
 - v. Process Flow Diagram
 - vi. Hydraulic Profile
 - b. Civil
 - i. Overall Site Layouts and Existing Conditions
 - ii. Erosion & Sedimentation Control Plans, Phasing, and Details
 - iii. Grading & Drainage
 - iv. Yard Piping Key Sheet and Zone Plans
 - v. Yard Piping Plans & Profiles
 - vi. Details
 - c. Building
 - i. Code Data Summary
 - ii. Plans and Elevations
 - d. Structural
 - i. General Notes, Design Loads, Design Criteria, and Legends
 - ii. Plans, Sections, and Details
 - iii. Demolition/Decommissioning Plans, Sections and Details
 - e. Process Mechanical
 - i. Plans, Sections, and Details
 - ii. Demolition/Decommissioning Plans, Sections, and Details
 - f. HVAC
 - i. Schedules, Plans, and Details
 - g. Electrical
 - i. General Notes, Legends, Abbreviations, and Symbols
 - ii. Diagrams and Schedules
 - iii. Power and Grounding Plans
 - iv. Site Lighting Plans
 - v. Building Power, Grounding, and Lightning Protection Plans
 - vi. Details
 - h. Instrumentation & Controls
 - i. General Notes, Symbols, and Abbreviations
 - ii. Network Architecture
 - iii. Process & Instrumentation Diagrams
 - iv. Security Plans and Details

2. 60%, 90%, Final Design – Issued for Review – Not for Construction, and Issued For Bid Design Submittals: Prepare and submit design drawings and construction documents at completion stages for review by the City at 60%, 90%, Final Design – IFR – NFC (permit submittal), and final Issued For Bid design stages.
3. Workshop Review Meetings: McKim & Creed will conduct formal workshop review meetings with the City’s staff at the 60% and 90% design stages to provide status updates, review project submittal documents, and receive City comments on project submittal documents.
4. Prepare Opinions of Probable Cost: Updated opinions of probable cost will be prepared for the project to be submitted at the 60%, 90%, Final Design – IFR – NFC, and final Issued for Bid design submittal stages.
5. Prepare Technical Specifications: Technical specifications will be prepared for the construction contract. The documents shall include a comprehensive table of contents followed by technical specifications to be included in the Construction Documents.
6. Bidding & Contract Documents: Prepare appropriate bid and contract documents for the construction contract based on current City of Hendersonville standards and requirements.
7. Final Design – Issued for Review – Not for Construction Submittal: McKim & Creed will prepare and submit signed and sealed Final Design – IFR – NFC documents to permitting agencies based upon City review comments from the 90% design submission. These submittal documents will also be submitted to NCDEQ DWI as the “Bid and Design Package” per project funding requirements, if applicable.
8. Issued For Bid Submittal: Upon completion of the 90% submittal and responses to the City’s comments and concerns on the 90% submittal, and following the project permitting process, McKim & Creed will finalize contract documents for procurement. This task will include the following:
 - a. Incorporate permit approval conditions in contract documents
 - b. Prepare the final Engineer’s Opinion of Probable Construction Cost
 - c. Prepare recommended schedule for bidding and construction
 - d. Submit final Issued For Bid contract documents to the City

3.2 Quality Assurance and Quality Control

The Consultant will include an in-house quality assurance/quality control (QA/QC-Value Engineering Review) review with staff members not involved in the project. The QA/QC review will be entirely separate from the normal in-house reviews conducted by the project team and the City’s staff. The QA/QC review will be conducted after the 30%, 60%, and 90% design submittals and its findings presented to the design team along with comments from the City’s 30%, 60%,

and 90% design review. Prior to bid, a final QA/QC will be conducted for the Contract Documents.

TASK 4: PERMITTING

The Consultant will assist the City with submitting all permit applications required for the project. The Consultant will prepare the applications and following execution by the City of Hendersonville, will submit the applications to the appropriate agency for approval. The Consultant will address comments from the agencies and assist the City with negotiations concerning permitting issues that may arise. The cost of all application fees will be paid for by the Consultant and will be reimbursed by the City. The permits required for this project are anticipated to include the following:

4.1 NPDES Authorization to Construct

The NPDES Authorization to Construct (ATC) permit will be applied for prior to advertisement for bids. The Final Design – IFR – NFC documents will be submitted to NCDEQ Division of Water Resources NPDES permitting unit for review and approval along with the permit application and all associated documentation required. The current permit application fee is \$1,000.

4.2 NPDES Minor Permit Modification

A minor modification to the current NPDES permit will be required to modify the WWTF description prior to the completion of the expansion and improvements to reflect the new facilities. McKim & Creed will assist the City in requesting the minor permit modification prior to the completion of construction. There is currently no application fee for a minor permit modification.

4.3 Erosion & Sedimentation Control Plan

It is expected that site disturbance required for the construction of the WWTF 6.0 MGD Expansion and Improvements project will exceed one (1) acre of land area, therefore an erosion and sedimentation control plan must be prepared and submitted to the NCDEQ Asheville Regional Office Division of Energy, Mineral, and Land Resources for review and approval. McKim & Creed will prepare the erosion and sedimentation control plan, perform all calculations, assist the City in the preparation of the Financial Responsibility & Ownership Form, and submit all required documentation to NCDEQ through the NCDEQ AccessDEQ portal. McKim & Creed will also assist the City in submitting an electronic Notice of Intent (e-NOI) form to receive a Certificate of Coverage under the NCG01 permit. It is assumed that the City will pay the fees associated with the e-NOI and Annual Permit Fees.

4.4 NCDOT Encroachment Agreement

McKim & Creed will assist the City in preparing and submitting an encroachment agreement application, including detailed encroachment drawings and supporting documentation per NCDOT requirements, for utilities crossing Balfour Road (SR 1508). The design of the WWTF 6.0 MGD Expansion and Improvements project is expected to require multiple utilities crossing Balfour Road including raw sewage to and/or from new headworks and flow equalization facilities, potable water, non-potable water, and communications. It is assumed that one encroachment agreement application will be submitted to include all proposed utilities crossing Balfour Road required for the project.

4.5 City of Hendersonville Floodplain Development Permit

It is expected that a portion of the new facilities required to be constructed as part of the WWTF 6.0 MGD Expansion and Improvements project may be located and require fill within the Zone AE Special Flood Hazard Area (SFHA) per FEMA FIRM Panel 9660. Per the City of Hendersonville Flood Damage Prevention Ordinance, a Floodplain Development Permit is required for any development activities located within the SFHAs. McKim & Creed will prepare the application package for the Floodplain Development Permit and submit the application package to the City Floodplain Administrator for review and approval. It is assumed that no fill or new structures will be placed within areas designated as floodways, therefore it is assumed an engineering study is not required to determine effects of the proposed project on the flood-carrying capacity of the watercourse(s) and the effects to properties located both upstream and downstream. The current permit application fee is \$300.

4.6 City of Hendersonville Post-Construction Stormwater Permit

It is expected that a post-construction stormwater permit will be required for the project since greater than one (1) acre of site disturbance is expected. McKim & Creed will prepare and submit a Post-Construction Stormwater Management Plan per the requirements of the City of Hendersonville Stormwater Ordinance and the NCDEQ Stormwater Design Manual. During design, McKim & Creed will consult with the City Stormwater Administrator to review a concept plan for the post-construction stormwater management system to be utilized in the project. It is assumed that the concept meeting with the City Stormwater Administrator will be held virtually. McKim & Creed will prepare the materials required for the concept plan and consultation meeting as described in the City Stormwater Ordinance. Information obtained from the consultation meeting will be utilized to finalize detailed design and prepare the permit application package. The current permit application fee is \$500.

TASK 5: BIDDER PREQUALIFICATION ASSISTANCE

The Consultant will assist the City in conducting a prequalification process for potential bidders to develop a list of qualified general contractors for the project. The prequalification process will adhere to the City’s standard processes. Specific tasks include the following:

1. Assist in the preparation of an Invitation to Prequalify for Bidding advertisement for the project.
2. Provide recommendations to the City to determine criteria for projects to be considered similar in size and nature to the WWTF 6.0 MGD Expansion and Improvements Project.
3. Review the list of prequalification requirements with City staff and incorporate suggested revisions to the list that may be beneficial to the project.
4. Place formal advertisement of the prequalification package in the agreed upon advertisement media. McKim & Creed will pay for all fees associated with advertisement of the prequalification package, which will be reimbursed by the City.
5. Issue electronic prequalification documents to prospective bidders via the City's QuestCDN on-line advertisement and bidding service.
6. Schedule and conduct a virtual pre-submittal meeting, receive questions from prospective attendees, prepare and distribute minutes.
7. Respond to prospective bidder inquiries and prepare Addenda as required.
8. Receive prospective bidder submittals on specified and appropriate closing date.
9. Review prospective bidder documentation and request clarifications to determine if prospective bidder has met the requirements of the prequalification solicitation.
10. Review the list of proposed prequalified bidders with the City and make any final edits and revisions to the list of prequalified bidders. McKim & Creed will work jointly with City staff to assist in developing the prequalified bidders list; however, the City shall be responsible for the final determination of which bidders will be deemed as prequalified. Additional assistance or responses to protests from prospective contractors is not included in this scope of work and is considered an additional service. If required, additional services will be provided utilizing the Unallocated Project Budget phase upon written authorization from the City, or through the execution of an amendment to this Agreement.
11. Notify all prospective bidders of the final approved list of pre-qualified bidders.

TASK 6: SOLE SOURCE EQUIPMENT PROCUREMENT ASSISTANCE

It is assumed that the tertiary filter equipment for the replacement of Tertiary Filter No. 2 will consist of an AquaDiamond cloth media filtration system manufactured by Aqua-Aerobic Systems, Inc. to match the existing AquaDiamond Tertiary Filter No. 1. The Consultant will assist the City in the sole source procurement of the AquaDiamond tertiary filter equipment by performing the following:

6.1 Sole Source Justification Letter

The Consultant will prepare a sole source justification letter documenting the justification for non-competitive procurement per NC G.S 143-129, including the final signed and sealed Basis of Design Report and other supporting documentation as required to document the applicability of

the exemption listed in NC G.S. 143-129(e)(6)(iii), for purchases where standardization or compatibility is the overriding consideration.

6.2 City Council Agenda Item Preparation

The Consultant will assist the City in preparing the City Council Agenda Item for approval of the sole source procurement as follows:

1. The Consultant will request a firm price proposal from the Aqua-Aerobic Systems, Inc. manufacturer's representative based on the final design documents.
2. The Consultant will coordinate with the City and the manufacturer's representative to establish agreed upon purchase contract terms and conditions.

It is assumed that no other process equipment, systems, or materials will require sole source procurement. If other process equipment, systems, or materials are determined to require sole source procurement these services will be provided as additional services using the Unallocated Project Budget with prior written approval from the City, or through the execution of an amendment to this Agreement.

TASK 7: BIDDING AND AWARD PHASE

The bid documents will consist of the plans (drawings) and specifications for the WWTF 6.0 MGD Expansion and Improvements Project. The bid documents will be used by contractors to prepare bids for the work detailed on the plans and described in the specifications. The bid documents will include specifications and contractual requirements associated with pre-purchased equipment as applicable. Other tasks to be performed by the Consultant will include preparation of a final opinion of probable construction cost.

Our scope of work for Bid Phase services is premised on our understanding that McKim & Creed will be responsible for managing the bids and contracting process for one (1) single prime construction contract.

Bidding and Award Phase tasks performed by the Consultant will include:

1. Provide necessary information to the City for the preparation of the project bid advertisement.
2. Issue electronic bid documents to plan rooms and the City's QuestCDN on-line advertisement and bidding service.
3. Conduct the pre-bid conference and prepare and issue minutes.
4. Assist in answering bidders' questions concerning elements designed by McKim & Creed and prepare technical information as necessary for inclusion in addenda if required.
5. Prepare addenda as appropriate to interpret, clarify, or further define the Contract Documents. Addenda will be issued by McKim & Creed upon the City's approval.
 - a. It is assumed that up to three (3) addenda will be prepared and issued.

6. Consult with and advise the City to determine the acceptability of substitute materials and equipment proposed by bidders when substitution prior to the award of contracts is allowed by the contract documents.
7. Attend and/or conduct the bid opening.
8. Review bid packages and prepare the certified bid tabulations.
9. Provide written letter of recommendation of award to the City.
10. Assist the City in the contract award process.
11. Compile and submit the Project Bid Information package to NCDEQ DWI per project funding requirements, if applicable.
12. Prepare and issue conformed documents to incorporate addenda issued during the bidding process into the contract documents to be used by the contractor for construction.
13. Provide for three (3) sets of conformed documents for execution for the City, Engineer, and Contractor.

The Bidding and Award Phase will conclude upon the City's issuance of a notice of award to the selected construction contractor. If a re-bid is required, this effort shall be considered additional services. If required, additional services will be provided utilizing the Unallocated Project Budget phase upon written authorization from the City, or through the execution of an amendment to this Agreement.

TASK 8: UNALLOCATED PROJECT BUDGET (PHASE 1)

Task 8 is included as a contingency for unforeseen conditions or changes in the scope of work. McKim & Creed will not utilize or expend effort on Task 8 without prior written authorization from the City of Hendersonville. The City may request McKim & Creed to perform the following services upon written request if deemed necessary. The following list of services is not an all inclusive list of services that may be performed under this task.

8.1 EPA WIFIA Letter of Interest and Funding Application

If requested by the City, McKim & Creed will assist the City in applying for funding through the EPA WIFIA program. If requested, services provided under this task will follow the EPA WIFIA Program Handbook (<https://www.epa.gov/wifia/wifia-program-handbook>) and will consist of the following steps:

1. McKim & Creed will assist the City in preparing and submitting the Letter of Interest (LOI) and all associated attachments. It is assumed that the LOI will be submitted after the EPA publishes the Notice of Funding Availability (NOFA) in Fiscal Year 2024, which is expected to be released in September 2024.
2. If the project is selected by the EPA based on the WIFIA program's review of the LOI, and the City receives an Invitation to Apply, McKim & Creed will assist the

City in preparing and submitting a complete application package, including the following:

- a. Key applicant and loan information
- b. Applicant background information
- c. Financing plan
- d. Federal requirements compliance documentation
- e. Contact information
- f. Certifications
- g. Application and Credit Processing Fees
 - i. The application fee for the EPA WIFIA program is \$25,000 for projects serving communities of fewer than 25,000 people, and \$100,000 for all other applicants. The application fee can be financed by the WIFIA loan as eligible project costs. It is assumed that the City will pay the application fee directly to the EPA WIFIA program.
 - ii. The Credit Processing Fee is payable upon the execution of the loan agreement and the WIFIA program estimates these costs at between \$100,000 to \$300,000 per applicant, a portion of which may be waived at the discretion of the WIFIA program. The Credit Processing Fee can be financed by the WIFIA loan as eligible project costs. It is assumed that the City will pay the Credit Processing Fee directly to the EPA WIFIA program.

8.2 Detailed Design of Flood Mitigation Improvements

If requested by the City, McKim & Creed will prepare detailed design documentation for the basis of design flood mitigation improvements identified in Task 2, Section 2.5 – Flood Mitigation Analysis. Detailed design information for the basis of design flood mitigation improvements will be incorporated into the final design documents to be prepared under Task 3 for the construction of all improvements herein under one (1) single prime construction contract. Flood mitigation improvements to be designed under this task may include elevation, relocation, or hardening/protection of existing critical infrastructure, or replacement of existing infrastructure and/or equipment to improve resiliency against recurring flood damage.

PHASE 2 CONSTRUCTION SERVICES

TASK 9: CONSTRUCTION PHASE SERVICES

9.1 *Construction Administration*

Our scope of work for Construction Administration services assumes one (1) single prime construction contract over an agreed upon construction contract period. The construction period will be based on an agreed upon duration to reach substantial completion and an additional two (2) months to reach final completion. If the contract duration extends beyond the agreed upon construction period, or is delayed, McKim & Creed shall be entitled to adjustment of the scope and fee associated with this task. If required, additional services associated with construction administration will be provided utilizing the Unallocated Project Budget phase upon written authorization from the City.

Our construction administration services will include:

1. Conduct the pre-construction meeting on-site at the WWTF and issue meeting minutes.
2. Schedule and hold regular monthly construction progress meetings with the City and contractor. These meetings are assumed to be held on-site at the WWTF, or virtually via Microsoft Teams. Prepare and distribute construction meeting minutes to document discussions and responsibilities.
3. Receive, log, track and perform shop drawing reviews. Compare shop drawings to the plans and technical specifications, note deficiencies or compliance issues, and issue comments to the contractor within 15 business days of receipt.
4. Receive, log, track, & respond to contractor's written requests for information or clarification of the contract documents.
5. Provide clarification of requirements as indicated on the construction plans and specifications if/when questions arise during construction.
6. Receive, log, track, & respond to notifications from contractor of changes to work conditions and requests for change orders. McKim & Creed will review the contractor's requests for change orders to ensure they are complete, all supporting documentation has been provided, all calculations are correct, and the proposed changes in contract times and contract price are reasonable. McKim & Creed's review and decision for each request for change order will be documented in a written letter with all supporting documentation addressed to the City. All approved change order requests will be coordinated with the funding agency for funding eligibility determination and approval in compliance with funding agency change order requirements.
7. Review materials testing for conformance to the specifications. This scope of work assumes that the City will provide for third party construction materials testing services as required by the Contract Documents.

8. Receive, log, track, & review contractor's monthly applications for payment and make recommendations for payment.
9. Conduct site visits with City staff as often as necessary to review project status, and confirm/certify that work is progressing in accordance with the approved construction documents.
10. Coordinating with NCDEQ during construction to facilitate site inspections, answer questions, and coordinate permit compliance requirements with the Contractor.
11. Attend system startup and commissioning and provide technical guidance and assistance to the City in support of the startup and commissioning process. This task includes coordination with the City, the Contractor, and equipment manufacturers to provide operator training on new equipment.
12. Schedule and conduct the substantial completion evaluation. Prepare the Engineer's Substantial Completion Certification and substantial completion punch list and submit to the City for concurrence, and work with the Contractor to ensure outstanding work is completed.
13. Schedule and conduct the final completion evaluation. Prepare the final completion punch list and submit to the City for concurrence, and work with the Contractor to ensure work is fully complete.
14. After the Contractor has satisfactorily completed the final punch list, submitted all test results, as-built redlined drawings, O&M manuals, final application for payment, consent of surety to final payment, and release of waivers and claims, McKim & Creed will prepare the final adjusting change order and final recommendation for payment. Once the final adjusting change order is fully executed, McKim & Creed will issue the final recommendation for payment establishing the final completion of the construction contract.

9.2 Construction Observation

McKim & Creed will provide a Resident Project Representative (RPR) who is well-qualified and experienced in constructing municipal water and wastewater treatment facilities. The scope of work assumes an average of 40 hours per week for the agreed upon construction period. If the contract duration extends beyond the agreed upon construction period or is delayed, McKim & Creed shall be entitled to adjustment of the scope and fee associated with this task. If required, additional services associated with construction observation will be provided utilizing the Unallocated Project Budget phase upon written authorization from the City. McKim & Creed will provide the following services:

1. Preparation of daily reports for each day construction observation services are provided.
2. Maintain a photographic record during construction to document aspects of the construction process.

3. Document field conditions and maintain a record of the weather, Contractor's personnel on-site, Contractor's equipment on-site, and the specific work task(s) completed since the last site visit.
4. The RPR will immediately call the contractor's attention to work that is being completed that does not comply with the approved plans and specifications. Should the contractor fail to remedy the situation, then the RPR will immediately contact the Engineer.
5. The RPR shall confirm that Contractor as-built documents are continuously being kept up-to-date and being completed to the minimum standards of care.
6. The RPR shall review the Contractor's monthly pay requests to confirm that quantities are accurate and that lump sum percentages are representative of the current progress of lump sum work.
7. The RPR shall participate in monthly construction meetings and will assist the Engineer in responding to technical questions.
8. The RPR will participate in the substantial completion and final completion evaluations.

9.3 *Special Inspections & Construction Materials Testing*

McKim & Creed will provide for Special Inspections as will be required by the Henderson County Inspection Department. Construction materials testing will be performed in conformance with the Contract Documents and in general accordance with the applicable ASTM, AASHTO, and/or other industry standards, unless noted otherwise. Special Inspections will be performed in general accordance with Chapter 17 of the 2018 North Carolina Building Code. These services will include the following major Project components.

1. Soils
2. Cast-in-place concrete
3. Structural steel
4. Structural masonry

Reporting & Meetings:

1. Daily Reports: Daily Reports of the observations and tests performed will be distributed electronically to the City after review.
2. Interim Reports/Test Results: Compressive strength test reports and other laboratory results will be issued in electronic format via email, as applicable.
3. Pre-Installation Meetings: Attend pre-installation meetings which will be held for various scopes of work (concrete, steel, etc.) where requested and/or required.

TASK 10: POST-CONSTRUCTION SERVICES

Upon authorization from the OWNER, the ENGINEER shall perform the following post-construction services:

1. Record Drawings

Our effort for Record Drawing preparation services is premised on the understanding that the contractor will be responsible for continuously maintaining the red-lined "as-built" markups on the approved construction drawings. McKim & Creed will utilize the red-lined markups provided by the contractor, along with "as-built" survey information provided by the contractor in conformance with the requirements of the construction contract and permit requirements, to prepare the final Record Drawings. Record Drawings will be submitted to the City upon completion. After City review and approval, digital copies (AutoCAD and PDF format) of the Record Drawings will be delivered to the City.

2. Permit Closeout Assistance

McKim & Creed will assist the City in completing permit closeout requirements including submitting final as-built elevation certifications and record drawings to permitting agencies to satisfy permit requirements for project closeout. This effort is expected to include:

- a. Submittal of as-built information to the City of Hendersonville Floodplain Administrator per the requirements of the Floodplain Development Permit.
- b. Submittal of as-built information to the City of Hendersonville Stormwater Administrator per the requirements of the Post-Construction Stormwater Management Permit.
- c. Assist the City in coordinating a final site inspection with the NCDEQ Asheville Regional Office for the closeout of the Erosion and Sedimentation Control Plan. Upon receipt of NCDEQ's final inspection report and approval of permit closeout, McKim & Creed will assist the City in submitting the electronic Notice of Termination (e-NOT) form and Notice of Termination Certification.

3. Funding Agency Project Closeout Assistance

McKim & Creed will assist the City in compiling and submittal the required project closeout documentation to the funding agency or agencies as required prior to final reimbursement to the City by the funding agency or agencies for project related costs. This will include compiling and submitting the following documentation to the City and/or funding agency or agencies:

- a. Record drawings
- b. O&M manuals
- c. Test reports
- d. Daily reports from the RPR
- e. Approved shop drawings and submittals
- f. Warranty information (both from contractor and manufacturers of equipment)
- g. Release of Liens & Consent of Surety to Final Payment from Contractor
- h. Spare parts inventory and list
- i. Documentation of training sessions completed
- j. Release/approval from NCDOT
- k. Contact NCDEQ Asheville Regional Office to inform them of facility startup
- l. Davis-Bacon certified payrolls, complete (if applicable)
- m. AIS manufacturers' certifications, complete (if applicable)
- n. Final adjusting change order
- o. Funding agency's or agencies' project closeout checklist
- p. Owner's Certification of Completion Form
- q. Engineer's Certification of Completion Form
- r. Fiscal Sustainability Plan (if applicable)

4. Warranty Period Assistance

McKim & Creed will assist the City with operational and warranty assistance on a time and materials basis as may be needed. Generally, the services will be as follows:

- a. Provide for a mid-year warranty inspection with the City and the contractor to develop a warranty punch list and then review the completed work of the contractor to verify items have been corrected.
- b. Provide for final warranty inspection with the City and the contractor at 11 months after substantial certification to develop a warranty punch list and then review the completed work of the contractor to verify items have been corrected.
- c. Provide process support assistance and associated administrative support to assist with operational questions and optimization of the plant process.

TASK 11: UNALLOCATED PROJECT BUDGET (PHASE 2)

Task 11 is included as a contingency for unforeseen conditions or changes in the scope of work. McKim & Creed will not utilize or expend effort on Task 11 without prior written authorization from the City of Hendersonville.

III. COMPENSATION

McKim & Creed will perform the services outlined in this Exhibit A as indicated below. Services will be billed monthly on a percentage-completed basis.

Item	Fee	Fee Type
PHASE 1 – Design and Bid Services		
Task 1: Funding Assistance	\$82,250.00	Fixed Fee
Task 2: Preliminary Engineering	\$709,650.00	Fixed Fee
Task 3: Final Design	\$1,222,200.00	Fixed Fee
Task 4: Permitting	\$86,000.00	Fixed Fee
Task 5: Bidder Prequalification Assistance	\$17,600.00	Fixed Fee
Task 6: Sole Source Equipment Procurement Assistance	\$5,700.00	Fixed Fee
Task 7: Bidding and Award Phase	\$92,700.00	Fixed Fee
Task 8: Unallocated Project Budget (Phase 1)	\$150,000.00	Allowance
Total Estimated Fee (PHASE 1 ONLY)	\$2,366,100.00	
PHASE 2 – Construction Services		
Task 9: Construction Phase Services	TBD	
Task 10: Post-Construction Services	TBD	
Task 11: Unallocated Project Budget (Phase 2)	TBD	
Total Estimated Fee (PHASE 2 ONLY)	TBD	

TBD = To be determined and provided for in a future amendment for Phase 2 services

IV. ANTICIPATED PROJECT SCHEDULE

The following is the estimated schedule for the scope outlined above:

Task	Anticipated Start Date	Anticipated Completion Date	Approximate Duration	Remarks
PHASE 1				
Notice to Proceed	March 2025	N/A	N/A	
BODR and 30% Design Submittal	March 2025	June 2025	3 months	BODR and 30% Design Concurrent
City Review and 30% Review Workshop	June 2025	July 2025	15 days	
60% Design Submittal	July 2025	October 2025	3 months	Submit preliminary plans to post-construction stormwater and floodplain development for preliminary review
City Review and 60% Review Workshop	October 2025	October 2025	15 days	
90% Design Submittal/Submit Permit Applications	October 2025	January 2026	3 months	
City Review and 90% Review Workshop	January 2026	February 2026	15 days	
Final Design – Issued for Review Submittal	February 2026	March 2026	1 month	Submit ATC, DWI Bid & Design Package, E&SC, Post-Construction Stormwater, and Floodplain Development Permits
Receive Permits	March 2026	May 2026	2 months	Expected approval timeline, subject to change
Bid Documents Submittal	May 2026	May 2026	1 month	Advertise for bids upon submittal
Advertise/Open Bids	May 2026	July 2026	2 months	
Evaluate Bids, Issue Notice of Award, and Contract Execution	July 2026	October 2026	3 months	Resolution of Tentative Award, DWI Bid Information Submittal, Authority to Award, Notice of Award, and Contract Execution
PHASE 2				
Construction NTP	TBD	TBD	TBD	

Construction Substantially Complete/Equipment Start-up	TBD	TBD	TBD	
Construction Final Completion	TBD	TBD	2 months	
Record Drawings Submittal	TBD	TBD	2 months	
Warranty Period Complete	TBD	TBD	1 year	1 year from Substantial Completion

Note: The schedule provided is approximate and may vary depending on City review, regulatory approval, equipment and material lead times, and unforeseen conditions.

V. ADDITIONAL SERVICES

If authorized in writing by the City, McKim & Creed shall furnish or obtain from others Additional Services of the types listed below. If required, additional services will be provided utilizing the Unallocated Project Budget phase upon written authorization from the City or through the execution of an amendment to this Agreement.

1. Expert witness or technical support concerning property surveying or engineering matters for which the Engineer has no direct liability.
2. Assistance with protests by prospective bidders associated with the City’s prequalification process.
3. Easement mapping or easement surveys.
4. Providing for additional soil borings or geotechnical analyses beyond the identified scope of work.
5. Providing for detailed investigations and/or surveys for archeological sites, protected/threatened/endangered species of shellfish, fish, wildlife, and natural vegetation.
6. Providing for determining, evaluating, and assistance with contaminated soils for the project area.
7. Providing assistance for wetland mitigation.
8. Providing for assistance with easement acquisitions.
9. Preparing for, coordinating with, participating in and responding to structured independent review processes for construction management, cost estimating, value engineering and constructability reviews requested by the City and performing or furnishing services required to revise studies, reports, drawings, specifications, or other bidding documents as a result of such review processes.
10. Providing for any re-designs requested by the City after final design drawings have been approved.

11. Boundary or easement surveys for the wastewater treatment facility site.
12. Construction survey and staking.
13. Preparing for multi-prime contracts and bidding.
14. Development of design or bid documents to comply with alternate funding agencies or other funding mechanisms.
15. Engineer-led operator training on equipment, processes, or other miscellaneous training related to the existing or proposed facilities.
16. Assistance in connection with Bid protest, re-bidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing to serve or serving as a consultant or witness for the City in any litigation, arbitration or other dispute resolution process related to the project.
18. Other services performed or furnished by McKim & Creed not otherwise provided for in this Agreement. These services are to be identified as additional services for City approval prior to McKim & Creed performing the service.

VI. OWNER'S RESPONSIBILITIES

The following items shall be the responsibility of the City:

1. Provide McKim & Creed with all criteria and full information as to the City's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which the City will require to be included in the Drawings and Specifications; and furnish copies of the City's standard forms, conditions and related documents for McKim & Creed to include in the Bidding Documents, when applicable.
2. The timely provision of all available information, data, reports, records, and maps to which the City has access and which are needed by McKim & Creed for the performance of the services provided herein.
3. Providing assistance and cooperation for McKim & Creed in obtaining any other needed material which the City does not have in its possession.
4. Making available the services of the City as may be necessary to obtain information as needed to perform the work program set forth in the Scope of Services.
5. The designation of a single representative who will be authorized to make necessary decisions required on behalf of the City and will serve to provide the necessary direction and coordination for the project.

6. Advise McKim & Creed of the identity and scope of services of any independent consultants employed by the City to perform or furnish services in regard to the project, including, but not limited to, cost estimating, project peer review, value engineering and constructability review.
7. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and warranty reviews.

VII. MISCELLANEOUS PROVISIONS

1. Opinion of Probable Construction Costs: Engineer's opinions of probable construction costs are based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. The Engineer cannot and does not guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the project may affect estimates. The City waives and releases McKim & Creed from any loss, liability, or claim arising out of or in any way related to the Engineer's opinion of probable construction costs.
2. Fixed fee tasks are predicated on the Project proceeding in accordance with the indicated schedule. Should delays or suspension of activity in excess of ninety (90) days occur, the remaining fee balances will be subject to an equitable adjustment equivalent to the increase in the ENR Construction Cost Index over the period corresponding to the suspension of activity.

END OF EXHIBIT A

CITY COUNCIL:
BARBARA G. VOLK
Mayor
DR. JENNIFER HENSLEY
Mayor Pro Tem
LYNDESE SIMPSON
MELINDA LOWRANCE
MARGINA M. BAXTER



Section 9, Item A.

JOHN F. CONNET
City Manager
ANGELA S. BEEKER
City Attorney
JILL MURRAY
City Clerk

To: Honorable Mayor and Members of the City Council
From: Jill Murray, City Clerk
Subject: Board and Committee Vacancies for Consideration
(Board of Adjustment, Business Advisory Committee, Environmental Sustainability Board, Historic Preservation Committee & Tree Board)
Meeting Date: March 6, 2025

Honorable Mayor and Members of City Council:

Attached is information and applications regarding vacancies on the following boards.

A. Board of Adjustment

TERMS:

10 regular members and 2 alternates

7 members and 1 alternate from the City of Hendersonville

3 members and 1 alternate from the ETJ

3 city resident vacancies, 2 regular and 1 alternate

The additional vacancy was created as follows:

- Kathy Watkins gave her resignation as she moved out of the city.

We received the following eligible applications:

1. Kyle Gilgis - city resident; term would expire 06/2026 (She is also on the Planning Board as of 7/2024)
2. Brett Werner – city resident; term would expire 06/2026
3. Steven Collins – city resident; term would expire 06/2026

B. Business Advisory Committee

TERMS:

9 Members; 6 Appointed by City Council; 1 by Chamber of Commerce; 1 by HC Board of Commissioners; 1 by Partnership of Economic Development

3 city resident vacancies

The vacancies were created as follows:

- Cam Boyd – Passed Away
- Jay Egolf – Became a County Commissioner
- John Stevens – Health Issues

We received the following eligible applications.

1. Andrea Martin - Meliora House of Design (Hendersonville)
2. Tiffany Lucey – Lucey Agency (Hendersonville)
3. Michael Gilligan -The Henderson & Harvey’s @ The Henderson (Hendersonville)
4. Janet Casperson Kargar -@ home bakery (Flat Rock)
5. Josh Williams – J Williams Financial Services (Hendersonville) He is also on the DEI Committee.
6. Daniel Harrington – Brew Ridge Deli and Reflections Granite & Marble (Hendersonville)
7. Sandra Harmsworth – ETJ (owned a preschool in Charleston)

C. Environmental Sustainability Board

TERMS:

5 Residents of the City of Hendersonville

3 At-Large Members

1 At-Large member that is an environmental professional

1 City Council liaison (non-voting)

3 city resident vacancies; 1 At-Large

The vacancies were created as follows:

- Scott Harmon was recently appointed but is also on the Tree Board and wishes to only serve on that board.
- Tanya Guzman was recently appointed and has recently taken on a new opportunity
- Vacant for a while
- Frank Stewart resigned unexpectedly.

We received the following qualified applications:

1. Jesse Bailey – (city resident); term would expire 06/2026 or 06/2027
2. Judith Moolten – (city resident); term would expire 06/2026 or 06/2027
3. Alicia Stump – (city resident); term would expire 06/2026 or 06/2027
1. Fiona McColley – (ETJ); term would expire 06/2026 or 06/2027
2. Bryce Kinsey (ETJ); term would expire 06/2026 or 06/2027

Student Member Seat:

We have received one application for this seat:

1. Kyla Christensen – Henderson County resident (see application)

D. Historic Preservation Committee**TERMS:**

9 Members that shall be residents of the territory subject to the zoning jurisdiction of the city and a majority of the members shall have demonstrated special interest, experience or education in history, architecture, archaeology, or related fields.

2 city resident vacancies

These two spots have been vacant for several months:

- Crystal McCauley passed away in June, 2024
- Xana Peltola resigned January, 2024

We received the following eligible applications:

1. James Brewer (City); If appointed, his term will expire in 12/2025 or 12/2026.
2. Susan Kim Nelson (ETJ). If appointed, her term will expire in 12/2025 or 12/2026.
3. Stan Smith - If appointed, his term will expire in 12/2025 or 12/2026.
4. Lauren Matoian - If appointed, her term will expire in 12/2025 or 12/2026.

E. Tree Board**TERMS:**

7 Members total

4 Members (at least) of the City of Hendersonville

1 At-Large vacancy

The vacancy was created as follows:

Mark Madsen no longer wants to be on the Board (At-Large)

We received the following eligible applications:

1. Shawna McColley – ETJ – if appointed, she will fill the unexpired term of Mark Madsen which will expire 12/2027.
2. Ariel Williams – (city resident); if appointed, she will fill the unexpired term of Mark Madsen which will expire 12/2027
3. Ed Skvarch – (Dana resident); if appointed, he will fill the unexpired term of Mark Madsen which will expire 12/2027.
4. Sarah Hoffman (city resident); if appointed, she will fill the unexpired term of Mark Madsen which will expire 12/2027.
5. Luke Costlow, Laurel Park; if appointed, he will fill the unexpired term of Mark Madsen which will expire 12/2027.
6. Clarence Oakman, ETJ; if appointed, he will fill the unexpired term of Mark Madsen which will expire 12/2027.
7. Randy Coy, ETJ; if appointed, he will fill the unexpired term of Mark Madsen which will expire 12/2027.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd

MEETING DATE: 03/06/2025

AGENDA SECTION: City Manager Report

DEPARTMENT: Administration

TITLE OF ITEM: February 2025 Contingency and Adjustment Report – *John Connet, City Manager*

SUGGESTED MOTION(S):

N/A – Presentation Only.

SUMMARY:

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

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

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

BUDGET IMPACT: Detailed Above

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

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

ATTACHMENTS:

Contingency and Adjustment Report

FISCAL YEAR 2024 - 2025 (FY25) BUDGET AMENDMENTS AND ADJUSTMENTS					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	Completed	Corrected	REVISED BUDGET
			Proposed	Denied	
060-7032-524010	R&M Buildings	50,000	-	4,000	46,000
060-7032-521100	Uniforms	3,000	4,000	-	7,000
010-1400-534000	Non-Capital Equipment	107,900	-	10,000	97,900
010-1010-534000	Non-Capital Equipment	94,601	10,000	-	104,601
010-1555-521040	Construction Repair and Supplies	125,000	-	13,100	111,900
010-1555-519200	Contracted Services	19,000	13,100	-	32,100

DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER
Chad request	yes	Adjustment	2/5/2025
Chad request	yes	Adjustment	2/5/2025
FD Laptops	yes	Adjustment	2/6/2025
FD Laptops	yes	Adjustment	2/6/2025
Guardrails	yes	Adjustment	2/6/2025
Guardrails	yes	Adjustment	2/6/2025



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

SUBMITTER: John Connet **MEETING DATE:** 03/06/2025
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) (3) and (6) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes, to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to consider Lake vs. City of Hendersonville, Hendersonville Superior Court Case 24 CVS 562 and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee.

SUMMARY:

City staff is requesting a closed session to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States, or not considered a public record within the meaning of Chapter 132 of the General Statutes and to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body and to consider Lake vs. City of Hendersonville, Hendersonville Superior Court Case 24 CVS 562 and to consider the qualifications, competence, performance, character, fitness of an individual public officer or employee.

BUDGET IMPACT: \$ TBD

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

If no, describe how it will be funded. NA

ATTACHMENTS:

None