Agenda

City of Hendersonville City Council

Regular Session Meeting | January 7, 2021 – 5:45 p.m.

City Hall – Council Chambers 2nd Floor | 160 Sixth Ave. E. | Hendersonville NC 28792

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.*

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**
      i. November 18, 2020, Special Call
      ii. December 3, 2020, Regular Session

   B. **Annual City Council Meeting Schedule Ratification -** *Presenter: John F. Connet, City Manager*

   C. **Tax Releases, Discoveries and Refunds -** *Presenter: Jennifer Musselwhite, Revenue Supervisor*

   D. **Budget Amendments -** *Presenter: Adam Murr, Budget Analyst*

   E. **City of Hendersonville COVID-19 Relief Policy -** *Presenter: Jennifer Harrell, HR Director*

   F. **City of Hendersonville COVID-19 Test Policy Revision -** *Presenter: Jennifer Harrell, HR Director*

   G. **Resolution Extending City Manager Street Closure Authority COVID-19 –***Presenter: Jamie Carpenter, Downtown Manager*

   H. **Grant Project Ordinance for Golden LEAF Water & Sewer Project -** *Presenter: Adam Murr, Budget Analyst*

   I. **NCDOT Highland Lake Sidewalk Agreement -** *Presenter: Brent Detwiler, Utilities Engineer*

   J. **FBR Intake Project Engineering Agreement Amendment #5 -** *Presenter: Brent Detwiler, Utilities Engineer*

   K. **Garrison Lane Site Improvements (Golden Leaf) -** *Presenter: Brent Detwiler, Utilities Engineer*

   L. **Designation of Voting Delegate-NCLM -** *Presenter: John F. Connet, City Manager*

M. **Resolution Adopting Rules Implementing Mediated Settlement Conferences in City of Hendersonville Construction Projects -** *Presenter: Angela S. Beeker, City Attorney*

N. **Resolution in Support of the NC DOT Commercial Boulevard Extension -** *Presenter: John F. Connet, City Manager*

O. **Resolution Exempting Garrison Site Water & Sewer Engineering NC GS. 143-64.31-** *Presenter: Brent Detwiler, Utilities Engineer*

P. **Resolution of Acceptance of Final Offer to Purchase -Hoard-Plat Slide 4094, PIN # 9589271459 -** *Presenter: Angela S. Beeker, City Attorney*

Q. **Utility Billing Policy Update – Leak Adjustments-** *Presenter: Jennifer Musselwhite, Revenue Supervisor*

6. PRESENTATIONS- NONE

7. PUBLIC HEARINGS

The following public hearings will be rescheduled for February 4, 2021 City Council Meeting.

A. **Conditional Zoning District – The Cedars- Application for a conditional rezoning from the Tamara Peacock Company and Tom Shipman. The applicant is requesting to rezone the subject properties, PIN 9568-79-0293, 9568-79-2254, 9568-79-3224 and 9568-79-0388 and located at 227 7th Avenue West, from CMU, Central Mixed Use to CMU CZD, Central Mixed Use Conditional Zoning District for the construction of 132 condo/hotel suites, conference center and 2 restaurants. P20-09-CZD**

B. **Conditional Zoning District – Carleton Collins Architecture, PLLC - Application for a conditional rezoning from Carleton Collins Architecture, PLLC. The applicant is requesting to rezone the subject property, PIN 9569-60-1341 and 9569-60-1454 and located at 903 & 919 Fleming Street, from MIC, Medical, Institutional and Cultural District to MIC CZD, Medical, Institutional and Cultural Conditional Zoning District for the construction of a three-story, 13,536 sq. ft. medical office building. P20-41-CZD**

8. UNFINISHED BUSINESS - NONE

9. NEW BUSINESS

A. **Hands On Children's Museum Partnership Proposal** - *Presenter: Joseph Knight, Executive Director*

B. **Hendo Half-Marathon -** *Presenter: Council Member Hensley/City Manager Connet*

C. **Hendersonville Kiwanis 100th Anniversary Legacy Project Presentation -** *Presenter: Kiwanis Club*

D. **Gun Safety Program -** *Presenter: John Connet, City Manager/ HPD*

E. **Presentation Expanded Outdoor Dining Structures-Pilot Project -** *Presenter: Jamie Carpenter, Downtown Manager*

F. **Resolution to Purchase Property located at 622 Pace Street Request -** *Presenter: John Connet, City Manager*

10. APPOINTMENTS TO BOARDS/COMMISSIONS/COMMITTEES

A. **Board of Adjustment**

B. **Downtown Mainstreet Advisory Committee**

C. **Historic Preservation Commission**

D. **Planning Board**

E. **Seventh Avenue Advisory Committee**

F. **Tree Board**

G. **Walk of Fame Steering Committee**

H. **Water Sewer Advisory Council**

I. **FBRMPO TCC**

11. CITY COUNCIL COMMENTS

12. CITY MANAGER REPORT - *John F. Connet, City Manager*

13. ADJOURN

MINUTES

November 18, 2020

SPECIAL CALL MEETING OF THE CITY COUNCIL

ASSEMBLY ROOM – OPERATIONS CENTER | 305 WILLIAMS ST. 5:30 p.m.

Present: Mayor Barbara G. Volk, Mayor Pro Tem Jerry Smith, Council Members: Jeff Miller, Dr. Jennifer Hensley, and Lyndsey Simpson

Staff Present: City Manager John F. Connet, City Attorney Angela Beeker, Assistant City Manager Brian Pahle, City Clerk Angela Reece, Communications Manager Allison Nock, Interim Chief of Police Bill Hollingsed

1. Call to Order

Mayor Volk called the meeting to order at 5:30 p.m. and welcomed those in attendance. A quorum was established with five members in attendance.

2. PARTF Grant Award

City Engineer, Brent Detwiler stated the City was recently awarded a $376,000 NC Parks and Recreation Trust Fund (PARTF) Grant for design and construction of the Clear Creek Greenway. Mr. Detwiler recalled previous grant awards of $150,000 from the NC Division of Environmental Quality (NCDEQ) and $1.686M through the Surface Transportation Block Grant (STBG) program also being awarded for this project.

City Council Member Jeff Miller moved that City Council resolve to approve the NC Parks and Recreation Trust Fund (PARTF) Clear Creek Greenway Project Agreement as presented and to authorize the Mayor to execute said agreement. A unanimous vote of the Council followed. Motion carried.

3. Public Hearing – pursuant to North Carolina General Statute § 158-7.1:

A. To Consider Granting Economic Development Incentives to Project Wheel

B. To Consider Interlocal Agreement and Three-Party Agreement to provide Loan Funds for the Purchase and Development of an Industrial Park for Economic Development

C. To Consider Extension of Water and Sewer Infrastructure to Serve Industrial Park for Economic Development

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City Attorney, Angela S. Beeker stated this public hearing consists of three parts, consideration of granting economic development incentives to Project Wheel, consideration of an Interlocal Agreement and Three-Party Agreement to provide loan funds for the purchase and development of an industrial park for economic development; and to consider extension of water and sewer infrastructure to serve the proposed industrial park for economic development.

Assistant City manager Brian Pahle demonstrated to City Council the potential benefits to the City by illustrating the impacts that Project Wheel would have on the cost of service value per acre for commercial land use in the City. Assistant Manager Pahle stated if Project Wheel comes to fruition the cost of service for the parcel will be substantially outweighed by the parcel value and concurrent revenues of the project . The project will be the largest taxable assessed parcel in the City, if completed, and it will generate an equivalent of $56M in value. Assistant Manager Pahle stated the return to the City over the 12-year period is $1.3M and $3M at total build out, with incentives.

Britany Brady, President and CEO of the Partnership for Economic Development addressed City Council. Ms. Brady stated Project Wheel is a public company, focused on precision injection molded components that are subsequently assembled via high speed automated assembly lines and shipped to customers for final labeling and distribution in the healthcare industry. Ms. Brady said the company has global locations as well as locations in North Carolina. In order to accommodate growth in the market, the company is considering building a new facility to serve their existing markets. Ms. Brady stated the project is considering sites in North Carolina, South Carolina, Tennessee, and Mexico and in southern

Henderson County. She stated the Company would construct an approximate 150,000 SF building with the potential for future expansion on an approximate 18-acre site.

Ms. Brady stated the projected investment is $17M real property and $21M in business personal property, totaling $38M over five-year period. Ms. Brady discussed projected employment stating the Company would create 150 jobs over 5 years with an average annual wage of $39,867, which exceeds the County average across all sectors. Ms. Brady stated based on a 7-year straight line depreciation of business personal property the City of Hendersonville incentives over 7 years comes to $857,500 with $11,760.00 based on year 1 investment.

City Attorney Angela S. Beeker discussed the commitments by Project Wheel stating they would be required to invest $17M in real property, $21M in personal property to occur over a 5-year period which is scheduled to begin in 2021. Each year's investment must be retained once made by the company. Attorney Beeker clarified the property would be annexed into the City of Hendersonville upon approval and stated the tax revenues would be utilized to fund incentive payments. Attorney Beeker discussed the City of Hendersonville contract obligations, stating incentive payments will be made at 80% of property taxes paid for a 7-year period and said there will be a total of 11 years' worth of payments to begin in 2021 ending in 2032 with a maximum payout of $857,500. Attorney Beeker also clarified conditions precedent to payments stating that Project Wheel must meet all other requirements for each of the 11 years period to receive payment in that year including any new investment and job creation requirements, and retention of all jobs and previous investments, less depreciation. Attorney Beeker stated the City would also commit to extension of water and sewer infrastructure to the site at a total anticipated cost of $796,000. Attorney Beeker said The Partnership for Economic Development has assisted the City in applying for a GoldenLeaf Grant which, if awarded, would cover $556,000 for the water infrastructure and leaving $240,000 to come from the City's Water and Sewer Fund. Attorney Beeker advised City Council members if the grant did not come to fruition then the total cost for water and sewer infrastructure would come from the City's Water and Sewer Fund.

Attorney Beeker discussed the Three-Party Agreement between the Developer, Project Wheel Company, and The City of Hendersonville stating all of the terms will be memorialized within the proposed agreement.

Will Buie, P.E. of WGLA Engineering discussed the proposed Industrial Park site stating the subject parcel is located off of Upward Rd. along Commercial Blvd. at the intersection of I-26. Mr. Buie stated the site is +/-41 acres and said Project Wheel would utilize approximately 18 acres allowing the remainder to be developed by the Economic Investment Fund of Henderson County, Inc. having a potential for two more sites within the Industrial Park. Mr. Buie stated the site would have secondary access from Crest Road and Commercial Blvd. Mr. Buie stated the entire property could yield approximately $70M in tax value

Attorney Beeker discussed the terms of the Interlocal and Three Party Agreements stating the City of Hendersonville and Henderson County would each loan a net amount of approximately $470,000 to the Henderson County Economic Investment Fund, Inc. to purchase the site and said both will retain a joint first lien deed on the on the balance of the property. Attorney Beeker said then the Economic Investment Fund (EIF) will market the remaining 2 parcels to industrial prospects that will benefit the City by providing additional tax base and jobs for City residents. She said the sales proceeds will be used to payoff the loan to the City and County. Attorney Beeker confirmed the EIF will impose restrictive covenants on the Park Property to ensure the industrial use, consistent with the City and County zoning and said that the City of Hendersonville will extend water and sewer to benefit the entire Park. City Manager John Connet clarified the agreement contained a comprehensive set of guidelines that will suffice for both jurisdictions.

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

No written comments were received.

Mayor Barbara G. Volk opened the public hearing at 5:37 p.m.

Ken Fitch of 1046 Patton Street addressed City Council stating the project is good news and will significantly contribute to the tax base and provide local job opportunities. Mr. Fitch stated the partnership with the County is also beneficial and said he hopes it will continue.

The public hearing was closed at 6:02 p.m.

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City Council Member Jerry Smith moved that City Council adopt the resolution to approve an Interlocal Agreement and a Three-Party Agreement to provide for a loan to the Henderson County Economic Investment Fund, Inc. for the purchase of land for an industrial park. A unanimous vote of the Council followed. Motion carried.

City Council Member Jeff Miller moved that City Council adopt the resolution to approve Economic Development Incentives and to authorize the City Manager to execute the agreement with the company. A unanimous vote of the Council followed. Motion carried.

Chip Gould, Chairman of EIF, addressed City Council stating this purchase is a result of the public-private partnership efforts that have been ongoing since 2016. He said due to the topography in Henderson County, we have to work harder and smarter to gain traction with industrial sites and said the EIF is excited that the County and City are working together to develop an industrial park that will create quality jobs.

4. CLOSED SESSION – pursuant to North Carolina General Statute § 143-318.11(a)(5)

At 6:09 p.m. City Council Member Lyndsey Simpson moved that City Council enter into closed session as provided in North Carolina General Statute § 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract. A unanimous vote of the Council followed. Motion carried.

Council Member Jeff Miller moved that City Council return to Open Session 6:50 p.m. A unanimous vote of the Council followed. Motion carried.

Being no further discussion, the meeting adjourned at 6:50 p.m. upon unanimous assent of the Council.

_____
Barbara G. Volk, Mayor

ATTEST:

_____
Angela L. Reece, City Clerk

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MINUTES

December 3, 2020

REGULAR MEETING OF THE CITY COUNCIL

ASSEMBLY ROOM – OPERATIONS CENTER | 305 WILLIAMS ST. 5:48 p.m.

Present: Mayor Barbara G. Volk, Mayor Pro Tem Jerry Smith, and Council Members: Jeff Miller, Dr. Jennifer Hensley, and Lyndsey Simpson

Staff Present: City Manager John F. Connet, City Attorney Angela Beeker, Assistant City Manager Brian Pahle, City Clerk Angela Reece, Communications Manager Allison Nock, Interim Police Chief Bill Hollingsed, Community Development Director Lew Holloway, Planner Tyler Morrow, Utilities Director Lee Smith; and Utilities Engineer, Adam Steurer

1. Call to Order

Mayor Volk called the meeting to order at 5:48 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.*

Indián Jackson of 11 Mountain Rd. addressed City Council stating she appreciates anyone who is willing to take Diversity and Inclusion Training stating she feels systemic racism is affecting everyone locally and asked City Council Members to consider approving a Diversity and Inclusion position.

4. Consideration of Agenda

Council Member Jerry Smith requested to REMOVE Item 9E, Hands On Children's Museum Request for Assistance.

Council Member Jeff Miller moved to amend and approve the agenda removing Item 9E, Hands On Children's Museum Request for Assistance. A unanimous vote of the Council followed. Motion carried.

5. Consent Agenda

A. Adoption of City Council Minutes
i. November 5, 2020, Regular Session

B. Annual City Council Meeting Schedule - *Presenter: John F. Connet, City Manager*

C. Public Comment Policy Ratification - *Presenter: John F. Connet, City Manager*

D. Tax Releases, Discoveries and Refunds - *Presenter: Jennifer Musselwhite, Revenue Supervisor*

E. City of Hendersonville Uniform Guidance Gifts and Favors Policy - *Presenter: Angela S. Beeker, City Attorney*

F. City of Hendersonville Uniform Guidance Procurement Policy - *Presenter: Angela S. Beeker, City Attorney*

G. Justification for the Sole Source Purchase of Hapco Utility Poles & GE Lights for 7th Avenue Streetscape Project - *Presenter: Brent Detwiler, City Engineer*

H. Justification for the Sole Source Purchase of Neenah Tree Grates for 7th Avenue Streetscape Project - *Presenter: Brent Detwiler, City Engineer*

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I. Ordinance Adding Civil Penalties to General Penalties Section- *Presenter: Angela S. Beeker, City Attorney*

Ordinance #20-0589

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO ALLOW FOR CIVIL PENALTIES AS AN OPTION WHEN NO SPECIFIC PENALTIES ARE PROVIDED

WHEREAS, Section 1-6 of the Code of Ordinances, City of Hendersonville, North Carolina, "General Penalty for violation of Code; ;continuing violations, providing injunction relief" provides a general penalty for violation of the Code whenever there is no specific penalty stated for a violation of a provision of the Code; and

WHEREAS, the penalties provided in Section 1-6 include criminal penalties or injunctive relief for a violation of the Code; and

WHEREAS, the City Council desires to add a civil penalty as an optional penalty for a violation of the Code where there is no specific penalty state;

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

1: SECTION 1-6 OF THE CODE OF ORDINANCES, CITY OF HENDERSONVILLE, NORTH CAROLINA IS AMENDED TO READ AS FOLLOWS:

Sec. 1-6. – General penalty for violation of Code; continuing violations, criminal and injunctive relief; civil penalties

Whenever in this Code or in any ordinance of the city any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor or whenever in such Code or ordinance the doing of any act is required or the failure to do such act is declared to be unlawful, where no specific penalty is provided therefor, the violation of any such provision shall subject the offender to one or more of the following:

(a) A Class 3 misdemeanor, punishable ~~shall be punished~~ by a fine not exceeding $500.00 or by imprisonment for a term not exceeding 30 days; or

(b) A civil penalty in the amount of $50.00 per violation to be recovered by the City in a civil action in the nature of debt if the offender does not pay the penalty within forty-five (45) days after the citation for violation of the ordinance or this Code.

Each day that any violation of this Code or of any ordinance shall continue shall constitute a separate offense. The ordinances contained in this Code and other ordinances of the City may be enforced by appropriate equitable remedies issuing from a court of competent jurisdiction.

A violation of this Code or of any ordinance may be enforced through a combination of one or more of the enforcement methods provided in this Section 1-6.

2: THIS ORDINANCE SHALL BE EFFECTIVE UPON ADOPTION.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of December 2020.

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

Council Member Jeff Miller moved to approve the items on the consent agenda as presented. A unanimous vote of the Council followed. Motion carried.

6. Presentations

A. Diversity and Inclusion Position Presentation - *Presenter: Wendy Navarez*

Wendy Navarez, MPA candidate Western Carolina University, presented information to City Council regarding diversity in the City of Hendersonville. Ms. Navarez stated her research indicated a decrease in the African American population in most of the City in the last twenty years while the Hispanic/Latino population is increasing. Ms. Navarez recommended a hybrid position which includes human resources duties as outlined in the graphic below.

Council Member Dr. Jennifer Hensley discussed considerations of the rate of pay commensurate with qualifications required of an HR position. Council Member Jeff Miller stated he would like to see input from the Diversity Committee on this position. City Manager John Connet stated staff are working to formalize a proposed job description and duties as it relates to the pay and classification plan and advised he will present this to Council for further consideration at their January meeting.

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7. Public Hearings

A. Annexation - Landings of Flat Rock- Petition by Agemark Acquisition, LLC, Peggy C. Cabe, Enno F. Camenzind, Joan C. Fleming, Paula Camenzind Carter, And Robert O. Camenzind, for satellite annexation of 8.449 acres identified as PIN # 9588-12-7382 located on S. Allen Road

Tyler Morrow, Planner I addressed City Council stating the City of Hendersonville has received a petition from Peggy C. Cabe, Enno F. Camenzind, Joan C. Fleming, Paula Camenzind Carter, Robert O. Camenzind for satellite annexation of a portion of PIN 9588-12-7382 located on S. Allen Road that is approximately 8.449 acres and recalled City Council accepting the Clerk's Certificate of sufficiency at their November 5th, 2020 meeting. The City Clerk confirmed this hearing has been advertised in accordance with North Carolina General Statutes.

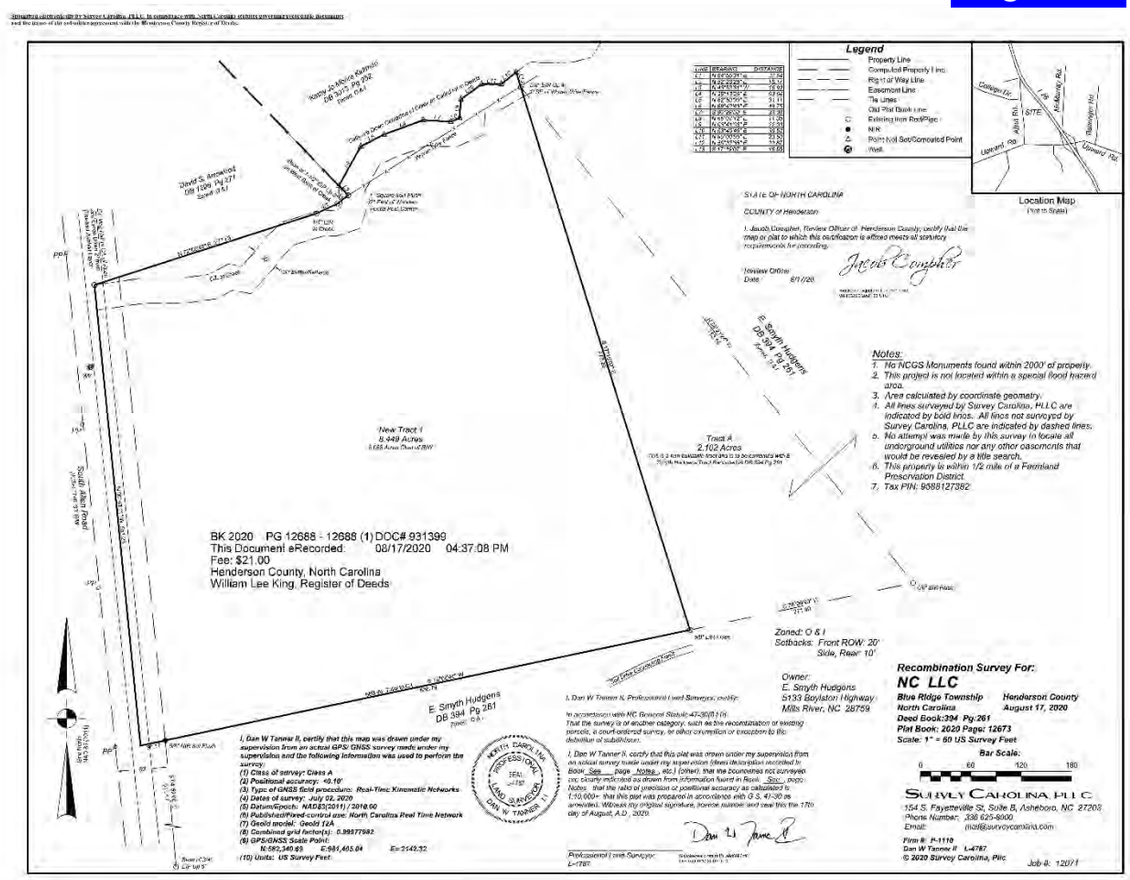
The public hearing was opened at 6:27 p.m.

Corey Mavis of Carolina Commercial Contractors, also representing HMark, Acquisitions addressed City Council speaking in favor of the proposed 58 bed independent living facility.

Ken Waldrop representing ALG Senior, owner and operator of the proposed facility addressed City Council requesting consideration of this annexation stating his company hires local families and provides care for area seniors.

There was no discussion by City Council. The public hearing was closed at 6:29 p.m.

Council Member Jerry Smith moved that City Council adopt an ordinance annexing the property included in the petition from Peggy C. Cabe, Enno F. Camenzind, Joan C. Fleming, Paula Camenzind Carter, Robert O. Camenzind effective December 3rd, 2020. A unanimous vote of the Council followed. Motion carried.



Ordinance #20-0590

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA AS A SATELLITE ANNEXATION

WHEREAS, the City of Hendersonville has been petitioned by Agemark Acquisition, LLC, Peggy C. Cabe, Enno F. Camenzind, Joan C. Fleming, John Thomas Fleming, Paula C. Carter, Lynda Hill Camenzind, Brenda Merrill Camenzind, Charles Norman Carter and Robert O. Camenzind 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, Hendersonville, N.C. at 5:45 p.m., on the third day of December 2020, after due notice by publication as by law provided on November 22 and November 29, 2020; 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:; and

a. All of the proposed satellite corporate limits are less than three miles from the primary corporate limits of Hendersonville. The map distance is 5,161 feet.

b. No point on the proposed satellite corporate limit is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville.

c. The area described is so situated that the City of Hendersonville will be able to provide the same services within the proposed satellite corporate limits that it provides within its primary corporate limits.

d. The area proposed for annexation is not a subdivision as defined in NCGS 160A-376.

e. The area within the proposed satellite corporate limits, when added to the areas within all other satellite corporate limits does not exceed 10 percent (10%) of the area within the primary corporate limits of the City of Hendersonville.

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

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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:

Section 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 third day of December 2020.

BEING ALL OF THAT REAL PROPERTY SHOWN ON THAT PLAT RECORDED ON PLAT SLIDE 12688 OF THE HENDERSON COUNTY REGISTRY, AND BEING DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN EXISTING MAG NAIL IN THE CENTERLINE OF SR 1746 AND THE CENTERLINE OF A CREEK; THENCE A STRAIGHT LINE N 72°08'48" E A DISTANCE OF 277.83' TO AN 1/4" EIR IN SAID CREEK; THENCE N 64°55'31" E A DISTANCE OF 27.64' TO AN 1-1/2" EIP ON THE WEST BANK OF SAID CREEK; THENCE N 52°26'26" E A DISTANCE OF 16.17' TO AN 1" SQUARE IRON FLUSH AT WOODEN FENCE POST CORNER THE SE CORNER OF DAVID ARROWOOD, DB 1296 PG 271; THENCE ALONG ARROWOOD EASTERN PROPERTY LINE N 43°53'31" W A DISTANCE OF 15.92' TO A POINT NOT SET IN THE CENTERLINE OF SAID CREEK; THENCE DOWN THE CENTERLINE OF SAID CREEK THE FOLLOWING 9 CALLS; N 29°13'26" E A DISTANCE OF 53.64'; N 62°53'30" E A DISTANCE OF 31.11'; N 69°42'48" E A DISTANCE OF 49.75'; S 86°28'50" E A DISTANCE OF 33.08'; N 66°07'12" E A DISTANCE OF 11.35'; N 03°41'08" E A DISTANCE OF 22.03'; N 53°45'46" E A DISTANCE OF 30.52'; N 90°00'00" E A DISTANCE OF 23.50'; N 50°37'35" E A DISTANCE OF 22.87'; THENCE LEAVING THE CREEK S 17°19'07" E A DISTANCE OF 18.55' TO A NEW IRON ROD SET 1' SE OF WOVEN WIRE FENCE; THENCE CONTINUING S 17°19'07" E A DISTANCE OF 677.28' TO A NEW IRON ROD SET; THENCE S 78°06'40" W A DISTANCE OF 638.79' TO A ON THE EASTERN R/W OF SR 1746; THENCE CONTINUING S 78°06'40" W A DISTANCE OF 30.17' TO A POINT NOT SET IN THE CENTERLINE OF SR 1746; THENCE ALONG THE CENTERLINE OF SR 1746, N 05°43'11" W A DISTANCE OF 551.28'; WHICH IS THE POINT OF BEGINNING, AND CONSISTING OF +/- 8.449 ACRES.

Section 2. Upon and after the third day of December 2020, 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.

Section 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 3rd day of December 2020.

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

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B. Conditional Zoning District - Landings of Flat Rock- Agemark Acquisition, LLC, Peggy C. Cabe, Enno F. Camenzind, Joan C. Fleming, Paula Camenzind Carter, and Robert O. Camenzind, for satellite annexation of 8.449 acres identified as PIN# 9588-12-7382 located on S. Allen Road, from Henderson County OI, Office Institutional District, to PRD CZD, Planned Residential Development Conditional Zoning District, for a one-story, 58 bed, 32,000 sq. ft. assisted living facility and a three-story 95 bed, 85,000 sq. ft Independent Living Facility

Tyler Morrow, Planner I addressed City Council stating the City is in receipt of a Conditional Rezoning application from Agemark Acquisition, LLC, Peggy C. Cabe, Enno F. Camenzind, Joan C. Fleming, John Thomas Fleming, Paula C. Carter, Lynda Hill Camenzind, Brenda Merrill Camenzind, Charles Norman Carter and Robert O. Camenzind for the development of a 32,000 square foot assisted living facility and an 85,000 square foot independent living facility on approximately 8.449 acres. Mr. Morrow stated the subject property is identified as parcel number 9588-12-7382 and is currently vacant and said the applicant is requesting to rezone the subject property from Henderson County Office Institutional to PRD-CZD Planned Residential Development Conditional Zoning District.

After much discussion the following conditions were agreed upon.

IN RE: The Landings of Flat Rock Rezoning (File # P20-36-CZD)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

- Accessory structures
- Congregate care facilities
- Home Occupations

II. Conditions:

(1) Shall Be Attached to the Conditional Rezoning and Satisfied Prior to Issuance of Final Site Plan Approval:

a. 7-3-3.2 (n): Provide a survey showing tree line before site preparation with species and diameter of trees 12 inches or greater DBH (diameter at breast height)
b. 5-14-6.6 & Section 15: Provide a landscaping plan that shows tree and shrub locations within the proposed 10-foot type B buffer along the east, south and west property lines.

(2) Shall Be Attached to the Conditional Rezoning:

a. Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding, including that the lighting for the project be dark skies compliant, and applicable provisions of the Hendersonville Zoning Ordinance and Code of Ordinances.
b. Provide a total area open space of 56% rather than the required 65% Special Requirement for Congregate Care Facilities and the 60% requirement for the Planned Residential Development Zoning District.
c. Use a bed-based density calculation rather than the bedroom-based density calculation from section 16-4-10 (d) of the Zoning Ordinance:

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

The public hearing was opened at 6:47 p.m.

Ken Fitch-of 1046 Patton Street Hendersonville addressed City Council stating this project would serve portions of the senior population in the area. Mr. Fitch requested consideration of preserving trees along the property line and of lowering the speed limit in the area for safety. Mr. Fitch stated this project illustrates the need for the Fire Station 3 project.

The public hearing was closed at 6:51p.m.

Council Member Jerry Smith clarified that the Tree Board is not required to review the plans but may. Manager Connet stated the Tree Board would review larger types of projects and make recommendations to City Council. Council Member Jeff Miller requested compliance with Dark Sky initiative if allowed by applicable law.

Council Member Jerry Smith moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from Henderson County Office Institutional to PRD-CZD Planned Residential Development Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the Published List of Uses and Conditions, including the condition that the lighting be Dark Sky Compliant if allowed by applicable State law, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons in that is supplies additional housing for elderly who need assisted living or independent living facilities.
A unanimous vote of the Council followed. Motion carried.

Agenda

Ordinance #20-0591

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR A PORTION OF PARCEL NUMBER 9588-12-7382 BY CHANGING THE ZONING DESIGNATION FROM HENDERSON COUNTY OFFICE INSTITUTIONAL TO PRD-CZD PLANNED RESIDENTIAL DEVELOPMENT CONDITIONAL ZONING DISTRICT

WHEREAS, the City is in receipt of a Conditional Rezoning application from Agemark Acquisition, LLC, Peggy C. Cabe, Enno F. Camenzind, Joan C. Fleming, John Thomas Fleming, Paula C. Carter, Lynda Hill Camenzind, Brenda Merrill Camenzind, Charles Norman Carter and Robert O. Camenzind for the development of a 32,000 square foot assisted living facility and an 85,000 square foot independent living facility on approximately 8.449 acres, and

WHEREAS, the Planning Board took up this application at its regular meeting on November 9th, 2020; voting 5-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on December 3rd, 2020, 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:

   A portion of parcel number 9588-12-7382 from Henderson County Office Institutional to PRD-CZD Planned Residential Development Conditional Zoning District.

2. Development of the parcel shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be subject to the site limitations and conditions stipulated on the published List of Uses and Conditions.

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of December 2020.

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

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C. Conditional Zoning District – Courthouse Inn- Consideration of Application by Stephen D. Barker of the Rainer Group, LLC for rezoning the subject property, PIN# 9568-77-5249 Located at 101 N. Church Street, from C-1, Central Business District, to C-1 CZD, Central Business Conditional Zoning District for a 55,000 sq. ft. Hotel with a Restaurant/Bar and Meeting Space

Community Development Director Lew Holloway addressed City Council stating the City is in receipt of a Conditional Rezoning application from Stephen Barker, Catellus Group, LLC for the development of a 5 story 55,000 square foot 69 room hotel on a 0.78-acre lot. He stated the subject property is identified as parcel number 9568-77-5249 and is currently vacant. The applicant is requesting to rezone the subject property from C-1, Central Business District to C-1 CZD, Central Business Conditional Zoning District.

Walter Fields of 1919 South Blvd. Suit 101 Charlotte addressed City Council in support of approval of this project. Mr. Fields discussed measures the project has taken to accommodate the Historic Preservation's requirements for the site and said this building was designed specifically for the site and character of the community and said the project complies with height requirements and has included parking designed to accommodate aesthetic and traffic patterns in that area for safety. Mr. Fields stated the design includes a public plaza including outdoor seating and other streetscape amenities including a terraced greenspace accessible to the public. Mr. Fields stated he believe the project is compatible with the City's comprehensive planning to support the downtown corridor as well as the nearby residential neighborhood.

Architect Steven Overcash, of 2010 South Tryon St. Charlotte addressed City Council stating his firm studied the architecture over the last 120 years of the City and have incorporated elements into the design of this project. He stated the building was designed to blend into the City as well as within the neighboring residential neighborhoods.

The City Clerk stated this has been advertised according to state law

The public hearing was opened at 7:28 p.m.

Ken Fitch of 1046 Patton Street Hendersonville addressed City Council expressing concerns the project will have on the "small town character" as well as the height of the structure in relation to the Historic Courthouse.

The public hearing was closed at 7:41 p.m.

Chelsey Garrett, Attorney of Boon NC, acknowledged the City's ordinance and comprehensive plan and requested consideration of this project stating she believes it is compatible and has been strenuously vetted through the Historic Preservation Commission. Attorney Garret stated this hotel as designed meets the height requirements and is a permitted use in the zoned district. Attorney Garret reminded everyone that the parking deck is the element that requires rezoning consideration and stated she feels her clients have designed the structure to accommodate parking needs as well as all of the HPC requirements for the downtown corridor.

The public hearing was reopened at 7:46 p.m. to allow a comment from Andrew Riddle who was having technical difficulties connecting.

Andrew Riddle of Hendersonville addressed City Council in support of the project stating he is a neighboring property owner and said he believes the hotel will provide additional places for visitors to stay downtown.

The public hearing was closed at 7:49 p.m.

Council Member Dr. Jennifer Hensley stated she is in support of the project and commended the architects for working to blend the historic features into their design as well as providing multiple entrances for parking. Council Member Jeff Miller stated he would like to withdraw the Dogwood Lot from consideration of another hotel if this project is approved. Mayor Volk stated she feels the traditional hotel would draw a different type of clientele than a local bed and breakfast would. Council Member Jerry Smith stated he believes the height ordinance should be revisited at a later date. Council Member Lyndsey Simpson stated she agrees with Dr. Hensley and Mayor Volk in their comments stating this would provide a good opportunity for visitors to come who normally wouldn't. Council Member Jeff Miller asked that the project be Dark Sky compliant and the developer agreed.

After much discussion the following conditions were agreed upon.

IN RE: 101 N. Church Street Rezoning - Courthouse Inn (File # P20-27-CZD)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

- Hotels and motels
- Restaurants
- Parking lots and parking garages

II. Conditions:

(1) Shall Be Attached to the Conditional Rezoning and Satisfied Prior to Issuance of Final Site Plan Approval:

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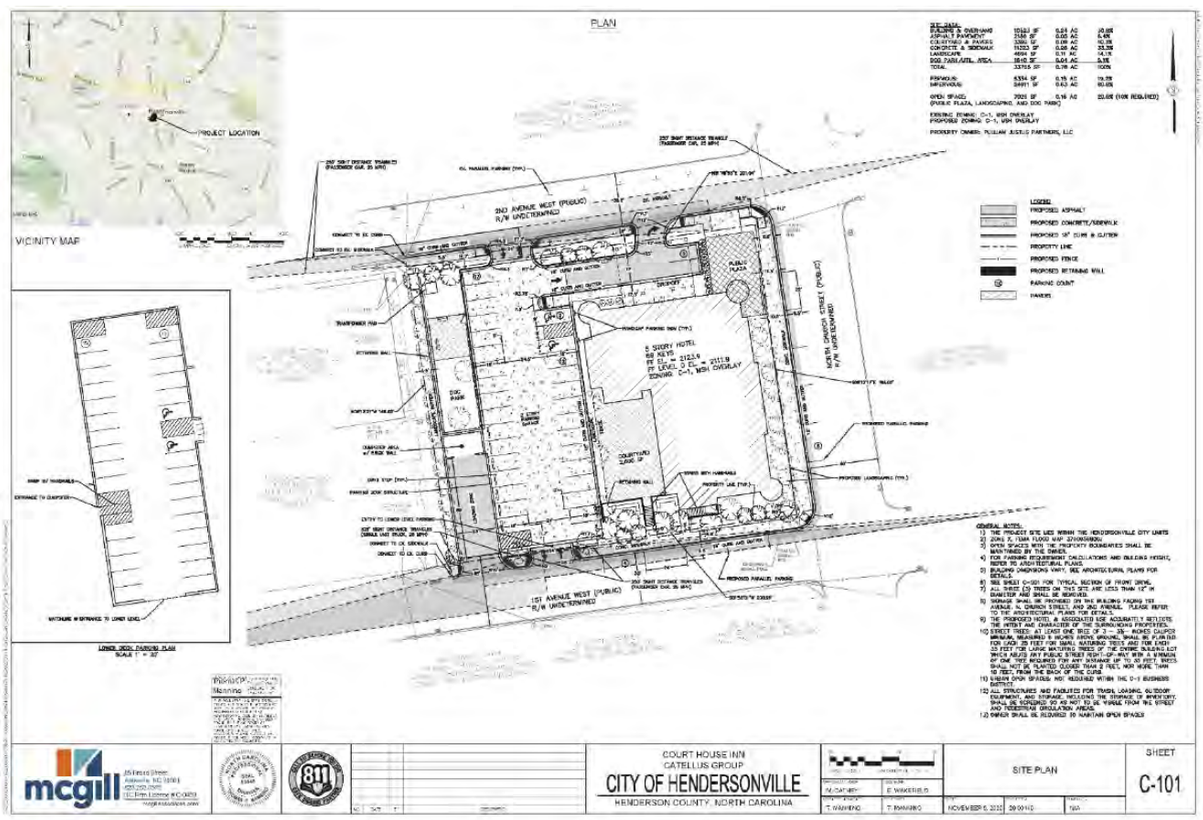
a. Historic Preservation Commission approval of the Certificate of Appropriateness application.
b. Comprehensive Plan Consistency - Enhanced connectivity and visibility to/from the rear plaza of the hotel to 1st Avenue via enlarged pedestrian access and plaza interaction with the 1st Avenue sidewalk.
c. Comprehensive Plan Consistency - Enhanced material variety on the southern façade through brick, windows or alternative methods to break up larger sections of the blank wall.

(2) Shall Be Attached to the Conditional Rezoning:

Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding, including that the lighting for the project be dark skies compliant, and applicable provisions of the Hendersonville Zoning Ordinance and Code of Ordinances.



Council Member Dr. Jennifer Hensley moved that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from C-1, Central Business to C-1 CZD, Central Business Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the Published List of Uses and Conditions in addition Dark Sky Complaint , finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons: of the construction of the Courthouse Inn.
A unanimous vote of the Council followed. Motion carried.

Ordinance #20-0592

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR 101 N. CHURCH STREET - COURTHOUSE INN BY CHANGING THE ZONING DESIGNATION FROM C-1: CENTRAL BUSINESS DISTRICT TO C-1 CZD: CENTRAL BUSINESS CONDITIONAL ZONING DISTRICT

WHEREAS, the City is in receipt of a Conditional Rezoning application from Stephen Barker – Catellus Group, LLC for the development of a 5 story 69 room hotel on a 0.78-acre lot; and

WHEREAS, the Planning Board took up this application at its regular meeting on November 9th, 2020; voting 4-1 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville; and

WHEREAS, City Council took up this application at its regular meeting on December 3rd, 2020; and

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

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 9568-77-5249 from C-1 Central Business District to C-1-CZD Central Business Conditional Zoning District.

2. Development of the parcel shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be subject to the site limitations and conditions stipulated on the published List of Uses and Conditions.

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

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of December 2020.

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

8. <u>Unfinished Business-</u> There was no unfinished business.

9. <u>New Business</u>

A. Capital Project Updates – Parking Deck – *Presenter: Brian Pahle, Assistant City Manager*

Assistant City Manager, Brian Pahle addressed City Council providing updates on the budget, design, timing, and revenue updates of the Parking Deck Project. Mr. Pahle stated the only major changes made from original renderings have been the reduction of one story and the elimination of brick on the south and east facing facades with a cost savings of $112,000 and removal of a planter wall with a cost savings of $122,000. Mr. Pahle discussed the project timeline and financial model for this project as follows:

<u>April 2021:</u> Loan Issuance, Start Construction

<u>December 2021:</u> Install Kiosks, First Interest Payment

<u>January 2021:</u> Turn on Parking Meters, New Permit Structure

<u>April 2021:</u> Complete Construction, Issue Deck Permits

<u>June 2023:</u> First Principal Payment

	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30
REVENUES										
Daily Parking										
Daily Parking Sub-total	110,000	327,295	749,700	749,700	749,700	874,500	874,500	874,500	874,500	874,500
Leases										
Leased Parking Subtotal	47,520	70,340	190,200	218,500	228,700	237,300	256,500	275,300	283,200	313,900
Citations/Penalties										
Citations/Penalties Subtotal	7,300	9,400	9,400	11,400	16,000	13,600	13,100	13,000	12,900	12,400
Other Financing Sources										
Other Financing Sources Subtotal	10,073,477	-	-	-	-	-	-	-	-	-
TOTAL REVENUE	10,238,297	407,035	949,300	979,600	994,400	1,125,400	1,144,100	1,162,800	1,170,600	1,200,800
EXPENDITURES	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30
Personnel										
Personnel Subtotal	95,340	96,019	96,704	97,396	98,096	98,802	99,515	100,236	100,963	101,698
Operating										
Operating Subtotal	-	262,300	298,400	300,700	303,100	305,700	308,200	310,600	186,400	189,000
Amount to be Financed										
Land/ROW/Easements	2,000,000	-	-	-	-	-	-	-	-	-
Professional/Contracted Services	982,234	-	-	-	-	-	-	-	-	-
Construction Costs	7,091,243	-	-	-	-	-	-	-	-	-
Amount to be Financed Subtotal	10,073,477	-	-	-	-	-	-	-	-	-
Debt Service										
Principal (20 Years at 2.50%)	-	-	394,348	404,206	414,312	424,669	435,286	446,168	457,322	468,755
Interest (20 Years at 2.50%)	-	251,837	241,978	231,873	221,515	210,899	200,016	188,862	177,429	165,710
Debt Service Subtotal	-	251,837	636,326	636,079	635,827	635,568	635,302	635,030	634,752	634,466
TOTAL EXPENDITURES	10,168,817	610,156	1,031,430	1,034,176	1,037,023	1,040,070	1,043,018	1,045,866	922,115	925,164
EXCESS (DEFICIENCY) OF REVENUES OVER (UNDER) EXPENDITURES	69,480	(203,121)	(82,130)	(54,576)	(42,623)	85,330	101,082	116,934	248,485	275,636

DRAFT

Mr. Pahle discussed revenue options for parking fees based on $1.50 for parking meters discussing a potential deficit in the year 2023 and said the terms of the loan and any additional construction costs will have impacts on the projected figures. Mr. Pahle stated with implementation of the $1.50 parking fee and the sale of the Dogwood Lot for $1M staff believes the City would break even on this project.

There was no discussion.

B. Aerial Infrared Imaging Survey – Sanitary Sewer Collection System Agreement & Resolution - *Presenter: Lee Smith, Utilities Director*

Lee Smith, Utilities Director addressed City Council stating House Bill 1087 (Water/Wastewater Public Enterprise Reform) appropriated funding to local environmental non-profit MountainTrue for surface water quality testing and identification of potential sources of pollution within the French Broad River watershed. He stated that MountainTrue has approached the City to split the cost of an aerial infrared imaging study of the City's sanitary sewer collection system. He said the purpose of the survey is to locate potential sources of pollution resulting from defects within the City's sanitary sewer collection system and said it may also identify privately-owned septic system discharges as well as water leaks from the City's water distribution system. Director Smith stated MountainTrue has proposed to split the cost of the survey with the City and said if approved the City's portion of the survey will be $33,875.

Hartwell Carson, French Broad Riverkeeper with MountainTrue stated the technology is a beneficial and valuable tool to assist in determining the causes of high E. coli rates in the waterways. Utilities Engineer Adam Steurer stated the study includes areas that the County Health Department identified as having failing septic tanks.

Council Member Jeff Miller moved that City Council adopt the Resolution to authorize the City Manager to enter into a three-party agreement with Stockton Infrared Thermographic Services, Inc. and MountainTrue for an aerial infrared imaging study of the City's sanitary sewer collection system with such terms and conditions as may be approved by the City Manager in consultation with the City Attorney. A unanimous vote of the Council followed. Motion carried.

DRAFT

Resolution #20-0593

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO EINTER INTO AN AGREEMENT WITH STOCKTON INFRARED THERMOGRAPHIC SERVICES, INC. AND MOUNTAINTRUE FOR AN AERIAL INFRARED IMAGING SURVEY

WHEREAS, the City intends to have an aerial infrared survey performed on its sanitary sewer collection system to locate potential sources of pollution from the City's collection system but will also identify privately-owned septic system discharges as well as water leaks from the City's water distribution system; and

WHEREAS, the City and MountainTrue have received a proposal from Stockton Infrared Thermographic Services, Inc. proposing to provide the infrared survey in the amount of $67,750 (the "Proposal"); and

WHEREAS, MountainTrue and the City have agreed to split the cost of the survey as described in the Proposal;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that the City Manager is authorized to enter into a contract with Stockton Infrared Thermographic Services, Inc. and MountainTrue in the amount of $33,875 to perform services outlined in the Proposal. Further the City Manager, City Attorney, City Clerk, and City staff are authorized to take such actions as are necessary to carry out the City's obligations under the terms of the contract as signed by the City Manager.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of December 2020.

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

C. City Employee Compensation - *Presenter: John F. Connet, City Manager*

City Manager John Connet recalled freezing positions in response to the COVID-19 pandemic, the City budgeted for regular employee raises and froze those raises until December 2020. Manager Connet stated to-date the City's revenues have performed well and have significantly exceeded budgeted amounts. Manager Connet stated the City sales tax revenues have come in for April through August, FY20 Q4 finishing up 6% over the prior year and said the City is up 9% ($57,227) start FY21. Manager Connet stated due to a strong financial position, and continued service excellence and diligence from staff, he recommends that salaries be unfrozen, and all permanent staff receive a one-time bonus of $1,000. He stated this budget impact is estimated to be between $325k and $350k. Manager Connet stated the staff continue to be a high priority of City Council, evidenced by pay, insurance, coverage, and other fringe benefits and said he believes that for their hard work through these uncertain and trying times, a one-time bonus and reinstating pay raises is a prudent and financially sound decision. Mayor Volk and City Council thanked employees for their hard work over the past year.

Council Member Lyndsey Simpson moved that City Council authorize the City Manager to reinstate pay raises, to amend Section 7, of the City Personnel Policy to add authority for one-time bonuses, and to award a one-time bonus to all permanent City employees in the amount of $1,000.00 based upon a finding that the one-time bonus will promote the hiring and retention of capable, diligent, and honest career employees. A unanimous vote of the Council followed. Motion carried.

D. Center for the Arts & Entertainment Funding Request- *Presenter: John F. Connet, City Manager*

City Manager John Connet stated the City has received a funding request from The Center for Arts and Entertainment for $15,000 to assist with making their downtown theater safe for events. Manager Connet stated in return, The Center has offered to list the City as a Partnership Patron with special benefits for the 2020-2021 Season. Mayor Barbara G. Volk recalled previous support by City Council of this type of venue downtown and said this is a difficult time for all the businesses downtown. Mayor Volk stated the Community Foundation awarded The Center a grant of $15,000 toward the project. Jeanie Linders of the Center for the Arts & Entertainment stated the funding request is specifically to make the facility safe and said opening the facility would bring in much needed business to the downtown corridor. Council Member Lyndsey Simpson stated she supports arts and entertainment funding for the benefit of all citizens.

Council Member Lyndsey Simpson moved that City Council authorize the City Manager to execute a special appropriations contract with The Center for Arts and Entertainment for the appropriation of $15,000 to fund safety improvements at their downtown theater. The motion carried by a vote of 3-2 with Council Members Jeff Miller and Jennifer Hensley voting against.

E. REMOVED - ~~**Hands On Children's Museum Request for Assistance** - *Presenter: Joseph Knight, Executive Director*~~

10. <u>Appointments to Boards Commissions Committees</u>

City Manager John Connet provided the Council with Boards and Commissions Applicants. City Council conceded to consider appointments at their January meeting.

11. <u>City Council Comments</u>

Council Member Lyndsey Simpson recalled Council Member Jeff Miller's proposal of delaying the sale of the Dogwood Lot stating she also wishes to preserve the integrity of the downtown corridor and asked that these items be placed in the January workshop meeting for further discussion.

12. <u>City Manager Report</u> - *Presenter: John F. Connet, City Manager*

City Manager John Connet reminded everyone that the Police Department is working with Mothers Against Drunk Driving (MADD) to host and evening of remembrance to honor those who have been lost due to impaired driving on Saturday beginning at 4:30 p.m. at the Historic Courthouse. Manager

DRAFT

Connet also reminded everyone that the Walk of Fame Steering Committee is accepting applications through January 15th for Walk of Fame nominees. Manager Connet encouraged everyone to attend the Holiday Market at Depot.

A. FY20 Financial Update – *Presenter: John Buchanan, Finance Director*

Finance Director, John Buchanan presented an update on Fiscal Year 2019- 2020 to City Council stating the final report will be delivered to City Council in February. Director Buchanan stated overall revenues exceeded expenditures by more than $1.1M and said the total Fund Balance is approximately $8.5M, an increase from $7.4M in 2019. Director Buchanan stated Fund Balance available for appropriation is $5.9M, which is 36.75% of 2020 actual expenditures. Mr. Buchanan stated ad valorem tax revenues were $1.8M, an increase of 11.7% from 2019 and said this was due to a County revaluation and 99% tax collection rate. Director Buchanan clarified any funds received through the CARES Act will go toward emergency responder salaries when distributed by the County. Director Buchanan discussed General Fund Expenditures stating expenditures were $16.4M for 2020, an 8% increase over 2019. Director Buchanan discussed MSD Funds for Main Street and Seventh Avenue stating the total Fund Balance is approximately $77,000 for Main Street and $107,000 for Seventh Avenue. Director Buchanan discussed the Water Sewer Fund stating expenditures exceeded revenues by $0.97M and said the total Fund Balance is approximately $7.8M. The total Fund Balance was $8.8M in 2019. He stated the total Fund Balance available for appropriation is 24% of 2020 actual expenditures. Director Buchanan discussed Stormwater Fund stating revenues exceeded expenditures by $75,800 and said the total Fund Balance is approximately $146,000. Director Buchanan discussed Environmental Services Fund stating expenditures exceeded revenues by $52,000 and said the total Fund Balance is approximately $242,000. Director Buchanan stated this fund continues to be sustained through the use of its Fund Balance. Director Buchanan stated this update does not include the Capital Projects Funds.
There were no questions from Council. Manager Connet stated staff continues to monitor Fund Balance and debt coverage ratios in the funds.

13. Closed Session

The Board did not enter into closed session.

14. Adjourn

There being no further discussion, the meeting was adjourned at 8:53 p.m. upon unanimous assent of the Council.

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_____
Barbara G. Volk, Mayor

ATTEST:

_____
Angela L. Reece, City Clerk

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Angela Reece

Department: Admin

Date Submitted: 11/18/2020

Presenter: John Connet, City Manager

Title of Item: City Council Annual Meeting Notice (2021)

Nature of Item: Council Action

Council Meeting Date: 12/03/2020

Summary of Information/Request:

Item # 5B

North Carolina General Statute § 143-318.12. Public notice of official meetings governs noticing requirements for meetings of public bodies.

Staff has prepared notice for City Council Regular and Second Monthly Meetings for 2021 for consideration. The notice follows along with Council's schedule of meeting the first Thursday of each month for Regular Meetings, and the fourth Wednesday of each month for Second Monthly Meetings (Workshops).

If approved the City Clerk will advertise the notice and post on the bulletin board and City's website as per requirements of § 143-318.12

Due to construction at the City Ops Center an amended notice was issued to reflect the location change to 160 Sixth Ave. E.

Budget Impact: $ 0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move that City Council adopt the 2021 Annual Meeting Schedule as presented [or as amended].

Attachments:

Proposed Annual City Council Regular and Second Monthly Meeting Notice for 2021 - AMENDED NOTICE ATTACHED

AMENDED

Agenda

NOTICE

City of Hendersonville City Council 160 Sixth Avenue East Hendersonville, NC 28792

NOTICE OF CITY COUNCIL REGULAR MEETINGS & SECOND MONTLY MEETINGS

The regular meetings will be held at the physical locations designated, and will be conducted as "in person" meetings of the City Council; however due to COVID restrictions, any regular meeting may be conducted electronically, in which case additional public notice will be given that complies with the special meeting notice requirements, with instructions on how the public can view and participate electronically.

For "in person" meetings, in-person attendance by the public will also be permitted; however, in compliance with Governor Cooper's Executive Orders and social distancing guidelines, in person attendance of the public may be limited and as spacing permits. Citizens requesting to speak during the in person meeting will be given instructions and the opportunity to address City Council at the appropriate time during the meeting. The conference room located on the 2nd floor of City Hall across from the Council Chambers will be utilized as an overflow room for these meetings. Citizens attending in-person may be asked to wait in this room where they may view the meeting live.

The public may also view and verbally comment on public hearings live via ZOOM. For security reasons screen sharing will not be allowed. The meeting instructions to join by Zoom will be available on the City's website by visiting https://www.hendersonvillenc.gov/events-calendar. Comment period instructions will also be displayed at the appropriate times during the meeting.

Anyone wishing to submit written public comment for public hearings prior to the meeting may visit https://www.hendersonvillenc.gov/comment to submit their comment. Written comments must be submitted by Noon the day of the meeting to be considered by the City Council. If comments include photo(s) or video they must be submitted by 8:00 a.m. the day prior to the meeting to be considered by the City Council.

LOCATION AMENDMENT

The following Regular Meetings of the City of Hendersonville City Council are held on the **first Thursday** of each month beginning at **5:45 p.m.** at City Hall on the 2nd floor Council Chambers at 160, Sixth Avenue. E, Hendersonville NC through May 2021.

January 7, 2021
February 4, 2021
March 4, 2021
April 1, 2021
May 6, 2021

The following Regular Meetings of the City of Hendersonville City Council are held on the **first Thursday** of each month beginning at **5:45 p.m.** in the Assembly Room of the Operation Center located at 305 Williams Street, Hendersonville NC.

June 3, 2021
July 1, 2021
August 5, 2021
September 2, 2021
October 7, 2021
November 4, 2021
December 2, 2021

AMENDED

Agenda

CITY COUNCIL SECOND MONTHLY MEETING NOTICE

LOCATION AMENDMENT

The following Second Monthly Meetings will be held in a workshop format to give the City Council an opportunity to receive and discuss information. Meetings are held on the **fourth Wednesday** of each month beginning at **4:00 p.m**. at City Hall Council Chambers on the 2nd floor at 160, Sixth Avenue. E, Hendersonville NC through May 2021.

January 27, 2021
February 24, 2021
March 24, 2021
April 28, 2021
May 26, 2021

Second Monthly Meetings will be held in a workshop format to give the City Council an opportunity to receive and discuss information. Meetings are held in the Assembly Room of the Operation Center located at 305 Williams Street, Hendersonville NC. The following workshop meetings have been scheduled for 2021:

June 23, 2021
July 28, 2021
August 25, 2021
September 22, 2021
October 27, 2021
November 24, 2021
December 22, 2021

_____
Angela L. Reece
City Clerk

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

Ratified 1/7/2021 *Posted 12/21/2020* *Published in Times-News 12-20-2020*

https://www.hendersonvillenc.gov

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Jennifer Musselwhite

Department: Finance

Date Submitted: 12/22/2020

Presenter: Jennifer Musselwhite

Title of Item: Henderson County Tax Adjustments

Nature of Item: Council Action

Council Meeting Date: 01/07/2021

Summary of Information/Request:

Item # 5C

The Deputy Tax Collector, Jennifer Musselwhite, would like to submit for your approval the tax bill adjustments occurring between November 6, 2020 and December 22, 2020. 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 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move Council approve the releases and refunds as presented by Henderson County Tax Office.

Attachments:

Summary Total of Tax Adjustments

Agenda

SUMMARY TOTAL OF DISCOVERIES, RELEASES, REFUNDS, AND FORGIVEN INTEREST

FOR TRANSACTIONS AS OF 12/22/2020

VALUE CHANGE	**$**	**(144,718.00)**
RELEASES	**$**	**(769.78)**
REFUNDS	**$**	**-**
FORGIVEN INTEREST	**$**	**-**
TOTAL TAX BILL ADJUSTMENTS	**$**	**(769.78)**

Adjustments, Releases, Refunds are provided by Henderson County Tax

Agenda

NCPTS Pending Release/Refund Report. Monday, December 21, 2020*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
CITY OF HENDERSONVILLE	EGOLF OF HENDERSONVILLE	0003088356-2020-2020-0000	BUSINESS PERSONAL PROPERTY DOUBLE BILLED ON ABSTRACTS 3088356 AND 3099439. ABSTRACT 3088356 VOIDED.	($103,681)	7544	JURSC10	TAX	$508.04	$0.00	$508.04
							LATE LIST FEE	$50.80	$0.00	$50.80
							TOTAL:			$558.84
									ABSTRACT TOTAL:	$558.84
		OWNER TOTAL:		**$0**						**$558.84**
	ISRAEL, THOMAS MICHAEL	0003096880-2020-2020-0000	WATERCRAFT PERMANENTLY LOCATED IN SOUTH CAROLINA.	($4,026)	7543	JURSC10	TAX	$19.73	$0.00	$19.73
							LATE LIST FEE	$1.97	$0.00	$1.97
							TOTAL:			$21.70
									ABSTRACT TOTAL:	$21.70
		OWNER TOTAL:		**$0**						**$21.70**
	TJF ENTERPRISES LLC	0003088039-2020-2020-0000	BUSINESS SOLD IN 2019.	($31,011)	7539	JURSC10	TAX	$151.95	$0.00	$151.95
							LATE LIST FEE	$0.00	$0.00	$0.00
							TOTAL:			$151.95
									ABSTRACT TOTAL:	$151.95
		OWNER TOTAL:		**$0**						**$151.95**
	DISTRICT TOTAL:			**($138,718)**						**$732.49**
GRAND TOTALS:				**$0**						**$732.49**

*Adjustments submitted for approval on or before

NCPTS ▾ Assessment JMIRANDA Search Abstract # Tax Year: 2020 Go

Abstract Registrars Appeal Workflow Admin Opt Agenda Help

NCPTS -> Assessment -> Abstract -> Bill Detail

PDF Export Interest Recalc Release Bill Prorate Bill Print

Bill #: **0000280879-2018-2018-0000-01 REG**

Bill Status: **FULL RELEASE** Returned Mail: **NA**

Pay Bill Void Bill

Taxpayer Info

Owner Id	ID Number	COA Code	Confidential	Name	Mailing Address	Ownership Type	Owner Order *	Ownership %	Group Number	Send Mail	Relief Eligibility
2098141	SOCIAL-243-92-9415		NO	RADCLIFFE, RICHARD	135 ASH PATH LN HENDERSONVILLE NC 28739	INDIVIDUAL	PRIMARY			YES	NO

Property Info

	Value ($)	Adj Value ($)
Real:	0	0
Deferred:	0	0
Use:	0	0
Personal:	6,000	0
Exempt:	0	0
Total Value:	6,000	0

Lender:

Description: **VOIDED**

Situs: **135 ASH PATH LN HENDERSONVILLE NC 28739**

Property Details

Type	Description	Assessed
MfdHome	1982 CHAL 14X54 SUMMERPATH MOBILE VILLAGE 47	0

Bill Info

Source Type/System: **IND PROPERTY TAX**

Abstract #: 0000280879-2018-2018-0000

Bill Date: **07/18/2018** Created By: **RJONES**

Interest Begin Date: **01/08/2019** Interest Freeze Date:

Bill Due Date: **09/01/2018** Final Payment Date:

Tax Amount

# Months	Description	Original Billed($)	Current Due ($)
	Tax & Fees	37.29 C	0.00
	HENDERSON COUNTY		
12	TAX	33.90 C	0.00
12	LATE LIST PENALTY	3.39 C	0.00
	Interest		0.00
	Collection Fees		0.00
	Expenses		0.00
	Total	37.29	0.00

Payment History

Transaction Summary

Transaction Detail History

Flag Link IDs Agents Notes/Documents Change History Owner History

Flag: Apply Flag Remove Flag

Flags

Manufactured home not owned by this taxpayer since 2017.

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Adam Murr

Department: Admin

Date Submitted: 12/29/2020

Presenter: Adam Murr

Title of Item: Budget Amendments

Nature of Item: Council Action

Council Meeting Date: 12/29/2020

Summary of Information/Request:

Item # 5D

Budget Amendment(s):

1. General Fund Operational Amendment (010)
2. Main Street and 7th Avenue MSD Funds Operational Amendment (020 - 021)
3. Water and Sewer Fund Operational Amendment (060)
4. Stormwater and Environmental Services Funds Operational Amendment (067 - 068)
5. Golden LEAF Economic Development Amendment (459 - 460)
6. Henderson County Economic Investment Fund Loan Amendment (010)
7. Parking Deck Property Amendment (410)

Budget Impact: $_____ Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Budget impacts are described in the attached amendment forms.

Suggested Motion:

I move City Council approve the budget amendment(s) recommended by Staff.

Attachments:

Budget Amendment(s):

Agenda

TO MAYOR & COUNCIL - January 7, 2021

FISCAL YEAR 2021

BUDGET AMENDMENT

010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
010-0000-460091	Contributions/Donations (PD)	2,566.00	-
010-1300-521001	Supplies & Materials	2,566.00	-
010-0000-470030	Insurance Proceeds	20,606.00	-
010-1300-554002	Capital Outlay - Vehicles	20,606.00	-
010-1300-556001	Capital Outlay - Other/Intangible	16,750.00	-
010-1300-519200	Contracted Services	6,240.00	-
010-1400-521001	Salaries and Wages - Regular	-	368,620.00
010-1400-501002	Salaries and Wages - Part Time	-	11,523.00
010-1400-501010	Salaries and Wages - Overtime	-	28,703.00
010-1400-051013	Salaries and Wages - Halftime	-	19,910.00
010-1400-502001	FICA Tax Expense	-	32,801.00
010-1400-502050	Retirement Expense	-	43,734.00
010-1400-502005	Group Medical and Life Insurance	-	91,722.00
010-1002-501030	Salaries - Incentive Payments	3,650.00	-
010-1005-501030	Salaries - Incentive Payments	1,000.00	-
010-1008-501030	Salaries - Incentive Payments	2,750.00	-
010-1014-501030	Salaries - Incentive Payments	1,700.00	-
010-1200-501030	Salaries - Incentive Payments	3,750.00	-
010-1300-501030	Salaries - Incentive Payments	53,000.00	-
010-1400-501030	Salaries - Incentive Payments	47,000.00	-
010-1502-501030	Salaries - Incentive Payments	2,950.00	-
010-1521-501030	Salaries - Incentive Payments	3,360.00	-
010-1523-501030	Salaries - Incentive Payments	4,000.00	-
010-1525-501030	Salaries - Incentive Payments	8,000.00	-
010-1555-501030	Salaries - Incentive Payments	7,600.00	-
010-1560-501030	Salaries - Incentive Payments	3,000.00	-
010-1008-501001	Salaries - Regular	8,695.00	-
010-1008-502001	FICA Tax Expense	665.00	-
010-1008-502050	Retirement Expense	883.00	-
010-1200-501001	Salaries - Regular	38,125.00	-
010-1200-502001	Fica Tax Expense	2,917.00	-
010-1200-502005	Group Med & Life Ins	3,471.00	-
010-1200-502050	Retirement Expense	3,870.00	-
010-0000-534999	Contingencies	373,637.00	-
FUND 010	TOTAL REVENUES	23,172.00	-
	TOTAL EXPENDITURES	620,185.00	597,013.00

A budget amendment for one-time employee bonuses, re-organizations in the finance and development assistance departments, CARES act related changes in fire department budget, and police department/parking income and equipment/software purchases.

APPROVED

By John Connet at 12:00 pm, Dec 29, 2020

Date:

DATE: 12/29/2020

Agenda

TO MAYOR & COUNCIL - January 7, 2021 **FISCAL YEAR 2021**

BUDGET AMENDMENT

020 - 021

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
020-2102-501030	Salaries - Incentive Payments	1,690.00	-
020-2102-501001	Salaries - Regular	-	39,089.00
020-2102-502001	Fica Tax Expense	-	3,011.00
020-2102-502005	Group Med & Life Ins	-	5,636.00
020-2102-502050	Retirement Expense	-	3,995.00
020-2102-521001	Supplies and Materials	50,041.00	-
FUND 020	TOTAL REVENUES	-	-
	TOTAL EXPENDITURES	51,731.00	51,731.00
021-2202-501030	Salaries - Incentive Payments	560.00	-
021-2202-501001	Salaries - Regular	-	13,345.00
021-2202-502001	Fica Tax Expense	-	1,028.00
021-2202-502005	Group Med & Life Ins	-	1,912.00
021-2202-502050	Retirement Expense	-	1,364.00
021-2202-521001	Supplies and Materials	17,089.00	-
FUND 021	TOTAL REVENUES	-	-
	TOTAL EXPENDITURES	17,649.00	17,649.00

A budget amendment for the Main Street Fund and 7th Avenue fund to budget for one-time employee bonuses and adjust salaries and wages to match a re-organization approved by City Council.

APPROVED

By John Connet at 12:00 pm, Dec 29, 2020

Date: _____

DATE: 12/29/2020

Agenda

TO MAYOR & COUNCIL - January 7, 2021

FISCAL YEAR 2021

BUDGET AMENDMENT

060

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
060-1014-501001	Salaries - Regular	168,118.00	-
060-1014-502001	FICA Tax Expense	12,861.00	-
060-1014-502005	Group Medical and Life Insurance	31,143.00	-
060-1014-502050	Retirement Expense	17,064.00	-
060-1008-501001	Salaries - Regular	9,611.00	-
060-1008-502001	FICA Tax Expense	735.00	-
060-1008-502050	Retirement Expense	976.00	-
060-1008-501030	Salaries - Incentive Payments	13,250.00	-
060-1010-501030	Salaries - Incentive Payments	3,000.00	-
060-1014-501030	Salaries - Incentive Payments	5,800.00	-
060-1521-501030	Salaries - Incentive Payments	2,040.00	-
060-7002-501030	Salaries - Incentive Payments	10,400.00	-
060-7032-501030	Salaries - Incentive Payments	4,690.00	-
060-7035-501030	Salaries - Incentive Payments	12,000.00	-
060-7050-501030	Salaries - Incentive Payments	6,030.00	-
060-7055-501030	Salaries - Incentive Payments	24,190.00	-
060-7132-501030	Salaries - Incentive Payments	2,310.00	-
060-7135-501030	Salaries - Incentive Payments	8,000.00	-
060-7150-501030	Salaries - Incentive Payments	2,970.00	-
060-7155-501030	Salaries - Incentive Payments	11,810.00	-
060-0000-470900	Fund Balance Appropriated	346,998.00	-
FUND 060	TOTAL REVENUES	346,998.00	-
	TOTAL EXPENDITURES	346,998.00	-

A budget amendment for the Water and Sewer Fund to budget for one-time employee bonuses and correct salaries and wages for the finance department and engineering department related to salary splits and employee recruitment.

APPROVED

By John Connet at 12:00 pm, Dec 29, 2020

Date:

DATE: 12/29/2020

Agenda

TO MAYOR & COUNCIL - January 7, 2021 **FISCAL YEAR 2021**

BUDGET AMENDMENT

067 - 068

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
067-1014-501001	Salaries - Regular	5,395.00	-
067-1014-502001	FICA Tax Expense	413.00	-
067-1014-502005	Group Medical and Life Insurance	1,037.00	-
067-1014-502050	Retirement Expense	547.00	-
067-7555-501030	Salaries - Incentive Payments	1,500.00	-
067-0000-470900	Fund Balance Appropriated	8,892.00	-
FUND 067	TOTAL REVENUES	8,892.00	
	TOTAL EXPENDITURES	8,892.00	
068-1521-501030	Salaries - Incentive Payments	600.00	-
068-7855-501030	Salaries - Incentive Payments	14,400.00	-
068-0000-470900	Fund Balance Appropriated	15,000.00	-
FUND 068	TOTAL REVENUES	15,000.00	
	TOTAL EXPENDITURES	15,000.00	

A budget amendment for the Stormwater Fund and Environmental Services Fund to budget for one-time employee bonuses and correct engineering salaries and wages.

APPROVED

By John Connet at 12:00 pm, Dec 29, 2020

Date:

DATE: 12/29/2020

Agenda

TO MAYOR & COUNCIL - January 7, 2021 **FISCAL YEAR 2021**

BUDGET AMENDMENT

459 | 460

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
459-0000-470900-00000	Fund Balance Appropriated	240,000.00	-
459-0000-598901-00000	Transfer Out (to Fund 460)	240,000.00	-
FUND 459	TOTAL REVENUES	240,000.00	-
	TOTAL EXPENDITURES	240,000.00	-
460-0000-420050-G2022	Grant Revenue - Golden Leaf	560,000.00	-
460-0000-470100-G2022	Transfer In (from Fund 459)	240,000.00	-
460-1014-550103-G2022	Capital Outlay - CIP	800,000.00	-
FUND 460	TOTAL REVENUES	800,000.00	-
	TOTAL EXPENDITURES	800,000.00	-

A budget amendment to create the Golden Leaf Water and Sewer Project budget. The project is receiving full funding for a water line extension via grant. The wastewater portion of the project will be funded using existing reserves, transferred from the water and sewer capital reserve fund (459).

APPROVED

By John Connet at 12:00 pm, Dec 29, 2020

Date: _____

DATE: 12/29/2020

Agenda

TO MAYOR & COUNCIL - January 7, 2021 **FISCAL YEAR 2021**

BUDGET AMENDMENT

010

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
010-0000-470900	Fund Balance Appropriated	1,175,226	-
010-1002-598600	Loan to Developer (EIF)	1,175,226	-
FUND 010	TOTAL REVENUES	1,175,226	-
	TOTAL EXPENDITURES	1,175,226	-

A budget amendment to provide a loan from the General Fund to the Henderson County Economic Investment Fund. A large portion of this loan will be immediately returned to the City upon sale of the Jabril property - closing in early February.

APPROVED
By John Connet at 12:01 pm, Dec 29, 2020

Date:

DATE: 12/29/2020

Agenda

TO MAYOR & COUNCIL - January 7, 2021 **FISCAL YEAR 2021**

BUDGET AMENDMENT

410

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
410-1002-551000-19101	Capital Outlay - Land/Easement/ROW	2,000,000	-
410-0000-470010-19101	Installment Purchase/Debt Obligations	2,000,000	-
FUND 410	TOTAL REVENUES	2,000,000	-
	TOTAL EXPENDITURES	2,000,000	-

A budget amendment to increase the Parking Deck project's debt proceeds line by $2 million for the purchase of property.

APPROVED

By John Connet at 12:01 pm, Dec 29, 2020

Date:

DATE: 12/29/2020

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Jennifer Harrell

Department: Admin

Date Submitted: 12/22/2020

Presenter: Jennifer Harrell

Title of Item: City COVID-19 Relief Policy

Nature of Item: Council Action

Council Meeting Date: 01/07/2021

Summary of Information/Request:

Item # 5E

The Families First Coronavirus Response Act that contained the Emergency Paid Sick Leave Act expired December 31,2020. Staff has decided to continue the policy under the name of City COVID-19 Relief Policy. The policy allows up to 80 hours of leave due to COVID-19 reasons. This is in addition to the 80 hours the City Administrative Sick Leave affords.

Suggested Motion(s):

I move that City Council approve the City COVID-19 Relief Policy as presented.

Budget Impact: $ 0 Is this expenditure approved in the c Agenda year budget? N/A If no, describe how it will be funded.

Project Number:

N/A

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

City COVID-19 Relief Policy

Agenda

CITY OF HENDERSONVILLE

Policy Information

Policy Number		Original Adopted Date:	12/22/2020	**Revision Effective Date:**	[Revision Effective Date]
Category & Subcategory:	**City COVID-19 Relief Policy**				

Persons Affected:	**All City of Hendersonville workforce**

	Name, Title	*Date Approved:*	*Signature*
Approvals:	**John F. Connet, City Manager**	**12/22/2020**	Signature:
			Signature:
			Signature:

Revision History

Effective		Version	Section	Summary of Changes	Author
4/2/2020				Original approved by City Council	
8/11/20				City Manager revised to ensure City Admin Sick Leave could be used to supplement time away	
09/03/2020				Ratified by City Council	
12/22/2020				City Manager revised to change name of policy due to original policy expiring 12/31/2020	
1/7/2021				Ratified by City Council	

Agenda

	CITY OF HENDERSONVILLE		
Policy Name:	City COVID-19 Relief Policy	Date Approved:	December 22,2020

The City of Hendersonville is taking proactive steps to protect the workplace in the event of an infectious disease outbreak. It is the City's goal during any such time period to strive to operate effectively and ensure that all essential services are continuously provided and that employees are safe within the workplace.

The City of Hendersonville is committed to providing authoritative information about the nature and spread of infectious diseases, including symptoms and signs to watch for, as well as required steps to be taken in the event of an illness or outbreak.

The City of Hendersonville will provide eligible employees with emergency paid sick leave under certain conditions. This is addition to the City Administrative Sick Leave.

This policy will replace the Emergency Paid Sick Leave Act Policy expiring December 31,2020. Any time used under the Emergency Paid Sick Leave Act will count towards maximum hours.

Eligibility

All employees are eligible for emergency paid sick leave under the City COVID-19 Relief policy.

Reason for Leave

You may take City COVID-19 Relief if you are unable to work (or telework) because:

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine because of COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for someone subject to a federal, state or local quarantine or isolation order related to COVID-19 or who has been advised by their healthcare professional to self-quarantine for COVID-19 related reasons;
5. You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Duration/Compensation

Employees are entitled to:

- **Full-time employees**: 80 hours of pay at their regular pay rate. However, when caring for a family member (for reasons 4, 5, and 6 above), sick leave is paid at two-thirds the employee's regular rate.

Agenda

	CITY OF HENDERSONVILLE		
Policy Name:	City COVID-19 Relief Policy	Date Approved:	December 22,2020

- **Part-time employees**: Pay for the number of hours the employee works, on average, over a two-week period.

Paid leave under this policy is limited to $511 per day ($5,110 in total) where leave is taken for reasons 1, 2, and 3 described above (generally, an employee's own illness or quarantine); and no less than two-thirds the employee's regular rate where leave is taken for reasons 4, 5, or 6 (care for others or school closures); for reasons 4,5 and 6 , this pay entitlement to $200 per day ($2,000 in total). Employees may use City Administrative Paid Sick Leave or accrued leave to make up the missing one third pay.

Leave Rules

You may elect to use emergency paid sick leave under the City COVID-19 Relief Policy before using any accrued paid leave.

Requesting Leave

If you need to take emergency paid sick leave, provide notice as soon as possible. The employee is to submit the Employee Request for City COVID-19 Relief form to their department head. The department head shall send this form to Human Resources immediately for review and processing. All other normal call-in procedures apply to all absences from work.

Retaliation

The City of Hendersonville will not retaliate against employees who request or take leave in accordance with this policy.

Expiration

This policy will expire when rescinded by the City Manager and/or ratified by the City Council.

Approved by:

John F. Connet, City Manager

12-22-2020

Date:

This policy may be modified by the City Manager as needed and ratified by the City Council at their next available meeting.

Employee Request for Emergency Paid Sick Leave under the City COVID-19 Relief Policy **Agenda**

Employees requesting Emergency Paid Sick under the City COVID-19 Relief Policy must complete this form. Eligible employees are entitled to up to eighty (80) hours of paid sick leave pursuant to this policy.

Employee Name:	
Employee Home Address:	
Employee Telephone Number:	**E-mail:**
☐ Request for leave	☐ Request for Extension of Leave
Date of Leave:	Anticipated return to work:
Reason for Leave (check or circle applicable number). I hereby certify that I am unable to work (or telework) for the following COVID-19 reasons: (1) is subject to a federal, state, or local quarantine or isolation due to concerns related to COVID-19; (2) has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19; (3) is experiencing symptoms consistent with COVID-19 and is seeking a medical diagnosis; (4) is caring for an individual who is either under a federal, state, or local quarantine order due to concerns related to COVID-19 or has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19 (at two-thirds the regular rate of pay); (5) is caring for his/her child due to the closure of a school or childcare provider due to COVID-19 precautions (at two-thirds the regular rate of pay); or (6) is experiencing any substantially similar condition as specified by the Secretary of the Department of Health and Human Services (at two-thirds the regular rate of pay).	
☐ Continuous Leave or	☐ Intermittent Leave
If intermittent leave, please describe the nature of your intermittent leave:	
Supplement Accrued Time: For employees whose leave request is based on numbers 4-6 above, the leave is at 2/3 of your regular rate of pay. In this case, you may supplement your paid leave with accrued time to cover the remaining 1/3 pay. You are not required to supplement. If you would like to utilize existing accrued time to cover the remaining 1/3 of your pay, please indicate accordingly below. ☐ Vacation (_____Hrs.). ☐ Sick leave (_____Hrs.). ☐ Compensatory Time (_____Hrs.) ☐ Other (_____Hrs.)	

I certify that the above information is accurate. I understand that if I fail to report for work on or before the scheduled return date indicated above or fail to contact Human Resources regarding my absence from work beyond such scheduled date of return, my employer may take corrective action.

Employee signature: _____ Date: _____

Human Resources signature: _____ Date: _____

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Jennifer Harrell

Department: Admin

Date Submitted: 12/22/2020

Presenter: Jennifer Harrell

Title of Item: COVID-19 Test Positive Policy

Nature of Item: Council Action

Council Meeting Date: 1/7/2021

Summary of Information/Request:

Item # 5F

Staff has revised the policy to reflect current CDC guidelines relating to COVID-19.

Suggested Motion(s):

I move the COVID-19 Test Positive Policy as presented.

Budget Impact: $ 0 Is this expenditure approved in the current year budget? N/A If no, describe how it will be funded.

Agenda

Project Number:

N/A

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

COVID-19 Test Positive Policy

Agenda

CITY OF HENDERSONVILLE

Policy Information

Policy Number		Effective Date:	12/15/2020	Ratification Date:	Click or tap to enter a date.
Category & Subcategory:	**COVID-19 Positive Test Policy**				

Persons Affected:	All City of Hendersonville workforce

	Name, Title	*Date Approved:*	*Signature*
Approvals:	John F. Connet, City Manager	12/15/2020	Signature:
	City Council		Signature:

Revision History

Effective	Version	Section	Summary of Changes	Author
4/15/2020			Original approval by City Manager	
5/7/2020			Ratified by City Council	
7/20/2020			City Manager revised to reflect current CDC guidelines	
8/6/20			City Council ratified 7/20/20 revisions	
12/15/20			City Manager revised to reflect current CDC guidelines	
1/7/21			City Council ratified 12/15/20 revisions	

Policy attached

Agenda

	CITY OF HENDERSONVILLE		
Policy Name:	COVID-19 Positive Test	Approved	12-15-2020

In the event an employee tests positive for Covid-19, the following protocol shall be followed.

The City of Hendersonville has a general duty to provide a safe workplace. The CDC advises that if an employee is confirmed to have COVID-19, employers should inform fellow employees of their possible exposure to COVID-19 in the workplace but maintain confidentiality as required by the Americans with Disabilities Act (ADA). Under the ADA, employers are required to maintain the confidentiality of any medical information they receive, including the name of the affected employee.

- Any employee who tests positive for COVID-19 ***with symptoms*** may return to work under the following conditions:

  - It has been at least ten (10) days since the onset of symptoms **and,**
  - At least 24 hours with no fever without fever-reducing medication **and,**
  - Other symptoms of COVID-19 are improving **Loss of taste and smell may persist for weeks or months after recovery and need not delay the end of isolation.
  - Follow your Healthcare provider's recommendations

- Any employee who tests positive *for COVID-19* ***without symptoms*** may return to work under the following condition:

  - At least ten (10) days have passed since the date of their first positive COVID-19 diagnostic test assuming they have not subsequently developed symptoms since their positive test.
  - If you develop symptoms after testing positive, follow the guidance above for those that test positive with symptoms.
  - Follow your Healthcare provider's recommendations

- An employee who test positive for COVID-19 may use up to 80 hours of City Administrative Sick Leave if needed or up to 80 hours of emergency paid sick leave under the City COVID-19 Relief Policy after which he/she will need to use their accrued leave.

- Any employee who has ***had close contact with a person that tested positive for COVID-19*** excluding employees who have had COVID-19 within the past 3 months should follow the quarantine guidelines below.

The Centers for Disease Control and Prevention states people who have tested positive for COVID-19 do not need to quarantine or get tested again for up to 3 months as long as they do not develop symptoms

Agenda

	CITY OF HENDERSONVILLE		
Policy Name:	COVID-19 Positive Test	Approved	12-15-2020

again. People who develop symptoms again within 3 months of their first bout of COVID-19 may need to be tested again if there is no other cause identified for their symptoms.

- What counts as close contact?

  - You were within 6 feet of someone who has COVID-19 for a total of 15 minutes or more
  - You provided care at home to someone who is sick with COVID-19
  - You had direct physical contact with the person (hugged or kissed them)
  - You shared eating or drinking utensils
  - They sneezed, coughed, or somehow got respiratory droplets on you

- Duration of Quarantine

  In the general community quarantine can be ended if any of the following criteria are met:

  - 14 days of quarantine have been completed
  - 10 days of quarantine have been completed ***AND*** no symptoms have been reported during daily monitoring
  - 7 days of quarantine have been completed ***AND*** no symptoms have been reported during daily monitoring **AND** a diagnostic specimen tests negative within 48 hours of the planned quarantine discontinuation (no earlier than 5 days after last contact)
  - Follow your Healthcare provider's recommendations

If quarantine is discontinued before day 14, the individual must continue to monitor symptoms and strictly adhere to all non-pharmaceutical interventions (e.g. wear mask, practice social distancing) through 14 days after the date of last exposure.

- An employee may use up to 80 hours of City Administrative Sick Leave if needed or up to 80 hours of emergency paid sick leave under the City COVID-19 Relief Policy to quarantine after which he/she will need to use their accrued leave.

Approved by:

John F. Connet, City Manager

12-15-2020

Date

This policy may be modified by the City Manager as needed and ratified by the City Council at their next meeting.

Agenda

Employee Request for City Administrative Sick Leave

Employees requesting City Administrative Sick Leave due to the pandemic State of Emergency related to COVID-19 must complete this form. Eligible employees are entitled to up to eighty (80) hours of paid sick leave pursuant to this policy.

Employee Name:	
Employee Home Address:	
Employee Telephone Number:	**E-mail:**
☐ Request for leave	☐ Request for Extension of Leave
Date of Leave:	Anticipated return to work:
Reason for Leave (check or circle applicable number). I hereby certify that I am unable to work (or telework) for the following COVID-19 reasons: (1) is subject to a federal, state, or local quarantine or isolation due to concerns related to COVID-19; (2) has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19; (3) is experiencing symptoms consistent with COVID-19 and is seeking a medical diagnosis; (4) is caring for an individual who is either under a federal, state, or local quarantine order due to concerns related to COVID-19 or has been advised by a healthcare provider to self-quarantine due to concerns related to COVID-19 ; (5) is caring for his/her child due to the closure of a school or childcare provider due to COVID-19 precautions; or (6) is experiencing any substantially similar condition as specified by the Secretary of the Department of Health and Human Services.	
☐ Continuous Leave or	☐ Intermittent Leave
If intermittent leave, please describe the nature of your intermittent leave:	

I certify that the above information is accurate. I understand that if I fail to report for work on or before the scheduled return date indicated above or fail to contact Human Resources regarding my absence from work beyond such scheduled date of return, my employer may take corrective action.

Employee signature: _____ Date: _____

Human Resources signature: _____ Date: _____

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Jamie Carpenter, Downtown Manager

Department: Community Development

Date Submitted: 12/23/2020

Presenter: Jamie Carpenter

Title of Item: Resolution to extend Manager authority for Sidewalk/ Street Closure - Covid

Nature of Item: Council Action

Council Meeting Date: 01/07/2021

Summary of Information/Request:

Item # 5G

A request for the extension of the May resolution to support restaurant operations while there are capacity restrictions related to Covid-19. The original resolution waived off-street parking requirements and allowed the City Manager to have the authority to extend outdoor dining and close streets as needed for outdoor dining.

Suggested Motion(s):

I move that City Council approve the attached Resolution Extending the May Resolution Respecting the Enforcement of Certain City Ordinances During the Current Emergency For Six Months.

Budget Impact: $ 0 Is this expenditure approved in the c Agenda year budget? N/A If no, describe how it will be funded.

Project Number:

N/A

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

May Resolution Respecting the Enforcement of Certain City Ordinances During the Current Emergency
Resolution Extending the May Resolution Respecting the Enforcement of Certain City Ordinances During the Current Emergency For Six Months.

Agenda

Resolution #20-0542

A RESOLUTION RESPECTING ENFORCEMENT OF CERTAIN CITY ORDINANCES DURING THE CURRENT EMERGENCY

WHEREAS, the City Council recognizes that the pandemic caused by the spread of the COVID-19 virus has caused significant changes in various aspects of commerce within the City of Hendersonville; and

WHEREAS the Council recognizes that the nature of these commercial changes may arise or further change suddenly and without warning; and

WHEREAS the Council recognizes that the city manager is in a unique position to track and respond to these commercial changes and the needs that arise therefrom;

NOW, THEREFORE, the City Council does resolve as follows:

I. The City Council hereby grants to the city manager the following temporary authority when in his opinion there is need to do so:

1. To temporarily open and close streets or portions thereof.
2. To refrain from enforcing regulations with respect to off-street parking for City restaurants.
3. To permit or limit restaurant service and seating within the boundaries of sidewalks and closed City streets.
4. To take other steps of similar nature to adapt to changing commercial conditions.

II. The authority granted herein shall expire six months from the date hereof unless extended or curtailed by the City Council.

III. The city manager is instructed to notify the city council upon the occurrence of any act taken in furtherance of this Resolution.

IV. This grant of authority shall take effect upon adoption of this resolution.

Adopted this 18 day of May 2020.

Barbara G. Volk

Barbara G. Volk
Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake

Tammie K. Drake, MMC
City Clerk

Agenda

RESOLUTION EXTENDING THE EFFECTIVE DATE OF THAT RESOLUTION RESPECTING ENFORCEMENT OF CERTAIN CITY ORDINANCES DURING THE CURRENT EMERGENCY

WHEREAS, on or about May 18, 2020, the City Council adopted a Resolution Respecting the Enforcement of Certain City Ordinances During the Current Emergency; and

WHEREAS, City Council wishes extend the effective date of such Resolution; and

THEREFORE, the City Council of the City of Hendersonville resolves that the expiration date of that Resolution Respecting the Enforcement of Certain City Ordinances During the Current Emergency is extended for an additional six (6) months, retroactive to the date of its expiration. All actions taken by the City Manager and City staff in reliance upon said May 18, 2020 Resolution, including during any period of expiration, are hereby ratified.

Adopted this _____ day of _____ 2021.

ATTEST:

_____ _____

Angela L. Reece, City Clerk Barbara G. Volk, Mayor

Approve as to Form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Adam Murr

Department: Admin

Date Submitted: 12/29/2020

Presenter: Adam Murr

Title of Item: Grant Project Ordinance for the Golden LEAF Water and Sewer Project

Nature of Item: Council Action

Council Meeting Date: 01/07/2021

Summary of Information/Request: **Item #** 5H

In accordance with NCGS 159-13.2, the City of Hendersonville Staff recommend City Council resolve to adopt a Grant Project Ordinance for the Golden Leaf Water and Sewer Project.

The Golden Leaf Water and Sewer Project is an economic development project. The total project cost is estimated to be $800,000 for the extension of water and sewer lines to a development site. $560,000 in project funding is anticipated to come from the Golden LEAF Foundation. The City intends to contribute the remaining $240,000 using existing funds in the Water and Sewer Capital Reserve Fund (459) which have been previously earmarked by City Council for economic development purposes.

Budget Impact: $ 800,000 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

This is a new economic development related expense which is anticipated to be funded through $560,000 in grant revenue and $240,000 in existing reserves (currently earmarked for economic development).

Suggested Motion:

I move City Council resolve to adopt the Grant Project Ordinance for the Golden Leaf Water and Sewer Project.

Attachments:

1. Grant Project Ordinance

Agenda

Ordinance #_____

GRANT PROJECT ORDINANCE FOR
THE ACQUISITION, CONSTRUCTION AND INSTALLATION
OF THE GOLDEN LEAF WATER AND SEWER PROJECT

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 infrastructure project described as the Golden Leaf Water and Sewer project.

Section 2: The following amounts are appropriated for the project:

Account Codes				**Account Name**	**Total Budget**
Fund	Dept.	Acct.	Proj.		
460	1014	550103	G2022	Capital Outlay - CIP	$ 800,000
				Total Project Appropriation	**$ 800,000**

Section 3: The following revenues are anticipated to be available via grant revenue and existing reserves for project expenses:

Account Codes				**Account Name**	**Total Budget**
Fund	Dept.	Acct.	Proj.		
460	0000	420050	G2022	Grant Revenue - Golden Leaf	$ 560,000
460	0000	470100	G2022	Transfer In (from Fund 459)	$ 240,000
				Total Project Revenue	**$ 800,000**

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

Section 5: Funds may be advanced from the Water and Sewer Fund 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.

Agenda

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this seventh day of January, 2021

_____
Barbara G. Volk, Mayor

ATTEST:

_____
City Clerk

Approved as to form:

_____
City Attorney

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 12/21/20

Presenter: Brent Detwiler

Title of Item: NCDOT Sidewalk Agreement for U-5887 Highland Lake Road

Nature of Item: Council Action

Council Meeting Date: 1/7/21

Summary of Information/Request:

Item # 5I

NCDOT will soon be making improvements to Highland Lake Road from Spartanburg Highway to Greenville Highway (Project U-5887). As part of the project they will add sidewalks along portions of Highland Lake Road within the Hendersonville City Limits. Note that per NC statute the City is responsible for 30% of the costs associated with the sidewalk improvements.

We have attached a copy of the sidewalk agreement and ask that you allow the City Manager to execute the agreement.

Suggested Motion(s):

I resolve to approve the NCDOT Sidewalk Agreement for U-5887 Highland Lake Road; and to authorize the City Manager to execute the finalized agreement for said work; as presented and recommended by staff.

Budget Impact: $ 4,495.20 Is this expenditure approved in the c Agenda year budget? No If no, describe how it will be funded.

Project Number:

N/A

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

Sidewalk Agreement including Exhibits

Agenda

NORTH CAROLINA

HENDERSON COUNTY

NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

AND

CITY OF HENDERSONVILLE

TRANSPORTATION IMPROVEMENT PROJECT – MUNICIPAL AGREEMENT WITH BETTERMENTS

DATE: 10/23/2020

TIP #: U-5887

WBS Elements: 44634.3.1

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Hendersonville, a local government entity, hereinafter referred to as the "Municipality".

W I T N E S S E T H:

WHEREAS, the Department has plans to make certain street and highway constructions and improvements within the Municipality under Project U-5887, in Henderson County; and,

WHEREAS, the Department and the Municipality have agreed that the municipal limits, as of the date of the awarding of the contract for the construction of the above-mentioned project, are to be used in determining the duties, responsibilities, rights and legal obligations of the parties hereto for the purposes of this Agreement; and

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly, including but not limited to, the following legislation: General Statutes of North Carolina (NCGS), Section 136-66.1, Section 160A-296 and 297, Section 136-18, and Section 20-169, to participate in the planning and construction of a Project approved by the Board of Transportation for the safe and efficient utilization of transportation systems for the public good; and

WHEREAS, the parties to this Agreement have approved the construction of said Project with cost participation and responsibilities for the Project as hereinafter set out.

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

SCOPE OF THE PROJECT

1. The Project consists of upgrades to Highland Lake Road (SR 1783) from NC 225 to US 176 in Henderson County.

2. At the request of the Municipality, and in accordance with the Department's *Pedestrian Policy Guidelines* and *Complete Streets Policy*, the Department shall include provisions in its construction contract for construction of sidewalk from the Railroad Track to Ingles and in front of Meadow Garden Apartments. Said work shall be performed in accordance with the Department's policies, procedures, standards, and specifications, and the following provisions.

PLANNING AND DESIGN

3. The Department shall prepare the environmental and/or planning document, and obtain any environmental permits needed to construct the Project, and prepare the Project plans and specifications needed to construct the Project. All work shall be done in accordance with departmental standards, specifications, policies and procedures.

RIGHT OF WAY

4. The Department shall be responsible for acquiring any needed right of way required for the Project. Acquisition of right of way shall be accomplished in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

5. It is understood by both parties that all work for the betterments shall be performed within the existing right of way. However, should it become necessary, the Municipality, at no expense or liability whatsoever to the Department, shall provide any needed right of way and or construction easements for the construction of the betterments, and remove from said rights of way all obstructions and encroachments of any kind or character. Acquisition of any needed right of way shall be performed in accordance with the following state and federal policies and procedures, "Right of Way Acquisition Policy and Land Acquisition Policy, contained in the Federal-Aid Policy Guide, Part 712, Subpart B", and the North Carolina Right of Way Manual (Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970). The Department shall be indemnified and held harmless from any and all damages and claims for damages associated with the acquisition of any construction easements and/or right of way.

UTILITIES

RESPONSIBILITIES

6. The Municipality shall be responsible for the relocation and adjustment of all municipally-owned utilities in conflict with the Project and shall exercise any rights that it may have under any franchise to effect all necessary changes, adjustments, and relocations of communications and

electric power lines; underground cables, gas lines, and, and other pipelines or conduits, or any privately- or publicly-owned utilities.

A. Said work shall be performed in a manner satisfactory to the Department prior to the Department beginning construction of the Project. The Municipality shall make every effort to promptly relocate said utilities in order that the Department will not be delayed in the construction of the Project.

B. The Municipality shall make all necessary adjustments to house or lot connections or services lying within the right of way or construction limits, whichever is greater, of the Project.

C. The Department, where necessitated by construction, will make vertical adjustments of two (2) feet or less to the existing manholes, meter boxes, and valve boxes at no expense to the Municipality.

D. The Department shall not be liable for any work that the Municipality undertakes with respect to said utility relocation.

COSTS AND FUNDING

7. If applicable, the Department will reimburse the Municipality in accordance with NCGS 136-27.1. A separate utility agreement may be prepared to address these costs and payment terms.

UTILITY RELOCATION BY DEPARTMENT

8. If the Municipality requests the Department to include the relocation and/or adjustment of municipally owned utilities in its construction contract provisions, and the Department agrees, then a separate utility agreement will be prepared to state the cost estimate and the reimbursement terms. The Municipality shall reimburse the Department all or a portion of the costs associated with said relocation, in accordance with NCGS 136-27.1. Reimbursement will be based on final project plans and actual costs of relocation.

CONSTRUCTION

9. The Department shall construct, or cause to be constructed, the Project in accordance with the plans and specifications of said Project as filed with, and approved by, the Department. The Department shall administer the construction contract for said Project.

MAINTENANCE

10. Upon completion of the Project:

    A. The Department shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the "Policy on Street and Driveway Access to North Carolina Highways", and departmental criteria.

    B. The roadway improvement(s) shall be a part of the State Highway System and owned and maintained by the Department.

11. The Municipality, at no expense to the Department, shall assume all maintenance responsibilities for the betterments and release the Department from all liability relating to such maintenance.

BETTERMENT COSTS AND FUNDING

12. The Municipality shall participate in the Betterment costs of the Project as follows:

    A. In accordance with the *Pedestrian Policy Guidelines*, the Municipality shall reimburse the Department thirty percent (30%), of the actual cost, including administrative costs, of the work associated with the construction of the pedestrian facilities. The Department shall participate in seventy percent (70%) of the actual cost of the pedestrian facilities for that portion of the project within the corporate limits, where new pedestrian facilities are to be installed. The estimated cost of the pedestrian facilities is $14,984.00. The estimated cost to the Municipality is $4,495.20. Both parties understand that this is an estimated cost and is subject to change.

    B. Upon completion of the Project, the Department will invoice the Municipality for their share of the actual costs of the Betterments. Reimbursement to the Department shall be made in one final payment within sixty days of invoicing by the Department. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS § 147-86.23.

    C. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment herein above provided, NCGS § 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by NCGS § 136-41.1 until such time as the Department has received payment in full under the reimbursement terms set forth in this Agreement

ADDITIONAL PROVISIONS

13. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

14. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.

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

16. All terms of this Agreement are subject to available departmental funding and fiscal constraints.

17. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

18. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

19. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

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

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

Agenda

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

L.S. ATTEST:

BY: _____

TITLE: _____

DATE: _____

CITY OF HENDERSONVILLE

BY: _____

TITLE: _____

DATE: _____

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: _____
(FINANCE OFFICER)

(SEAL)

Federal Tax Identification Number

_____

Remittance Address:

City of Hendersonville

_____

_____

DEPARTMENT OF TRANSPORTATION

BY: _____
(CHIEF ENGINEER)

DATE: _____

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

PROJECT REFERENCE NO.	SHEET NO.
U-5887	7
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

NORTH CAROLINA PROFESSIONAL SEAL 26960 ENGINEER REECE M. SCHULER

NORTH CAROLINA PROFESSIONAL SEAL 047435 ENGINEER JON C. FORD

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

Agenda

-PATH2- CURVE DATA

PI Sta 12+38.85	PI Sta 14+37.5[illegible]	PI Sta 15+61.28	PI Sta 17+06.54
Δ = 10° 33' 37.4" (LT)	Δ = 25° 27' 5[illegible] (RT)	Δ = 48° 42' 05.1" (LT)	Δ = 81° 33' 18.9" (RT)
D = 4° 29' 37.6"	D = 15° 54' 59[illegible]	D = 57° 17' 44.8"	D = 114° 35' 29.6"
L = 235.00'	L = 160.00'	L = 85.00'	L = 71.17'
T = 117.83'	T = 81.34'	T = 45.26'	T = 43.12'
R = 1,275.00'	R = 360.00'	R = 100.00'	R = 50.00'

DETAIL 5
SPECIAL CUT DITCH
(Not to Scale)

Natural Ground; 2:1; D; 4:1 or Flatter; Front Ditch Slope; Min. D=1.0 Ft.

FROM PATH 2 STA. 11+00 TO STA. 14+50 RT

THE CONTRACTOR SHALL COORDINATE THE SURFACE LAYER SCREENINGS WITH THE VILLAGE OF FLAT ROCK FOR COMPATIBILITY WITH APPEARANCE WITH EXISTING SURFACE MATERIALS IN THE PARK

SEE SHEET 10 FOR -L- PROFILE
SEE SHEET 12 FOR -Y3- PROFILE
SEE SHEET 12 FOR -Y5- PROFILE
SEE SHEET 13 FOR -Y6- PROFILE
SEE SHEET 13 FOR -Y7- PROFILE
SEE SHEET 14 FOR -PATH2- PROFILE

NAD 83/2011

-Y6 POT Sta.10+00.00
-TRK- PT STA.10+00.00
-PATH2- PC Sta.11+21.02
-PATH2- PRC Sta.13+56.02
-PATH2- PT Sta.16+01.02
-PATH2- PT Sta.17+34.59
-PATH2- PRC Sta.15+16.02
-PATH2- POT Sta.17+71.81
-Y5- PT Sta.11+39.47
BEGIN CONSTRUCTION
-Y6- STA.11+60.00
-L- PC Sta.47+04.34
-PATH2- PC Sta.16+63.42
-Y5- STA.10+00.00=
-Y6- STA.11+86.46
-L- PRC Sta.53+43.00
-L- PT Sta.43+74.75
-L- STA.53+30.36=
-Y7- PT Sta.10+00.00
-Y6 PC Sta.12+00.31
PCC Sta.51+71.70
-Y6- PT Sta.12+88.01
-L- STA.48+83.56=
-Y6- POT Sta.12+94.91
-L- STA.47+89.80=
-Y5- PT Sta.11+79.50
-L- STA.49+46.80=
-TRK- STA.13+43.54
-Y7 PT Sta.10+88.72
END CONSTRUCTION
-Y7- STA.11+00.00
-Y7- PC Sta.10+14.79
-L- STA.42+49.50=
-Y3- POT Sta.10+00.00
-TRK- PT STA.13+94.79
END CONSTRUCTION
-Y3- STA.11+50.00
-L- PRC Sta.49+05.30
-TRK- PRC STA.15+10.01
-TRK- PRC STA.16+84.72
-Y7 POT Sta.13+23.89

MATCH LINE -L- STA.42+00.00 SEE SHEET 6
MATCH LINE -L- STA.55+00.00 SEE SHEET 8

THE VILLAGE OF FLAT ROCK DB 1538 PG 202
HIGHLAND GOLF VILLAS HOMEOWNERS ASSOC. INC. DB 1150 PG 499
ROWN, LLC DB 1383 PG 132
MARK R. GMYREK DB 1322 PG 368
JAMES GILLILAND DB 1059 PG 646
INGLES MARKETS INC. DB 861 PG 253
CHARLES GUDGER DB 1499 PG 600
VICTOR BULLARD DB 1499 PG 600
DONALD HUNTER DB 678 PG 503
MILDRED H. COOPER DB 1318 PG 562
JIMMY DALE FREEMAN DB 1250 PG 120
HIGHLAND LAKE INC. DB 999 PG 99

VILLAGE OF FLAT ROCK
HENDERSON COUNTY
HENDERSONVILLE CITY LIMITS

DETAIL 4
CUT DITCH
(Not to Scale)

Natural Ground; 2:1; D; 4:1 or Flatter; Front Ditch Slope; Min. D= 1 Ft.

FROM RT STA. 49+76 TO RT STA. 50+95

-Y5- CURVE DATA	-Y6- CURVE DATA	-Y7- CURVE DATA
PI Sta 11+16.71	PI Sta 12+45.45	PI Sta 10+52.77
Δ = 51° 05' 31.9" (LT)	Δ = 33° 29' 53.9" (LT)	Δ = 32° 35' 04.2" (RT)
D = 104° 10' 26.9"	D = 38° 11' 49.9"	D = 44° 04' 25.2"
L = 49.04'	L = 87.70'	L = 73.93'
T = 26.29'	T = 45.14'	T = 38.00'
R = 55.00'	R = 150.00'	R = 130.00'
DS = SC	DS = SC	DS = SC
e = NC	e = NC	e = NC
R.O. = 24'	R.O. = 24'	R.O. = 24'

-L- CURVE DATA

PI Sta 48+08.49	PI Sta 50+47.67	PI Sta 52+75.13	PI Sta 54+76.00
Δ = 37° 08' 33.1" (RT)	Δ = 50° 02' 43.2" (LT)	Δ = 6° 29' 13.7" (LT)	Δ = 21° 16' 34.3" (RT)
D = 18° 28' 57.0"	D = 18° 47' 07.8"	D = 3° 08' 22.2"	D = 11° 01' 06.3"
L = 200.96'	L = 266.40'	L = 206.63'	L = 193.10'
T = 104.15'	T = 142.37'	T = 103.43'	T = 97.67'
R = 310.00'	R = 305.00'	R = 1,825.00'	R = 550.00'
DS = 30 MPH **	DS = 30 MPH **	DS = 40 MPH	DS = 35 MPH
e = 0.04	e = 0.04	e = 0.02	e = 0.04
R.O. = 77'	R.O. = 77'	R.O. = 38.50'	R.O. = 77'

PARCEL 11 WILL BE A TOTAL TAKE

R=5' AND OFFSET 15' FOR 2'-6" C&G AT -TRK-

** DESIGN EXCEPTION FOR HORIZONTAL CURVE REQUIRED

HENDERSON COUNTY
CITY OF HENDERSONVILLE

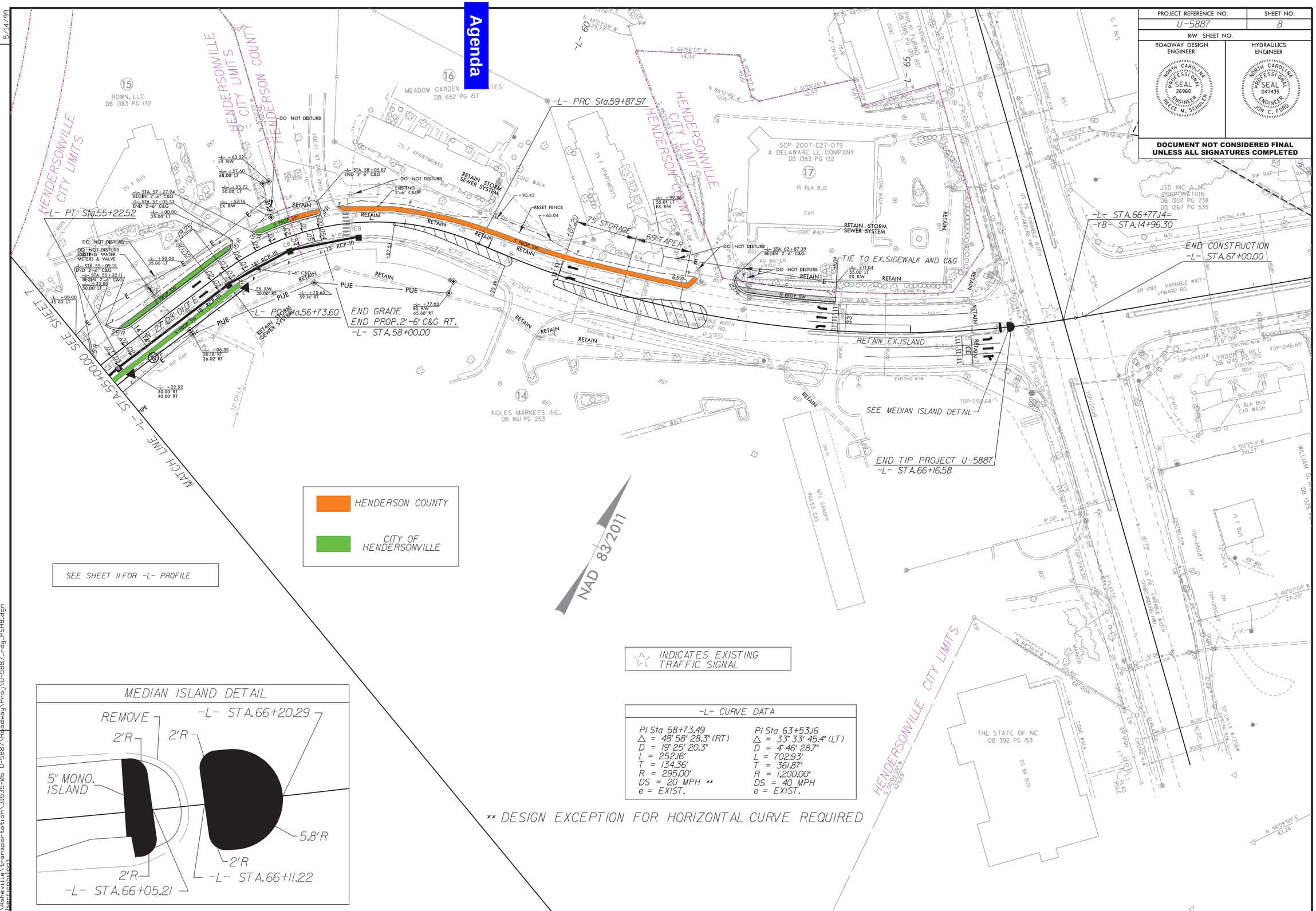
REVISIONS 5/14/99

9/28/2020 12:13:41 PM
U:\Projects\Transportation\31535-06 U-5887\Roadway\Proj\U-5887_rdy_PSH7.dgn
jsericolbert

Agenda

PROJECT REFERENCE NO.	SHEET NO.
U-5887	8
R/W SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER
NORTH CAROLINA PROFESSIONAL SEAL 26960 ENGINEER BRICE M. SCHULER	NORTH CAROLINA PROFESSIONAL SEAL 047435 ENGINEER JON C. FORD

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED



-L- CURVE DATA

PI Sta 58+73.49	PI Sta 63+53.16
Δ = 48° 58' 28.3" (RT)	Δ = 33° 33' 45.4" (LT)
D = 19° 25' 20.3"	D = 4° 46' 28.7"
L = 252.16'	L = 702.93'
T = 134.36'	T = 361.87'
R = 295.00'	R = 1,200.00'
DS = 20 MPH **	DS = 40 MPH
e = EXIST.	e = EXIST.

** DESIGN EXCEPTION FOR HORIZONTAL CURVE REQUIRED

REVISIONS

5/14/99

9/28/2020 12:17:12 PM
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CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 12/22/20

Presenter: Brent Detwiler

Title of Item: Amendment 5 of the French Broad River Intake Project Engineering Agreement

Nature of Item: Council Action

Council Meeting Date: 1/7//21

Summary of Information/Request:

Item # 5J

The French Broad River Intake Project is currently bidding and will be tentatively awarded at the February 4, 2021 City Council Meeting. The attached proposal is submitted for your review and approval to complete construction administration services for this very important water source capacity and redundancy project funded through the State Revolving Fund (SRF) loan program. This will be an amendment to the existing agreement between the City and Black & Veatch, originally entered in 2017.

Suggested Motion(s):

I resolve to approve Amendment 5 to the Black & Veatch engineering agreement for the French Broad River Intake Project and to authorize the City Manager to execute the Amendment for said work; as presented and recommended by staff.

Budget Impact: $ 844,300 Is this expenditure approved in the Agenda year budget? N/A If no, describe how it will be funded.

Project Number:

16007

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

Black and Veatch Engineering Amendment 5 for the French Broad River Intake Project

Agenda

AMENDMENT 5
ATTACHMENT A
SCOPE OF SERVICES

Project: French Broad River Intake and Pumping Station

Project DESCRIPTION

The French Broad River Intake and Pumping Station project (Project) generally consists of the construction of intake, pumping station, and connection to existing 30" raw water transmission main to supply raw water to the City of Hendersonville Water Treatment Plant. The intake is located on the bank of the French Broad River and includes raw water screening, micropile supported foundation, and pipe/sheet pile bank stabilization and erosion protection system. The pumping station consists of an elevated operating level containing 3-5 MGD vertical diffusion vane pumps, electrical room, office, engine generator, surge tank, and associated piping and appurtenances. On behalf of City, Engineer will provide construction administration and observation services for the Project.

The Scope of services is anticipated to be performed as follows:

- Construction Administration April 2021 to December 2022 (20 months)
- Resident Field Observation April 2021 to December 2022 (20 months)

SCOPE OF SERVICES

The services to be performed by the Engineer consist of construction phase support services as specifically identified below.

A. General Administration of Construction Contract:

Engineer shall perform services on a part-time basis during the construction phase of the Project. The Construction Phase will commence with the execution of the Construction Contract for the Project for a period of 20 months to achieve final completion. Duties and responsibilities of Engineer during the construction phase are listed below.

1. Provide project management and administration for a 20-month period to:

   a. Correspond and consult with City,
   b. Coordinate activities of the project team,
   c. Develop and implement specific work plans, procedures and a quality control and quality assurance plan, and
   d. Provide overall project direction to Engineer's personnel to meet City's objectives.
   e. Maintain a project filing system throughout the life of Project to use for storage and retrieval of project documents.

f. Prepare monthly invoices and status reports to document Project progress.

2. Coordinate with City to issue "Notice to Proceed" to Contractor. Notice to Proceed shall clearly state date of Notice to Proceed, Contract Substantial and Final Completion Dates, and any interim completion dates that have been established in the Construction Contract.

3. Organize and administer a Pre-Construction Conference and record minutes of conference for distribution to City and Contractor.

4. Schedule and attend monthly progress meetings to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the Project. Preside at the monthly construction progress meeting. Record and distribute minutes of the monthly progress meetings.

5. Review Contractor's schedule for the construction phases of Project. The schedule will be reviewed with the City and finalized, with copies sent to the City. Coordinate Engineer's services with the construction schedule.

6. Consult with and advise City and act as City's representative as set forth herein and as provided in the General Conditions and Supplementary General Conditions of the Contract for Construction included in the Contract Documents for the Project. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Contract Documents shall not be modified, except as Engineer and City may otherwise agree in this document or by a written amendment to this Agreement signed by the parties.

7. City's instructions to the Contractor(s) shall be issued through Engineer who shall have the authority to act on behalf of City in dealings with Contractor to the extent provided in this Agreement, except as otherwise provided in writing.

8. Make periodic visits to the construction site, observe with reasonable care progress of the Work, and consult with the City and the Contractor concerning problems and progress of the Work (Assumes site visits are limited to two (2) per month by an engineer). Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, procedures of construction selected by Contractor or for safety and environmental programs and precautions incident to the Work. Engineer shall not be responsible for the failure of the Contractor, his Subcontractors or any other persons performing any of the Work to comply with laws, rules, regulations,

ordinances, code or orders, or for failure of any of them to carry out the Work in accordance with the Contract Documents. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

9. The purpose of Engineer's visits to and representation by the Resident Project Representative at the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for City a greater degree of confidence that the completed work of Contractor will conform to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor.

10. Make recommendations to City concerning the rejection of Contractors' Work while it is in progress if Engineer believes that such Work does not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as a functional whole as reflected in the Contract Documents. Engineer shall have access to the Work at all times wherever it is in preparation or progress.

11. Review, with reasonable care and for conformity to the construction Contract Documents, shop drawings, schedules, O&M manuals, resubmittals and other data submitted by the Contractor as required by the construction Contract Documents. Engineer's review shall not relieve the Contractor of any of their contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. Engineer's review of subsequent re-submissions due to the Contractor's failure to provide all previously requested corrected data or additional information will be considered Supplemental Services. The construction Contract Documents will require the Contractor to reimburse the City for these Supplemental Services.

12. Interpret construction Contract Documents when requested by City or the Contractor. Evaluate and respond to request for information (RFI) from Contractor. For budgeting, 50 requests for information were estimated.

13. Provide documentation and administer the processing of change orders (not to exceed 3) and work change directives, including applications for extensions of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the Work. Said negotiation shall be subject to the approval of the City.

14. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

15. Act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work and render formal written decisions on all claims of City and Contractor relating to the acceptability of the Contractor's Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Contractor's Work. In rendering such decisions, Engineer shall be fair and not show partiality to City or Contractor and not be liable for the results of any such interpretations or decisions rendered in good faith.

16. Review and process the Contractor's monthly payment requests, and forward to the City if appropriate. Engineer's review shall be for the purpose of making an independent mathematical check of the Contractor's payment request. Engineer will assess whether the progress of the Work is consistent with the requirements of the construction schedules submitted by the Contractor at the time of Contractor's payment requests. Nothing herein shall confer liability upon Engineer for Contractor's completion of Project according to Contract Schedules.

17. Assist City in completing forms for funding agency partial/final payment requests, review of Application for Payment for compliance with funding agency requirements, and coordination with funding agency during construction period. Engineer will not be responsible for failure of Construction Contracts to comply with SRF Loan Requirements but will merely administer the projects and notify City if compliance issues arise. Engineer will assist City in deciding the best resolution for any compliance issues that arise and work with NCDEQ – DWI to fulfill the necessary requirements

18. Specialty Inspections. In accordance with Chapter 17 of the 2018 North Carolina Building Code, specialty inspections of certain geotechnical, structural, and architectural components are required. Engineer shall perform the specialty inspection services, supported by subconsultant.

19. Specialty Inspections for Micropiles, Pipe Pile/Sheet Pile Walls, and Tie Rod Installation. Engineer will retain Subconsultant to provide field observation services. Field observation level of effort based on estimated production rate for installation of these items by Contractor.

    a. <u>Micropiles</u>: Observation of micropile installation for intake structure and tie rod anchorage for total of 132 hours. Confirm piles are installed in proper location and tolerance; piles are drilled to required depth using specified drilling methods; reinforcing steel is specified steel grade and size, and is inserted to bottom of bond zone of pile;

grouting is performed as specified; grout samples are collected and tested to verify compressive strength meets specification requirements (material testing by City); and pile reinforcing and casing are cut off to the elevations indicated on the Drawings.

b. Pipe Pile/Sheet Pile Walls: Observation of installation of pipe pile/sheet pile wall for total of 80 hours. Confirm that piles are installed within specified horizontal location; in specified vertical alignment; and driven to the proper tip elevation without overstressing the steel.

c. Pipe Pile/Sheet Pile Tie Rod Installation: Observation of tie rod installation for pipe pile/sheet pile wall for a total of 16 hours. Confirm tie rods connected to pipe piles and anchor block in accordance with the Drawing and tie rods are tensioned to specified load.

20. Material Testing. City will retain a separate firm to conduct field testing of concrete, asphalt, soil and aggregate materials and other materials testing. Engineer will coordinate with the Owner's materials testing firm.

21. Furnish the Contractor with an electronic file with baselines and control points that may be used as datum for the work. Actual construction staking will be done by the Contractor.

22. Work related to unusually complex or unreasonably numerous claims is covered in Supplemental Services. Engineer has designed the French Broad River Intake to allow for modest changes in the locations and configuration of the micropile deep foundation system and pipe/sheet pile bank stabilization system and has included effort in this scope of services to allow for the evaluation and modifications of the placement within the allowable changes of the current structural design. Evaluation of numerous modifications and/or evaluation and redesign of all or any portion of the structure resulting from micropile or other foundation systems will be considered Supplemental Services.

23. Receive, review, and transmit to City with written comments maintenance and operating instructions, schedules, guarantees, certificates of insurance, marked-up record drawings (including Shop Drawings, samples and other data), bonds, certificates of inspection and tests and approvals of equipment which are to be provided by Contractor in accordance with the Contract Documents. Determine that their content complies with the requirements of the Contract Documents.

24. Following notice from Contractor that Contractor considers the entire work ready for its intended use, Engineer and City, accompanied by Contractor,

shall conduct a walk-through to determine if the work is substantially complete. If the entire work is deemed suitable for its intended use, Engineer shall deliver a notice of completion to City and Contractor. If work is not deemed suitable, Engineer shall provide in writing a list of deficiencies to be corrected before the work can be deemed Complete. Engineer shall re-inspect the work when the Contractor provides in writing a statement that all deficiencies have been corrected.

25. Conduct a final construction review to determine if the completed Work is acceptable to Engineer and City so that Engineer may recommend, in writing, final payment to Contractor and may give written notice to City and Contractor that the Work is acceptable, subject to any conditions therein expressed. Accompanying the recommendation for final payment, Engineer shall indicate that the work is acceptable to the best of Engineer's knowledge, information and belief and based on the extent of the services performed and furnished by Engineer under this Agreement.

26. Prior to final payment to the Contractor, and in company with the City, Engineer shall visit the Project to observe any apparent defects in the completed work, assist City in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective work.

27. After determining that the completed Work is acceptable, issue a written Notice of Acceptance to the Contractor. Notice shall establish the completion date.

28. Receive, review, and approve Contractor's final payment request. Prepare a final adjusting change order to be signed by the Contractor and submitted to the City with the final pay request.

29. Provide Engineer's certification that the work has been completed substantially in accordance with the plans and specifications.

30. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their Subcontractors, Suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

31. Review changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractor to Engineer. Engineer shall deliver Contractor's hand marked construction set to the City.

B. Resident Field Observation

Following the Notice to Proceed, Engineer shall provide a Resident Project Representative (RPR) to monitor construction by the Contractor and to perform the duties listed herein. It is anticipated that Engineer will provide one (1) Senior RPR employed by Engineer to visit site for one (1) day every other week, not to exceed 40 site visits. The purpose of the site visits by Senior RPR is to provide guidance and support to Subconsultants RPR. Through a subcontract, Engineer will provide the services of a part-time RPR for a period of 16 months (70 weeks) at an average of 20 hours per week (Not to exceed 1400 hours).

1. City and Engineer agree that representation at the site shall be provided. Engineer shall provide Resident Project Representatives to assist Engineer in observing the progress and quality of the work of the Contractor. Field representation shall be on a part-time basis. Engineer shall notify City promptly if above level of field representation is insufficient to observe work as defined by Engineer and City.

2. The duties, responsibilities and limitations of authority of such Project Representatives shall be described in the EJCDC General Conditions of the Contract Documents and as detailed herein.

3. Through Site observations of the Work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, Engineer shall use reasonable effort to provide further protection for City against defects and deficiencies in the work of Contractor. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by Contractor, for safety procedures and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

   The duties and responsibilities of the Resident Project Representative are limited to those of Engineer in Engineer's Agreement with the City and in the construction Contract Documents as set forth herein and are further limited and described as follows:

   a. General

      Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer

with Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor, keeping City advised as necessary. Resident Project Representative's dealing with Contractor's subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with City with the knowledge of and under the direction of Engineer.

b. Duties and Responsibilities of Resident Project Representative

1) Liaison: Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as City's liaison with Contractor when Contractor's operations affect City's on-site operations.

2) Assist in obtaining from City additional details or information when required for proper execution of the Work.

c. Review of Work, Rejection of Defective Work, Observations and Tests:

1) Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is proceeding in accordance with the Contract Documents.

2) Report to Engineer whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any observation, test or approval required to be made; and advise Engineer of Work that Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, observation or approval.

3) Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.

4) Accompany visiting observers representing public or other agencies having jurisdiction over the Project, record the results of these observations and report to Engineer.

5) Coordinate and review the results of tests made by the Owner's soils and materials testing sub-consultant and laboratory.

6) Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

d. Records:

1) Prepare a daily report, keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

2) Record names, addresses and telephone numbers of Contractors, subcontractors and major suppliers of materials and equipment.

e. Reports:

1) Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

2) Consult with Engineer in advance of scheduled major tests, observation or start of important phases of the Work.

3) Report immediately to Engineer and City the occurrence of any accident.

f. Completion:

1) Before Engineer issues a Certificate of Substantial Completion, prepare and submit a list of observed items requiring completion or correction. This list shall be transmitted to Contractor by Engineer.

2) Conduct a final observation in the company of Engineer, City and Contractor and prepare a final list of items to be completed or corrected.

3) Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

4. Limitations of Authority by Resident Project Representative -- Resident Project Representative:

a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.

b. Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.

c. Shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers or Contractor's superintendent.

d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.

e. Shall not accept Shop Drawing or Sample submittals from anyone other than Contractor.

f. Shall not authorize City to occupy the Project in whole or in part.

g. Shall not participate in specialized field or laboratory tests or observations conducted by others except as specifically authorized by Engineer.

City and Engineer acknowledge that the Contractor shall be solely responsible for all construction means and methods, including all safety and environmental procedures and programs necessary in connection with the Work and Services. However, should the Engineer's Resident Project Representative have actual knowledge that a condition exists at the site which he knows to be in violation of OSHA or other established safety regulations or which may lead to imminent danger of injury or death, the Resident Project Representative shall notify a representative of the Contractor of the observed conditions. If, to the best of the Engineer's actual knowledge and belief the conditions are not promptly corrected, the Resident Project Representative shall notify the City and the OSHA

enforcement agency. To the extent that this section conflicts with any other provisions of this Attachment A, Engineer's Agreement with the City, or the construction Contract Documents, the provisions of this section shall control in every instance. No provision of the construction Contract Documents, nor amendment of this Attachment A, or Engineer's Agreement with City, shall be construed to amend or otherwise modify the provisions of this section without express and specific reference to this section.

C. Supplemental Services

Any work requested by City that is not included in one of the items listed in any other phase will be classified as supplemental services. Supplemental services may include, but are not limited to:

1. Additional meetings with local, State, or Federal agencies to discuss the project.
2. Conform Contract Documents to incorporate addenda and assemble contracts for construction, materials, equipment and services.
3. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
4. Special consultants or independent professional associates required by City.
5. Changes in the general scope, extent, or character of the project, including, but not limited to:
    a. Changes in size or complexity.
    b. Method of financing.
    c. City's schedule, design, or character of construction.
    d. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.
6. Additional Construction Phase Services beyond the number of hours scheduled and budgeted in the scope of services.
7. Additional permitting or regulatory meeting assistance. Payment of permitting fees.
8. Value engineering reviews or services.
9. Revisions of design, Drawings, and Specifications to incorporate changes arising from value engineering type reviews.
10. Survey and staking in addition to the services provided in the scope.
11. Hazardous materials testing and subsequent provisions for hazardous material handling and disposal.
12. Special Inspections including welding, torque adjustment, etc.
13. Completion of harmonic analysis or electrical coordination study.
14. Equipment procurement services.

15. Special consultants or independent professional associates requested or authorized by City.
16. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions, in connection with bid protests, change orders or construction incidents.
17. Appearances at public hearings or before special boards.
18. Assistance in financially related transactions for the project other than those specifically included in the scope of services.
19. Extended services during construction made necessary by (1) work damage by fire or other cause during construction, (2) a significant amount of defective or neglected work by and Contractor or manufacturer, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the Work within the construction contract time.
20. Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the Work.
21. Operations and Maintenance manuals and operations training and startup assistance.
22. Special reports requested by City concerning facilities operations and personnel matters during the operation startup period.
23. Construction phase service in excess of the number of months indicated above.
24. Assistance during the correction period and warrantee period.
25. Assistance with and travel for witness testing of equipment.
26. Preparation of Record Drawings

Agenda

AMENDMENT 5

ATTACHMENT B

Project: French Broad River Intake and Pumping Station

COMPENSATION

Work performed will be invoiced on a billing rate basis at the rates provided herein. Base services are estimated to be $844,300.00 and the total amount of billings will not be exceeded unless authorized by the Owner in writing.

For Supplemental Services, City and Engineer will negotiate a written amendment to this Agreement for the additional services.

Engineer will submit to City invoices for Services performed over a monthly period. City agrees to pay Engineer's invoice upon receipt. Invoices will be in Engineer's standard format.

AMENDMENT 5 - ATTACHMENT B
Billing Rate Schedule

For the Scope of Services, Owner will compensate ENGINEER in accordance with the Bill Rate Schedule below, plus reimbursable expenses times 1.0, plus subconsultant expenses times 1.10. The maximum billed for these services shall not exceed the amount shown in the Task Order without further written approval from the Owner. Standard hourly rates are subject to review and adjustment annually. Hourly rates effective on the date of this Agreement are as follows:

HOURLY RATE SCHEDULE Effective through December 31, 2021	
Principal	$255-300
Sr. Planning Manager	$220-275
Sr. Project Manager	$220-275
Project Manager	$190-250
Sr. Engineering Manager	$200-265
Engineering Manager	$180-230
Sr. Engineer	$195-270
Project Engineer	$155-210
Staff Engineer 4	$145-180
Staff Engineer 3	$135-170
Staff Engineer 2	$125-150
Staff Engineer 1	$100-135
Sr. Architect	$160-220
Architect	$140-180
Sr. Construction Manager	$175-230
Construction Manager	$150-190
Resident Project Representative	$120-180
Construction Inspector	$80-150
Technical Specialist	$170-280
Sr. Engineering Technician	$155-190
Engineering Technician	$105-155
Sr. Drafter	$95-150
Drafter	$80-120
Project Controls	$100-185
Finance/Accountant	$95-175
Project Administrator	$95-125
Clerical	$74-105

The following expenses are reimbursable work items and will be billed at cost: bulk reproduction of documents (outside reproduction services will be treated as a subconsultant); charges for review of drawings and specifications by government agencies, if any; vehicular transportation costs at the rate established by the Internal Revenue Service; airline tickets, meals, and lodging with out-of-town travel.

Agenda

Owner: Hendersonville, City of

Project: New French Broad River Intake and Pumping Station

PHASE/Task		Project Manager	Admin	Sr. Engineering Manager	Civil Engineer	Resident Project Representative	Structural Sr. Engineer	Structural Engineer	Senior Architect	Architect	Bldg Mech Sr. Engineer	Proc Mech Director/QC	Proc Mech Sr. Engineer	Proc Mech Engineer	Electrical Director/QC	Electrical Engineer	I&C Sr. Engineer	I&C Engineer
(Billing Rate, $$,Hr.)		$240.00	$100.00	$215.00	$140.00	$150.00	$227.00	$152.00	$227.00	$155.00	$190.00	$273.00	$177.00	$146.00	$258.00	$239.00	$196.00	$131.00
WORK BREAKDOWN STRUCTURE	**PHASE**																	
PROJECT ADMINISTRATION	4000	80	80	160	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CONSTRUCTION ADMINISTRATION	4100	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Submittal Review		-	-	90	380	-	26	75	12	28	40	2	32	60	5	60	12	28
Requests for Information		-	-	64	116	-	5	15	4	14	14	-	-	-	4	20	2	8
Contractor Schedule Review		-	-	46	32	-	-	-	-	-	-	-	-	-	-	-	-	-
Change Orders Management		24	-	45	-	-	-	-	-	-	-	-	-	-	-	-	-	-
SRF Loan Administration		4	-	24	40	-	-	-	-	-	-	-	-	-	-	-	-	-
Conformed To Construction Record Drawings		-	-	8	16	-	-	-	-	-	-	-	-	-	-	8	4	6
Closeout Documentation		-	-	40	60	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
FIELD SUPPORT	4200	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Pre-construction Conference		4	-	6	8	16	-	-	-	-	-	-	-	-	-	4	-	-
Construction Progress Review Meetings		20	-	65	80	-	-	-	-	-	-	-	-	-	-	40	-	-
Site Visits		20	-	100	220	-	-	-	-	-	-	-	-	-	-	60	-	-
Specialty Inspections		-	-	-	-	80	80	96	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
RESIDENT PROJECT REPRESENTATIVE	43400	-	-	-	-	350	-	-	-	-	-	-	-	-	-	-	-	-
		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total, Hours		**152**	**80**	**648**	**952**	**446**	**111**	**186**	**16**	**42**	**54**	**2**	**32**	**60**	**9**	**192**	**18**	**42**
Total, Billings		**$ 36,480**	**$ 8,000**	**$ 139,320**	**$ 133,280**	**$ 66,900**	**$ 25,197**	**$ 28,272**	**$ 3,632**	**$ 6,510**	**$ 10,260**	**$ 546**	**$ 5,664**	**$ 8,760**	**$ 2,322**	**$ 45,888**	**$ 3,528**	**$ 5,502**

Agenda

Owner: Hendersonville, City of

Project: New French Broad River Intake and Pumping Station

PHASE/Task		Finance	Project Controls	HC Civil Sr. Engineer		SUBTOTAL, hours	SUBTOTAL, Billings $	SUBTOTAL, EXPENSES	SUBCON Elium	SUBTOTAL, SUBCONTRACTS	TOTAL Billings
(Billing Rate, $$,Hr.)		$130.00	$125.00	$225.00							
WORK BREAKDOWN STRUCTURE	**PHASE**										
PROJECT ADMINISTRATION	4000	30	56	-		406	$ 72,500	$ 2,500		$ -	$ 75,000
		-	-	-		-	$ -	$ -		$ -	$ -
CONSTRUCTION ADMINISTRATION	4100	-	-	-		-	$ -	$ -		$ -	$ -
Submittal Review		-	-	60		910	$ 154,636	$ -		$ -	$ 154,636
Requests for Information		-	-	16		282	$ 50,005	$ -		$ -	$ 50,005
Contractor Schedule Review		-	-	-		78	$ 14,370	$ -		$ -	$ 14,370
Change Orders Management		-	-	-		69	$ 15,435	$ -		$ -	$ 15,435
SRF Loan Administration		-	-	-		68	$ 11,720	$ -		$ -	$ 11,720
Conformed To Construction Record Drawings		-	-	-		42	$ 7,442	$ 2,000		$ -	$ 9,442
Closeout Documentation		-	-	-		100	$ 17,000	$ 1,000		$ -	$ 18,000
		-	-	-		-	$ -	$ -		$ -	$ -
FIELD SUPPORT	4200	-	-	-		-	$ -	$ -		$ -	$ -
Pre-construction Conference		-	-	-		38	$ 6,726	$ 500		$ -	$ 7,226
Construction Progress Review Meetings		-	-	-		205	$ 39,535	$ 10,000		$ -	$ 49,535
Site Visits		-	-	-		400	$ 71,440	$ 10,000		$ -	$ 81,440
Specialty Inspections		-	-	40		296	$ 53,752	$ 6,000	$ 30,000	$ 33,000	$ 92,752
		-	-	-		-	$ -	$ -		$ -	$ -
		-	-	-		-	$ -	$ -		$ -	$ -
RESIDENT PROJECT REPRESENTATIVE	43400	-	-	-		350	$ 52,500	$ 12,000	$ 182,000	$ 200,200	$ 264,700
		-	-	-		-	$ -	$ -		$ -	$ -
Total, Hours		**30**	**56**	**116**		**3,244**					
Total, Billings		**$ 3,900**	**$ 7,000**	**$ 26,100**			**$ 567,061**	**$ 44,000**	**$ 233,200**	**$ 233,200**	**$ 844,261**

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 12/22/20

Presenter: Brent Detwiler

Title of Item: Garrison Lane Site Improvements: Project Wheel (R6) Golden LEAF Grant Agreement

Nature of Item: Council Action

Council Meeting Date: 1/7/21

Summary of Information/Request:

Item # 5K

The Board of Directors of the Golden LEAF Foundation has approved funding for the Garrison Lane Site Improvements: Project Wheel (R6) project in the amount of $556,000.00. The grant will cover the design, permitting and construction of approximately 3,800 linear feet of 8-inch water lines to feed and provide fire flow/pressure for the Garrison Lane industrial site. The award letter and grant agreement are attached, and we are available to answer any questions you may have.

Suggested Motion(s):

I resolve to approve the Golden LEAF Foundation NCDOT Garrison Lane Site Improvements: Project Wheel (R6) Water Extension Grant and to authorize the City Manager to execute the finalized agreement for said work; as presented and recommended by staff.

Budget Impact: $ 556,000.00 Is this expenditure approved in the current year budget? Yes If no, describe how it will be funded.

Agenda

CPO and Budget Amendment also on January 7, 2021 City Council Agenda. Also note that sanitary sewer will be extended to the site and is to be funded outside of the Golden LEAF grant.

Project Number:

20022

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

Golden LEAF Garrison Lane Site Improvements: Project Wheel (R6) Water Extension Grant Award Letter and Agreement

Golden LEAF FOUNDATION
Increasing Economic Opportunity in North Carolina Since 1999

Agenda

BOARD OF DIRECTORS

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SCOTT T. HAMILTON
PRESIDENT,
CHIEF EXECUTIVE OFFICER

December 8, 2020

Mr. John Connet
City Manager
City of Hendersonville
(jconnet@hvlnc.gov)

Dear Mr. Connet:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved funding for your project, "Garrison Lane Site Improvements: Project Wheel (R6)," in the amount of $556,000.00. We trust that this support will further your work to the benefit of North Carolinians.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grants management workshop. This workshop will be held on **Wednesday, December 15 at 10am and will last about two hours.** Due to COVID-19, the grant management workshop will be held via Zoom. We recommend those who will be directly responsible for the financial and programmatic reporting for this grant to attend. Typically, this is at least two people per organization. Please **RSVP by Friday, 12/11/2020** to Brenda Smith (bsmith@goldenleaf.org) with the **names, titles, and e-mail addresses** of attendees. By the end of day Monday, 12/14/2020, a Zoom link with additional instructions will be e-mailed to registered participants.

Attached is the Grantee Acknowledgement and Agreement for the project, which includes details regarding administration of the grant, including conditions that must be satisfied prior to release of funds, the payment process, and reporting requirements. Please read your agreement carefully and take note of any special conditions that apply to your award. You may return the signed document electronically with a scan of an original signature, or through the mail.

All publicity and printed materials regarding projects or activities funded in whole or in part by this award should contain the language: **"This project received support from the Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the publicity and printed materials relating to this grant. Please contact our Communications Officer, Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org), for digital versions of the logo or for any other assistance with public relations.

301 NORTH WINSTEAD AVENUE • ROCKY MOUNT, NC 27804 • (252) 442-7474 • (888) 684-8404 • FAX (252) 442-7404
www.goldenleaf.org • Email: info@goldenleaf.org

Agenda

Please let me or any member of our programs staff know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on receiving this funding.

Sincerely,

Scott T. Hamilton

Scott T. Hamilton
President, Chief Executive Officer

SH:bs

Enclosures: as stated

cc: Mr. Brent Detwiler, PE, City Engineer (bdetwiler@hvlnc.gov)

Agenda

The Golden LEAF Foundation ("Golden LEAF")

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: City of Hendersonville

2. Project File Number & Title: FY2021-090 / Garrison Lane Site Improvements: Project Wheel (R6)

3. Purpose of Grant: This grant provides funding to the City of Hendersonville to extend public water to a new 41-acre industrial site located in East Flat Rock. A partnership comprised of Hendersonville, Henderson County, and the Economic Investment Fund of Henderson County (EIF) will acquire the property and sell a parcel to Project Wheel. Project Wheel is Jabil Inc., a global manufacturer with more than $25 billion in revenue in FY2019. At this site, Jabil will manufacture injection molded components that are used in the healthcare industry. It will create 150 new jobs over five years paying an average annual wage of $39,867, which is more than the county average of $39,512. The company will also invest $17 million in real property and $21 million in personal property at the site. Hendersonville will extend sewer to the site and the EIF will construct a road through the industrial park.

4. Amount of Grant: $556,000.00

5. Award Date: 12/3/2020 Start Date:_____

6. Special Terms and Conditions Applicable to Grant:
   a) The term of the grant is 12 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
   b) Golden LEAF funds are to be used for costs related to constructing publicly owned water infrastructure that will serve the site on which Jabil, Inc., or its affiliates or subsidiaries (the "Company") will locate and will have the capacity to serve, or be extended to serve, other sites. The infrastructure must be public infrastructure.
   c) Release of funds is contingent on the Grantee providing evidence that the Company has agreed to allow the Grantee and Golden LEAF to verify the Company's job creation and retention figures, wages, and benefits by reviewing NCUI-101 forms and/or through other means satisfactory to Golden LEAF.
   d) Release of funds is contingent on the Grantee providing evidence of an inducement agreement, performance agreement, or similar agreement demonstrating that the Company is obligated to create at least 135 new jobs with average annual wages of no less than $35,880 plus benefits including at least 50% of the cost of employee-only health insurance. The new jobs must be created by December 31, 2025 and must be located at the Company's facility served by the infrastructure constructed with funding from this grant. The agreement must include appropriate consequences should the Company fail to satisfy its obligations. The President of Golden LEAF may approve minor variations from these requirements.

7. Standard conditions on the release of grant funds:
   a) Release of grant funds is contingent on Grantee attending a Golden LEAF grant management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.

b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
c) Release of funds is contingent on Grantee submitting a project management plan ("PMP") that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.
d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).
e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.
f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.
g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.

10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any

Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section, family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of $1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of $100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.

12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or**

expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing. Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.

13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
c. The Grantee's tax-exempt status has been modified or revoked.
d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.

h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.

17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately

from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: _____ _____

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.

20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.

21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from The Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): _____

Signature: _____

Name of Person Signing (print): _____

Title of Person Signing (print): _____

Date: _____

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Angela Reece

Department: Admin

Date Submitted: 12-18-2020

Presenter: John Connet, City Manager

Title of Item: Designation of Voting Delegate for 2021-2022 Biennium Legislative Policies

Nature of Item: Council Action

Council Meeting Date: 1/07/2021

Summary of Information/Request:

Item # 5L

In 2020, the League's Board of Directors revised the member-driven process that forms their organization's legislative policy positions—their goal is to expand the process to receive as much input from all municipal officials that reflects the diversity of members' opinions and circumstances. This member-driven process coincides with the start of each new legislative biennium. During even-numbered years, members come together to share their legislative goals and priorities.

Mayor Volk and City Manager Connet served on the North Carolina League of Municipalities Policy Committee which assisted in this process. After reviewing and refining the Policy Committee's suggestions, the NCLM Board of Directors presents the goals to the entire membership for a vote.

Each municipality casts a single vote, selecting 10 of the 17 proposed advocacy goals. To vote the City of Hendersonville must designate a single Voting Delegate who will cast the municipality's vote by January 14, 2021.

Staff recommends selecting Mayor Barbara G. Volk to serve as the City of Hendersonville's single Voting Delegate for 2021-2022 Biennium Legislative Policies.

Budget Impact: $ 0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move that City Council appoint Mayor Barbara G. Volk to serve as the City of Hendersonville single Voting Delegate for 2021-2022 Biennium Legislative Policies through the North Carolina League of Municipalities.

Attachments:

proposed advocacy goals

LEGISLATIVE GOAL STATEMENTS

RECOMMENDED BY
THE NCLM BOARD OF DIRECTORS

The following goal statements are NOT listed in any particular order.

- Grant local governments the authority to build broadband infrastructure in order to partner with private providers, and provide additional funding to help close the digital divide.
    - The COVID-19 pandemic has demonstrated the need for additional steps to improve broadband acccess.
    - Slow and unreliable internet service threatens educational and professional opportunities, and the economic future of entire communities.
    - Failure to utilize local government assistance and assets will continue to create digital gaps that have real-world consequences for North Carolinians.

- Secure federal and state aid directly to municipalities to offset all lost revenues due to the Covid-19 pandemic.
    - Municipalities saw large drops in sales and occupancy taxes and utility revenues last spring; the current surge in the virus is likely to produce more economic disruption and further erosion in revenues.
    - Earlier federal assistance to state and local governments was neither direct nor flexible, preventing revenue holes from being filled.
    - NC municipalities received only a fraction of the federal CARES Act state and local dollars allocated to North Carolina in March.

- Expand incentives and funding for local economic development.
    - Funding is simply inadequate in many cities and towns to encourage job growth.
    - A lack of state funding is seen in grants or incentives for major job creation projects as well as programs to boost small business grwoth.
    - Among the needs are restoring cuts or additional funding for film tax credits, major industrial site development, downtown development and renewable energy tax credits.

- Refine economic tier designation system to more accurately reflect conditions at sub-county level.
    - The existing criteria does not seem to reflect the status of many communities.
    - The current tier designations fail to take into account the disparate levels of wealth within individual counties.
    - The county-focused system means that municipalities can lose out on state grants and other types of funding when they fail to adequately reflect community's wealth.

- Revitalize vacant and abandoned properties with enhanced legal tools and funding.
    - Many towns and cities do not have the funding to address abandoned properties.
    - These properties affect surrounding home and business property values, economic developmnent opportunities and crime rates.
    - With funding and additional legal tools, such as those allowing for properties to be more easily condemned and to address multiple heirs, these properties could serve to addressing local housing needs.

- Increase state and federal funding for affordable housing.
    - Ongoing revenue sources to meet affordable housing needs is extremely limited; the two primary state programs to meet those needs – the N.C. Housing Trust Fund and the Workforce Housing Loan Program – have received less than $30 million annually in recent years.
    - More than one-in-four North Carolina households are considered "cost-burdened" when it comes to paying for housing, meaning they pay at least 30 percent of their income in housing costs.
    - Affordable housing is not an issue only in larger cities; a growing number of smaller cities and towns have recognized a lack of affordable housing as major problem facing residents and an inpediment to workforce recruitment.

- Create a permanent and adequate funding stream for local infrastructure needs.
    - Infrastructure – including roads, water, sewer, stormwater, parks and beaches – are critical to economic development and job creation.
    - Many cities in the state are growing, creating a constant need for investment to keep pace with population growth; many cities and towns also have aging infrastructure that must be replaced.
    - Creating a more permanent funding stream for local infrastructure, such as a dedicated tax source, would allow for better planning to meet needs.

- Provide funding to keep aging water and sewer systems financially solvent today and viable for the future.
    - According to a state study, North Carolina will need at least $17 billion to meet water and wasterwater infrastructure neeeds over the next two decades.
    - Several dozen towns in the state have financially distressed water or sewer operations, threating the towns' overal financial viability.
    - These stresses to water and sewer operations have coincided with population and job losses in rural areas, leading to an erosion of taxpayer and ratepayer bases.

- Ensure state funding for any new, state-mandated benefits for municipal employees.
    - In recent years, legislators have considered additional post-retirement benefits for certain classes of municipal employees.
    - Often, proposed legislation would act as an unfunded mandate on municipalities, as it fails to include a state-funding source.
    - Proposals, many focused on firefighter benefits, fail to consider that municipalities already enjoy the authority to provide these benefits individually without legislative action.

- Improve state-wide funding and support for LEO training focused on use of force, mental health and de-escalation skills.
    - Highly-publicized incidents of police use of force in 2020 have underscored the need for enhanced and expanded law enforcement training.
    - Improved training is needed to build trust and legitimacy in the community while serving the public in a professional and equitable manner.
    - Numerous studies show that additional and effective training focused on conflict de-escalation can significantly reduce police use of force.

- Permit all cities to establish a police department citizen review board.
    - Current state law requires cities to seek local legislation approved by the General Assembly to establish a police citizen review board.
    - A statewide law providing cities and towns the option of establishing such boards would allow more flexibility to meet local needs.
    - Establishing these review boards, when sought by and supported by local residents, can create another avenue to build trust with the community.

- Allow a short grace period for online posting of local emergency declarations while allowing them to take effect immediately.
    - Current state law requires immediate online posting of local emergency declarations in order to take effect.
    - Recent disasters and emergencies have demonstrated the difficulties meeting the requirement.
    - Weather issues and power outages are among the problems that can hamper compliance.

- Increase public safety grant funding and expand allowable uses.
    - Improving policing will require additional public safety grant funding and more flexibility in its uses.
    - More effective and equitable policing can be achieved by additional funding of community policing programs, as well as putting more dollars toward alternative programs that seek to address mental health calls and other issues through non-uniformed personnel.
    - Additional funding is also needed to meet public safety communication needs.

- Extend notification timeline for any changes to sales tax revenue disbursement.
    - Under current law, counties are able to shift the method of local sales tax disbursement in April, providing notice to municipaltities just two months ahead of the new fiscal year.
    - These shifts, from per-capita to ad valorem distribution methods, or vice versa, can mean significant losses of sales tax revenue for municipalities, with little time to consider the budget implications.
    - County governments enjoy this power even though a majority of sales tax revenues are generated within municipal borders.

- Reduce pressure on property tax payers by expanding locally-controlled options for revenue generation.
    - Property taxes remain the primary revenue stream over which municipal governments exercise control.
    - Cities have little or no authority to raise significant revenue in other ways.
    - A lack of diverse, local tax options can affect economic growth, as well as cause large swings in revenue based on economic changes.

- Increase in state funding to support public transportation development and operations.
    - Growing areas require public transportation options to effectively allow people to work, live and play.
    - When quality of life suffers due to traffic congestion, areas lose their attractiveness as places to live and work; that can affect the larger economic growth of the entire state.
    - The state needs to be a full partner in public transit solutions.

- Improve processes and payments for moving utility lines located in the right-of-way during transportation projects.
    - NCDOT charges to cities to move utility lines for road projects can be costly.
    - Due to uncertain construction timelines, these charge often come with little notice or ability to budget.
    - Increased transparency and communication would allow cities to better plan for these projects.

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Angela Beeker, City Attorney

Department: Admin

Date Submitted: 12/29/2020

Presenter: Angela Beeker

Title of Item: Alternative Dispute Resolution Procedure for Certain City Contracts

Nature of Item: Presentation Only

Council Meeting Date: Alter

Summary of Information/Request:

Item # 5M

Attached for the City Council's consideration is a dispute resolution procedure. N.C.G.S. § 143-128(f1) requires that for any building construction in the formal range, the City have in place a dispute resolution procedure to be applicable for disputes of at least $15,000.00. The attached policy is in compliance with that requirement. As drafted, the policy also provides that it is applicable for any City contract which, by its terms, makes the policy applicable. The policy takes the approach of requiring mediation of these disputes (in excess of $!5,000) prior to initiating legal action.

Suggested Motion(s):

I move approval of the attached Resolution to adopt the RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN CITY OF HENDERSONVILLE CONSTRUCTION PROJECTS

Agenda

Budget Impact: $ 0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Project Number:

N/A

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

1. Resolution adopting proposed RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN CITY OF HENDERSONVILLE CONSTRUCTION PROJECTS.
2. Proposed Policy: RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN

Agenda

RESOLUTION ADOPTING THE RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN CITY OF HENDERSONVILLE CONSTRUCTION PROJECTS

WHEREAS, N.C. Gen. Stat. § 143-128(f1) requires that for any building construction project in the formal bidding range the City have in place a dispute resolution procedure involving mediation for disputes of at least $15,000.00; and

WHEREAS, City Council wishes to adopt such a policy; and

WHEREAS, a proposed policy entitled "RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN CITY OF HENDERSONVILLE CONSTRUCTION PROJECTS" has been presented to the City Council for consideration; and

WHEREAS, as written, the proposed policy, applies to any City contract which, by its terms, makes it applicable;

THEREFORE, the City Council of the City of Hendersonville resolves that the policy entitled "RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN CITY OF HENDERSONVILLE CONSTRUCTION PROJECTS" is adopted as presented.

Adopted this _____ day of _____ 2021.

ATTEST:

_____ _____

Angela L. Reece, City Clerk Barbara G. Volk, Mayor

Approve as to Form:

_____

Angela S. Beeker, City Attorney

Agenda

RULES IMPLEMENTING MEDIATED SETTLEMENT CONFERENCES IN CITY OF HENDERSONVILLE CONSTRUCTION PROJECTS

Adopted: January 7, 2021

RULE 1. INITIATING MEDIATED SETTLEMENT CONFERENCES

A. Purpose of Mandatory Settlement Conferences. These Rules are promulgated to implement a system of settlement events which are designated to focus the parties' attention on settlement rather than on claim preparation and to provide a structured opportunity for settlement negotiations to take place. Nothing herein is intended to limit or prevent the parties from engaging in settlement procedures voluntarily at any time prior to or during commencement of the dispute resolution process.

B. Applicability/Initiating the Dispute Resolution Process

1. Applicability. These Rules Implementing Mediated Settlement Conferences in City of Hendersonville Construction Projects ("Rules") shall apply to any party to a contract related to a City of Hendersonville construction project involving the erection, construction, alteration or repair of a building as required by N.C.G.S. § 143-128(g). These Rules shall also apply to any party to a contract, involving any other City construction project, which by its terms incorporates these Rules. As used herein "party to a contract" shall include, but not be limited to, contractors, subcontractors, and design professionals and their subcontractors.

2. Initiating the Dispute Resolution Process. Any party to a contract who is a party to a dispute arising out of the construction process in which the amount in controversy is at least $15,000 may submit a written request to the City Representative for mediation of the dispute. As used herein, the "City Representative" shall refer to the person(s) designated as the City Representative for the purposes of these Rules, or if no one is so designated, "City Representative" shall refer to the person(s) designated as project manager, project liaison, or notice agent(s) for the City in the contract between the City and prime contractor or Project Designer. Disputes of less than $15,000 are not subject to these Rules.

   Prior to submission of a written request for mediation to the City Representative, the party(ies) requesting mediation,

   a. If a prime contractor, must have first submitted its claim to the Project Designer (Architect, Engineer or other as designated by the City) for review. If the dispute is not resolved through the Project Designer's instructions, then the dispute becomes eligible for mediation in this dispute resolution process, and the party may submit their written request for mediation to the City Representative.

   b. If the party requesting mediation is the Project Designer, then it must first submit its claim to the City Representative to resolve. If the dispute is not resolved with the City Representative's involvement, then the Project Designer's dispute is eligible for mediation in this dispute resolution process, and the Project Designer may submit its written request to the City Representative for mediation.

   c. If the party requesting mediation is a subcontractor, it must first have submitted its claim for mediation to the prime contractor or design professional with whom it has a contract. If the

dispute is not resolved through the prime contractor's or design professional's involvement, then the dispute becomes eligible for mediation in this dispute resolution process, and the party may submit its written request for mediation to the City Representative.

3. If a matter or issue arises in the dispute resolution process that is not addressed by these Rules, the rules of procedure governing the Superior Court Mediation Program shall be used a guide.

RULE 2. SELECTION OF MEDIATOR

A. Selection of Certified Mediator by Agreement of the Parties. The parties may select a certified mediator pursuant to these Rules by agreement within 21 days of requesting mediation. The requesting party shall file with the City Representative a Notice of Selection of Mediator by Agreement within 10 days of the request; however, any party may file the notice. Such notice shall state the name, address and telephone number of the mediator selected; state the rate of compensation of the mediator; state that the mediator and the other parties have agreed upon the selection and rate of compensation; and state that the mediator is certified pursuant to these Rules.

B. Nomination and City Representative Approval of a Non-Certified Mediator. The parties may select a mediator who does not meet the certification requirements of these Rules but who, in the opinion of the parties and the City Representative is otherwise qualified by training or experience to mediate the action.

If the parties select a non-certified mediator, the requesting party shall file with the City Representative a Nomination of Non-Certified Mediator within 10 days of the request. Such nomination shall state the name, address and telephone number of the mediator; state the training, experience or other qualifications of the mediator; state the rate of compensation of the mediator; and state that the mediator and opposing counsel have agreed upon the selection and rate of compensation.

The City Representative shall rule on said nomination, shall approve or disapprove of the parties' nomination and shall notify the parties of its decision.

C. Appointment of Mediator by the City Representative. If the parties cannot agree upon the selection of a mediator, either the party or party's attorney shall notify the City Representative and request, on behalf of the parties, that the City Representative appoint a mediator. The request for appointment must be filed within 10 days after request to mediate and shall state that the parties have had a full and frank discussion concerning the selection of a mediator and have been unable to agree. The request shall state whether any party prefers a certified attorney mediator, and if so, the City Representative shall appoint a certified attorney mediator. If no preference is expressed, the City Representative may appoint a certified attorney mediator or a certified non-attorney mediator.

D. Mediator Information Directory. To assist the parties in the selection of a mediator by agreement, the parties are free to utilize the list of certified mediators maintained by Henderson County for the Superior Court Mediation Settlement Conference Program.

E. Disqualification of Mediator. Any party may request replacement of the mediator by the City Representative for good cause. Nothing in this provision shall preclude mediators from disqualifying themselves.

RULE 3. THE MEDIATED SETTLEMENT CONFERENCE

A. Where Conference is to be Held. Unless all parties and the mediator otherwise agree, the mediated settlement conference shall be held in the City of Hendersonville. The mediator shall be responsible for reserving a place and making arrangements for the conference and for giving timely notice of the time and location of the conference to all attorneys, unrepresented parties and other persons and entities required to attend.

B. When Conference is to be Held. The deadline for completion of the mediation shall be not less than 30 days nor more than 60 days after the naming of the mediator.

C. Request to Extend Deadline for Completion. A party, or the mediator, may request that the City Representative extend the deadline for completion of the conference. Such request shall state the reasons the extension is sought and shall be served by the moving party upon the other parties and the mediator. If any party does not consent to the request, said party shall promptly communicate its objection to the City Representative.

The City Representative may grant the request by setting a new deadline for completion of the conference or deny the request to extend the deadline.

D. Recesses. The mediator may recess the conference at any time and may set times for reconvening. If the time for reconvening is set before the conference is recessed, no further notification is required for persons present at the conference.

E. **The mediated settlement or the matter subject of the mediation conference shall not be cause for the delay of the construction project which is the focus of the dispute**.

RULE 4. DUTIES OF PARTIES AND OTHER PARTICIPANTS IN THE DISPUTE RESOLUTION PROCESS

A. Attendance.

1. All parties to the dispute originally presented to the Designer or Prime Contractor or County for initial resolution must attend the mediation. Failure of a party to attend the mediation may result in the City's withholding of monthly payment to that party until such party attends the mediation, or if the party is a subcontractor the withholding of the subcontractor's payment by the contractor or design professional if the subcontractor's contract so provides.

2. Attendance shall constitute physical attendance, not by telephone or other electronic means. Any attendee on behalf of a party must have authority from that party to bind it to any agreement reached as a result of the mediation.

3. Attorneys on behalf of parties may attend the mediation but are not required to do so.

4. Sureties or insurance company representatives are not required to attend the mediation unless any monies paid or to be paid as a result of any agreement reached as a result of mediation require their presence or acquiescence. If such agreement or presence is required, then authorized representatives of the surety or insurance company must attend the mediation.

B. Finalizing Agreement. If an agreement is reached in the conference, parties to the agreement shall reduce the terms to writing and sign it along with their counsel, if counsel is present.

C. Mediation Fee. The mediation fee shall be divided equally among the parties to the dispute, unless otherwise agreed to as part of the mediation. If the City is a party to the dispute, the City shall pay its equal share of the mediator's fee based on the number of parties to the dispute, or 1/3 of the mediator's fee, whichever is greater as required by N.C.G.S. § 143-128(f1) in which case the remaining parties shall equally divide the remaining 2/3 of the mediator's fee.

D. Failure to compensate mediator. Any party's failure to compensate the mediators in accordance with these Rules shall subject that party to a withholding of said amount of money from the party's monthly payment by the City of Hendersonville, or if the party is a subcontractor the withholding of the subcontractor's payment by the contractor or design professional if the subcontractor's contract so provides.

RULE 5. AUTHORITY AND DUTIES OF MEDIATOR

A. Authority of Mediator.

1. Control of Conference. The mediator shall at all times be in control of the conference and the procedures to be followed.

2. Private Consultation. The mediator may communicate privately with any participant or counsel prior to and during the conference. The fact that private communications have occurred with a participant shall be disclosed to all other participants at the beginning of the conference.

3. Scheduling the Conference. The mediator shall make a good faith effort to schedule the conference at a time that is convenient with the participants, attorneys and mediator. In the absence of agreement, the mediator shall select the date for the conference.

B. Duties of Mediator

1. The mediator shall define and describe the following at the beginning of the conference:

   a. The process of mediation;
   b. The difference between mediation and other forms of conflict resolution;
   c. The costs of the mediated settlement conference;
   d. That the mediated settlement conference is not a trial, the mediator is not a judge, and the parties retain their legal rights if they do not reach settlement;
   e. The circumstances under which the mediator may meet and communicate privately with any of the parties or with any other person;
   f. Whether and under what conditions communications with the mediator will be held in confidence during the conference;
   g. The inadmissibility of conduct and statements as provided by N.C.G.S. 7A-38.1(1);
   h. The duties and responsibilities of the mediator and the participants; and
   i. That any agreement reached will be reached by mutual consent.

2. Disclosure. The mediator has a duty to be impartial and to advise all participants of any circumstance bearing on possible bias, prejudice or partiality.

3. Declaring Impasse. It is the duty of the mediator to timely determine that an impasse exists and

that the conference should end.

4. Reporting Results of Conference. The mediator shall report to the City Representative within 10 days of the conference whether or not an agreement was reached by the parties. If an agreement was reached, the report shall state the nature of said agreement. The mediator's report shall inform the City Representative of the absence of any party known to the mediator to have been absent from the mediated settlement conference without permission. The City Representative may require the mediator to provide statistical data for evaluation of the mediated settlement conference program.

5. Scheduling and Holding the Conference. It is the duty of the mediator to schedule the conference and conduct it prior to the deadline of completion set by these Rules. Deadlines for completion of the conference shall be strictly observed by the mediator unless said time limit is changed by a written order from the City Representative.

RULE 6. COMPENSATION OF THE MEDIATOR

A. By Agreement. When the mediator is stipulated by the parties, compensation shall be as agreed upon between the parties and the mediator provided that the provision of N.C.G.S. 143-128(f1) are observed.

B. By Appointment. When the mediator is appointed by the City Representative, the parties shall compensate the mediator for mediation services at the rate in accordance with the rate charged for Superior Court mediation. The parties shall also pay to the mediator a one-time per case administrative rate in accordance with the rate charged for Superior Court mediation, which is due upon appointment.

RULE 7. MEDIATOR CERTIFICATION.

All certified mediators shall be properly certified in accordance with the rules certifying mediators in Superior Court in North Carolina. (Except when otherwise allowed by the City Representative upon the request of the parties to the mediation.) When selecting mediators, the parties may designate a preference for mediators with a background in construction law or public construction contracting. Such requirements, while preferred, are not mandatory under these Rules.

All mediators chosen must demonstrate either they are certified in accordance with these Rules Implementing Scheduled Mediated Settlement Conference in Superior Court or must gain the consent of the City Representative to mediate any dispute in accordance with these Rules.

RULE 8. RULE AMENDMENTS.

These Rules are subject to amendment by the City of Hendersonville City Council at any time the City deems it appropriate. Further, these Rules may be modified or waived for a particular project by the City Manager, provided that the City contract(s) related to the project reflect such modification or waiver.

RULE 9. TIME LIMITS.

Any time limit provided for by these Rules may be waived or extended by the mediator for good cause shown. If a mediator has not yet been appointed, if the mediator has disqualified him/herself, or if the City Representative is in the process of replacing the mediator as allowed by these Rules, the City Representative shall decide all waivers or extensions of time for good cause shown.

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 12/23/2020

Presenter: John Connet

Title of Item: Resolution requesting NCDOT funds for Commercial Boulevard Extension

Nature of Item: Council Action

Council Meeting Date: 1/7/2021

Summary of Information/Request:

Item # 5N

The Henderson County Partnership for Economic Development (Partnership) and City of Hendersonville are requesting funds from the North Carolina Department of Transportation to construct the Commercial Boulevard Extension streets in the Garrison Industrial Park. The Partnership has requested that the City Council adopt a resolution requesting NCDOT funds for this project. If NCDOT funds are not available, the Partnership has committed to raising the funds to construct the streets.

Budget Impact: $ TBD Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move that the City Council adopt the resolution in support of the North Carolina Department Transportation funding the construction of Commercial Boulevard Extension.

Attachments:

Proposed Resolution

Agenda

Resolution #___ _____

RESOLUTION IN SUPPORT OF THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION COMMERICAL BOULEVARD EXTENSION

WHEREAS, the North Carolina Department of Transportation (NCDOT) has a history of supporting the creation of quality jobs and economic development through the design and construction of public industrial access transportation infrastructure; and

WHEREAS, the development of the Garrison Industrial Park, including the design and construction of the industrial access drive, is a function of the development plan produced in collaboration with Jabil and the Henderson County Partnership for Economic Development; and

WHEREAS, the planned occupants of the Garrison Industrial Park, Jabil, will invest $38,000,000 in new real and business personal property and create at least 150 new jobs at wages, that meet or exceed the County's average annual wage. In addition, Garrison Industrial Park would still have 2-3 available parcels for Economic Development; and

WHEREAS, the Council appreciates the work NCDOT has done to provide the best possible transportation needs for the citizens of the City of Hendersonville and Henderson County;

NOW THEREFORE, BE IT RESOLVED that we, the City Council of the City of Hendersonville, North Carolina do hereby support NCDOT's efforts to fund the design and construction of the industrial access drive to serve the Garrison Industrial Park development.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 7th day of January 2021.

_____

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

_____

Angela L. Reece, City Clerk

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 12/22/20

Presenter: Brent Detwiler

Title of Item: Resolution to Exempt Garrison Site Water & Sewer Engineering G.S. 143-64.31

Nature of Item: Council Action

Council Meeting Date: 1/7/21

Summary of Information/Request:

Item # 5O

The CIty is going to extend water and sewer to the Garrison industrial site. Staff is proposing to use a local engineering firm, WGLA Engineering, PLLC, (WGLA) to design, bid and administer the construction of the waterline improvement project. WGLA has already completed some site design work in conjunction with the industrial development. They also have significant experience designing water distribution lines in the region and have the personnel and resources available to complete the design and administration work on a tight schedule. In addition, the project schedule would be strained by the demands of the Qualifications-Based Selection (QBS) process.

In North Carolina, the procurement of professional services performed by architects, engineers, surveyors, and construction managers at risk is governed by G.S. 143-64.31, referred to as the “Mini-Brooks Act.” The QBS process focuses on the qualifications of potential firms rather than their fees. This is often done by using a request for qualifications (RFQ) to solicit responses from interested firms. G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than $50,000.

For the reasons listed above City staff recommends that the Council pass the attached resolution to exempt Garrison Site Water and Sewer engineering from provisions of G.S. 143-64.31 and and to authorize the City Manager to execute a contract with WGLA Engineering for a total not to exceed amount of $47,000.00 as presented.

Suggested Motion:
I move that City Council adopt the attached Resolution to exempt the Garrison Site Water and Sewer Engineering from the provisions of G.S. 143-64.31, and authorizing the City Manager to execute a contract with WGLA Engineering in the total not to exceed amount of $47,000.00 as presented.

Agenda

Budget Impact: $_____ Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Budgeted as part of adjustment and CPO for Garrison Site Water & Sewer project to be approved at January 7, 2021 City Council Meeting.

Project Number:

20022

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

Resolution to exempt the Garrison Site Water and Sewer Engineering from the provisions of G.S. 143-64.31 and authorize the Agreement for Engineering Services with WGLA Engineering, PLLC, in the not to exceed total amount of $47,000.00.

Agenda

Resolution #_____

RESOLUTION EXEMPTING GARRISON SITE WATER & SEWER ENGINEERING FROM G.S. 143-64.31 AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH WGLA ENGINEERING, PLLC

WHEREAS, G.S. 143-64.31 requires the initial solicitation and evaluation of firms to perform architectural, engineering, surveying, construction management-at-risk services, and design-build services (collectively "design services") to be based on qualifications and without regard to fee;

WHEREAS, the City proposes to enter into one or more contracts for engineering services for work on the Garrison Site Water and Sewer Improvements Project with WGLA Engineering, PLLC, for the total not to exceed amount of $47,000.00; and

WHEREAS, G.S. 143-64.32 authorizes units of local government to exempt contracts for design services from the qualifications-based selection requirements of G.S. 143-64.31 if the estimated fee is less than $50,000; and

WHEREAS, the estimated fee for design services for the above-described project is less than $50,000.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HENDERSONVILLE RESOLVES:

Section 1. The above-described project is hereby made exempt from the provisions of G.S. 143-64.31.

Section 2. The City Manager is authorized to execute a contract with WGLA Engineering, PLLC, for a total not to exceed amount of $47,000.00 as presented.

Section 2. This resolution shall be effective upon adoption.

This is __ day of _____, 2021.

_____(Signature)_____
Mayor

(City Seal)

Attest:

_____(Signature)_____
City Clerk

Agenda

THE CITY OF HENDERSONVILLE
160 6TH Avenue East
Hendersonville, NC 28792
(828) 697-3000

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

FIRM:	**WGLA Engineering, PLLC** **724 5th Avenue West** **Hendersonville, NC 28739** **(828) 687-7177**	**PROJECT:**	**Garrison Lane Site Improvements**
		PROJECT DESCRIPTION:	**Civil engineering services for water and sewer extensions to serve the proposed Garrison Property / Project Wheel development ("Project").**
		PROJECT NUMBER:	**20022**

This Contract for Professional Engineering Services, and all exhibits, (collectively this "Contract") is entered into this _____day of _____, 20_____ by and between, the City of Hendersonville, a municipal corporation of the State of North Carolina, (the "City") and, WGLA Engineering, PLLC, a North Carolina firm, having an address of 724 5th Avenue West, Hendersonville, NC 28739 (the "Firm")

WITNESSETH

That for and in consideration of the mutual promises set forth in this Contract below, the sufficiency of which is acknowledged by the parties hereto, the parties do mutually agree as follows:

1. Scope of Services. The Firm agrees to perform for the City the following services according to the following requirements:

The Firm agrees to provide professional engineering services needed to complete the Project. Such professional engineering services shall constitute the "Work." The Scope of Services and Firm's Fee Schedule are attached as Exhibits B and C, which are incorporated herein by reference. Additional (extra) services are defined as any work not included in the Scope of Services in Exhibit B that are requested by the City or any review agencies ("Additional Services"). Additional Services will be billed at the Firm's billing rates as shown on the attached Exhibit D, which is incorporated herein by reference. The Firm represents to the City that the hourly billing rates are the Firms standard billing rates. The Firm's hourly rates shown on the attached Exhibit D shall apply throughout the duration of the Work. Any services not included in the Scope of Services in Exhibit B will be considered Additional Services. Additional Services will be identified either in writing or by verbal communication but must be approved in writing by the City before proceeding to perform such Additional Services. Unless otherwise specifically stated herein, all services will be provided on a time and materials basis, within the not-to-exceed sum as specified on Exhibit C. If the not-to-exceed sum is reached, the Firm shall complete the Work notwithstanding, with the exception that reimbursables will still be paid to the extent not included in the not-to-exceed limit.

The Firm will be responsible for providing properly licensed professionals to complete the Work in accordance with the standard of care ordinarily used by members of the Firm's engineering profession practicing under similar circumstances and at the same time in Henderson County. In addition to the indemnification obligations contained in the STANDARD TERMS AND CONDITIONS attached to this Contract, the Firm further agrees to indemnify and save harmless the City from claims and liabilities to the extent caused by the negligent errors or omissions of the Firm, including its engineers, technicians or subcontractors.

The Firm agrees to coordinate its Work with the work of any other separate professional services, contractors or with the work of the City's own forces to avoid delaying or interfering with their work.

The Firm must be properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and must be properly authorized to conduct business in the state of North Carolina. The engineers performing the Work,

and in responsible charge of the Work, must be a licensed Engineer in the State of North Carolina and must have a good ethical and professional standing.

The City reserves the right to terminate the professional service contract of the Firm based on the Firm's breach of this Contract (ex: schedule, responsiveness, quality of design, accuracy of documents etc.) or for convenience. The City reserves the right to modify the Scope of Work described in Exhibit B Scope of Services, and in such event the City and Firm shall negotiate in good faith to make corresponding modifications to the Fee Schedule in Exhibit C.

2. Required Insurance. Firm shall be required to purchase and maintain during its performance under this Contract insurance coverage as shown on the Insurance Requirements as stated in Exhibit A, which is incorporated herein by reference. With the exception of Worker's Compensation and Professional Liability policies, all insurance purchased shall have a specific endorsement, copy of which shall be provided to the City, naming the City as an additional insured and for all insurance purchased, an endorsement providing that such insurance will not be cancelled without providing thirty (30) days advance written notice to the City.

3. Standard Terms and Conditions. The attached Standard Terms and Conditions shall be a part of this Contract. Such Standard Terms and Conditions are hereby incorporated by reference, and all parties agree to be bound thereby.

4. Marketing Use. The use of this project for marketing and reference purposes is subject to the City's consent.

5. Time for Performance of the Work. The Work will begin within ten (10) days of receipt of the Notice to Proceed from the City and shall conclude with the conclusion of the Project, unless sooner terminated as allowed by the Contract Documents.

6. Payment for Services. In consideration of the above services, the City will pay the Firm on a time and materials basis, in accordance with the submitted fee schedule in Exhibit C, attached hereto and incorporated by reference, up to, but not exceeding, the not-to-exceed-sum stated in the Fee Schedule in Exhibit C. Unless otherwise specifically stated in Exhibit C, reimbursables shall be billed at the Firm's actual cost, and shall count against the not-to-exceed sum stated. Firm will submit monthly invoices for Work performed during the month based upon the Work completed during the billing period which shall be paid thirty (30) days after receipt of undisputed invoices delivered. Invoices must be detailed as to time worked and tasks performed, materials used, and reimbursables billed. Additional Services will be billed as provided in Paragraph 1 above in accordance with the hourly fee schedule shown on Exhibit D, attached hereto and incorporated by reference. If any invoice is disputed by the City, in whole or in part, it shall provide a written explanation for such dispute to Firm within five days of receipt of the invoice and shall pay all undisputed amounts therein.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals at Hendersonville, North Carolina, this _____ day of _____, 20_____.

WGLA Engineering, PLLC

BY:_____(SEAL)
Signature

_____
Printed Name and Title

THE CITY OF HENDERSONVILLE

BY:_____(SEAL)
John Connet, City Manager

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

_____
John Buchanan, Finance Director, City of Hendersonville

STANDARD TERMS & CONDITIONS

1. **Acceptance**. Firm's acknowledgment of the terms of this Contract constitutes an agreement to (i) all terms and conditions set forth or referenced herein, (ii) Exhibits A, B, C & D hereto, and (iii) any other terms and conditions of a written agreement signed by Firm and the City that deals with the same subject matter as this Contract (collectively, the "Contract Documents"). The terms and provisions set forth in the Contract Documents shall constitute the entire agreement between Firm and the City with respect to the performance of the Work as described in the Contract Documents. The agreements set forth in the Contract Documents are sometimes referred to herein as the "Contract." Except as provided herein, no additional or supplemental provision or provisions in variance herewith that may appear in Firm's quotation, acknowledgment, invoice or in any other communication from Firm to the City shall be deemed accepted by or binding on the City. The City hereby expressly rejects all such provisions which supplement, modify or otherwise vary from the terms of the Contract Documents, and such provisions are superseded by the terms and conditions stated in the Contract Documents, unless and until the City's authorized representatives expressly assent, in writing, to such provisions. Stenographic and clerical errors and omissions by the City are subject to correction.
2. **Entire Agreement**. The Contract Documents constitute and represent the complete and entire agreement between the City and Firm and supersede all previous communications, either written or verbal with respect to the subject matter of this Contract.
3. **Changes, Additions, Deletions**. No changes, additions, deletions or substitutions of scope of work, specifications, terms and conditions, quantity, unit of issue, delivery date, delivery charges or price will be permitted without the prior written approval from the City. However, the Firm will not be liable for delays caused by circumstances beyond its control including without limitation, delays caused by acts of God, the City or its other consultants/contractors, federal, state, and local government authorities, strikes, riots, civil unrest, war, or unknown or concealed conditions, and if such delays occur, the Firm will be entitled to an equitable adjustment in the time for the performance of the Work and compensation.
4. **Relationship of the Parties**. The Firm is an independent Professional Engineering Company and not an affiliate of the City. The conduct and control of the work will lie solely with the Firm. The Contract shall not be construed as establishing a joint venture, partnership or any principal-agent relationship for any purpose between the Firm and the City. Employees of the Firm shall remain subject to the exclusive control and supervision of the Firm, which is solely responsible for their compensation.
5. **(RESERVED).**
6. **Taxes**. Any applicable taxes paid shall be itemized on invoices.
7. **Substitutions**. No substitutions or cancellations shall be permitted without prior written approval from the City.
8. **Indemnification**. To the greatest extent allowed by the law the Firm shall indemnify and hold harmless the City, its officers, agents, employees and assigns from and against all claims, losses, costs, damages, expenses, attorneys' fees ("Claims"), but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim. In the event that any portion of the Work performed under the Contract shall be defective in any respect whatsoever, the Firm shall indemnify and save harmless the City, its officers, agents, employees and assigns from all loss or the payment of all sums of money, but only to the extent the fault of the Consultant or its derivative parties (as defined in N.C.G.S §22B-1) is a proximate cause of the Claim.
9. **Invoices and Payment Terms.** Invoice and Payment Terms are set forth in Section 5 in the Contract for Professional Engineering Services. All invoices and statements shall reference the City's Purchase Order Number, Contract number (if applicable) and Project Number, and shall be submitted to: City of Hendersonville, Accounts Payable, 160 6th Avenue East, Hendersonville, North Carolina 28792.
10. **Anti-Discrimination**. During the performance of the Contract, the Firm shall not discriminate against or deny the Contract's benefits to any person on the basis of sexual orientation, national origin, race, ethnic background, color, religion, gender, age or disability.
11. **Insurance**. The Firm shall provide the insurance coverages shown on Exhibit A, attached hereto and incorporated herein by reference. The Firm shall provide the City with a North Carolina Certificate of Insurance and such endorsements as may be required by the Contract Documents PRIOR to the commencement of any work under the Contract and agrees to maintain such insurance until the completion of the Contract. Such certificates of insurance shall be considered part of the Contract.
12. **Ethics in Public Contracting**. By submitting their prices and acceptance of this Contract, the Firm certifies that their proposal was made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with their proposal, and that they have not

conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. **Applicable Laws and Courts**. This Contract shall be governed in all respects by the laws of the State of North Carolina. All matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of the Contract, shall be governed in all respects by the laws of the State of North Carolina and exclusive venue shall be in a court of competent jurisdiction for Henderson County, North Carolina. The Firm represents and warrants that it shall comply with all applicable federal, state and local laws, regulations and orders.
14. **Strict Compliance**. The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
15. **Assignment**. The Firm shall not assign, subcontract or otherwise transfer any interest in the Contract without the prior written approval of the City.
16. **General Provisions**. The City's remedies as set forth herein are not exclusive. Any delay or omission by the City in exercising any right hereunder, or any waiver by the City of any single breach or default hereunder, shall not be deemed to be a waiver of such right or of any other right, breach, or default.
17. **Obligations of the Firm.** The Firm shall adhere to all applicable laws, codes, ordinances, and regulations of the United States, the State of North Carolina, the County of Henderson, and the City of Hendersonville in the performance of the Work outlined in this Contract and any design documents, drawings and specifications applicable to the Work. The Work shall also adhere to all applicable federal, state and local laws, codes, ordinances, and regulations.
18. **Quality and Workmanship**. The Firm shall perform all Work in accordance with this Contract and the standard of care ordinarily used by members of the engineering profession practicing under similar circumstances and at the same time in Henderson County.
19. **Default**. Either Party may terminate the Contract, in whole or in part, upon thirty (30) days written notice upon a material breach by the other Party unless the alleged default is cured within the thirty (30) day notice period. The nonbreaching party shall have all remedies available at law or in equity in addition to any remedies provided in this Contract for material breach. In the event of a material breach by the Firm the City may procure upon such terms as the City shall deem appropriate, professional engineering services substantially similar to those so terminated, in which case the Firm shall be liable to the City for any excess costs for such similar services and any expenses incurred in connection therewith.
20. **Termination for Convenience**. The City shall have the right, without assigning any reason therefore, to terminate any Work under the Contract, in whole or in part, at any time at its complete discretion by providing ten (10) consecutive calendar days notice in writing from the City to the Firm. If the Contract is terminated by the City in accordance with this paragraph, the Firm will be paid for all Work performed and reimbursable expenses incurred at actual cost to the Firm up to the effective date of the termination. The City will not be liable to the Firm for any costs for materials acquired or contracted for, if such costs were incurred prior to the date of this Contract.
21. **Instruments of Service and Work for Hire.** All Work performed by the Firm, and all data compiled, shall be considered Instruments of Service and Work for Hire, and shall be the Property of the Owner. The Firm shall retain a license in the Work performed and data compiled to use for the Firm's own purposes, and not for the benefit of any third party without the City's consent. The terms of this Paragraph shall survive the termination of this Contract for any reason, including but limited to for a material breach of either Party, or for the convenience of the Owner. In the event this Contract is terminated for any reason, the City shall be entitled to keep and use all design work provided by the Engineer and all data compiled by the Engineer. All representations and obligations with respect to the Work by the Firm under this Contract shall survive termination of this Agreement unless this Contract is terminated by the Firm for the City's material breach, in which case use by the City of the Firm's design work and data compiled shall be at the City's own risk, and without any representation by the Engineer as to its accuracy or fitness for any purpose.
22. **Assignment**. Firm may not assign, pledge, or in any manner encumber the Firm's rights under this Contract, or delegate the performance of any of its obligations hereunder, without the City's prior, express written consent.
23. **No Third Party Beneficiaries**. There shall be no intended nor incidental third party beneficiaries of this Contract. The Firm shall include in all contracts, subcontracts or other agreements relating to the Contract an acknowledgment by the contracting parties that the Contract creates no third party beneficiaries.
24. **Valid Contract**. In order for this Contract for Professional Engineering Services to be valid, it must be executed by the City Manager or his or her authorized designee, and must be pre-audited in that manner required by the Local Government Budget and Fiscal Control Act, as the same may be amended.

25. **Verification of Work Authorization.** The Firm shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.
26. **Iran Divestment List.** With the execution hereof, Firm, certifies that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.
27. **Severability**. If any provision of this Contract is found to be invalid or unlawful, then remainder of this Agreement shall not be affected thereby, and each remaining provision shall be valid and enforced to the fullest extent permitted by law.
28. **Companies that Boycott Israel List.** With the execution hereof, Firm, certifies that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

Agenda

EXHIBIT A
MINIMUM INSURANCE REQUIREMENTS

The Work under this Contract shall not commence until the Firm has obtained all required insurance and verifying certificates of insurance have been approved in writing by the City. The City shall be named as additional insured on all policies, except Worker's Compensation and Professional Liability policies. These certificates shall document that coverages afforded under the policies will not be cancelled until at least thirty (30) days after mailing written notice, by certified mail, return receipt requested, to the insured and the City of such cancellation. If endorsements are needed to comply with the notification or other requirements of this article copies of the endorsements shall be submitted with the certificates.

a. **Worker's Compensation and Employer's Liability**

The Firm shall provide and maintain, until final acceptance, workmen's compensation insurance, as required by law, as well as employer's liability coverage with minimum limits of $100,000.

b. Comprehensive General Liability Insurance

The Firm shall provide and maintain, until final acceptance, comprehensive general liability insurance, including coverage for premises operations, independent contractors, completed operations, products and contractual exposures, as shall protect such contractors from claims arising out of any bodily injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by the Firm or by any subcontractor, or by anyone directly or indirectly employed by either of them and the minimum limits of such insurance shall be as follows:

Bodily Injury: $1,000,000 per occurrence / $2,000,000 aggregate
Property Damage: $100,000 per occurrence / $300,000 aggregate
Or,
Bodily Injury and Property Damage, combined single limit (CSL): $1,000,000 per occurrence / $2,000,000 aggregate

Such coverage for completed operations must be maintained for at least two (2) years following final acceptance of the Work performed under the contract.

c. **Deductible**

Any deductible, if applicable to loss covered by insurance provided, is to be borne by the Firm.

d. **Other Insurance**

The Firm shall obtain such additional insurance as may be required by the City or by the General Statutes of North Carolina including motor vehicle insurance, in amounts not less than the statutory limits.

e. **Proof of Carriage**

The Firm shall furnish the City with satisfactory proof of carriage of the insurance required before written approval is granted by the City

EXHIBIT B

FIRM'S SCOPE OF SERVICES

WGLA Engineering, PLLC will provide the following engineering services in coordination with City staff and other contractors:

Garrison Lane Site Improvements: Project Wheel – Sanitary Sewer Extension

Preparation of Final Plans and Engineering Specifications

Hill & Associates Surveyors has provided an existing conditions site topographic survey already. With this existing information and the proposed roadway profiles needed to serve Project Wheel, WGLA will prepare plans for the extension of the gravity sewer line to serve the industrial complex. We will provide plan and profile drawings along with the necessary details for construction and installation of the sewer line.

The only permit that should be required for this work is an NCDEQ fast track sewer extension permit. WGLA will coordinate the completion of the necessary paperwork for the permit. Once permitting has been completed, WGLA will provide final plans to City of Hendersonville for use in bidding/pricing of the improvements and for construction

Easement Acquisition

WGLA will coordinate and provide the surveyor with design files for use in preparing necessary plats for easement conveyance. We understand that the City and their Surveyor will handle this scope of work and WGLA will have little to no involvement in this process outside of minimal coordination efforts and review prior to recording the plat and/or easement.

Bidding & Construction Administration Assistance

We understand this project will be publically bid using the Quest CDN platform. For the purposes of this proposal, we have assumed WGLA will send the plans, specifications, and Quest CDN compatible bid form to the City of Hendersonville for pricing of the work. We understand the City will upload the bids to the platform and that we would help participate in a pre-bid meeting. We will review the final bids and provide recommendation of award as needed.

During construction, we will visit each site periodically to review the work, answer contractor questions, and provide written field reports of work status. At the completion of the project, we will coordinate with the City's selected surveyor for any needed as-built data along with a sewer easement plat. We will coordinate testing of sewer, and we will prepare final as-builts/record drawing to accompany the project certification.

Garrison Lane Site Improvements: Project Wheel – Public Water Extension

Preparation of Final Plans and Engineering Specifications

We understand that the City will contract separately with a surveyor of choice for an existing conditions survey of the proposed route along Crest Rd. With this existing information and the proposed roadway profiles needed to serve Project Wheel, WGLA will prepare plans for the extension of the water main to serve the industrial complex. We will provide plan and profile drawings along with the necessary details for construction and installation of the main. We understand that the proposed water main is to tie to existing city facilities located at Commercial Blvd, Oak Grove Rd, and E Blue Ridge Rd.

The only two permits that should be required for this work is an NCDEQ water extension permit and an NCDOT encroachment permit. WGLA will coordinate the completion of the necessary paperwork for each permit. Once permitting has been completed, WGLA will provide final plans to City of Hendersonville for use in bidding/pricing of the improvements and for construction

Easement Acquisition

We will coordinate and provide the surveyor with design files for use in preparing necessary plats for easement conveyance as required. We understand that the City and their Surveyor will handle this scope of work and WGLA will have little to no involvement in this process outside of minimal coordination efforts and review prior to recording the plat and/or easement.

Bidding & Construction Administration Assistance

We understand this project will be publically bid using the Quest CDN platform. For the purposes of this proposal, we have assumed WGLA will send the plans, specifications, and Quest CDN compatible bid form to the City of Hendersonville for pricing of the work. We understand the City will upload the bids to the platform and that we would help participate in a pre-bid meeting. We will review the final bids and provide recommendation of award as needed.

NCDEQ will require inspection and certification of the water line extension. During construction, we will visit each site periodically to review the work, answer contractor questions, and provide written field reports of work status. At the completion of the project, we will coordinate a surveyed as-built form Hill & Associates along with a sewer easement plat. We will coordinate testing of sewer, and we will prepare final as-builts/record drawing to accompany the project certification.

Golden Leaf Grant Administration

We will help coordinate the necessary project process portion of the Golden Leaf grant administration. We will assist in filling out any of the required documentation as needed and coordinate with the City, utility contractor, and grant administrator as needed.

Exclusions:

The following services are specifically not included in our scope of work:

-Geotechnical investigations
-Retaining wall or other structural design
-Engineering plans beyond those described above
-Construction stakeout
-Permit review fees
-Stream/wetland permitting
-Traffic studies
-Boundary survey & topographic mapping
-Off site improvements
-Other permitting not listed in the scope of work
-Easement acquisition services
-Surveyed as-builts of the sewer and water main and apparatus

Project Schedule:

WGLA understands the City's desire to complete this project as soon as possible. Based on that, we offer the following project schedule, assuming a notice to proceed is issued following the January 7, 2021 City Council Meeting.

Task	
Design (WGLA):	January – March 2021
Permitting:	April – May 2021
Bidding:	May – June 2021
Project Construction:	July – September 2021
Closeouts & Certifications	September – October 2021

This schedule can be adjusted depending on the needs of the City of Hendersonville.

Standard of Care:

The standard of care for professional engineering related services performed or furnished by the Engineer under this Agreement will be the care and skill ordinarily used by member of the Engineer's profession practicing under similar conditions at the same time in the same locality. The Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Engineer's services.

Agenda

EXHIBIT C
Hourly Fee Schedule for the Work

I. PROFESSIONAL FEES (Hourly Rate)

Project Manager/Principal	140.00
Project Manager	115.00
Project Engineer	95.00
Engineering Technician	75.00
Construction Inspector	75.00
Computer-aided Design Technician	55.00
Field Technician	50.00
Clerical	30.00

Garrison Lane Site Improvements: Project Wheel – Sanitary Sewer Extension

Anticipated Services Fees

Design	$5,500.00
Permitting	$2,500.00
Bid Coordination	$2,000.00
Construction Admin/Inspections	$6,800.00
NOT TO EXCEED TOTAL =	**$16,800.00**

The total fee for the completion of all Work contained in the Scope of Services for the Garrison Lane Site Improvements: Project Wheel – Sanitary Sewer Extension shall not exceed $16,800.00, including all reimbursable expenses, which shall be billed at the Firm's actual costs.

Garrison Lane Site Improvements: Project Wheel – Public Water Extension

Anticipated Services Fees

Design	$10,500.00
Permitting	$4,000.00
Bid Coordination	$3,000.00
Construction Admin/Inspections	$7,700.00
Grant Administration Efforts	$5,000.00
NOT TO EXCEED TOTAL =	**$30,200.00**

The total fee for the completion of all Work contained in the Scope of Services for the Garrison Lane Site Improvements: Project Wheel – Public Water Extension shall not exceed $30,200.00, including all reimbursable expenses, which shall be billed at the Firm's actual costs.

EXHIBIT D

FIRM'S HOURLY RATES FOR ADDITIONAL SERVICES

Additional Services to be performed in accordance with the Firm's Fee Schedule attached hereto and incorporated herein by reference. Allowable reimbursable expenses will be paid at the Firm's actual costs. Allowable reimbursable expenses associated with the provision of additional services will be determined by the Firm and the City at the time the additional services are requested by the City.

WGLA Engineering

WGLA Engineering, PLLC
724 5th Avenue West
Hendersonville, NC 28739
(828) 687-7177 wgla.com

BASIC FEE SCHEDULE
4/24/19

I. PROFESSIONAL FEES (Hourly Rate)

Project Manager/Principal	140.00
Project Manager	115.00
Project Engineer	95.00
Engineering Technician	75.00
Construction Inspector	75.00
Computer-aided Design Technician	55.00
Field Technician	50.00
Clerical	30.00

II. EXPENSES

A. Mileage - $0.58 per mile

B. Telephone, reproduction costs, postage, overnight lodging, meals, and other incidental expenses shall be a direct charge per receipts.

III. ASSOCIATED SERVICES

Associated services required by the project such as soil analysis, materials testing, etc., shall be identified and agreed upon prior to initiating work.

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Angela Beeker

Department: Legal

Date Submitted: December 29, 2020

Presenter: Angela Beeker

Title of Item: Final Acceptance/Negotiated Offer to Purchase +/- 0.14 Acre Parcel, Plat Slide 4094 H

Nature of Item: Council Action

Council Meeting Date: January 7, 2021

Summary of Information/Request:

Item # 5P

Final Acceptance/Negotiated Offer to Purchase +/- 0.14 Acre Parcel, Plat Slide 4094 HCR
The City received an Offer to Purchase a +/- 0.14 acre parcel, shown on Plat Slide 4094 of the Henderson County Registry, from Joshua Hoard. A copy of Mr. Hoard's Offer is attached to this Agenda item. This parcel, owned by the City, was previously been used by the City to house a pump station that is now being abandoned. The Property is located on Chestnut Gap Road, and is within the proximity of Chestnut Ridge Subdivision. Mr. Hoard's Offer is $1,500.00. On November 5, 2020, the City Council issued a proposed acceptance of Mr. Hoard's Offer and authorized the Offer to be advertised for upset bids.

Pursuant to N.C.G.S. § 160A-269, this Offer was advertised for upset bid and none were received. It is now appropriate for the Council to consider issuing a final acceptance of Mr. Hoard's offer. The City Attorney has prepared the attached Resolution for consideration by City Council to issue final acceptance of the offer.

Suggested Motion(s):

I move that we adopt the attached Resolution.

Agenda

Budget Impact: $ TBD after upset bidding Is this expenditure approved in the current fiscal year budget? N/A 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:

1. Resolution Issuing Final Acceptance of Offer
2. Negotiated Offer Received Pursuant to N.C.G.S. § 160A-269 ("Offer") from Joshua Hoard.
3. Resolution of Proposed Acceptance of Negotiated Offer adopted November 2020.
4. Plat Slide 4094, Survey of Property

Agenda

RESOLUTION OF FINAL ACCEPTANCE OF NEGOTIATED OFFER

WHEREAS, the City of Hendersonville owns certain property described as follows:

> +/-0.14 acre tract as shown on that plat recorded in the Henderson County, Register of Deeds Office in Plat Slide 4094, said plat being incorporated herein by reference, the lot having a tax parcel ID of 9589271459, and the property having been acquired by the City in Deed Book 1094 at page 228 of the Henderson County Register of Deeds Office ("Property"); and

WHEREAS, North Carolina General Statute Section 160A-269 permits the City to sell property by upset bid after receiving and offer to purchase; and

WHEREAS, the City has received a NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 ("Offer"), a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to the Offer, Joshua Hoard ("Buyer"), is offering to purchase the property described above for the sum of One thousand five hundred dollars and no/100 ($1,500.00), subject to the terms and conditions contained within the Offer; and

WHEREAS, on November 5, 2020, the City Council issued a proposed acceptance of the Offer and authorized the Offer to be advertised for upset bids pursuant to N.C.G.S. § 160A-269; and

WHEREAS, the Offer was advertised in the Hendersonville Times-News on November 12, 2020 and no upset bids were received; and

WHEREAS, subject to the terms below, the City Council wishes to issue a final acceptance of the Offer;

THEREFORE, the City Council of the City of Hendersonville resolves that:

The Council issues a final acceptance of the Offer pursuant to the procedures of 160A-269, and authorizes the sale to Joshua Hoard, or an authorized assignee as allowed by Offer. The City Manager, City Clerk, and the City Attorney are authorized to take all actions on behalf of the City which are consistent with the terms of the Offer, including but not limited to the signature of all necessary documentation, to effectuate the closing on the sale of the Property.

Adopted this _____ day of _____ 2021.

ATTEST:

_____ _____

Angela L. Reece, City Clerk Barbara G. Volk, Mayor

Approve as to Form:

_____

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

NEGOTIATED OFFER RECEIVED PURSUANT TO N.C.G.S. § 160A-269 ("Offer")

NOW COMES JOSHUA HOARD, ("Buyer") and offers to purchase from the **CITY OF HENDERSONVILLE,** a North Carolina municipal corporation ("CITY") that property more particularly described in paragraph below entitled "PROPERTY", on the terms and conditions hereinafter set forth:

PROPERTY: Lying and Being in the HENDERSON County, and consisting of that lot identified as that +/- 0.14 acre tract as shown on that plat recorded in the HENDERSON County, Register of Deeds Office in Plat Slide 4094 , said plat being incorporated herein by reference. The Property has a tax parcel ID of 9589271459. The property was acquired by the CITY in Deed Book 1094 at Page 228 of the HENDERSON County Register of Deeds Office.

OFFER: Buyer offers to pay to CITY the sum of $1500.00.

ADDITIONAL TERMS AND CONDITIONS: Those additional terms and conditions as specified in Exhibit A, attached hereto and incorporated by reference, shall be deemed part of this Offer as if fully set forth herein.

UPSET BID PROCEDURE TO GOVERN: It is acknowledged that the sale of the Property, if any, will be governed by the procedures of North Carolina General Statute § 160A-269 (the "Statute"). This Offer will be presented to the Hendersonville City Council for consideration of whether to issue a proposed acceptance of the Offer. "Proposed Acceptance" shall mean the adoption of a Resolution by the Hendersonville City Council at a duly held meeting, proposing to accept this Offer, and directing that this Offer be advertised for upset bid. If Hendersonville's City Council issues a Proposed Acceptance, the Buyer shall deposit with the CITY Clerk a sum equal to five (5%) per cent of this Offer. The CITY shall then cause to be published in a newspaper of record a notice that it proposes to accept this Offer, generally describing the Property and the terms of this Offer, and advise that anyone may make an upset bid within ten (10) days of the publication of the notice in an amount prescribed by the Statute. If there is an upset bid, then upon the maker of the upset bid making the deposit with the CITY Clerk as is required by the Statute, the deposit made hereunder shall be refunded, and this Offer shall be deemed null and void. If there is no upset bid received, this Offer will again be presented to the Hendersonville City Council for Final Acceptance. "Final Acceptance" shall mean the adoption of a Resolution by the City Council, adopted at a duly called meeting, stating that this Offer has been finally accepted.

CLOSING: If the City Council issues Final Acceptance of this Offer, then closing shall occur within thirty (30) days after such Final Acceptance at CITY offices in Hendersonville, or such other place as is mutually agreeable to the parties. At closing, CITY shall deliver the title as

described hereinbelow to the Property, and Buyer shall pay to CITY the balance of the purchase price in certified funds.

TITLE: CITY shall deliver a fee simple title to the Property by a Special Warranty Deed, subject to Permitted Exceptions as provided hereinbelow.

PERMITTED EXCEPTIONS: Title to the Property shall be subject to valid and enforceable restrictions of record and easements and rights of way affecting the Property, any applicable zoning or other land use laws and ordinances, and the lien for ad valorem taxes, if any.

COSTS: CITY shall be responsible for preparing the deed conveying title, and any documentary stamps that it is not exempt from paying. Buyer shall be responsible for all other costs. Each party will be responsible for its own attorney's fees.

OFFER AND ACCEPTANCE. This instrument shall constitute a binding offer by Buyer to the CITY and shall remain open for acceptance by the CITY until such time as (1) an upset bid has been received, and the bid deposit has been received by the CITY for such upset bid; (2) the CITY rejects this Offer, or (3) the CITY issues a Final Acceptance of this Offer, whichever occurs first. In the event the CITY receives an upset bid and the bid deposit for such upset bid is received by the CITY, or in the event the CITY rejects this Offer, then this Offer shall be deemed terminated, and neither party hereto shall have any obligation, duty, or liability to the other party. In the event the CITY issues a Final Acceptance of this Offer, this Offer shall become a binding Agreement between the parties hereto and shall be interpreted as an Agreement between the parties hereto in spite of the many references to this document as an "Offer."

REJECTION OF OFFER: It is understood and agreed by the Buyer that at any time prior to the issuance of a Final Acceptance of this Offer, the CITY may (1) reject any and all offers (including this Offer) and/or upset bids received, and/or (2) withdraw the Property from sale, as allowed by North Carolina General Statute § 160A-269.

EXECUTION OF THIS OFFER: The Buyer represents and warrants that this Offer has been duly authorized, and that the person signing has the authority to sign this Offer on behalf of the Buyer.

This Offer is made this 22 day of October, 2020.

Joshua Hoard, BUYER

Date of Proposed Acceptance by the CITY: _____

Date of Final Acceptance by the CITY: _____

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

1. **DISCLAIMER OF WARRANTIES:** BUYER ACKNOWLEDGES AND AGREES THAT THE CITY DOES NOT, BY THE ISSUANCE OF A PROPOSED ACCEPTANCE OR FINAL ACCEPTANCE, OR BY THE EXECUTION AND DELIVERY OF ANY DOCUMENT OR INSTRUMENT EXECUTED AND DELIVERED IN CONNECTION WITH THE SALE OF THE PROPERTY, MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER, WITH RESPECT TO THE PROPERTY, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE CITY MAKES, AND SHALL MAKE, NO EXPRESS OR IMPLIED WARRANTY AS TO MATTERS OF TITLE (OTHER THAN THE CITY'S LIMITED WARRANTY OF TITLE SET FORTH IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING), SUCY MATTERS AS AN ACCURATE SURVEY WOULD REVEAL, VALUE & MARKETABILITY OF THE PROPERTY, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, WITHOUT LIMITATION, LAWS, RULES, REGULATIONS, ORDERS AND REQUIREMENTS PERTAINING TO THE USE, HANDLING, GENERATION, TREATMENT, STORAGE OR DISPOSAL OF ANY TOXIC OR HAZARDOUS WASTE OR TOXIC, HAZARDOUS OR REGULATED SUBSTANCE), VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, (HEREINAFTER COLLECTIVELY CALLED THE "DISCLAIMED MATTERS"). BUYER AGREES THAT, WITH RESPECT TO THE PROPERTY, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF THE CITY. IF THE CITY ISSUES A FINAL ACCEPTANCE FOR THE PROPERTY, THE CITY SHALL SELL AND CONVEY TO BUYER, AND BUYER SHALL ACCEPT, THE PROPERTY "AS IS", "WHERE IS", AND WITH ALL FAULTS, AND THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY THE CITY OR ANY THIRD PARTY. WITHOUT IN ANY WAY LIMITING ANY PROVISION OF THIS PARAGRAPH, BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HEREBY WAIVES, RELEASES AND DISCHARGES ANY CLAIM IT HAS, MIGHT HAVE HAD OR MAY HAVE AGAINST THE CITY WITH RESPECT TO (i) THE DISCLAIMED MATTERS, (ii) THE CONDITION OF THE PROPERTY, EITHER PATENT OR LATENT, (iii) THE PAST, PRESENT OR FUTURE CONDITION OR COMPLIANCE OF THE PROPERTY WITH REGARD TO ANY ENVIRONMENTAL PROTECTION,

POLLUTION CONTROL OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, CERCLA, AND (iv) ANY OTHER STATE OF FACTS THAT EXISTS WITH RESPECT TO THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL EXPRESSLY SURVIVE THE CONSUMMATION OF THE PURCHASE AND SALE OF THE PROPERTY ON THE CLOSING DATE, THE DELIVERY OF THE DEED AND THE PAYMENT OF THE PURCHASE PRICE, WITHOUT REGARD TO ANY LIMITATIONS UPON SURVIVAL SET FORTH IN THIS OFFER.

2. **Other Payments at Closing.**

   a. **Taxes.** Buyer will be responsible for ad valorem taxes accruing after the date of sale, it being acknowledged that the Property has been exempt from taxation during the period The CITY has owned the Property. In the event Closing occurs in 2021, taxes will be prorated between the CITY and the Buyer over the 2021 calendar year.

   b. **Dues, Assessments, Common Area Maintenance**. All dues, assessments and common area maintenance charges, and similar impositions imposed upon or assessed against the Property (herein called the **"CAM Fees"**), for the year in which Closing occurs shall be prorated as of the Closing Date on a calendar year basis.

   c. **Other.** Any other items which are customarily prorated in connection with the purchase and sale of properties similar to the Property shall be prorated as of the Closing Date.

   In the event that the amount of any item to be prorated is not determinable at the time of Closing, such proration shall be made on the basis of the best available information, and the parties shall re-prorate such item promptly upon receipt of the applicable bills therefor and shall make between themselves any equitable adjustment required by reason of any difference between the estimated amount used as a basis for the proration at Closing and the actual amount subject to proration. In the event any prorated item is due and payable at the time of Closing, the same shall be paid at Closing. If any prorated item is not paid at Closing, the CITY shall deliver to Buyer the bills therefor promptly upon receipt thereof and Buyer shall be responsible for the payment in full thereof within the time fixed for payment thereof and before the same shall become delinquent.

3. **Possession at Closing**. The CITY shall surrender possession of the Property to Buyer on the Closing Date, subject to the Permitted Exceptions. The City will remove the pipes and fittings in the interior of the building located on the Property within thirty (30) days after Closing. The City's obligation hereunder shall survive closing.

4. **Private Restriction.** The Property shall be conveyed subject to a private covenant and restriction requiring that said lots be recombined and developed as a single lot.

5. **Remedies**.

(a) If the Hendersonville City Council issues a Final Acceptance of this Offer, and if the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Offer due to circumstances or conditions which constitute a default by Buyer under this Offer, the bid deposit shall retained by the CITY as the CITY's full liquidated damages for such default. The parties acknowledge that the CITY's actual damages in the event of a default by Buyer will be difficult to ascertain, that such liquidated damages represent the parties' best estimate of such damages, and that the CITY and Buyer believe such liquidated damages are a reasonable estimate of such damages. The parties expressly acknowledge that the foregoing liquidated damages are intended not as a penalty, but as full liquidated damages, in the event of a default. Such liquidated damages shall be the sole and exclusive remedy of the CITY by reason of a default by Buyer, and the CITY hereby waives and releases any right to sue Buyer for specific performance of this Offer or to prove that the CITY's actual damages exceed the amount which is herein provided to the CITY as full liquidated damages.

(b) If the Hendersonville City Council issues a Final Acceptance of this Offer, and if the purchase and sale of the Property contemplated hereby is not consummated in accordance with the terms and provisions of this Offer due to circumstances or conditions which constitute a default by the CITY under this Offer, the Earnest Money shall be refunded to Buyer promptly upon request, and Buyer, as its sole and exclusive remedy, shall have the right to terminate this Offer, in which event all rights and obligations of the parties under this Offer shall expire, and this Offer shall become null and void, and the CITY shall have no other liability to Buyer under this Offer.

6. **Survey**. Buyer, at Buyer's option, shall have the right to cause a surveyor selected by Buyer properly licensed under the laws of the State of North Carolina to prepare a current and accurate survey of the Property (herein called the "Survey"). If Buyer elects to obtain the Survey, Buyer shall cause three (3) prints of the Survey to be delivered to The CITY's attorney at the address for copies of notices set forth in this Offer. At Buyer's option, the Survey will be utilized as the basis for the preparation of a legal description of the Property to be included in the special warranty deed to be delivered by the CITY to Buyer at Closing. In the event this Offer is reject, terminated or becomes null and void for any reason, the CITY shall not be liable to the Buyer for the costs of any such Survey procured by the Buyer.

7. **General Provisions.**

   a. **Brokers.** There are no real estate brokers, agents or consultants involved in the making of this Offer, or in any Proposed Acceptance or Final Acceptance issued by the CITY, and the parties hereto shall indemnify and hold each other harmless from any fee or brokerage claims arising out of this transaction.

b. **Divestment Act.** The Buyer is not listed on the Final Divestment List ("Divestment List") created by the North Carolina State Treasurer pursuant ot Article 6E, N.C.G.S. § 147-86.55, *et seq,* ("Iran Divestment Act of 2015"). The Buyer shall not utilize in the performance of its obligations hereunder any agent, contractor or subcontractor listed on the Divestment List.

c. **E-Verify.** The Buyer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina. Further, if the Buyer utilizes an agent, contractor or subcontractor, Buyer shall require them to comply with the requirements of Article 2 of Chapter 64 of the General Statutes of North Carolina.

d. **Notice.** Whenever any notice, demand or request is required or permitted under this Offer, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier (UPS, FedEx, etc.) for next business day delivery, to the addresses set forth below.

To the Buyer:	**Joshua Hoard** **13 Chestnut Lane** **Hendersonville NC 28792**
To the CITY:	**CITY OF HENDERSONVILLE** **Attn: John Connet, City Manager** 160 6th Avenue East Hendersonville NC 28792
With copy to:	Angela Beeker, City Attorney 160 6th Avenue East Hendersonville NC 28792

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee

thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be. Notices may be sent by email or facsimile for convenience, but must be followed up by one of the means above, which will be the official notice.

e. **Assignment.** This Offer may not be assigned by the Buyer.

f. **Headings**. The use of headings, captions and numbers in this Offer is solely for the convenience of identifying and indexing the various provisions in this Offer and shall in no event be considered otherwise in construing or interpreting any provision in this Offer.

g. **Applicable Law, Venue**. This Offer shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina. The sole venue for any suit, claim or action shall be in a state or federal court sitting in HENDERSON County, North Carolina. Nothing herein shall be deemed to confer jurisdiction upon the federal courts, except as may be otherwise provided by law.

h. **Entire Offer; Modification**. This Offer supersedes all prior discussions and agreements among the CITY and Buyer with respect to the purchase and sale of the Property and other matters contained herein, and this Offer contains the sole and entire understanding among the CITY and Buyer with respect thereto. This Offer shall not be modified or amended except by an instrument in writing executed by or on behalf of the CITY and Buyer.

i. **Attorney's Fees**. In the event of any litigation between Buyer and the CITY arising under or in connection with this Offer, the prevailing party shall be entitled to recover from the other party the expenses of litigation (including reasonable attorneys' fees, expenses and disbursements) incurred by the prevailing party.

j. **Authority**. Each party hereto warrants and represents that such party has full and complete authority to enter into this Offer and each person executing this Offer on behalf of a party warrants and represents that he has been fully authorized to execute this Offer on behalf of such party and that such party is bound by the signature of such representative.

k. **Counsel**. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Offer and has had ample opportunity to read, review, and understand the provisions of this Offer.

l. **No Construction Against Preparer**. No provision of this Offer shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

m. **No Lien**. This Offer is not and shall not be deemed or considered to convey or be an interest in or lien against the Property.

n. **No Recording**. In no event shall this Offer or any memorandum hereof be recorded by Buyer in any public records, and any such recordation or attempted recordation shall constitute a breach of this Offer by Buyer.

o. **Time of Essence; Dates**. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically to be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date. All references to the "Effective Date," if any, shall be deemed to refer to the date the CITY issues a Final Acceptance of this Offer.

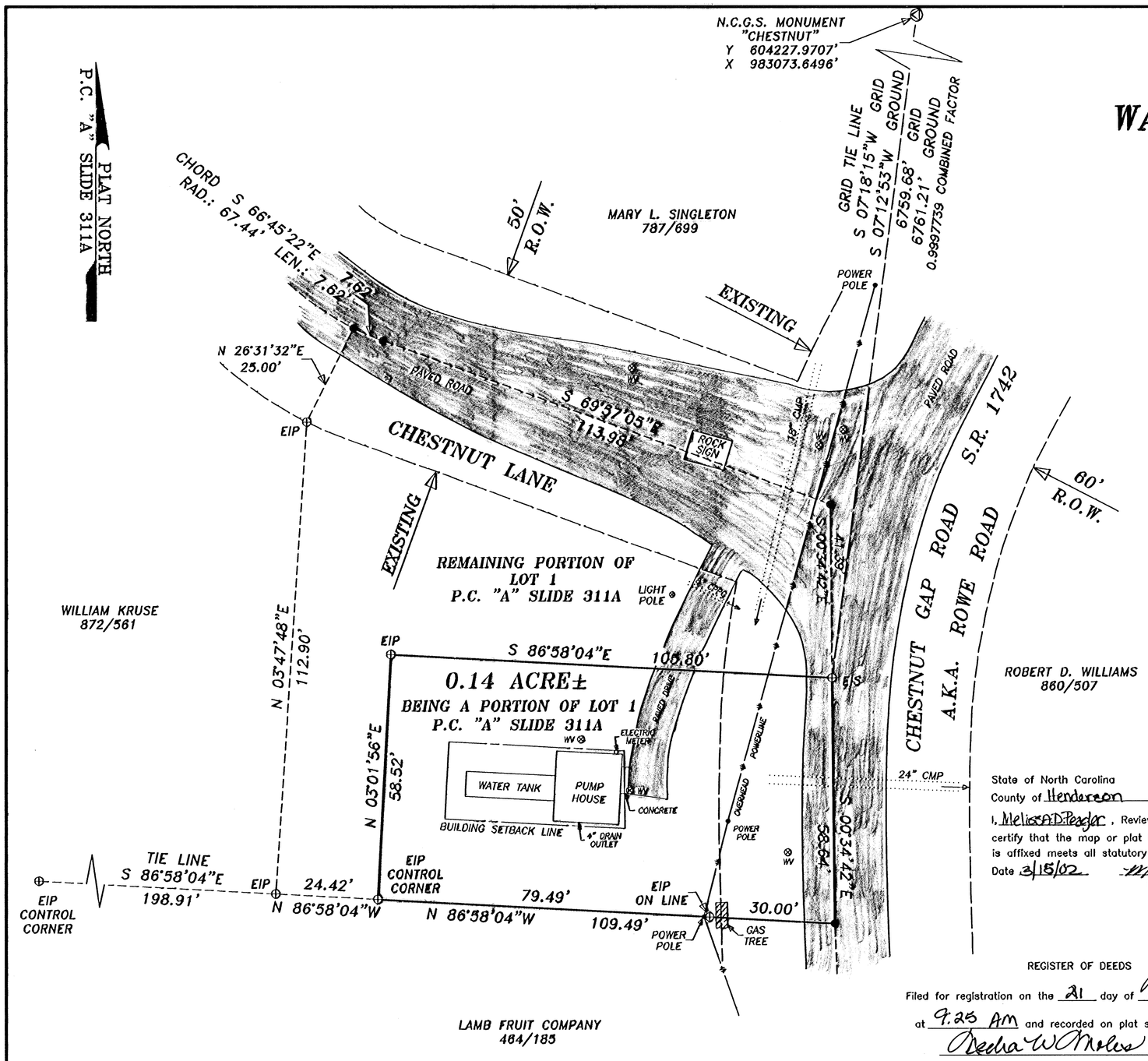
SLIDE 4094

PLAT OF SURVEY FOR
CITY OF HENDERSONVILLE
WATER AND SEWER DEPARTMENT

SHOWING THE AS-BUILT
PUMP STATION AND LOT
FOR CHESTNUT RIDGE SUBDIVISION
AND BEING A PORTION OF
LOT 1 AS SHOWN ON
P.C. "A" SLIDE 311A

BLUE RIDGE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA

MARCH 12th, 2002



I, STACY KENT RHODES, a PROFESSIONAL LAND SURVEYOR, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book AS, Page SHOWN); that the boundaries not surveyed are clearly indicated drawn from information found in Book AS, Page SHOWN; that the ratio of precision as calculated is 1/10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal.

this 13TH day of MARCH, A.D., 2002.

NORTH CAROLINA PROFESSIONAL SEAL L-2959 LAND SURVEYOR STACY KENT RHODES

Stacy Kent Rhodes
PROFESSIONAL LAND SURVEYOR

State of North Carolina
County of Henderson

I, Melissa D. Peagler, Review Officer of Henderson County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Date 3/15/02 Melissa D. Peagler
Review Officer

I, STACY KENT RHODES, a PROFESSIONAL LAND SURVEYOR, certify that this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

Stacy Kent Rhodes

I, Melissa D. Peagler, SUBDIVISION ADMINISTRATOR for Henderson Co., certify that this plat has been reviewed and approved as Minor Family Subdivision in accordance with the Henderson County Subdivision Ordinance.

Date 3/15/02 Signed Melissa D. Peagler

REGISTER OF DEEDS

Filed for registration on the 21 day of March 2002
at 9:25 AM and recorded on plat slide 4094

Neeha W Moles
REGISTER OF DEEDS

By: Tonda Moreipitt Deputy

20 0 20 40 60
GRAPHIC SCALE - FEET

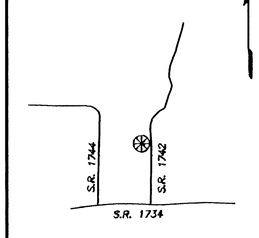
SCALE 1" = 20'

LEGEND

- EXISTING CORNER MONUMENT AS NOTED
- NEW IRON PIPE SET OR AS NOTED
- COMPUTED POINT-NOT STAKED
- CONCRETE MONUMENT AS NOTED
- WATER VALVE

NOTES:
1. AREA DETERMINED BY COORDINATE COMPUTATION.
2. AREA INCLUDES ANY AND ALL PORTIONS UNDER RIGHTS OF WAY.
3. THERE IS RESERVED A 5' EASEMENT ON THE EXTERIOR PERIMETER AROUND EACH AND EVERY LOT FOR THE PURPOSE OF CONSTRUCTION AND UTILITIES AS PER DEED BOOK 707 PAGE 397.
4. THE CURRENT OWNER OF RECORD IS CHARLES F. LAMB.
5. BUILDING SETBACKS ARE: 50' FRONT
   20' SIDE LOT LINE
   15' REAR LOT LINE
6. THE COVENENT RESTRICTIONS ARE RECORDED IN D.B. 707 PG. 397.
7. THE ORIGINAL 0.14 ACRE TRACT SURVEYED FEBRUARY 15th, 2000. THIS PLAT WAS REVISED TO SHOW GRID TIE AND IMPROVEMENTS.

LOCATION MAP (NTS)



REFERENCES:
DEED: D.B. 453 PG. 423
PLAT: P.C. "A" SLIDE 311A

TAX ID REFERENCE: 00-9589-27-0466-55

SCREEN FILE: 00-016

CHECKED BY: S.K.R.

REVISIONS:

DATE: MARCH 12th, 2002

SURVEY BY
STACY KENT RHODES
NC PLS 2959

WAGGONER & RHODES
LAND SURVEYORS, INC.

130 JOEL WRIGHT DRIVE
HENDERSONVILLE, NORTH CAROLINA 28792
PHONE: (828) 693-1022

DRAWN BY: R.L. STEPP JOB NUMBER: 00-016

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Jennifer Musselwhite

Department: Finance

Date Submitted: 12/30/2020

Presenter: Jennifer Musselwhite

Title of Item: Utility Billing Policy Update - Leak Adjustments

Nature of Item: Council Action

Council Meeting Date: 01/07/2021

Summary of Information/Request:

Item # 5Q

Submit for your approval a billing policy change for utility customers that apply for a leak adjustment. The change will approve the process of how leak adjustments are submitted to the Finance Department. In the change, we will eliminate proof of repair documents which are receipts or itemized plumbers invoices. Residential customers will include a flat rate adjustment based on the meter size of the billed account. We have updated policy definitions and these change are to simplify customer requirements and streamline the leak adjustment policy.

Budget Impact: $ 0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move Council approve the Leak policy changes as presented by the Finance Department.

Attachments:

Utility Billing Policy-Leak Adjustments

Policy to follow. Staff are finalizing and will provide prior to meeting or recommend item move to February.

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Lew Holloway

Department: Community Development

Date Submitted: 12/29/2020

Presenter: Lew Holloway

Title of Item: P20-09-CZD - The Cedars Conditional Rezoning Application

Nature of Item: Council Action

Council Meeting Date: January 7th, 2020

Summary of Information/Request:

Item # 7A

The City is in receipt of a Conditional Rezoning application from Tom Shipman for the rehabilitation of one 4-story historic inn which totals 15,310 square feet and the development of two new 6 story plus basement garage buildings, one along the Buncombe St. edge of the property and the other along the Church St. edge of the property. Each of the buildings consists of a total of approximately 100,000 square feet of conditioned space, the Church Street building includes two levels of parking garage for at approximately 37,500 square feet while the Buncombe Street building includes one level of parking garage at approximately 18,750 square feet. In addition, an approximately 6,250 square foot atrium connects the three facilities. In total the project consists of nearly 235,000 square feet of conditioned space.

The project is being presented as a combined hotel/condominium development with 11 traditional hotel rooms in the historic inn and another 132 condo/hotel suites, 48 of which include a lock-outs, for a total of 180 potential rooms within the Buncombe and Church Street buildings. Additional amenities included in the project are conference center and restaurant facilities. The subject properties which are subject to the rezoning request are identified as parcel numbers 9568-79-3224, 9568-79-2254, 9568-79-0293 and 9568-79-0388; parcel # 9568-79-3224 is the current location of “The Chariot” event space, 9568-79-2254 includes a one-story frame house, 9568-79-0293 includes the historic Cedars Inn and 9568-79-0388 includes a 2 story house. The applicant is requesting to rezone the subject property from CMU, Central Central Mixed Use to CMU CZD, Central Mixed-Use Conditional Zoning District.

Suggested Motion(s):

1) FOR RECOMMENDING APPROVAL:

I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from CMU, Central Mixed Use to CMU CZD, Central Mixed Use Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the Published List of Uses and Conditions, finding that the rezoning is consistent with the Comprehensive Plan’s Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons:

[PLEASE STATE YOUR REASONS] - SUGGESTED CATEGORIES FOR REASONS; 1. Comprehensive Plan consistency; 2. Compatibility with surrounding uses; 3. Changed conditions; 4. Public interest; 5. Public facilities; 6. Effect on natural environment.

2) FOR RECOMMENDING DENIAL:

I move the City Council not adopt an ordinance rezoning the subject property for the following reasons:

[PLEASE STATE YOUR REASONS] - SUGGESTED CATEGORIES FOR REASONS; 1. Comprehensive Plan consistency; 2. Compatibility with surrounding uses; 3. Changed conditions; 4. Public interest; 5. Public facilities; 6. Effect on natural environment.

Agenda

Budget Impact: $ 0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Project Number:

N/A

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

P20-09-CZD The Cedars Staff Report, Proposed Ordinance

Community Development Staff Report

TO: City Council

FROM: Community Development Department - Planning Division

RE: 227 7th Avenue West - The Cedars
FILE #: P20-09-CZD

DATE: January 7th, 2021

PROJECT DESCRIPTION

The City is in receipt of a Conditional Rezoning application from Tom Shipman for the rehabilitation of one 4-story historic inn which totals 15,310 square feet and the development of two new 6 story plus basement garage buildings, one along the Buncombe St. edge of the property and the other along the Church St. edge of the property. Each of the buildings consists of a total of approximately 100,000 square feet of conditioned space, the Church Street building includes two levels of parking garage for at approximately 37,500 square feet while the Buncombe Street building includes one level of parking garage at approximately 18,750 square feet. In addition, an approximately 6,250 square foot atrium connects the three facilities. In total the project consists of nearly 235,000 square feet of conditioned space.

The project is being presented as a combined hotel/condominium development with 11 traditional hotel rooms in the historic inn and another 132 condo/hotel suites, 48 of which include a lock-outs, for a total of 180 potential rooms within the Buncombe and Church Street buildings. Additional amenities included in the project are conference center and restaurant facilities. The subject properties which are subject to the rezoning request are identified as parcel numbers 9568-79-3224, 9568-79-2254, 9568-79-0293 and 9568-79-0388; parcel # 9568-79-3224 is the current location of “The Chariot” event space, 9568-79-2254 includes a one-story frame house, 9568-79-0293 includes the historic Cedars Inn and 9568-79-0388 includes a 2 story house. The applicant is requesting to rezone the subject property from CMU, Central Central Mixed Use to CMU CZD, Central Mixed-Use Conditional Zoning District.

Mr. Shipman started the conditional rezoning process in April of 2020. Mr. Shipman participated in a neighborhood compatibility meeting held on May 26th, 2020. Following design development work, Mr. Shipman submitted a Preliminary Site Plan for staff and Planning Board review on November 20th, 2020.

NEIGHBORHOOD COMPATIBILITY

Several people representing the public, development team and staff attended the meeting in person as well as virtually. The minutes from that neighborhood compatibility meeting are included as Appendix A in this staff report.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on December 14th, 2020. The Planning Board voted 6-0 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville. Changing the zoning designation of the subject property from CMU Central Mixed Use District to CMU-CZD Central Mixed Use Conditional Zoning District based on the site plan submitted and subject to the limitations and conditions stipulated on the published list of uses and conditions, finding that the rezoning is consistent with the Comprehensive Plan, and that the rezoning is reasonable and in the public interest.

The list of conditions reviewed and recommended for adoption by the Planning Board are listed below:

1) *That the Schematic Site Plan be updated to reflect the required spot elevations and associated calculations to determine the "Average Grade."*
    a. *Average Grade" to be established by identifying at least three spot elevations, measured at equal distances from each other and spaced no more than 50' apart, along each façade of a building. The resultant spot elevations shall be added together and divided by the total number of spot elevations identified to determine the building's "average grade."*
        i. *Spot elevations shall be measured within 2' of the building foundation and reflect the proposed finished grade for the project.*
        ii. *Spot elevations shall not be taken from berms or another fill which would artificially impact the site elevation.*

2) *That the "Elevations" provided as a component of the CZD application be amended to the height measured from the roof deck line on the mansard roofs.*

3) *With the "Average Grade" established as described above and the point of measurement for the height of the mansard roof adjusted, the building(s) then be shown to meet the 64' height limitation.*

4) *That Ramey Kemp submit a technical memo or addendum to the TIA as a response to the comments which satisfies the concerns raised by the City's Traffic Consultant.*

5) *That NCDOT driveway permits be obtained prior to Final Site Plan Approval.*

6) *That the proposed off-site parking lot be included in the schematic site plan and improved per the requirements of the Conditional Zoning District zoning and comprehensive plan standards and guidance.*

7) *That a combination of planters with elevations changes and a sidewalk widened to 8' be used to enhance the pedestrian experience along the Church Street edge of the project.*

8) *That the "Ballroom Patio" be better connected visually and via physical access to the sidewalk itself and that the area for pedestrian respite be integrated into this design solution.*

9) *Note those trees which will be preserved during the renovation and construction process on the schematic site plan. Include a note that preservation efforts will comply with the standards set forth in Section 15-4 of the Zoning Ordinance.*

PROCESS GUIDELINES

In reviewing a rezoning request, staff, the Planning Board and City Council are tasked with reviewing the project to determine how it fits into our community based on our guiding planning documents. The specific categories of review are identified in Section 11-4 of the City's Zoning Ordinance, which highlights that the following factors shall be considered prior to adopting or disapproving an amendment to the City's Official Zoning Map:

1. **Comprehensive Plan consistency.** Consistency with the Comprehensive Plan and amendments thereto.

2. **Compatibility with surrounding uses.** Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.

3. **Changed conditions.** Whether and the extent to which there are changed conditions, trends or facts that require an amendment.

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.

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.

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.

Rezoning Request Context Analysis

COMPREHSIVE PLAN STANDARDS

The subject property is classified as Urban Institutional on the 2030 Comprehensive Plan's Future Land Use Map. A site-specific section of the Future Land Use Map is included as Appendix C in this staff report.

The 2030 Comprehensive Plan's Future Land Use Map designates parcels to the north, west and south as Urban Institutional. Parcels to the east are designated as Downtown Support.

The goal of the Urban Institutional classification is to "Create a cohesive, well-defined urban campus for medical and educational institutions, with supportive office, service and residential uses, that is integrated with Downtown."

The recommended primary and secondary land use in Urban Institutional are as follows:

<u>Recommended Primary Land Uses:</u>
- Public and institutional uses
- Offices
- Structured or underground parking

<u>Recommended Secondary Land Uses:</u>
- Single-family attached residential
- Multi-family residential
- Live-work units
- Limited retail and services

<u>Urban Institutional Development Guidelines:</u>
- Similar development standards to Downtown Support
- Encouragement of neighborhood master-planning that links hospital with offices, services and Downtown
- Development and maintenance of traffic calming improvements

The goal of the Downtown Support classification is to "Support the Downtown retail core and create a transition between Downtown Core and adjacent residential neighborhoods"

<u>Recommended Primary Land Uses:</u>
- Offices
- Single-family attached and multi-family residential
- Live-work units

- Public and institutional uses
- Arts and entertainment establishments
- Structured or underground parking

Recommended Secondary Land Uses:

- Retail
- Parks and plaza

Downtown Support Development Guidelines:

- Minimal front setback
- Rear or limited side parking only
- Façade articulation
- Development and maintenance of traffic calming improvements
- Ground-floor storefronts and/or architectural detailing on parking structures

EXISTING LAND USE & ZONING REGULATIONS

The subject property is currently zoned CMU, Central Mixed-Use District and is currently vacant. Surrounding land uses and zoning districts are shown on the "Existing Land Use Map" and "Existing Zoning Map" which are included as Appendix D and E in this staff report.

The parcels proposed to be a part of the development project are directly abutted by CMU Central Mixed-Use zoning in all directions. Beyond the project boundary parcels to the north and west are zoned Planned Institutional Development – CZD and MIC Medical, Institutional & Cultural.

It is notable that the site is located catty-corner to the Main Street Municipal Service district and one block from Main Street proper. It is also approximately, one block from the Hendersonville High School campus and two blocks from the Pardee Medical Campus.

SITE PLAN REVIEW

The site plan is included as Appendix G in this report.

Buildings

- The site contains one 4 story historic building (The Cedars) which is slated to be renovated into a restaurant and hotel rooms. The building is a little over 15,000 square feet of the project.
- A commercial event space (The Chariot), two residential buildings and two shed structures are proposed for demolition on the site.
- Two new buildings, referred to as the Buncombe tower and Church tower by staff in this review document, along with an atrium connecting the new towers to the historic hotel are to be constructed on the site. The total square footage of the new construction is over 200,000 square feet. The footprint for each tower is approximately 18,850 square feet.
- The Church tower contains two floors of parking garage with 6 stories of conditioned space above. There is no internal vehicular connection between deck levels.
- The Buncombe tower contains 1 floor of parking garage with 6 stories of conditioned space above.

Lot Size

- The lot size shown on the site plan is 2.3 acres or 100,355 square feet.
- Total Building Footprint: 57,567 square feet (57.4%)
- Open Space: 29,461 square feet (29.3%)

Zoning District Standards - CMU Central Mixed-Use Section 5-19

- Development Standards for CMU include guidelines in following categories
  - Uses
    - The proposed site uses included; Hotel, Multi-Family Residential and Restaurant/Conference Space, are all permitted uses within CMU.
  - Parking & Loading: Section 5-19-3.1
    - Section 6-5 applies. 1 per guestroom plus 1 per 600 square feet of public meeting area/restaurants. Residential requirement are 1 per dwelling unit or 1.5 per dwelling unit exceeding three bedrooms.
    - Proposed total parking meets or exceeds requirements for either use category.
    - 64 spaces or 29.5% of required spaces are noted as off-site parking; staff are currently requesting additional information on off-site spaces.
  - Dimensional Requirements: Section 5-19-3.2
    - The maximum building height in the district is 36'; provided however that structures containing at least three floors limited to

residential uses may be constructed to a height not exceeding 64'.
    - The properties are also within the "Downtown Height District" and limited by this local bill to a height of 64'. Height is measured from average finished grade.
    - Setbacks are 12' from the back of the curb of any street.

- Streetscape Design: Section 5-19-3.3
    - Street Walls must engage the pedestrian public landscapes, blank walls are limited in their length.
    - Screening
    - Street Trees
    - Reflective Surfaces
    - Urban Open Spaces requires 5% of building square footage be dedicated to open space. This equates to 11,750 square feet.

Parking Requirements - Table 6-5-2

- See Parking & Loading requirements under Zoning District Standards

Traffic Impact Analysis - Section 6-18

- A traffic impact analysis was required and conducted for this project. Staff are currently working with our traffic consultant to review the analysis submitted.

Entrance

- Access to the two levels of the Church tower parking garage is from Church Street.
- Access to the Buncombe tower parking garage is from Buncombe Street.
- There is a drop-off area, 5 parking spots and associated one-way drive that exits and enters off of 7th Avenue West.
- The Church Street and 7th Ave. drives will have to be reviewed by NC DOT for a driveway permit. Buncombe Street is a city-maintained road.

Sidewalks - Section 6-12

- Sidewalks are required on both sides of the street within the CMU- Central Mixed-Use district.
- Sidewalks will be provided on the subject property's frontage on Church Street, 7th Ave and Buncombe Streets.

Project Phasing - Section 7-5

- The project does not appear to be phased.

Tree Survey & Buffering - Section 15

- The site plan appears to indicate that a total of 28 trees identified on the site survey will be preserved during the construction process.

- The majority of proposed preservation is along the south-western edges of the property.
- There are also a line of 6 trees along Church Street that appear to be slated for preservation.
- Buffer yards:
    - The property is surrounded by properties zoned CMU; ROW's on Church, 7th Ave. and Buncombe Street all exceed 30'
    - However, as the ordinance states that existing use take precedent over zoning; staff believe that it would be appropriate to require a 10' Type B buffer along the northern property boundary adjacent to 730 Buncombe Street.
    - The project developers have proposed a series of buffer types along the northern boundary of the project, including the suggested type B buffer suggested above.

Staff Report Recommendations

STAFF COMMENTS

In this section Planning Board members can find staff comments relating to the consistency of the proposed site plan with the guidance offered in the City's Comprehensive Plan and Zoning Ordinance. Staff will also include recommended conditions for approval here, alongside references to supporting comprehensive plan and ordinance standards for the Planning Board's review. Planning Board may recommend approval of the rezoning request to City Council with or without conditions or recommend denial of the rezoning request.

<u>Preliminary Site Plan Review:</u>

- The Development Review Committee conducted an initial review of the submitted site plan on Wednesday December 2nd.
    - Items discussed included:
        - Concrete apron through each drive
        - Stormwater in Buncombe installed by developer; coordination with City to precede installation.
        - DOT & City Driveway permits required.
        - Will deck be power-washed? Pressure washing run-off not permitted in stormwater drains.
        - 3-party encroachment agreement for sidewalks, DOT, City & Developer)
        - Stormtech must have inspection ports.
    - Possible Conditions:
        - Silva Cells or similar infrastructure required for all proposed street trees.
        - Bring all existing site sidewalks into compliance, 5' wide and ADA compliant ramps at intersections.
- Staff Initial Review conducted of the submitted site plan on Friday December 4th.
    - Initial Review Comments
        - All of the required information for a Preliminary Site Plan review appears to be in the submitted plan set, however, it is widely dispersed and has made the review process less transparent for staff.
        - We are requesting that the development team produce a more detailed schematic site plan to better illuminate the intent of some areas of the project.
            - This includes the Church Street and 7th Avenue corner of the property.
            - The Church Street entrance to the property.

Comprehensive Plan Consistency:

- The Project is in what the Comprehensive Plan notes as a "Priority Growth Area." These areas are identified as a part of an overall growth management strategy that "encourages infill development that maximizes use of existing infrastructure, preservation of natural and agricultural resources, and fiscally responsible growth."
- Urban Institutional calls for residential as a recommended secondary land use.
- Urban Institutional highlights development standards which are similar to Downtown Support, including:
    - Traffic Calming Improvements
    - Ground Floor storefronts and/or architectural detailing on parking structures.
    - Façade Articulation
    - Minimal Setback
- Staff noted that the Church Street corridor will be impacted most dramatically by the scale of the Church tower, because of the grade changes, i.e. you are traveling uphill towards 7th Ave.
- The site overall is located at a high point in the general area and within downtown overall.
- Staff noted the significance of the 7th Ave. and Church Street corner of the property in
    - Connecting the overall building to the public realm.
    - Bringing the Conference facility within the building into contact and connection with the surrounding streetscape.
    - Because of the scale of the building along Church Street, it may be appropriate to have a wider sidewalk requirement along that edge to promote pedestrian comfort.
    - Other strategies with planting etc. along that edge might help to soften the pedestrian experience along that corridor.
    - It seems likely that this corridor, along with Buncombe, likely see foot traffic from the Hendersonville High School campus.
    - Staff also noted the potential of improvements at this intersection to promote traffic calming along Church Street and 7th Avenue.
- Staff feel that the Schematic Site Plan needs additional detail to define how this edge of the property will interact with the public realm.

Planning Board Recommended Rezoning Conditions: These conditions are included in the attached suggested motion. They can be included or removed at Council's discretion and upon agreement by the parties involved.

1) *That the Schematic Site Plan be updated to reflect the required spot elevations and associated calculations to determine the "Average Grade."*
    a. *Average Grade" to be established by identifying at least three spot elevations, measured at equal distances from each other and spaced no more than 50' apart, along each façade of a building. The resultant spot elevations shall be added together and divided by the total number of spot elevations identified to determine the building's "average grade."*
        i. *Spot elevations shall be measured within 2' of the building foundation and reflect the proposed finished grade for the project.*
        ii. *Spot elevations shall not be taken from berms or another fill which would artificially impact the site elevation.*

2) *That the "Elevations" provided as a component of the CZD application be amended to the height measured from the roof deck line on the mansard roofs.*

3) *With the "Average Grade" established as described above and the point of measurement for the height of the mansard roof adjusted, the building(s) then be shown to meet the 64' height limitation.*

4) *That Ramey Kemp submit a technical memo or addendum to the TIA as a response to the comments which satisfies the concerns raised by the City's Traffic Consultant.*

5) *That NCDOT driveway permits be obtained prior to Final Site Plan Approval.*

6) *That the proposed off-site parking lot be included in the schematic site plan and improved per the requirements of the Conditional Zoning District zoning and comprehensive plan standards and guidance.*

7) *That a combination of planters with elevations changes and a sidewalk widened to 8' be used to enhance the pedestrian experience along the Church Street edge of the project.*

8) *That the "Ballroom Patio" be better connected visually and via physical access to the sidewalk itself and that the area for pedestrian respite be integrated into this design solution.*

9) *Note those trees which will be preserved during the renovation and construction process on the schematic site plan. Include a note that preservation efforts will comply with the standards set forth in Section 15-4 of the Zoning Ordinance.*

10) That all site lighting be dark sky compliant.

Developer Proposed Conditions: These conditions are included in the attached suggested motion. They can be included or removed at Council's discretion and upon agreement by the parties involved.

Developer proposed condition:

For purposes of this conditional zoning permit, the following shall apply:

1) A floor of a building shall be considered in residential use if at least 80% of the floor's square footage is dedicated to residential use;

2) The 80% threshold shall be measured according to the percentage of a floor's square footage dedicated to residential use;

3) Residential use shall mean multi-family dwelling units which (although located in the same building or on the same floor as hotel units) are not a part of the hotel; and

4) The offering of such multifamily dwelling units for short term rentals shall not disqualify such units from being considered "residential."

5) Short term rentals are defined as rental stays which do not exceed 30 consecutive calendar days.

Staff Note: Planning Board did not see the "Developer Proposed Condition" listed above. The design team has begun addressing the conditions recommended by the Planning Board. Staff would work with the team during Final Site Plan review to confirm their compliance with the Published List of Uses and Conditions. Initial review by staff of the developer responses indicates that they are generally in compliance with the proposed conditions.

SUGGESTED MOTIONS

1) For Recommending Approval:

I move the City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from CMU, Central Mixed Use to CMU CZD, Central Mixed Use Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the Published List of Uses and Conditions, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons:

[PLEASE STATE YOUR REASONS]

SUGGESTED CATEGORIES FOR REASONS

1. Comprehensive Plan consistency.
2. Compatibility with surrounding uses.
3. Changed conditions.
4. Public interest.
5. Public facilities.
6. Effect on natural environment.

2) For Recommending Denial:

I move the City Council not adopt an ordinance rezoning the subject property for the following reasons:

[PLEASE STATE YOUR REASONS]

SUGGESTED CATEGORIES FOR REASONS

1. Comprehensive Plan consistency.
2. Compatibility with surrounding uses.
3. Changed conditions.
4. Public interest.
5. Public facilities.
6. Effect on natural environment.

IN RE: 227 7th Avenue Rezoning – The Cedars (File # P20-09-CZD)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

- Condominiums
- Hotels and motels
- Conference Facilities
- Restaurants
- Parking lots and parking garages

II. Conditions:

(1) Shall Be Attached to the Conditional Rezoning and Satisfied Prior to Issuance of Final Site Plan Approval:

a. That the Schematic Site Plan be updated to reflect the required spot elevations and associated calculations to determine the "Average Grade."

i. Average Grade" to be established by identifying at least three spot elevations, measured at equal distances from each other and spaced no more than 50' apart, along each façade of a building. The resultant spot elevations shall be added together and divided by the total number of spot elevations identified to determine the building's "average grade."

ii. Spot elevations shall be measured within 2' of the building foundation and reflect the proposed finished grade for the project.

iii. Spot elevations shall not be taken from berms or another fill which would artificially impact the site elevation.

b. That the "Elevations" provided as a component of the CZD application be amended to the height measured from the roof deck line on the mansard roofs.

c. With the "Average Grade" established as described above and the point of measurement for the height of the mansard roof adjusted, the building(s) then be shown to meet the 64' height limitation.

d. That Ramey Kemp submit a technical memo or addendum to the TIA as a response to the comments which satisfies the concerns raised by the City's Traffic Consultant.

e. That NCDOT driveway permits be obtained prior to Final Site Plan Approval.

f. That the proposed off-site parking lot be included in the schematic site plan and improved per the requirements of the Conditional Zoning District zoning and comprehensive plan standards and guidance.

g. That a combination of planters with elevations changes and a sidewalk widened to 8' be used to enhance the pedestrian experience along the Church Street edge of the project.

h. That the "Ballroom Patio" be better connected visually and via physical access to the sidewalk itself and that the area for pedestrian respite be integrated into this design solution.

i. Note those trees which will be preserved during the renovation and construction process on the schematic site plan. Include a note that preservation efforts will comply with the standards set forth in Section 15-4 of the Zoning Ordinance.

j. That all site lighting be dark sky compliant.

k. For purposes of this conditional zoning permit, the following shall apply:

1) A floor of a building shall be considered in residential use if at least 80% of the floor's square footage is dedicated to residential use;

2) The 80% threshold shall be measured according to the percentage of a floor's square footage dedicated to residential use;

3) Residential use shall mean multi-family dwelling units which (although located in the same building or on the same floor as hotel units) are not a part of the hotel; and

4) 4) The offering of such multifamily dwelling units for short term rentals shall not disqualify such units from being considered "residential."

5) 5) Short term rentals are defined as rental stays which do not exceed 30 consecutive days.

(2) Shall Be Attached to the Conditional Rezoning:

Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Hendersonville Zoning Ordinance and Code of Ordinances.

With their signatures below, the undersigned applicant(s) and property owner(s) consent to and agree to the imposition of all conditions stated.

Applicant

Signature:_____

Printed Name:_____

Date:_____

Property Owner:

Signature:_____

Printed Named:_____

Date:_____

Title within LLC:_____

Ordinance #___-____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR 227 7th AVENUE WEST – THE CEDARS BY CHANGING THE ZONING DESIGNATION FROM CMU: CENTRAL MIXED-USE DISTRICT TO CMU CZD: CENTRAL MIXED-USE CONDITIONAL ZONING DISTRICT

IN RE: 227 7th Avenue West – The Cedars
(File # P20-09-CZD)
PIN # 9568-79-3224, 9568-79-2254, 9568-79-0293 and 9568-79-0388

WHEREAS, the City is in receipt of a Conditional Rezoning application from Tom Shipman for the rehabilitation of one 4-story historic inn and the development of two, 6 story plus basement garage, condominium towers.

WHEREAS, the Planning Board took up this application at its regular meeting on December 14th, 2020; voting to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on January 7th, 2021, 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:

   Parcels 9568-79-3224, 9568-79-2254, 9568-79-0293 and 9568-79-0388 from CMU Central Mixed-Use District to CMU-CZD Central Mixed-Use Conditional Zoning District.

2. Development of the parcels shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be subject to the site limitations and conditions stipulated on the published List of Uses and Conditions.

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

Adopted this 7th, day of January 2021.

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

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Amy H. Knight, a Notary Public in Henderson County, State of North Carolina, do hereby certify that Barbara G. Volk in her capacity of Mayor of the City of Hendersonville; Angela L. Reece, in her capacity of City Clerk; and Angela S. Beeker, in her capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 2021.

My commission expires:

_____
Amy H. Knight

APPENDIX A

Planning Report
Neighborhood Compatibility Meeting
Application for a Conditional Zoning District
The Cedars Hotel File # P20-9-CZD
Tuesday, May 26, 2020 2:00 p.m.

Daniel Heyman, Planner, convened the compatibility meeting at 2:00 pm in the Assembly Room of the City Operations Center. Approximately one member of the public, three application representatives and five City staff were in attendance. The follow attended:

Name	***Address***	***Name***	***Address***
Tamara Peacock (app)	Hendersonville, NC		
Joey Burnett (app)	Hendersonville, NC		
Tommy Shipman & Wife	211 7th Ave. East		
Susan Frady	staff		
Daniel Heyman	staff		
Tyler Morrow	staff		
Terri Swann	staff		
Allison Nock	staff		

Mr. Heyman opened the meeting explaining this is the first step in a three-step process. He explained the conditional rezoning process adding anyone who received notice of this meeting would receive notice of the City Council Public Hearing. Minutes of this meeting will be forwarded to Planning Board and City Council. Mr. Heyman said the project will go before the Planning Board in July and City Council will hear the project in August. Mr. Heyman stated this meeting is for the neighbors to learn about the project and they should focus on the compatibility of the project in the neighborhood. This is virtual meeting and Mr. Heyman explained the process and the steps to participate in the meeting. This is an informal meeting so please state your name and address before making any comments as minutes of this meeting are being taken.

Mr. Heyman stated the property is zoned CMU, Central Mixed Use. The applicants are asking for a conditional rezoning to CMU CZD, Central Mixed-Use Conditional Zoning District as this project exceeds 50,000 square feet in size. This project will have 139 hotel rooms, condos, a restaurant, conference room and other amenities. If approved, the project will be limited to what is on the approved plan.

The applicants submitted a video that was played concerning the project.

Tamara Peacock with Tamara Peacock Architects stated after the video, it was touching how important this project is to the City of Hendersonville. This site works wonderfully for what is being proposed. They did encounter challenges, but they worked through them. They plan to utilize The Cedars as the

main feature of the whole project. They did not take away from The Cedars building as the state guidelines for preservation of historic buildings state this as a requirement. Concerning the setbacks and height requirements, this project meets everything per code. The new buildings will not exceed the height of the chimneys on the original building. There will be parking underground and they took traffic into consideration when planning the underground parking. The architecture of the new buildings will complement The Cedars building. This is something the town will be proud of.

Tommy Shipman stated he is the property owner and he was born and raised here in Hendersonville. He wants to preserve the old building and build the new buildings to resemble the old one. He tried to sell the property, but most potential buyers just wanted to tear down The Cedars. He did not want the building to be torn down, so he worked with Ms. Peacock on this project. He has received a lot of support on this project.

Mr. Heyman read the written comments:

Reab Berry – 494 Whitehead Road
I am in favor of The Cedars - P20-09-CZD Project. It will be a welcome addition to Hendersonville. I plan to use the facility and promote its use to my family and friends.

Derek Luebbe – 730 Buncombe St
Living adjacent to the property, I would like to understand the planning document in more detail especially in regards to the service entrance. What barriers (natural and/or manmade) will be enacted to preserve my property's sound and sight aesthetic appeal? What operational hours will the service entrance be able to operate? I would like to see the plans in more detail to better understand the impact on my property. Considering most of the property is surrounded by non-residential usage, I'm concerned with the placement of that service entrance in that particular location and the impact it may have.

Ms. Peacock responded to this comment. She stated this is the first meeting concerning this project and they do not have a lot of the specifics worked out. They will be working with the Fire Department and Engineers on the project. There will be a 10-foot landscape buffer and they plan to take Mr. Luebbe's comments into consideration. They are willing to meet with him and work out any concerns he may have.

Scott Keels – 22 Lakemoor Ln
I believe the Cedars proposal would be a perfect use of this property and great asset to Hendersonville in many ways. I'm glad that the original building is being retained as the centerpiece of this design and appreciate the effort to harmonize the new construction with the old.

Ken Fitch – 1046 Patton St (emailed comment)
There is considerable discussion in the community along with many questions about this major project.

I had mentioned to you previously about other views of the project. The renderings so far are from perspectives that are not the primary viewpoints.

it would be helpful to see:

1) a rendering of view from the 7th avenue entry into the City

2) a rendering of view from Asheville Highway/Church Street. /HHS football field.

3) Site plan of the project with entries, etc.

4) the height of project relative to the Catholic Church

5) clarification of what current properties/buildings would be removed

6) What existing tall trees would remain

As we have discussed before, the more information available upfront in these times of limited meetings would be helpful.

Ms. Peacock stated there are several cedar trees on the property that are not in great shape. Mr. Shipman stated a lot of the trees are not in great health and need to be replaced. They will replace any trees they have to remove. Ms. Peacock stated they plan to add retaining walls and they will give more detail on this at a later time.

Mr. Heyman stated they will now move to the live comment portion of this meeting. Anyone wanting to speak will need to press the hand raise option.

Deborah Holt stated she has lived here for 15 years and she is a supporter of this project. This will be a first-class quality hotel and she would like to thank the owners for preserving the building. She feels this project will preserve the downtown historic feel of Hendersonville. She compared this project to the Martha Washington Inn and feels it will be a great asset to the city.

Mr. Heyman asked if anyone else would like to comment. No other comments were made.

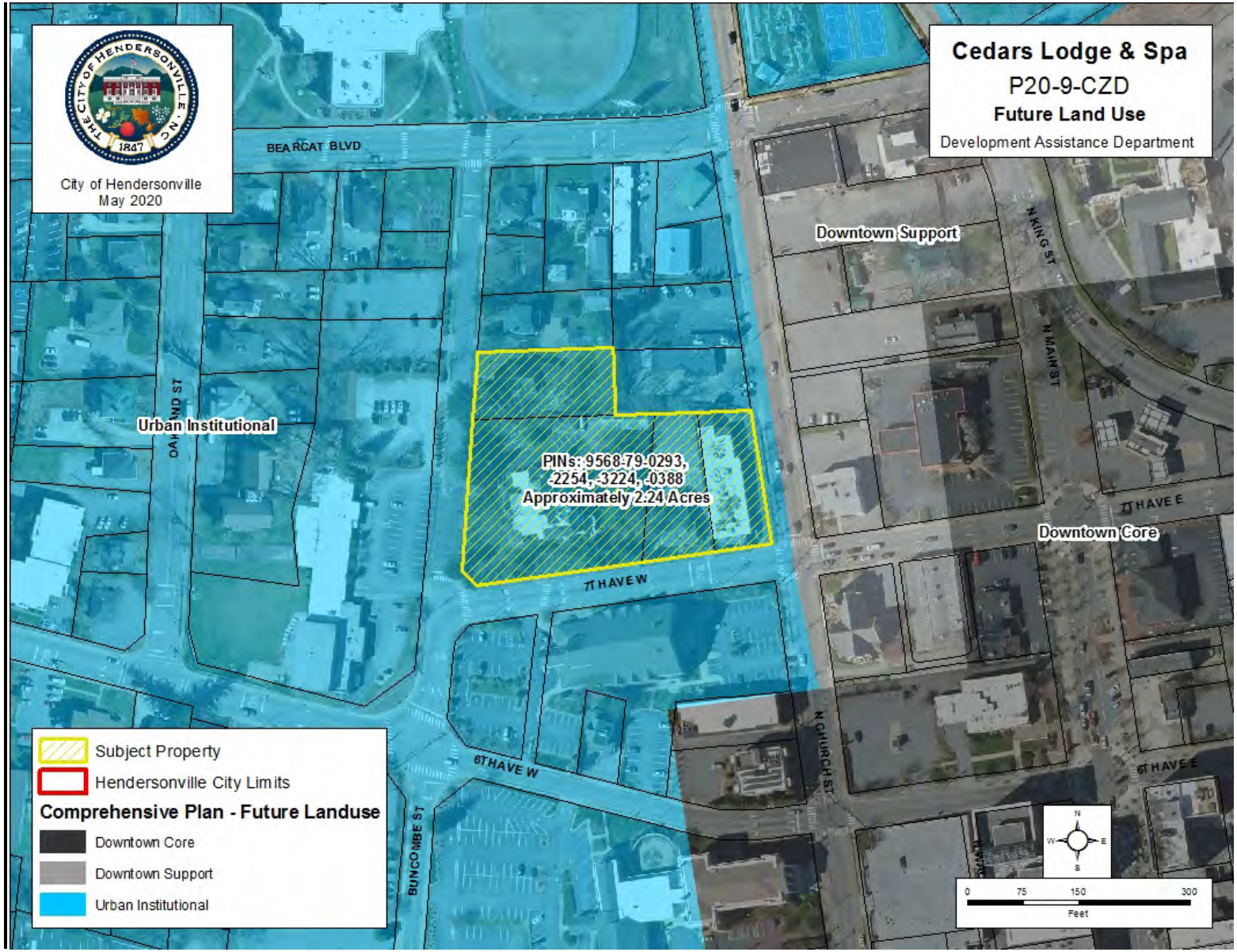
Mr. Heyman stated this concludes the meeting. He stated the next step for this project is the Planning Board and everyone that got noticed will be noticed of the Planning Board meeting as well.

With no further comments or questions, Mr. Heyman closed the meeting at 2:30 pm.

APPENDIX B

Reserved – Planning Board Minutes

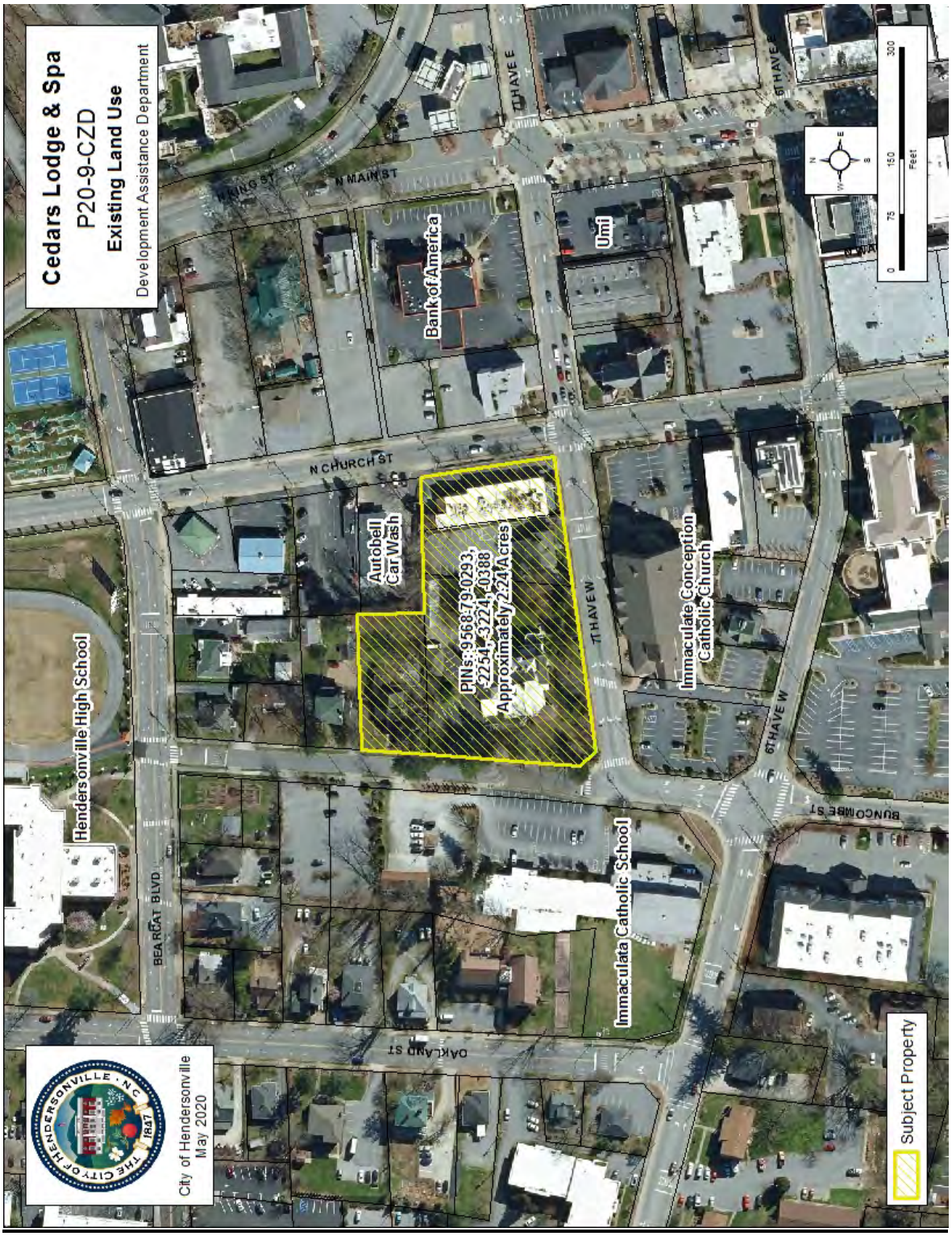
APPENDIX C



Agenda

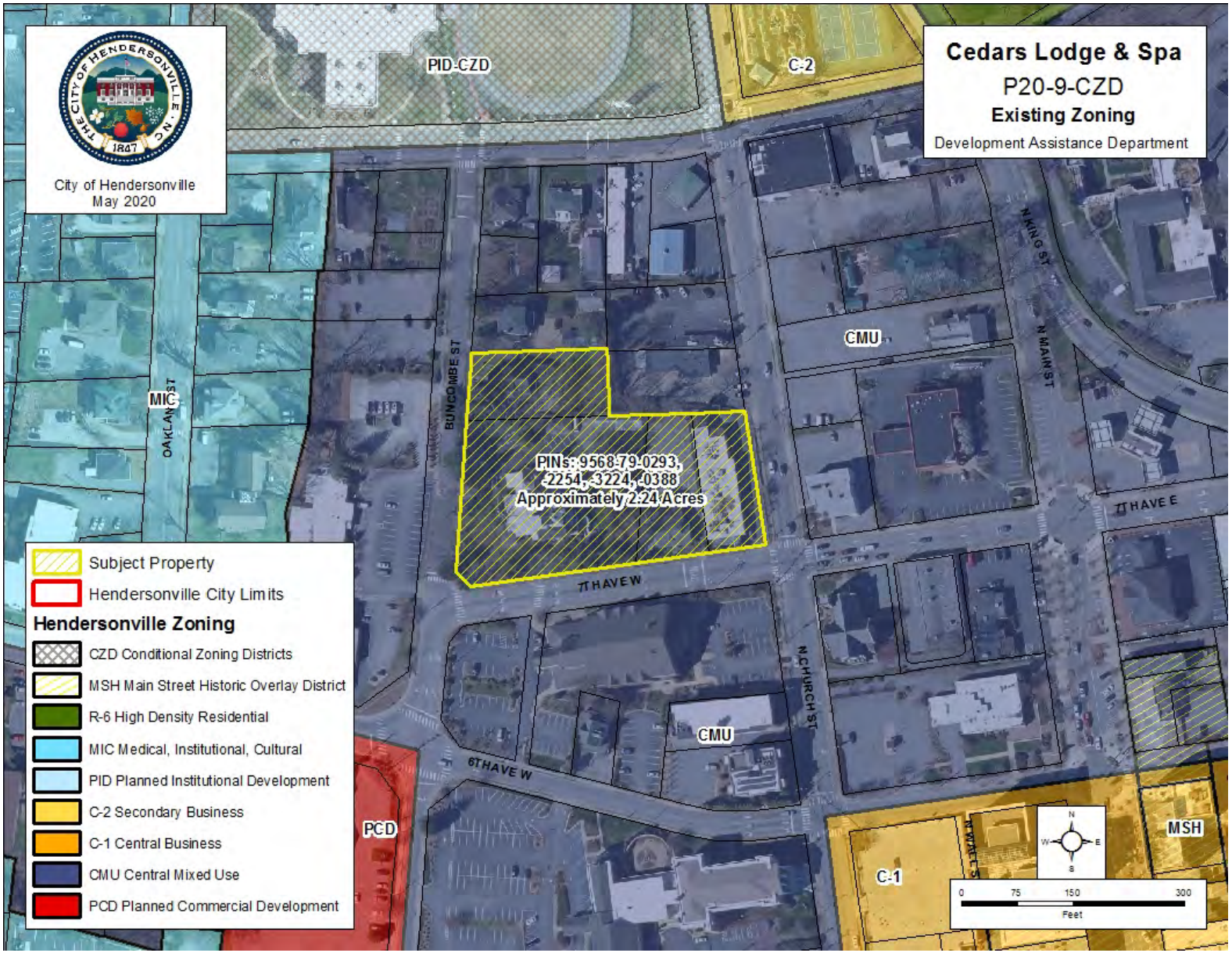
Agenda

APPENDIX D



Agenda

APPENDIX E



APPENDIX F

Preliminary Site Plan Review
File Name: P20-09-CZD – The Cedars
Reviewed by - Lew Holloway
Date: 12/04/2020

Date with Month, Day, and Year (7-3-3.2(a)):

Title of Project (7-3-3.2(b)):

Name of Project Designer, Developer, and Property Owner (7-3-3.2(b)):

North Arrow, Scale, and Landmarks Sufficient to Identify Location (7-3-3.2(c)):

Vicinity Map (7-3-3.2(d)):

Zoning of Project and Adjacent Properties (7-3-3.2(e)):

City Limits (7-3-3.2(f)):

Names of Adjacent Property Owners (7-3-3.2(g)):

General comments regarding the above; while this information is available via the total package submission, it needs to be consolidated onto a "Schematic Site Plan." In the package submitted it would appear this might be considered page AS101, which is not sufficient. Staff recommend that the schematic site plan be set-up more like the "Utility Plan – C201" in the package.

Site Survey (7-3-3.2(h)): Submitted

Floodplain and Other Significant Natural Features (7-3-3.2(i)): N/A - Completed

Proposed Streets, Alleys, Driveways, Parking Requirements, etc. (7-3-3.2(j)):

Completed

Preliminary Utility Layout (7-3-3.2(k)):

1) Utility Plan Included

Entrance and Exit Locations (7-3-3.2(l)):

1) Locations shown;
2) **Comment:** All driveways along 7th Avenue and Church Street will require DOT driveway permits. Driveway along Buncombe will require coordination with City.

Proposed Reservations (7-3-3.2(m)):

1) Proposed Urban Open Space is included in site calculations but not identified on Schematic Site Plan.
2) **Comment:** Include and highlight the proposed area that will meet the standards established in Section 5-19-3.3 f) Urban Open Spaces. Also please note the maintenance provisions via note.

Tree Survey and Proposed Areas for Buffering (7-3-3.2(n)):

1) It does appear that existing vegetation is being preserved, but this is not clearly identified on the schematic site plan.
2) **Comment:** Please include the tree(s) (species & DBH) that will be preserved as a component of the revised schematic site plan. Please note the tree preservation standards that will be applied. This information can be included as a component of the planting plan if the two are to be kept separate.

Building(s) Locations, Dimensions, and Uses (7-3-3.2(o)):

1) **Comment:** Please include basic dimensions on building footprint.

Notations in Chart Format (square footage and percentage of total site) (7-3-3.2(p)):
Total Project Area
Proposed Lot Areas
Site Coverage - Buildings
Site Coverage - Open Space
Site Coverage – Streets and Parking
Site Coverage – Other Facilities
Site Coverage – Urban Open Space:

Completed
Comment: Please include this information on the revised Schematic Site Plan.

Sign Data (7-3-3.2(q)):
Comment: Please include any proposed signage locations on the Schematic Site Plan.

Phasing Lines (7-3-3.2(r)): N/A

Transportation Impact Analysis (7-3-3.2(s)): Required; Plan received. Staff consultant is currently reviewing the document.

Zoning District Standards (applicable zoning district in Article 5):

1) Development Standards for CMU include guidelines in following categories
    a. Uses
        i. The proposed site uses included; Hotel, Multi-Family Residential and Restaurant/Conference Space, are all permitted uses within CMU.
    b. Parking & Loading: Section 5-19-3.1
        i. Section 6-5 applies. 1 per guestroom plus 1 per 600 square feet of public meeting area/restaurants. Residential requirement are 1 per dwelling unit or 1.5 per dwelling unit exceeding three bedrooms.
        ii. Proposed total parking meets or exceeds requirements for either use category.
        iii. 64 spaces or 29.5% of required spaces are noted as off-site parking; staff are currently requesting additional information on off-site spaces.
    c. Dimensional Requirements: Section 5-19-3.2
        i. The maximum building height in the district is 36'; provided however that structures containing at least three floors limited to residential uses may be constructed to a height not exceeding 64'.
        ii. The properties are also within the "Downtown Height District" and limited by this local bill to a height of 64'. Height is measured from average finished grade.
        iii. Setbacks are 12' from the back of the curb of any street.

    d. Streetscape Design: Section 5-19-3.3
        i. Street Walls – The first floors of all buildings, including structured parking, shall be designed to encourage and complement pedestrian-scale activity. Blank wall expanses are not to exceed 20 feet in length (defined in the referenced article)
        ii. Screening required – any screening used to comply with this provision shall consist of a planting area which is at least five feet wide. The area may contain any type of screening materials sufficient to separate visually the land uses, provided such materials meet the requirements of 15-5 of the city's zoning ordinance. If only a wall or fence is used, then the area devoted to the screen need only be wide enough to accommodate the wall or fence and allow for its maintenance.
        iii. Street Trees
        iv. Reflective Surfaces
        v. Urban Open Spaces requires 5% of building square footage be dedicated to open space. This equates to 11,750 square feet.

Entry Corridor (5-18): N/A

Site Lighting Plan (7-3-4.3(r) & 6-13-4):
Comment: Need a site lighting plan, lighting can be included on utilities.

Railroad Right-of-Way Issues (if applicable): N/A

Off-Street Parking (6-5): See Parking 7 Loading Above.

Off-Street Loading and Unloading (6-6): Completed

Sidewalks (6-12): Completed

Rights-of-Way (Thoroughfare) Compliance (6-15): Completed

Common Open Space (common space or urban open space where applicable) (6-16): See comments re: Schematic Site Plan. The specific identification of the area meeting Urban Open Space requirements is being requested.

Stormwater Management (COD Chapter 24 Article III): Provide a completed Stormwater Maintenance Agreement. Contact Engineering for additional details.
Comment: Site will require stormwater maintenance.

Minor Planned Residential Developments (5-14-7.1) (if applicable): N/A

Density- Residential only (5-14-4): There is no density cap in CMU.

Adequate Facilities (7-11): Reviewing; Water & Sewer has been confirmed to be adequate in the area. TIA currently being assessed in concert with City's traffic consultant.

Comprehensive Plan Compliance (Section 14-1): See staff comments.

Landscaping (Article 15): See comments under Zoning District Standards

Natural Resource Protection Standards (floodplain, stream buffer, etc., where applicable) (Article 17): N/A

Downtown Height Limit (64' height limitation for downtown area): Requested the project development team submit additional information regarding "Average Finished Grade" to determine compliance with site height restrictions.

CEDARS LODGE & SPA

211 7TH AVE W
HENDERSONVILLE, NC 28791

OWNER	DEVELOPER	DESIGN ARCHITECT	ARCHITECT	CIVIL ENGINEER	LANDSCAPE ARCHITECT
THE SHIPMAN FAMILY TOM SHIPMAN 828.674.6133	COVIN PROJECT MANAGEMENT GREGG COVIN 305.281.3421	TAMARA PEACOCK CO ARCHITECTS TAMARA PEACOCK 828.696.4000	RBA GROUP CHRIS BYERS 980.256.7640	CDC WARREN SUGG 828.252.5388	TIM HESS - RLA TIM HESS 919.349.0174

BUILDING SQUARE FOOTAGE

GROUND FLOOR (EXCLUDING CEDARS):	43,895 SF
ATRIUM:	6,286 SF
HISTORIC CEDARS (TOTAL):	15,310 SF
HOTEL (ALL FLOORS = 132 + 11 IN CEDARS, 143 TOTAL):	175,684 SF
TOTAL CONDITIONED SPACE:	234,889 SF

REVISION | REVISION DATE YEAR.MONTH.DAY | BY | ISSUED FOR
A

DESIGNER | AUTHOR
APPROVER | CHECKER

122-b west bland st
charlotte nc 28203
704.344.9098

THE TAMARA PEACOCK COMPANY
Architects
104 1st Ave E, Hendersonville, NC 28792
Phone: 828.696.4000 Fax: 954.728.9225

PROJECT NAME
The Cedars Lodge
211 7TH AVE W
HENDERSONVILLE, NC
28791

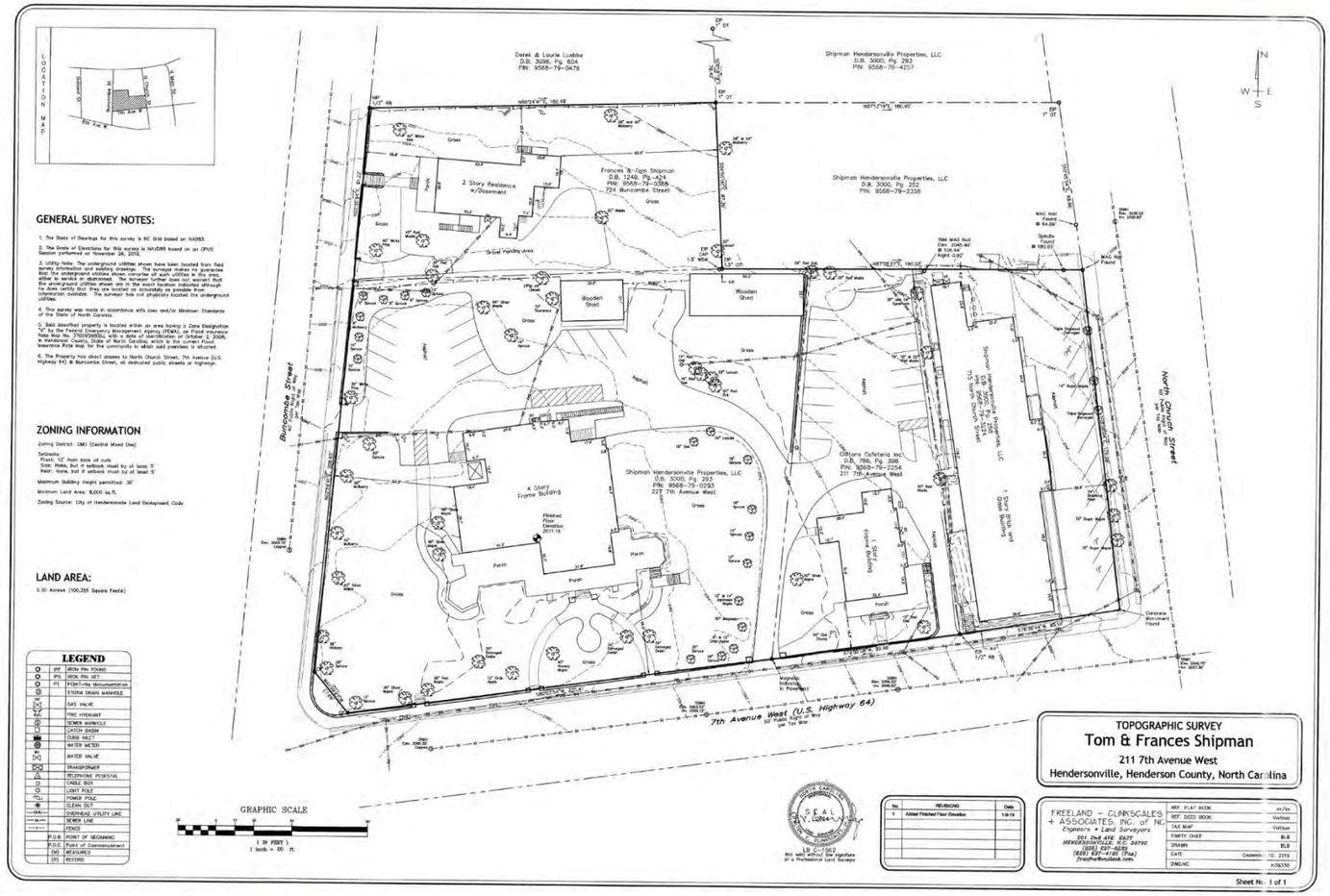
SHEET NAME
COVER SHEET

PROJ. NO.: 1922 | DATE: 11/20/2020 ~~10.09.20~~
SHEET NO.: A001

APPENDIX G

SITE MAP
NTS

VICINITY MAP
NTS



SITE STATISTICS:

SITE: 211 7TH AVE W., HENDERSONVILLE, NC 28791
ALL CALCULATIONS APPLY TO THE AREA OF THE SITE AFFECTED
LAND USE DESIGNATION: CMU - CENTRAL MIXED USE

CURRENT USE	PROPOSED USE	OCCUPANCY
HISTORIC HOTEL	HISTORICAL HOTEL/CONDOS AND CONFERENCE CENTER	R-1/A
ADJACENT ZONING: CMU - ALL		

SITE DATA:

DESCRIPTION

1.B) INTENSITY: PREVIOUS: HISTORIC HOTEL (24 ROOMS), APARTMENTS (4), ASSEMBLY SPACE (150 OCCUPANTS), OFFICE
PROPOSED: HISTORIC HOTEL (11 ROOMS), NEW HOTEL/CONDO SUITES (132), LOCKOUTS (48, FOR TOTAL OF 180 ROOMS) CONFERENCE CENTER, 2 RESTAURANTS

1.A) ZONING: CMU

2.) SITE AREA: MINIMUM REQUIRED LOT AREA: 8,000 SQ. FT. — GROSS LOT S.F.: 100,355 SQ. FT. / 2.30 ACRES

3.) YARD DIMENSIONS:	REQUIRED	PROVIDED
FRONT YARD SETBACK	12' - 0"	26' - 0"
SIDE YARD SETBACK (ADJ. ROAD)	12' - 0"	15' - 0" CHURCH 12' - 0" BUNCOMBE
SIDE SETBACK (NO ROAD)	0' - 0"	NA
REAR SETBACK	0' - 0"	20' -0"

NOTE: ANY YARDS PROVIDED, THEY MUST BE A MINUMUM OF 5'-0" MEASURED FROM THE PROPERTY LINE

4.) BUILDING HEIGHT:	64'-0" MAX.	64'-0"
5.) URBAN OPEN SPACE:	10,500 SQ. FT.	24,890 SQ. FT.

6.) SITE AREAS:	EXISTING	PROPOSED	%
A. BUILDING FOOT PRINT:	16,175 SQ. FT.	57,567 SQ. FT.	57.4%
B. STREETS/PARKING:	27,736 SQ. FT.	11,642 SQ. FT.	11.6%
C. OTHER FACILITIES:			
-PATIOS	--- SQ. FT.	1,344 SQ. FT.	1.3%
D. OPEN SPACE:	--- SQ. FT.	29,461 SQ. FT.	29.3%
-COMMON OPEN SPACE:	--- SQ. FT.	15,736 SQ. FT.	15.7%

7.) TOTAL PROJECT AREA	PROPOSED
A. NEW BUILDINGS:	43,895 SQ. FT.
B. EXISTING CEDARS:	7,386 SQ. FT.
C. ATRIUM:	6,286 SQ. FT.
D. PATIOS/ PLAZAS:	1,685 SQ. FT.
E. TOTAL:	59,252 SQ. FT.

8.) PARKING:	REQUIRED	PROVIDED	ADA
1 PARKING SPACE PER UNIT	180		
1 PARKING SPACE PER 600 SF MEETING/RESTAURANT SPACE	25		
TOTALS	205	217 (64 OFF SITE)	7

REVISION	REVISION DATE	ISSUED FOR

Tamara Peacock, P.A.
License No. 10215

YOU, THE OWNER: DESIGNED BY: AUTHOR
CONT. APPROVER: REVIEWED BY: CHECKER

THE TAMARA PEACOCK COMPANY
Architects
104 1st Ave E, Hendersonville, NC 28792
Phone: 828.696.4000 Fax: 954.728.9225

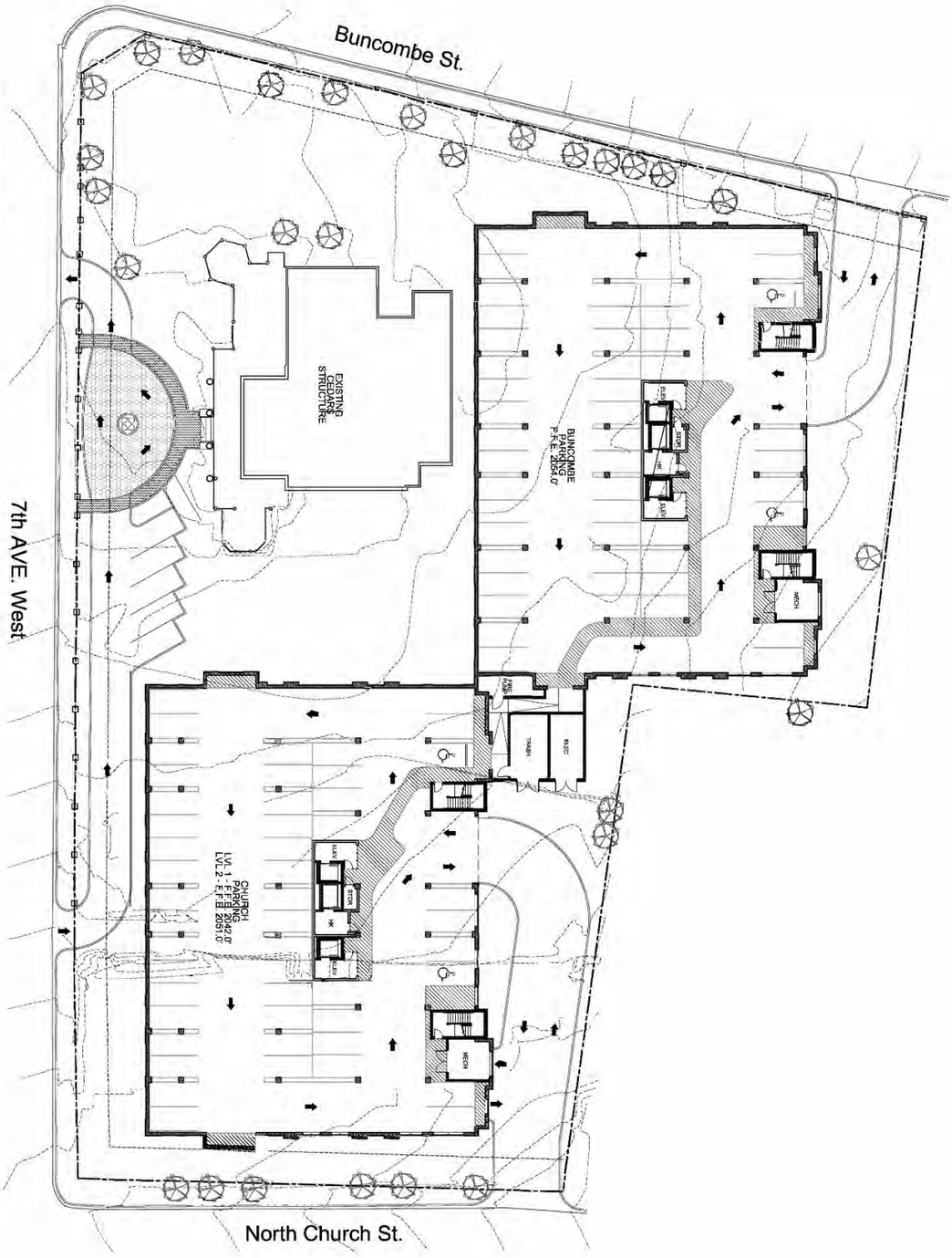
122-b west bland st
charlotte nc 28203
704.344.9098

PROJECT NAME: The Cedars Lodge
211 7TH AVE W
HENDERSONVILLE, NC
28791

SHEET NAME: SURVEY/ SITE STAT

PROJ. NO.: 1922 DATE: 11/20/2020
SHEET NO.: AS1

AS100



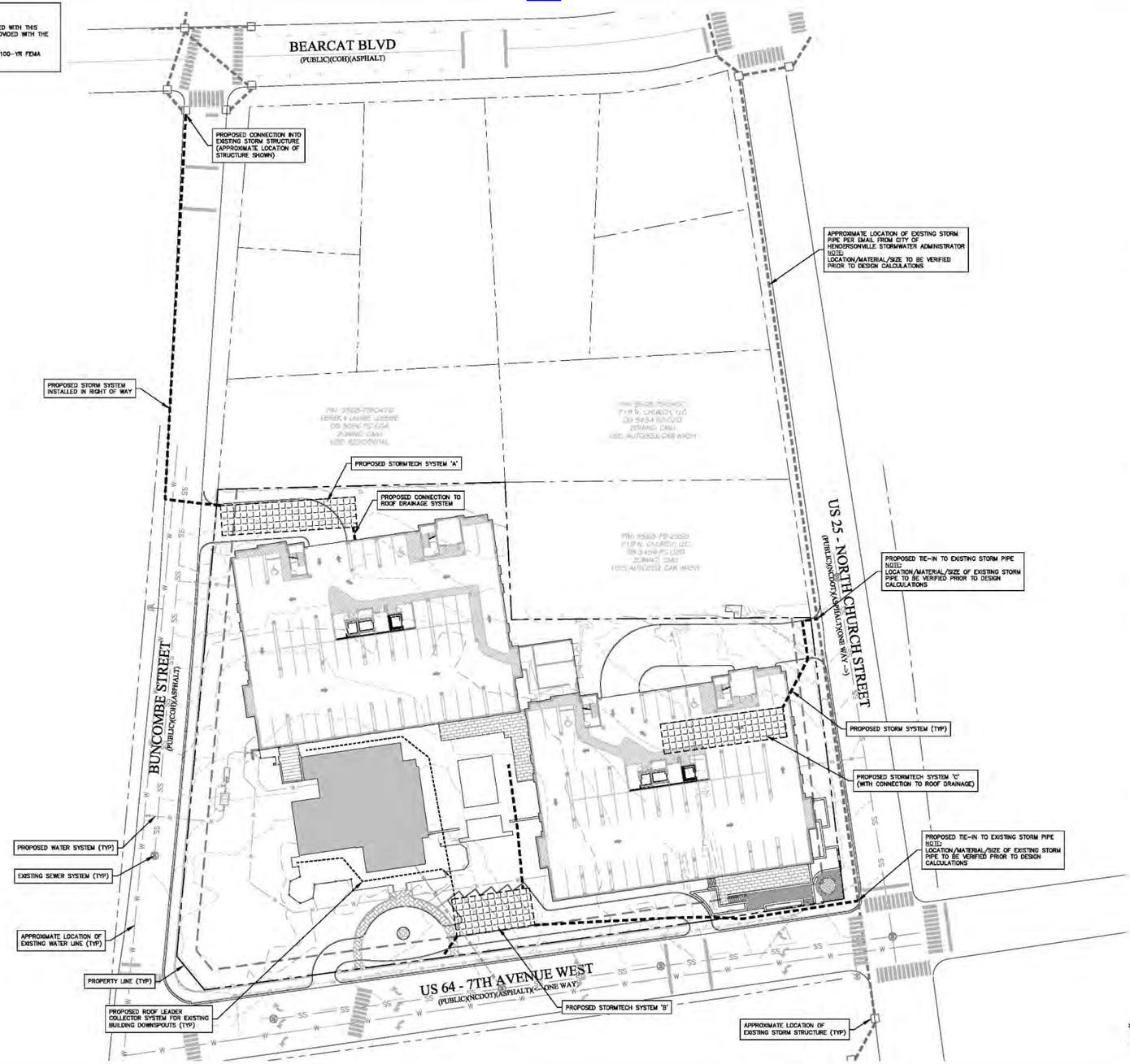
Schematic Site Plan
Scale: 1" = 20'-0"

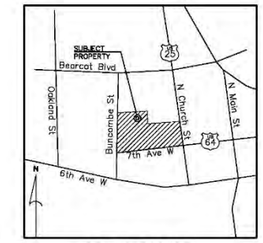
Agenda

Sheet No.: AS101	Sheet Name: Architectural Site Plan	Project No.:	Date: 07/07/2020	Project Name: The Cedars Lodge 211 7th AVE W HENDERSONVILLE, NC 28791	THE TAMARA PEACOCK COMPANY Architects 104 1st Ave E, Hendersonville, NC 28792 Phone: 828.696.4000 Fax: 954.728.9225	rba. 122-b west bland st charlotte nc 28203 704.344.9098	Revision / Revision Date / Issued For

NOTES

1. THE PROPOSED GRADING DESIGN IS NOT PROVIDED WITH THIS CONDITIONAL ZONING SUBMITTAL; IT WILL BE PROVIDED WITH THE FUTURE GRADING AND STORM SUBMITTALS.
2. NO PORTION OF THIS PROJECT LIES WITHIN THE 100-YR FEMA FLOODPLAIN.





VICINITY MAP
(NOT TO SCALE)

DEVELOPMENT DATA

OWNER/DEVELOPER:	THE SHIPMAN FAMILY 211 7TH AVENUE WEST HENDERSONVILLE, NC 28791
CIVIL ENGINEER:	CIVIL DESIGN CONCEPTS, P.A. 168 PATTON AVENUE ASHEVILLE, NC 28801
CONTACT:	WARREN SUDG, P.E. (828) 252-5388
SURVEYOR:	FREELAND – CLINKSCALES & ASSOCIATES, INC. 201 2ND AVENUE EAST HENDERSONVILLE, NC 28792
CONTACT:	FULTON V. CLINKSCALES JR. P.L.S. (828) 697-6539
DESIGN ARCHITECT:	THE TAMARA PEACOCK COMPANY ARCHITECTS 104 1ST AVENUE EAST HENDERSONVILLE, NC 28792
CONTACT:	TAMARA PEACOCK, A.I.A. (828) 696-4000
PRODUCTION ARCHITECT:	RBA GROUP 122-B WEST BLAND STREET CHARLOTTE, NC 28203
CONTACT:	CHRISTOPHER ALLRED, A.I.A. (704) 344-9098
LANDSCAPE ARCHITECT:	TIMOTHY HESS, R.L.A. 829 LAKE FOREST DRIVE RALEIGH, NC 27615
CONTACT:	TIMOTHY HESS, R.L.A. (919) 349-0174

PROJECT DATA

PIN:	9568-79-0293; 9568-79-2254; 9568-79-3224; 9568-79-0388
ADDRESS:	211 7TH AVENUE W.
DEED BOOK/PAGE:	3000/293; 786/398; 3000/258; 1249/424
SITE ACREAGE:	2.30 ACRES
ZONING:	CMU – CENTRAL MIXED USE
SETBACKS:	
FRONT:	12'
SIDES:	12'
REAR:	0'

PARKING CALCULATONS:

VEHICULAR:
REQUIRED SPACES: 205
SPACES PROVIDED: 217 (64 OFFSITE)

HANDICAPPED SPACES:
SPACES REQUIRED: 7 SPACES PROVIDED: 7

BUILDING DATA:

BUILDING	DESCRIPTION	HEIGHT	GFA
1	SIX STORY BLDG	64'-0"	234,888 SF

IMPERVIOUS CALCULATIONS:

	IMPERVIOUS	PERVIOUS
PRE-DEVELOPMENT:	0.99 ACRES (43%)	1.31 ACRES (57%)
POST-DEVELOPMENT:	1.73 ACRES (75%)	0.57 ACRES (25%)

SOIL TYPE: HyC
SOIL GROUP: C

811 Know what's below. Call before you dig.

NORTH

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

PRELIMINARY NOT RELEASED FOR CONSTRUCTION

Dwn.:	Chkd.:	Drawn by:	
WMS	JMG	MAD	
Dsgn.:		Sheet by:	
JMG		WMS	

REVISION	REVISION DATE	ISSUED FOR

CDC

rba. 122-b west bland st charlotte nc 28203 704.344.9098

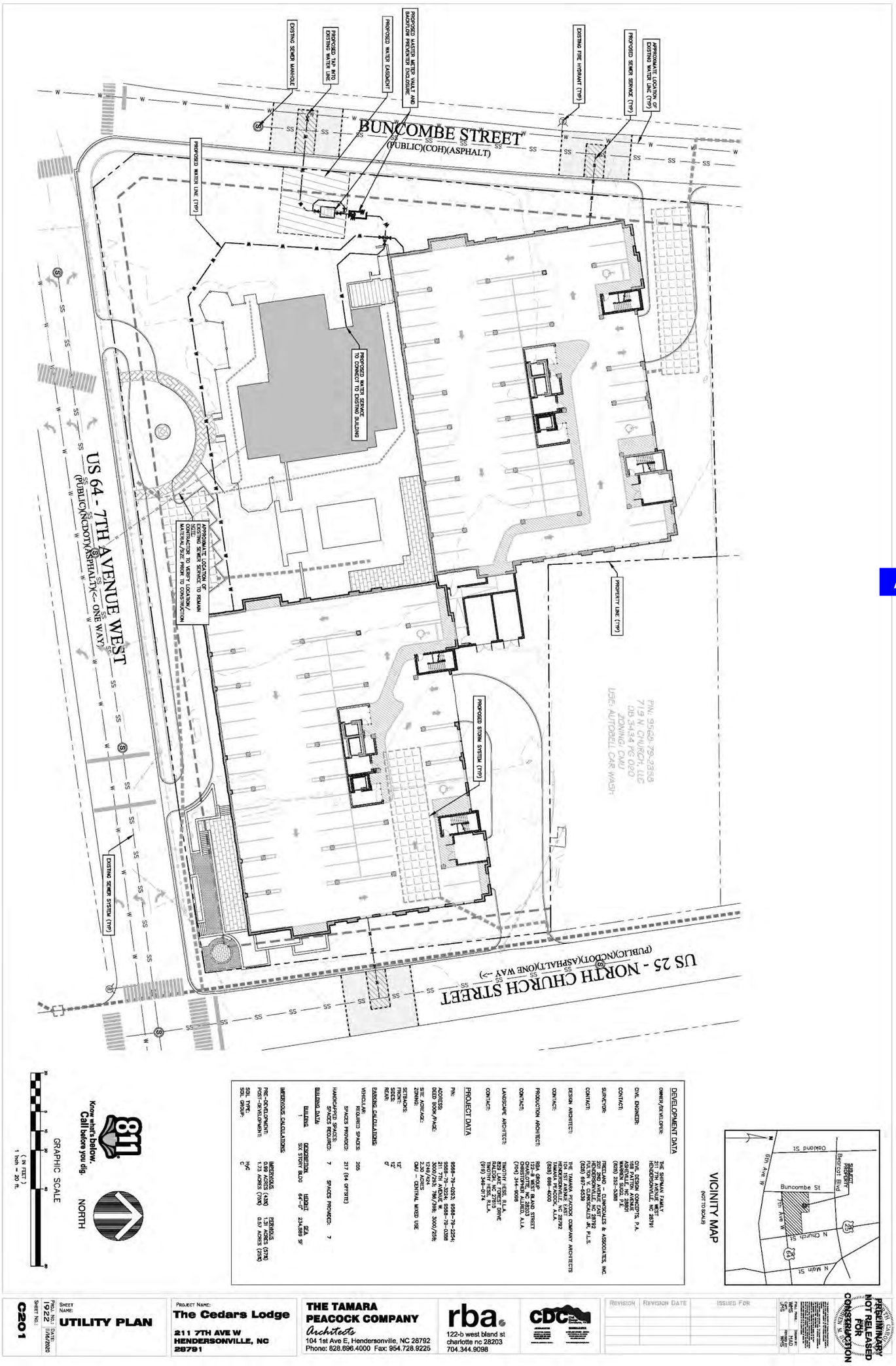
THE TAMARA PEACOCK COMPANY Architects
104 1st Ave. E. Hendersonville, NC 28792
Phone: 828.696.4000 Fax: 954.728.9225

PROJECT NAME: The Cedars Lodge
211 7TH AVE W
HENDERSONVILLE, NC
28791

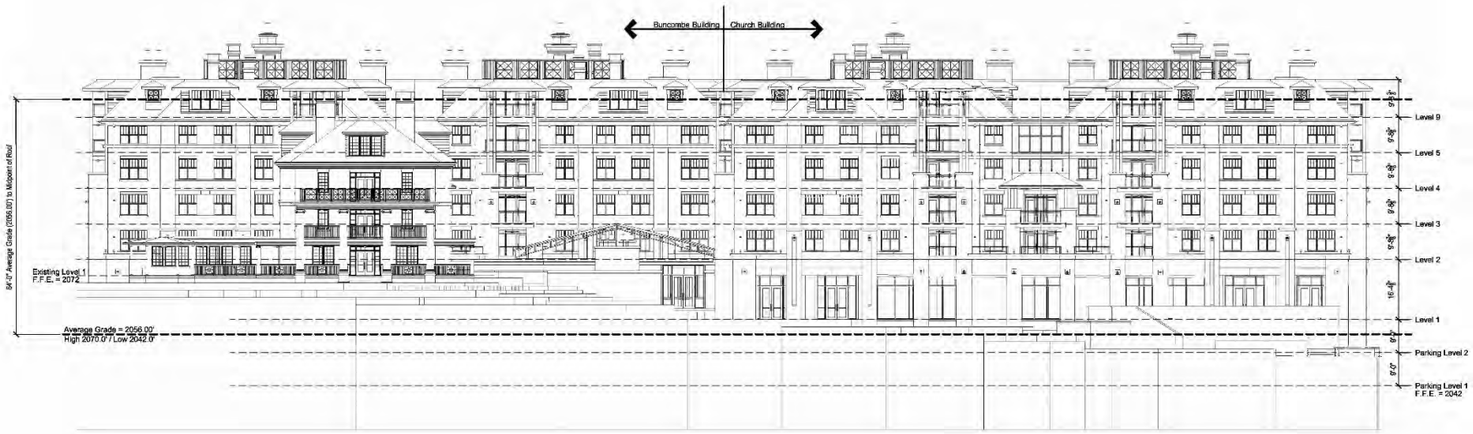
SHEET NAME: STORM DRAINAGE PLAN

PROJ. No.: 1922 DATE: 11/16/2020

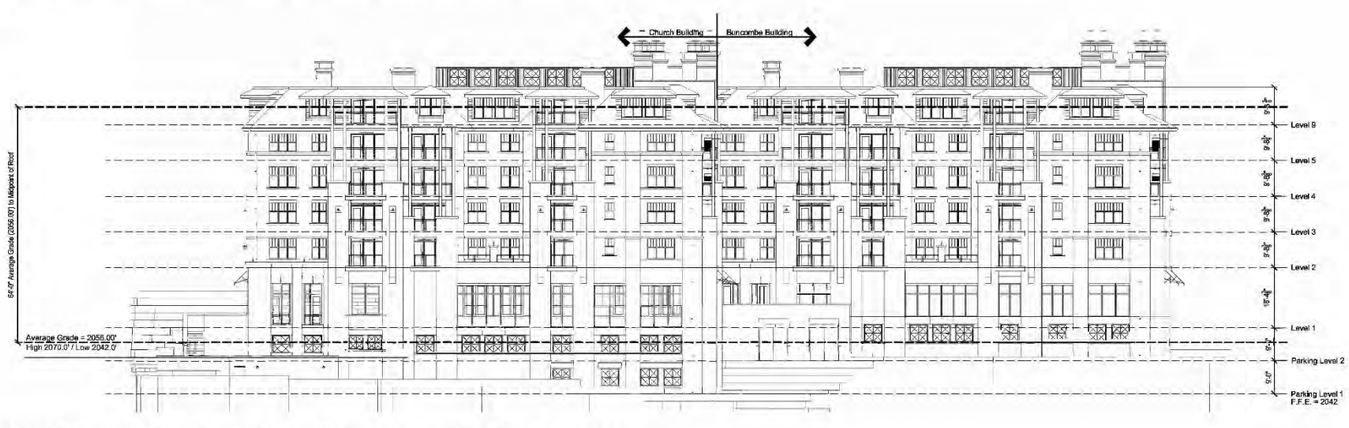
SHEET No.: C101


BUNCOMBE STREET
(PUBLIC)(COH)(ASPHALT)
US 64 - 7TH AVENUE WEST
(PUBLIC)(NCDOT)(ASPHALT)<- ONE WAY->
US 25 - NORTH CHURCH STREET
(PUBLIC)(NCDOT)(ASPHALT)(ONE WAY ->)
EXISTING SEWER MANHOLE
PROPOSED TAP INTO EXISTING WATER LINE
PROPOSED WATER EASEMENT
PROPOSED MASTER METER VAULT AND BACKFLOW PREVENTER ENCLOSURE
EXISTING FIRE HYDRANT (TYP)
PROPOSED SEWER SERVICE (TYP)
APPROXIMATE LOCATION OF EXISTING WATER LINE (TYP)
PROPOSED WATER LINE (TYP)
PROPOSED WATER SERVICE TO CONNECT TO EXISTING BUILDING
APPROXIMATE LOCATION OF EXISTING SEWER SERVICE TO REMAIN CONTRACTOR TO VERIFY LOCATION/ MATERIAL/SIZE PRIOR TO CONSTRUCTION
PROPERTY LINE (TYP)
PROPOSED SIGN SYSTEM (TYP)
EXISTING SEWER SYSTEM (TYP)
PIN: 9568-79-2358
719 N CHURCH, LLC
DB 3434 PG 020
ZONING: CMU
USE: AUTOBELL CAR WASH
DEVELOPMENT DATA
OWNER/DEVELOPER: THE SEPMAN FAMILY
211 7TH AVENUE WEST
HENDERSONVILLE, NC 28791
CIVIL ENGINEER: DUB ALSTON CONSULTS, P.A.
1165 ASHEVILLE HWY
HENDERSONVILLE, NC 28791
(828) 692-9211
CONTACT: MARK ALSTON, PE
(828) 232-5388
SURVEYOR: FREELAND - CUMMOCKLES & ASSOCIATES, INC.
PO BOX 1777
HENDERSONVILLE, NC 28792
CONTACT: (828) 697-6539
EMAIL: FCA@FCASURVEY.NET
ARCHITECT: THE TAMARA PEACOCK COMPANY ARCHITECTS
104 1ST AVENUE EAST
HENDERSONVILLE, NC 28792
CONTACT: TAMARA PEACOCK, ALA
(828) 696-4000
PRODUCTION ARCHITECT: rba
122-B WEST BLAND STREET
CHARLOTTE, NC 28203
CONTACT: (704) 344-9098
LANDSCAPE ARCHITECT: TIMOTHY HESS, RLA
LANDSCAPE DESIGN GROUP
RALEIGH, NC 27610
CONTACT: (919) 344-0174
PROJECT DATA
PIN: 9568-79-0033, 9568-79-2254, 9568-79-3224, 9568-79-0399
ADDRESS: 211 7TH AVENUE W
DEED BOOK/PAGE: 3000/265, 786/398, 3000/726
SITE ACREAGE: 1.149/424
ZONING: 2.337 ACRES
CMU – CENTRAL MIXED USE
SETBACKS:
FRONT: 15'
SIDES: 12'
REAR: 0'
PARKING CALCULATIONS:
VEHICULAR: REQUIRED SPACES: 205
SPACES PROVIDED: 217 (04 OFFSITE)
HANDICAPPED SPACES: SPACES REQUIRED: 7 SPACES PROVIDED: 7
BUILDING DATA:
BUILDING DESCRIPTION: HEIGHT: GFA
SIX STORY MIXED USE 64'-0" 224,689 SF
IMPERVIOUS CALCULATIONS:
PRE-DEVELOPMENT: IMPERVIOUS: 0.89 ACRES (43%) PERVIOUS: 1.31 ACRES (57%)
POST-DEVELOPMENT: 1.73 ACRES (75%) 0.57 ACRES (25%)
SOIL TYPE: HVC
SOIL GROUP: C
VICINITY MAP
(NOT TO SCALE)
SUBJECT PROPERTY
Buncombe St
Oakland St
Blue Ridge Blvd
N Church St
N Main St
GRAPHIC SCALE
1 inch = 20 ft.
(IN FEET)
NORTH
811 Know what's below. Call before you dig.
PRELIMINARY NOT RELEASED FOR CONSTRUCTION
SHEET NAME: UTILITY PLAN
PROJECT NAME: The Cedars Lodge
211 7TH AVE W
HENDERSONVILLE, NC
28791
THE TAMARA PEACOCK COMPANY
Architects
104 1st Ave E, Hendersonville, NC 28792
Phone: 828.696.4000 Fax: 954.728.9225
rba
122-b west bland st
charlotte nc 28203
704.344.9098
CDC
REVISION
REVISION DATE
ISSUED FOR
PROJECT NO: 1922
DATE: 11/6/2020
SHEET No.: C201

Agenda



Schematic Building Elevation - 7th AVENUE West Elevation (Front South Elevation)
Scale:: 1/16" = 1'-0"



Schematic Building Elevation - Church Street Elevation (East Elevation)
Scale:: 1/16" = 1'-0"

Tamara Peacock, R.A.
License No. 02 26

REVISION	REVISION DATE	ISSUED FOR

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charlotte nc 28203
704.344.9098

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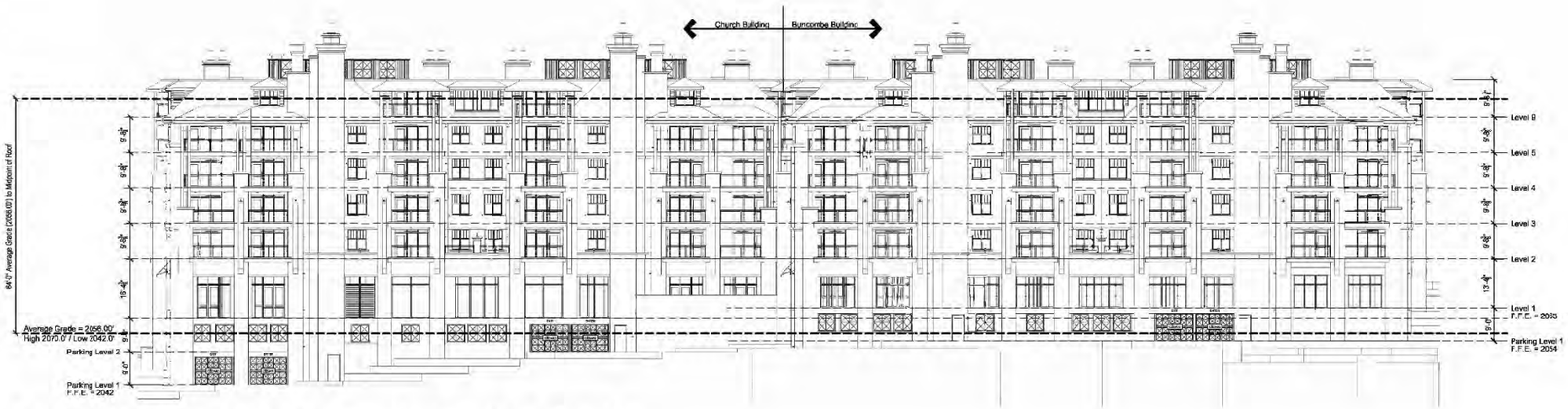
104 1st Ave E, Hendersonville, NC 28792
Phone: 828.696.4000 Fax: 954.728.9225

PROJECT NAME:
The Cedars Lodge
211 7th AVE W
HENDERSONVILLE, NC
28791

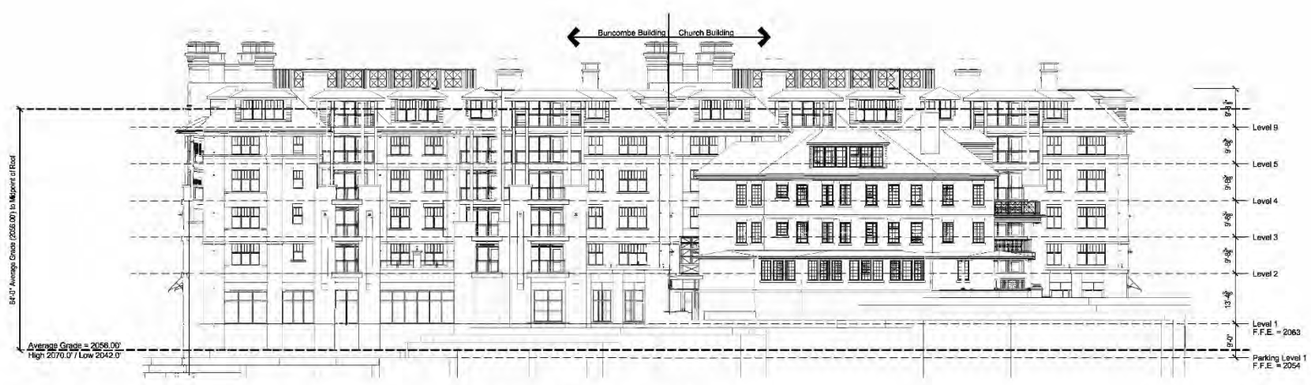
SHEET NAME:
Elevations

PROJ. No.:
DATE: 11/9/2020

SHEET No.:
A200



Schematic Building Elevation - Alley Elevation (Rear North Elevation)
Scale: 1/16" = 1'-0"



Schematic Building Elevation - Buncombe Street Elevation (West Elevation)
Scale: 1/16" = 1'-0"

TAMARA PEACOCK, R.A.
LICENSE NO. 12125

DRAWN BY: CRA
CHK'D BY: CRA

REVISION	REVISION DATE	ISSUED FOR

rba.
122-b west bland st
charlotte nc 28203
704.344.9098

THE TAMARA PEACOCK COMPANY
Architects
104 1st Ave E, Hendersonville, NC 28792
Phone: 828.698.4000 Fax: 828.728.9225

PROJECT NAME:
The Cedars Lodge
211 7th AVE W
HENDERSONVILLE, NC
28791

SHEET NAME:
Elevations

PROJ. No.:
DATE: 11/19/2020

SHEET No.:
A201

Agenda

Agenda

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Tyler Morrow, Planner

Department: Community Development

Date Submitted: 12-29-20

Presenter: Tyler Morrow, Planner

Title of Item: P20-41-CZD Fleming Street Medical Office Building

Nature of Item: Council Action

Council Meeting Date: 1/7/21

Summary of Information/Request:

Item # 7B

The City is in receipt of a Conditional Rezoning application from Carleton Collins of Carleton Collins Architecture and CCP Fleming LLC for the development of a 3 story 13,536 square foot medical office on approximately 0.86 acres. The subject property is identified as parcel numbers 9569-60-1341 and 9569-60-1454 is currently vacant. The applicant is requesting to rezone the subject property from MIC Medical, Institutional, Cultural and MIC-SU Medical, Institutional, Cultural, Special Use to MIC-CZD Medical, Institutional, Cultural Conditional Zoning District.

Suggested Motion(s):

1) For Recommending Approval:
I move City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from MIC Medical, Institutional, Cultural and MIC-SU Medical, Institutional, Cultural, Special Use to MIC-CZD Medical, Institutional, Cultural Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the Published List of Uses and Conditions, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons:
[PLEASE STATE YOUR REASONS]

SUGGESTED CATEGORIES FOR REASONS
1. Comprehensive Plan consistency. 2. Compatibility with surrounding uses. 3. Changed conditions. 4. Public interest.5. Public facilities. 6. Effect on natural environment.

2) For Recommending Denial:

I move City Council not adopt an ordinance rezoning the subject property for the following reasons:
[PLEASE STATE YOUR REASONS]

SUGGESTED CATEGORIES FOR REASONS

1. Comprehensive Plan consistency.2. Compatibility with surrounding uses. 3. Changed conditions. 5. Public facilities. 6. Effect on natural environment.

Agenda

Budget Impact: $ 0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Project Number:

N/A

Petition Number:

P20-41-CZD

Additional Petition Number:

Petitioner Name:

Carleton Collins of Carleton Collins

Attachments:

August 6th, 1998, City Council minutes, Neighborhood Compatibility report, Staff Review Notes, Revised Site plan & landscaping plan, Original site plan & landscaping plan, Existing land use map, future land use map, existing zoning map, Proposed Ordinance

Community Development Staff Report

TO: Honorable Mayor and City Council

FROM: Community Development Department- Planning Division

RE: Fleming Street Medical Office Building Rezoning

FILE #: P20-41-CZD

DATE: January 7th, 2021

PROJECT DESCRIPTION

The City is in receipt of a Conditional Rezoning application from Carleton Collins of Carleton Collins Architecture and CCP Fleming LLC for the development of a 3 story 13,536 square foot medical office on approximately 0.86 acres. The subject property is identified as parcel numbers 9569-60-1341 and 9569-60-1454 is currently vacant. The applicant is requesting to rezone the subject property from MIC Medical, Institutional, Cultural and MIC-SU Medical, Institutional, Cultural, Special Use to MIC-CZD Medical, Institutional, Cultural Conditional Zoning District.

PREVIOUSLY APPROVED SPECIAL USE PERMIT

On August 6th, 1998, City Council at its regular meeting rezoned the subject property from R-6 High Density Residential to MIC-SU Medical, Institutional, Cultural, Special Use to allow the property owner to operate a professional office or medical facility in the existing single-family structure. The rezoning was approved By City Council with the following conditions: 1) The existing structure to remain subject to renovation and expansion per NC building code. 2) one-way entrance to the rear parking from Fleming Street. 3) one-way exit from rear parking lot from Fassifern Court. 4) No on street parking is specified. 5) the submittal of a storm water management plan that meet the City's requirements. 6) shall have a sign that does not exceed 30 square feet.

The minutes from the City Council meeting concerning this item is Appendix A in your memo.

NEIGHBORHOOD COMPATIBILITY

A neighborhood compatibility meeting concerning this application was held on November 24th, 2020. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property as required by the Zoning

Ordinance.

Several people representing the public attended the meeting virtually. They had questions concerning height of the building, buffering, stormwater runoff and flooding. A copy of the neighborhood compatibility report accompanies this memorandum as Appendix C.

CHANGES TO THE PLAN BETWEEN NEIGHBORHOOD COMPATIBILITY AND PLANNING BOARD

The applicant submitted an updated site plan on December 3rd, 2020. The applicant proposed the revisions after comments received at the Neighborhood Compatibility meeting. The site plan that was presented at Neighborhood Compatibility is listed as Appendix I and Appendix J.

The following changes were made between the November 3rd and December 2nd submissions:

- 13 Green Giant and 9 Norway Spruce were added to the rear of the property, in addition to the already proposed type B buffer.
- The new plan shows the building 25' from the rear property line. The previous plan showed the building 20' from the rear property line.
- The new site plan shows building approximately 2 feet closer to the southern property line.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on December 14th, 2020. The Planning Board voted 5-1 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville. Changing the zoning designation of the subject property from MIC Medical, Institutional, Cultural and MIC-SU Medical, Institutional, Cultural, Special Use to MIC-CZD Medical, Institutional, Cultural Conditional Zoning District based on the site plan submitted and subject to the limitations and conditions stipulated on the published list of uses and conditions, finding that the rezoning is consistent with the Comprehensive Plan, and that the rezoning is reasonable and in the public interest.

The list of conditions reviewed and recommended for adoption by the Planning Board are listed below:

1. That the building be relocated on the site plan to sit on the front setback line and that the parking located at the front of the property be relocated to the side and rear of the site plan to conform to the Comprehensive Plan's guidance to use a "minimal front setback" and limit parking to the "rear and side only."

2. That the existing type B buffer along the western property line of parcel number 9569601454 and the existing buffer along the western property line of parcel number 9569601341 be preserved during the redevelopment of the site in accordance with Section 15-4 Existing Vegetation of the City's zoning ordinance.

3. That a stormwater management plan be submitted by the applicant demonstrating compliance with Chapter 24 Article 3: Stormwater Ordinance in the City Code of Ordinances.

4. That site lighting be dark sky compliant.

ZONING ORDINANCE GUIDELINES

Per Section 11-4 of the City's Zoning Ordinance, the following factors shall be considered prior to adopting or disapproving an amendment to the City's Official Zoning Map:

1. **Comprehensive Plan consistency.** Consistency with the Comprehensive Plan and amendments thereto.

2. **Compatibility with surrounding uses.** Whether and the extent to which the proposed amendment is compatible with existing and proposed uses surrounding the subject property.

3. **Changed conditions.** Whether and the extent to which there are changed conditions, trends or facts that require an amendment.

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.

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.

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.

Rezoning Request Analysis

EXISTING LAND USE & ZONING

The subject property is currently zoned MIC Medical, Institutional, Cultural and MIC-SU Medical, Institutional, Cultural, Special Use and is currently vacant.

Parcels to the north are zoned MIC-SU, PID, Planned Intuitional Development and R-6. Parcels to the east are zoned MIC, PID-CZD and R-6 and contain Hendersonville High School. Parcels to the south are zoned MIC, and PCD, Planned Commercial Development and contain Pardee Hospital. Parcels to the west are zoned R-6, MIC and R-15, Medium Density Residential. Surrounding land uses and zoning districts are shown in Appendix D "Existing Land Use Map" and Appendix E "Existing Zoning Map".

COMPREHSIVE PLAN CONSISTENCY

The subject property is classified as Urban Institutional on the 2030 Comprehensive Plan's Future Land Use Map. The goal of the Urban Institutional classification is to "Create a cohesive, well-defined urban campus for medical and educational institutions, with supportive office, service and residential uses, that is integrated with Downtown."

The recommended primary and secondary land use in Urban Institutional are as follows:
Recommended Primary Land Uses:

- Public and institutional uses
- Offices
- Structured or underground parking

Recommended Secondary Land Uses:

- Single-family attached residential
- Multi-family residential
- Live-work units
- Limited retail and services

Development guidelines:

- Similar development standards to Downtown Support
    - Minimal front setback
    - Rear or limited side parking only
    - Façade articulation
    - Development and maintenance of traffic calming improvements
    - Ground-floor storefronts and/or architectural detailing on parking structures
- Encouragement of neighborhood master-planning that links hospital with offices, services and Downtown

- Development and maintenance of traffic calming improvements

The 2030 Comprehensive Plan's Future Land Use Map designates all surrounding parcels as Urban Institutional . Neighborhood Activity Center and Medium Intensity Neighborhood classifications are also in the general area of the project.

The 2030 Comprehensive Plan's Future Land Use Map is located in Appendix F.

PLAN REVIEW:

The site plan is Appendix G of this memo.

Buildings
The site plan shows a three-story 13,536 square foot medical office building

Parking Requirements - Table 6-5-2
The zoning ordinance requires that medical offices provide 1 per each 250 ft2 of gross floor area.

- 13,536/250=54.14
    - 55 spaces required
    - 55 spaces provided.

Traffic Impact Analysis - Section 6-18

- It was determined that a Traffic Impact Analysis was not necessary for this project. According to the 7th edition volume 2 of the Institute of Transportation Engineers trip generation manual the project is not expected to meet either the 100 or more peak-hour trips or the 1,000 or more daily trips thresholds.

Entrance
The development would have two points of ingress and egress, one off of Fleming Street and one off of Ninth Ave. West.

Stormwater/Flood Hazard Area
The project is disturbing less than an acre, so a stormwater management plan is not a requirement.

Sidewalks - Section 6-12
Sidewalks will be provided on all of the subject property's frontages that isn't already served by an existing sidewalk.

Landscaping: The landscaping plan is identified as appendix H
The site plan is showing a type B buffer along the western property line. A type B buffer is required when commercial uses abuts a residential zone or use.

- A type B buffer consists of 4 broadleaf canopy tree, 25 evergreen shrubs (4-foot centers) 33 flowering shrubs per 100 linear feet.
- The plan also provides an additional 13 Green Giants and 9 Norway Spruces between the proposed Type B buffer and the proposed rear retaining wall.

The site plan also provides vehicular use landscaping of 1 tree 2 shrubs for every 4,000 square feet of VUA.

The site plan provides a buffer from street which is 1 shrub for every 5 feet of VUA that is within 50' of the nearest right of way.

6-16-3 Common Open Space Requirements for Non-Residential Developments.:

- a) At least 10% of the project area shall be devoted to common open space.
- b) Common open space for non-residential developments shall be used for landscaping, lawns, screening or buffering. It may not contain any streets, parking or loading areas, outdoor storage, trash handling, utility or service areas, or areas with impervious surfaces other than sidewalks, recreational facilities and meeting areas.

Zoning District Standards - Section 5-10 Medical, Institutional and Cultural Zoning District Classification (MIC)

- 5-10-3 Dimensional Requirements:
  - Setbacks
    - Front: 30
    - Side: 10
    - Rear: 20
  - Height
    - 50 (No building shall exceed 50 feet in height unless the depth of the front and total width of the side yards required herein shall be increased by one foot for each two feet, or fraction thereof, of building height in excess of 50 feet.)

Staff Report Recommendations

STAFF COMMENTS

City Council members can find staff comments relating to the consistency of the proposed site plan with the guidance offered in the City's Comprehensive Plan and Zoning Ordinance in appendix B. Staff will also include recommended conditions for approval here, alongside references to supporting comprehensive plan and ordinance standards for Council's consideration. City Council may approve the rezoning request with or without conditions or deny the rezoning request.

Planning Board Staff Recommended Rezoning Conditions: These conditions are included in the attached suggested motion. They can be included or removed at Council's discretion and upon agreement by the parties involved.

The following (3) conditions are suggested for consideration to address guidance included in the Comprehensive Plan and Zoning Ordinance.

- That the building be relocated on the site plan to sit on the front setback line and that the parking located at the front of the property be relocated to the side and rear of the site plan to conform to the Comprehensive Plan's guidance to use a "minimal front setback" and limit parking to the "rear and side only."
    - Set-back in MIC is 30'; further flexibility shall be offered by allowing this required set-back to be measured from either the back of the existing curb, the property line or anywhere in between those two features of the site survey.

- That the existing type B buffer along the western property line of parcel number 9569601454 and the existing buffer along the western property line of parcel number 9569601341 be preserved during the redevelopment of the site in accordance with Section 15-4 Existing Vegetation of the City's zoning ordinance.

- That a stormwater management plan be submitted by the applicant demonstrating compliance with Chapter 24 Article 3: Stormwater Ordinance in the City Code of Ordinances.
    - This condition mimics, with updated references a condition required in the Special Use permit originally issued in August of 1998 by City Council.

Planning Board Developer Proposed Conditions: These conditions are included in the attached suggested motion. They can be included or removed at Council's discretion and upon agreement by the parties involved.

1) None

SUGGESTED MOTIONS

1) For Recommending Approval:

I move City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from MIC Medical, Institutional, Cultural and MIC-SU Medical, Institutional, Cultural, Special Use to MIC-CZD Medical, Institutional, Cultural Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the Published List of Uses and Conditions, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, and that the rezoning is reasonable and in the public interest for the following reasons:

[PLEASE STATE YOUR REASONS]

SUGGESTED CATEGORIES FOR REASONS

1. Comprehensive Plan consistency.
2. Compatibility with surrounding uses.
3. Changed conditions.
4. Public interest.
5. Public facilities.
6. Effect on natural environment.

2) For Recommending Denial:

I move City Council not adopt an ordinance rezoning the subject property for the following reasons:

[PLEASE STATE YOUR REASONS]

SUGGESTED CATEGORIES FOR REASONS

1. Comprehensive Plan consistency.
2. Compatibility with surrounding uses.
3. Changed conditions.
4. Public interest.

5. Public facilities.
6. Effect on natural environment.

IN RE: Fleming Street Medical Office Building Rezoning (File # P20-41-CZD)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

- Offices, business, professional and public
- Personal services consistent with the purposes of this classification, such as medical & dental labs and clinics, opticians & optical services and prosthetics & orthopedics

II. Conditions:

(1) Shall Be Attached to the Conditional Rezoning and Satisfied Prior to Issuance of Final Site Plan Approval:

- That the building be relocated on the site plan to sit on the front setback line and that the parking located at the front of the property be relocated to the side and rear of the site plan to conform to the Comprehensive Plan's guidance to use a "minimal front setback" and limit parking to the "rear and side only."
- That a stormwater management plan be submitted by the applicant demonstrating compliance with Chapter 24 Article 3: Stormwater Ordinance in the City Code of Ordinances.

(2) Shall Be Attached to the Conditional Rezoning:

- Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Hendersonville Zoning Ordinance and Code of Ordinances.
- That the existing type B buffer along the western property line of parcel number 9569601454 and the existing buffer along the western property line of parcel number 9569601341 be preserved during the redevelopment of the site in accordance with Section 15-4 Existing Vegetation of the City's zoning ordinance.
- That site lighting be dark sky compliant.

With their signatures below, the undersigned applicant(s) and property owner(s) consent to and agree to the imposition of all conditions stated.

Applicant: Carleton Collins

Signature:_____

Printed Name:_____

Date:_____

Property Owner: CCP Fleming LLC

Signature:_____

Printed Named:_____

Date:_____

Title within LLC:_____

Ordinance #___-____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCEL NUMBERS 9569-60-1341 and 9569-60-1454 BY CHANGING THE ZONING DESIGNATION FROM MIC MEDICAL, INSTITUTIONAL, CULTURAL AND MIC-SU MEDICAL, INSTITUTIONAL, CULTURAL, SPECIAL USE TO MIC-CZD MEDICAL, INSTITUTIONAL, CULTURAL CONDITIONAL ZONING DISTRICT

IN RE: Parcel Numbers 9569-60-1341 and 9569-60-1454- Fleming Street Medical Office Building (File # P20-41-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from Carleton Collins of Carleton Collins Architecture and CCP Fleming LLC for the development of a of a 3 story 13,536 square foot medical office on approximately 0.86 acres, and

WHEREAS, the Planning Board took up this application at its regular meeting on December 14th, 2020; voting 5 to 1 to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on January 7th , 2021, 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 9569-60-1341 and 9569-60-1454 from MIC Medical, Institutional, Cultural And MIC-SU Medical, Institutional, Cultural, Special Use To MIC-CZD Medical, Institutional, Cultural Conditional Zoning District.

2. Development of the parcel shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina, and shall be subject to the site limitations and conditions stipulated on the published List of Uses and Conditions.

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

Adopted this 7th, day of January 2021.

_____

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

_____

Angela L. Reece, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Amy H. Knight, a Notary Public in Henderson County, State of North Carolina, do hereby certify that Barbara G. Volk in her capacity of Mayor of the City of Hendersonville; Angela L. Reece, in her capacity of City Clerk; and Angela S. Beeker, in her capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 2021.

My commission expires:

_____
Amy H. Knight

Appendix A

7. **Klein/Helppie Rezoning and Special use Permit application - Requesting the rezoning of a lot situated at the southeastern comer of Fleming Street and Fassifem Court intersection from R-6 High Density Residential District to MIC-SU Medical, Institutional, Cultural-Special Use District.**

Mayor Niehoff explained this hearing is for the Klein/Helppie rezoning and special use permit request. He stated Mr. Philip Klein and Dr. Joanne Helppie are requesting a special use rezoning to allow a medical office or other specified use within an existing residential structure. The requested rezoning is from R-6 high-density residential district to MIC-SU Medical-Institutional-Cultural Special Use District. He stated the property is located at the southwestern comer of the Fleming Street/Fassifem Court intersection.

Mayor Niehoff opened the public hearing at 9:34 p.m. in accordance with North Carolina General Statutes by notice published in the Times News.

Mayor Niehoff reminded those present of the rules of procedure for a quasi-judicial hearing. He asked all those who wish to speak, either for or against the rezoning, to come foiward to be sworn in. The following were sworn in: Mr. Roger Briggs, Mr. Jim Hall, Mr. Luther Smith, and Mr. Philip Klein.

Mayor Niehoff asked if anyone wanted to reserve the right to cross examine. No one spoke. That right was deemed waived.

Mr. Briggs submitted the Planning Department file number 98-34-SUR into the record of this proceeding. Mayor Niehoff received that file into the record. Mr. Briggs requested that the Council take official notice of the Land Development Plan, the Thoroughfare Plan, and the Zoning Ordinance of the City of Hendersonville. Mayor Niehoff responded that Council takes official notice of those documents.

Mr. Briggs addressed the Council providing the following information for this project: "The applicants for this project are Philip Klein and Dr. Joanne Helppie and are also the property owners. Mr. Klein and Dr. Helppie are the owners of a single-family dwelling situated on the southwestern comer of the intersection of Fleming Street and Fassifem Court. The property is currently zoned R-6 High Density Residential. The rezoning application requests MIC-SU Medical Institutional Cultural-Special Use. The rezoning application is accompanied by another application for a special use permit that states certain conditions. The conditions regarding use state that the property (if rezoned) could only be used for professional offices, medical clinical facilities, a residence, and/or business and medical support facilities. Other conditions stated in the application include, (1) the existing structure to remain, subject to renovation or expansion per the building code, (2) one- way entrance to rear parking from Fleming Street, (3) one-way exit from rear parking lot to Fassifem Court, and, (4) no on-street parking is specified. A conceptual site plan accompanied the application."

Mr. Briggs continued: "The *Land Development Plan* was amended by City Council on February 8, 1996 for this portion of the neighborhood. The amendment now indicates public and semi-public for this area. This is the classification in the Land Development Plan that supports medical facilities. The *Thoroughfare Plan* indicates Fleming Street as a major existing facility. Mr. Briggs stated a neighborhood compatibility meeting was held on May 15, 1998. A report of that meeting was in the agenda material. Owners of 46 neighboring properties were notified. We did have a significant attendance - about 12-15 individuals came to the meeting which was held in City Hall. Most of the questions revolved around the future of Fassifem Court and not so much specifically with this application. It was my observation, in summary, that neighbors in attendance either endorsed this application or had no objections to it. The Planning Board reviewed this application at its regular meeting on July 20, 1998. At that meeting the Board voted unanimously to recommend to City Council that it approve the application of Mr. Klein and Dr. Helppie, for: 1) an amendment to the official zoning map rezoning the subject property from R-6 High Density

Residential to MIC-SU Medical Institutional District, and, 2) the issuance of a special use permit based on the site plan submitted by the applicant as well as the following conditions: submittal of a stormwater management plan demonstrating compliance with Section 7-11 of the Zoning Ordinance and the Resolution Establishing Standards to Determine the Adequacy of Stormwater Facilities, and that a maximum sign area of 30 square feet be imposed on this application. An analysis of any issues that may be outstanding: This application is for a rezoning and a special use permit. A final site plan review and approval is required prior to the issuance of a zoning compliance permit. No unresolved issues have been identified."

Commissioner Harley stated the summary of the project calls for one-way streets, but the preliminary plan shows two-way streets and this is not listed as a Planning Board recommendation. Mr. Briggs explained the site plan was revised to reflect the one-way streets. Mr. Smith stated the streets are one-way in, it is wider at the entrance because of the handicap parking. Mr. Briggs stated that is addressed in the project narrative as one-way traffic flow.

Commissioner Padgett asked how stormwater management would be addressed. Mr. Briggs responded this will be reviewed during the final site plan review by submitting it to the City Engineer for review, but this information was not indicated on the conceptual site plan. Commissioner Padgett expressed a concern about the stormwater plan for the properties downhill from this project. Mayor Niehoff explained the stormwater management plan is required in the final site plan. Mr. Briggs explained that special use review only requires a conceptual site plan which is at a lower level from a technical standpoint than a preliminary site plan. He stated in his opinion, the applicant has complied with the conceptual site plan requirements.

Mayor Niehoff asked if anyone wanted to speak in favor of this proposal:

Jim Hall, 30 Westminister Court, "I was here three years ago when we had two of the same Council members and the same Mayor. That was my first experience here and the bottom line of the application was we were turned down because there was no special use ordinance in place. And, we had concurrence from the neighbor behind us but there was no way for the City to make us do what we promised and so we learned a lesson. This time, we have the ability to deliver, and you can make us deliver, I think that is really what this is about, there is a new neighbor in the back. I have a letter from her. She could not be here but she was at the neighborhood compatibility meeting. She is a practicing physician. She endorses this quite strongly. I would like to point out that on all of Fleming there are only four properties that are not zoned MIC. And this particular property, to the immediate right is a business and directly across the street there is a rather large physician's office. We think it is time to put this to good use. There will not be a lot of pavement, I can tell you, there's not going to be a development here. It's really going to be restoring the house that is there and then just trying to provide adequate parking with the ample land that is provided behind the house in this case which is unusual for Fleming. That's what makes this very well-suited for some sort of an office practice and easy walking distance to the hospital. 111 answer any questions you may have. Is this letter admissible or necessary? She just restated what she stated at the compatibility meeting. I have to tell you, compared to the experience three years, the compatibility meeting was a picnic. It was really quite pleasant. Everybody was pleased with what we are doing."

No one else spoke in favor of or in opposition to the proposal. The public hearing was closed at 9:45 p.m.

Mayor Niehoff asked the owner or agent of the owner to come forward. He asked Mr. Jim Hall if he agreed to accept the conceptual site plan and the conditions that were recommended by the Planning Board and have those binding on the future use of the property if it is rezoned to MIC-SU. Mr. Hall responded yes.

Commissioner Volk moved, with regard to the application of Mr. Philip Klein and Dr. Joanne Helppie, requesting the rezoning of their property from R-6 High Density Residential to MIC-SU Medical Institutional Cultural-Special Use, and for the issuance of a special use permit, based on the record before Council, moved that Council make the following factual findings:

(1) The development is located, designed, and proposed to be operated so as to maintain or promote the public health, safety, and general welfare;
(2) There are, or will be at the time they are required, adequate public facilities to serve the development;
(3) The development complies with all required regulations and standards of the zoning ordinance, or with variances thereto granted pursuant to Section 7-4-15, and with all other applicable regulations;
(4) The development is located, designed, and proposed to be operated so as to be compatible with adjacent properties and neighborhoods; and
(5) The development conforms with the general plans for the physical development of the City.

She further moved that Council approve the application of Mr. Klein and Dr. Helppie, for (1) an amendment to the official zoning map rezoning the subject property MIC-SU Medical Institutional Cultural-Special Use, and (2) the issuance of a special use permit, based on the site plan submitted by the applicant, as well as the limitations and conditions proposed by the applicant, the conditions recommended by the Planning Board, and any conditions to which the applicant has agreed on the record of this proceeding. Commissioner Harley seconded the motion. The Council voted unanimously; motion carried.

Ordinance #**98-0846**

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE IN RE: KLEIN/HELPPIE; FILE NO. 98-34-SUR

Be it ordained by the City Council of the City of Hendersonville:

1. Pursuant to Section 4-2 and Article XI of the Zoning Ordinance of the Qty of Hendersonville, North Carolina, the Official Zoning Map is hereby amended in the following manner:

Tax parcel PIN 9569-60-1454, as depicted on the sketch attached to this ordinance, is rezoned from R-6 High Density Residential to MICSU Medical Institutional Cultural Special Use.

2. This amendment involves a rezoning to a special use district and, thus, is subject to a special use permit, the terms of which may be found in the referenced file in the records of the Hendersonville Planning Department.

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

Adopted this sixth day of August 1998.

Appendix B

Date with Month, Day, and Year (7-3-3.2(a)): Completed

Title of Project (7-3-3.2(b)) Completed

Name of Project Designer, Developer, and Property Owner (7-3-3.2(b)): Please add a note with all of this information.

North Arrow, Scale, and Landmarks Sufficient to Identify Location (7-3-3.2(c)): Completed

Vicinity Map (7-3-3.2(d)): Completed.

Zoning of Project and Adjacent Properties (7-3-3.2(e)): Completed

City Limits (7-3-3.2(f)): Please add note stating that the property is within the City limits of Hendersonville.

Names of Adjacent Property Owners (7-3-3.2(g)): Completed.

Site Survey (7-3-3.2(h)): Completed.

Floodplain and Other Significant Natural Features (7-3-3.2(I)): Completed.

Proposed Streets, Alleys, Driveways, Parking Requirements, etc. (7-3-3.2(j)): Completed.

Preliminary Utility Layout (7-3-3.2(k)): Completed.

Entrance and Exit Locations (7-3-3.2(l)): Completed

Proposed Reservations (7-3-3.2(m)): N/A

Tree Survey and Proposed Areas for Buffering (7-3-3.2(n)): Please provide a survey showing tree line before site preparation with species and diameter of trees 12 inches or greater DBH (diameter at breast height) indicated and showing areas to be screened, fenced, walled and/or landscaped. Please also show existing trees and shrubs that will be retained.

Building(s) Locations, Dimensions, and Uses (7-3-3.2(o)): Please show building height.

We shall require a measure of the building heights that determines the “average grade” in the following manner.

1) Average grade is determined by identifying at least three spot elevations, measured at equal distances from each other and spaced no more than 50' apart, along each façade of a building. The resultant spot elevations shall be added together and divided by the total number of spot elevations identified to determine the building's "average grade."

    a. Spot elevations shall be measured within 2' of the building foundation and reflect the proposed finished grade for the project.

    Spot elevations shall not be taken from berms or other fill which would artificially impact the site elevation.

Notations in Chart Format (square footage and percentage of total site) (7-3-3.2(p)): It does not appear that the parking/vehicular use area calculations is correct on the site plan.

Total Project Area
Proposed Lot Areas
Site Coverage - Buildings
Site Coverage - Open Space
Site Coverage – Streets and Parking
Site Coverage – Other Facilities
Site Coverage – Common Open Space:

Sign Data (7-3-3.2(q)): Completed.

Phasing Lines (7-3-3.2(r)): N/A

Transportation Impact Analysis (7-3-3.2(s)): What is the approximate number of employees?

Off-Street Parking (6-5): Completed.

Off-Street Loading and Unloading (6-6): Completed.

Sidewalks (6-12): Providing sidewalks would be required along the entire northern property line. Most of the property line is served by an existing sidewalk, but the north western corner is missing a section. This section would need to be provided or a fee in lieu proposed.

Rights-of-Way (Thoroughfare) Compliance (6-15): N/A

Common Open Space (common space or urban open space where applicable) (6-16): It appears that you are currently meeting these requirements; I just wanted to make sure that the calculations are following the guidelines of subsection b.

- a) At least 10% of the project area shall be devoted to common open space.

- b) Common open space for non-residential developments shall be used for landscaping, lawns, screening or buffering. It may not contain any streets, parking or loading areas, outdoor storage, trash handling, utility or service areas, or areas with impervious surfaces other than sidewalks, recreational facilities and meeting areas.

Adequate Facilities (7-11): Completed.

Entry Corridor (5-18): (checklist attached if applicable) N/A

Zoning District Standards (applicable zoning district in Article 5): Completed

Landscaping (Article 15): Completed

Natural Resource Protection Standards (floodplain, stream buffer, etc., where applicable) (Article 17): N/A

Stormwater Management (COD Chapter 24 Article III): Provide a completed Stormwater Maintenance Agreement. Contact Engineering for additional details.

Please add

1. a note indicating that a final plan must include a stormwater management system that complies with the City stormwater ordinance,
2. an approximate footprint area and proposed location for a stormwater management system.

Comprehensive Plan Compliance (Section 14-1):

Development Guidelines

- Minimal front setback-
  - Required front setback: 30’
  - Proposed front setback: Approximately 75’
- Rear or limited side parking only
  - Front and side parking proposed.
- Façade articulation
- Development and maintenance of traffic calming improvements
- Ground-floor storefronts and/or architectural detailing on parking structures
- Encouragement of neighborhood master-planning that links hospital with offices, services and Downtown
- Development and maintenance of traffic calming improvements

Appendix C

Planning Report
Neighborhood Compatibility Meeting
Application for a Conditional Zoning District
Fleming Street Medical Office File # P20-41-CZD
Tuesday, November 24, 2020 2:00 p.m.

Tyler Morrow, Planner, convened the compatibility meeting at 2:00 pm in the Assembly Room of the City Operations Center. Approximately one application representative and four City staff were in attendance. The follow attended:

Name	***Address***	***Name***	***Address***
Carleton Collins (app)	105 Cranford Rd.		
Lew Holloway	staff		
Tyler Morrow	staff		
Tyler Henry	staff		
Terri Swann	staff		

Mr. Morrow opened the meeting explaining this is the first step in a three-step process. He explained the conditional rezoning process adding anyone who received notice of this meeting would receive notice of the City Council Public Hearing. Minutes of this meeting will be forwarded to Planning Board and City Council. Mr. Morrow said the project will go before the Planning Board in December and City Council will hear the project in January. Mr. Morrow stated this meeting is for the neighbors to learn about the project and they should focus on the compatibility of the project in the neighborhood. This is a virtual meeting and Mr. Morrow explained the process and the steps to participate in the meeting. This is an informal meeting so state your name and address before making any comments as minutes of this meeting are being taken.

Mr. Morrow stated the property is currently zoned MIC, Medical, Institutional and Cultural and MICSU, Medical, Institutional and Cultural Special Use. The proposed rezoning is MIC CZD, Medical Institutional and Cultural Conditional Zoning District. The site plan shows a 13,536 square foot building. This is a three-story medical office building. If approved the project will be limited to what is on the approved site plan. They plan to have access from Fleming Street and from 9th Avenue West. The applicant Mr. Carleton Collins is here to give a presentation.

Carleton Collins, Architect for the project stated his name for the record. The design of the building is a three-story medical office building with parking that will wrap around the building. There will be 4,500 square feet per floor. They imagine this to be acute health care, family pediatrics or orthopedic offices. They will comply with the buffer requirements for a Type B buffer between commercial and residential and they plan to add landscaping to the other areas as well. The main entry will be off Fleming Street and that entry will align with a covered drop-off. The other entrance/exit will be off 9th Avenue West.

He did read the comments concerning stormwater and they will manage this in such a way as to not impede on the neighboring properties. The character of the building is not highly modern and not highly traditional. It is a combination of both. They plan to use stucco, brick and glass. It will feature an outdoor staircase, enclosed dumpster and a covered canopy at the main entrance.

Mr. Collins stated along Fleming there exists several medical offices that are small one-story buildings but also in the area are taller buildings such as the hospital and high school. They plan to have this building blend in with the area. The height of this building does meet the zoning ordinance requirements. The project will meet all the requirements of the City of Hendersonville.

Lew Holloway, Community Development Director stated the public comments will be included fully in the minutes of this meeting. He summarized the comments.

Pre-Submitted Public Comments:

Candis Killam, 524 Fassifern Court: I have lived on Fassifern Ct for almost 20 years, it is a great little neighborhood. My house is only 2 properties down from the proposed building. I do not want the rezoning to change, besides the hospital and high school, there are not any buildings residental or medical etc that are larger than one story. I do not think it would be appropiate to build anything above a one story building so close to residental areas. Before they tore down the 2 (one story) pervious buildings they were medically related and did well to fit in to our neigborhood and surrounding area.Please do not allow this change to take place. Thank you

Heather B West, 505 9th ave W: Our house is adjacent to the property on 9th Ave. We are concerned about a building of this size being right beside our house. A 3 story medical building would tower over my house. My children would play in the back yard with a huge building looming over them. Instead of looking out onto trees, my daughter would get to see a retaining wall and dumpster when she looks out her window. And what would this kind of property, so out of keeping with this neighborhood, do to my property value? The financial impact of an enormous building so close to my house would be huge.

John B Hunter, 923 Fassifern Ct: Last year we purchased the home at 923 Fassifern Ct in Hendersonville. This home was built by Dr. Joseph Sevier in 1928 and holds quite a bit of historical value. Dr. Sevier took over as Headmaster at the Fassifern School for girls from 1925 until his passing in 1945. Below are a couple links articles with more information about the Fassifern School.https://www.blueridgenow.com/article/NC/20131020/News/606028276/HThttps://www.greetingsfromthepast.com/2019/07/fassifern-school/Dr. Sevier was also the founder of Camp Greystone that has been in operation for over 100 years and is still in operation today in nearby Tuxedo, NC.https://www.campgreystone.comWe are disappointed we haven't been given much time to prepare for this meeting and we are not going to be able to attend or make comments on the Zoom meeting today. We were only recently notified by the Community Development Department Planning Division that a developer wants to rezone the nearby property for this large 3 story medical office building. We are close to the hospital and understand that medical offices and similar businesses will pop up nearby, but never expected a monstrosity like this to be permitted so close to a residential and historical area. This building is much too large and out of character with the neighborhood. We have reached out to the Hendersonville Historic Preservation Commission and will be working on ways to protect the residential

community from this type of project. We hope your department does not allow this rezoning so that we are not forced to take additional action.

Zach Forrest, 520 Fassifern court: Please do NOT allow this property to be rezoned. After seven years of living in my beloved travel trailer, I purchased the home right beside this property just 6 months ago. When I moved to the neighborhood the house on the property was being used as a medical facility and that was working out just fine. Since then the house has been torn down and the basements filled resulting in my backyard (and my neighbors) becoming a mud river upon raining that I'm happy to share videos of. After contacting the owners and promises to fix the issue nothing was done. Due to the work already done on the property the rainwater is already inches from entering the basement and creating a tremendous financial burden. I had to further ruin my yard by digging a trench to divert the water away from the basement and I have spent thousands (happy to provide receipts) on sump pump installation. Careful consideration will need to be made regarding the stormwater drainage so that I can have my backyard and not have to worry about a flooded basement. I'll summarize my remaining concerns;-Parking- 52 parking spaces for a 13,500+ square foot building is concerning. There are not enough parking spaces for a building of this size. This is concerning because this will result in people blocking my driveway or parking down the streets of our currently quiet neighborhood. -Water Drainage- Based on the map the plan is to divert stormwater into my and my neighbor's properties. This is concerning as it effectively passes the burden of stormwater to myself and my neighbors rather than taking responsibility for and properly disposing of the additional water created from building this structure. I'm concerned that this will cause a tremendous financial burden that would otherwise be addressed with proper development.-Proposed building proximity to property line-The map scaling is very unclear making it impossible to understand how close the proposed building site or retaining walls are to my property line. I'm also concerned that the brush/trees/landscaping between our properties will be removed or not be sufficient to maintain the privacy and barrier between the properties.-Retaining walls-The retaining walls look alarmingly close to the property line and there is a gap that would allow water to flow directly into my neighbors and my own yard. This is very concerning. -The map provided does not have an accurate scale-Will it be possible to have a map with an accurate scale or get confirmation of which scaling is correct? Right now it has scale as 1" = 20' but directly above it, there is another scale that is not the same. Which one is it? Can we get a new map or confirmation on which scale is accurate before we move forward?-3 story building will likely block the sun-I'm concerned that the sun will be blocked by the 3 story building.-Only proposed 3 story building in the area-I was promised by the owners of the property that the building would be built to blend in with the neighborhood. The mockups are of a very modern building. This neighborhood is from the late 1800s and early 1900s so how does a modern building fit in with the neighborhood? Further, this 3 story building would be the only one other than the hospital so further does not fit in with the neighborhood. The whole neighborhood shares these concerns including Candis who has sent in her comments and others including the other adjacent property owner. Please do not allow this re-zone to occure.

Jason Peiffer, 1005 Fassifern Ct: I reside in the Fassifern Ct. neighborhood adjoining the properties and have concerns regarding marketability of the proposed medical office building and question the need for rezoning. We already have several vacant or nearly vacant medical office buildings nearby, one of which is directly across the street on the opposing side of the entrance to our neighborhood (containing a single shoulder clinic in a much larger vacant complex). Is there need for rezoning so that an even larger 3 story medical building may be placed on the properties? Does the builder already have contracts in place that we are assured all 3 stories of an imposing complex will be needed directly next to our

neighborhood? Should the rezoning and proposed building take place as envisioned, what will be the maximum height of the retaining wall immediately next to the houses of our court as builders seek to level the property? What considerations have been given to run-off from the proposed parking lot? We already have flooding and heavy flow through the lawns of properties just below the proposed building site during rainstorms. Will the parking lot divert rainwater directly into storm drains or exacerbate existing problems?

Mr. Morrow stated they will hear the live comments. He explained the raise hand feature and asked each person to state their name and address for the record.

Ken Fitch, 1046 Patton Street stated the comments should be noted and there are questions that have not been answered. There are many concerns with this project such as the elevation of the building. He asked if the elevation would be altered to align with Fleming Street and had concerns about the bank on the Fassifern side. He asked if the stakes with pink ribbons are on the property lines. Mr. Collins stated he cannot speak to the stakes on the property. The sitework team will blend into the existing grade. They will raise the elevation slightly to accommodate the building and the parking lot will remain flat. He stated the upper right portion has a low part on the property and he read in the comments the mention of the retaining wall. The retaining wall will be at the edge of the building and the parking lot. They will work out the stormwater details and they do not plan to impede on the surrounding neighbors.

Mr. Fitch stated retaining the lower grade at the rear of the building could have an impact to the adjoining properties. He asked if the Tree Board will review this project and if they plan to keep any of the existing trees on the property. Is a tree survey required and what are the details of the buffer?

Mr. Collins stated there will be a combination of taller trees and smaller landscaping to provide a soft visual screen. They plan to retain what trees they can, but some will have to be removed for construction.

Donald Cooper, 900 Fleming Street stated he owns the Edward Jones building on the corner. Will the first floor be level with Fleming Street? Mr. Collins stated yes. Mr. Cooper stated that will cause the property to be 5,6,7,8 feet higher. Mr. Collins stated several feet yes, but not 8 feet. Mr. Cooper stated having a three-story building and raising the elevation of this property will make it significantly higher than Dr. Hornsby's office building that sits across the street and his building is only one story. Mr. Collins stated this property will be relatively level with Fleming Street. The property across the street is higher than street level.

John Hunter, 923 Fassifern Court stated this building is too high for the character of the neighborhood. He wanted it noted on record that he opposes the project and that he does not reside in Ann Arbor, Michigan. He asked who gets the final decision on this. Mr. Holloway stated this is the first step in the process. The project will move on from here to the Planning Board in December and they will give their recommendation on the project to City Council. It will be heard by City Council in January and they will have the final approval. This is only a public input session and the neighbors will have another opportunity to give their comments to the Planning Board and City Council.

Heather West, 505 9th Avenue West stated she is an adjacent property owner and she stated the height of the retaining wall is a big concern to her. The house is only 10 feet off the property, and she is concerned the wall will have an effect on her property. Mr. Collins stated they do not anticipate any retaining wall near the dumpster. The wall will only be five to six feet. Ms. West asked if the wall is part of the building. Mr. Collins stated yes that is correct, it is part of the building. It is not a freestanding retaining wall. It is next to the staff entry and the five-foot sidewalk and is up against the building.

Ms. West's husband stated the neighbors and himself have spent money on the upkeep and landscaping of their yards and now this will change the whole outlook of the neighborhood. They will have to listen to a dumpster being emptied every day.

Mr. Fitch asked if a client has been identified for the project and will there be any surgical procedures done at the building or will the building include a lab. He had concerns about the right and left turn onto the street from the property. There is also only one ADA parking space and he feels that is inadequate. He asked what the rear view from Fassifern would be.

Mr. Collins stated they will provide more information on the views at the next meeting. He is not sure that he understands Mr. Fitch's comments on the entryway. He explained how they will enter the property and where the drop-off is located. He also stated they have no potential tenants as of right now. They wanted to get the approval for the project before they market the building. They will have flexibility with the practice type and lean towards non-surgical procedures.

Ms. West asked if the landscaping would be enough to provide a privacy barrier for their property. Mr. Collins stated they could tailor one to meet her needs.

Ms. West's husband stated for the record that he does not want this building and he did not get a response from Mr. Collins. Mr. Collins stated he understands their concerns.

Mr. Holloway stated the notes become part of the public record from this meeting and they will be included in the Planning Board and City Council memos.

Zach Forrest, 520 Fassifern Court stated he is opposed to this being built for many different reasons. There are two different scales on the map, and he doesn't know which one is accurate. Mr. Morrow stated the site plan submitted is 24" x 36" and staff had to shrink that down to mail it out. The 24" x 36" site plan is in the Planning office located at 100 N. King Street and any of the neighbors can come by and get a copy of it. Mr. Forrest had concerns about the 20-foot buffer zone from the property line. Mr. Collins stated the City of Hendersonville has landscaping requirements for the buffers and it is placed in the 20-foot zone of the property line. They have submitted different plant materials with more detail, and they can tailor the landscaping along the property line to achieve the privacy that the residents want on their side of the property.

Mr. Forrest stated a great point was made concerning the height of the building by Mr. Fitch. If they plan to raise the elevation six to eight feet, will the first story be at ground level? Mr. Collins stated the civil engineer has done the grading for the site; their intent is to try to establish a level grade to the site

then blend back to the existing grade with the retaining wall at the building. They will study this and have more detail at the next meeting. Mr. Forrest stated if they have an additional three stories from Fleming Street then that actually makes the building four stories and it is unreasonable to build it at that height. The high school and the hospital are the only three-story buildings in the area. If he plans to level the property, they will have to bring in 100 dump trucks with sand and that is just ridiculous. Mr. Collins stated at this stage, not all the details have been worked out.

Mr. Forrest stated it would be great to see a 360 of the building and the rear view. He feels that a three- or four-story building will block the sun from his house, and he will never see the sun in his back yard again. What is the actual height of the building? Mr. Collins stated the levels are twelve feet high floor to floor. Mr. Forrest asked what landscaping materials can shield the privacy of a four-story building? The trees would have to be extremely tall. Mr. Collins stated the intent of the landscaping is not to shield a building that high but rather to screen the residential areas.

Mr. Forrest feels like it would be more accommodating for a one- or two-story office building. They will not have the privacy they once had once this building is built.

Mr. Collins stated this meeting is to have a discussion with the neighbors. They meet all the ordinance requirements for the City of Hendersonville including the landscaping. The owner will try to work with the neighbors, and they can have a neighborhood meeting if possible with the neighbors.

Mr. Forrest was concerned about getting noticed for the next meetings. Mr. Morrow stated if you were notified for this meeting then you will also be notified for the Planning Board and City Council meetings. The property will also be posted for each meeting.

Mr. Fitch asked about the buffer requirements for residential and commercial. Mr. Holloway stated there are specific requirements to buffer residential from commercial uses. Staff will do a review of the site plan prior to the Planning Board meeting. December 14th is the date of the Planning Board meeting and this project could move forward to that meeting. There is nothing to prevent this from the moving forward to the December Planning Board meeting.

Ms. West had concerns about the traffic on school days in the afternoon and asked if a traffic study is required. She is worried about the children that walk to and from school. Mr. Collins stated there is no requirement for a traffic study for this project.

Mr. Morrow asked if anyone else would like to comment. No other comments were made.

Mr. Morrow stated this concludes the meeting. He stated the next step for this project is the Planning Board and everyone that got noticed will be noticed of the Planning Board meeting as well. The property will also be posted with the meeting information on the sign.

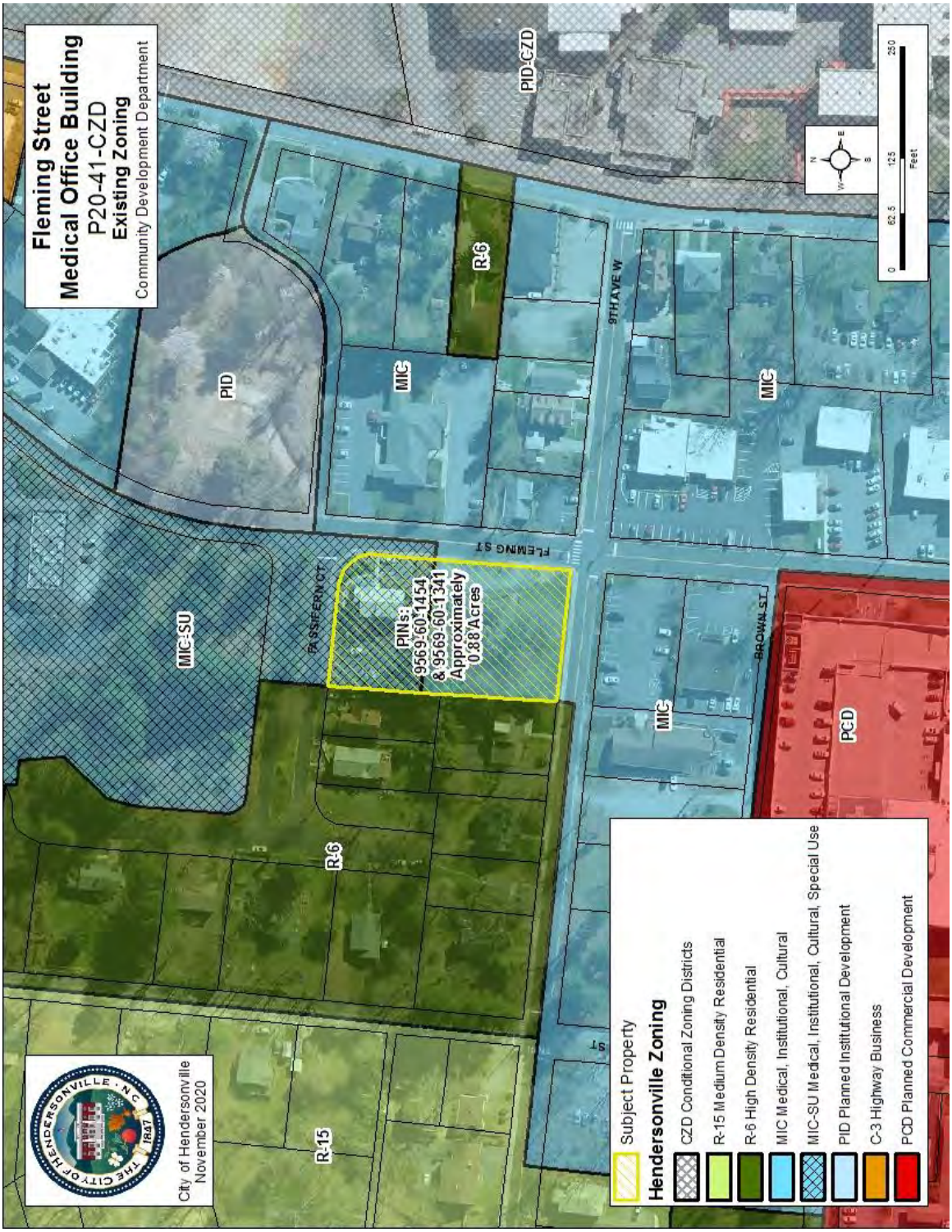
With no further comments or questions, Mr. Morrow closed the meeting at 2:54 pm.

Appendix D

Agenda

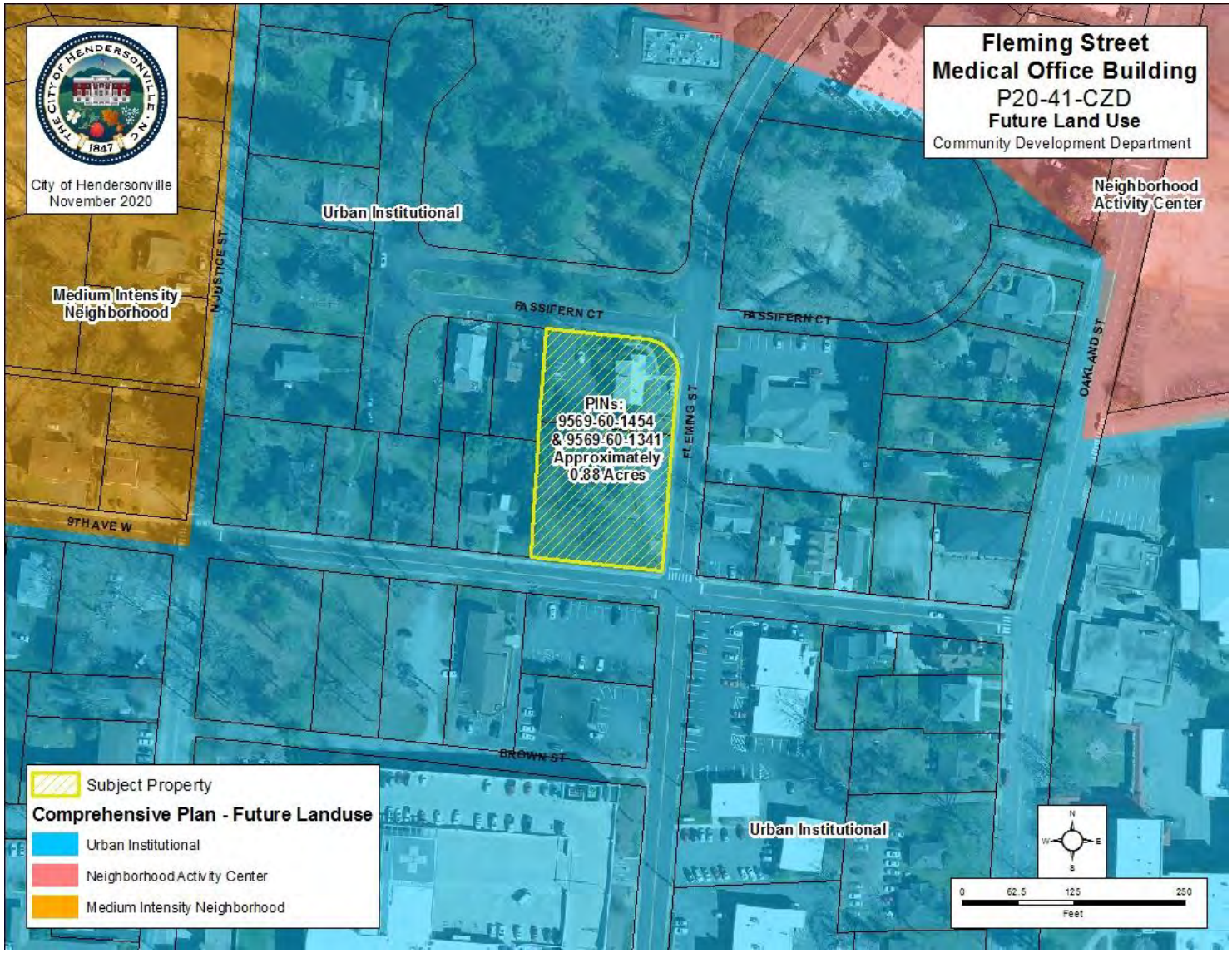
Agenda

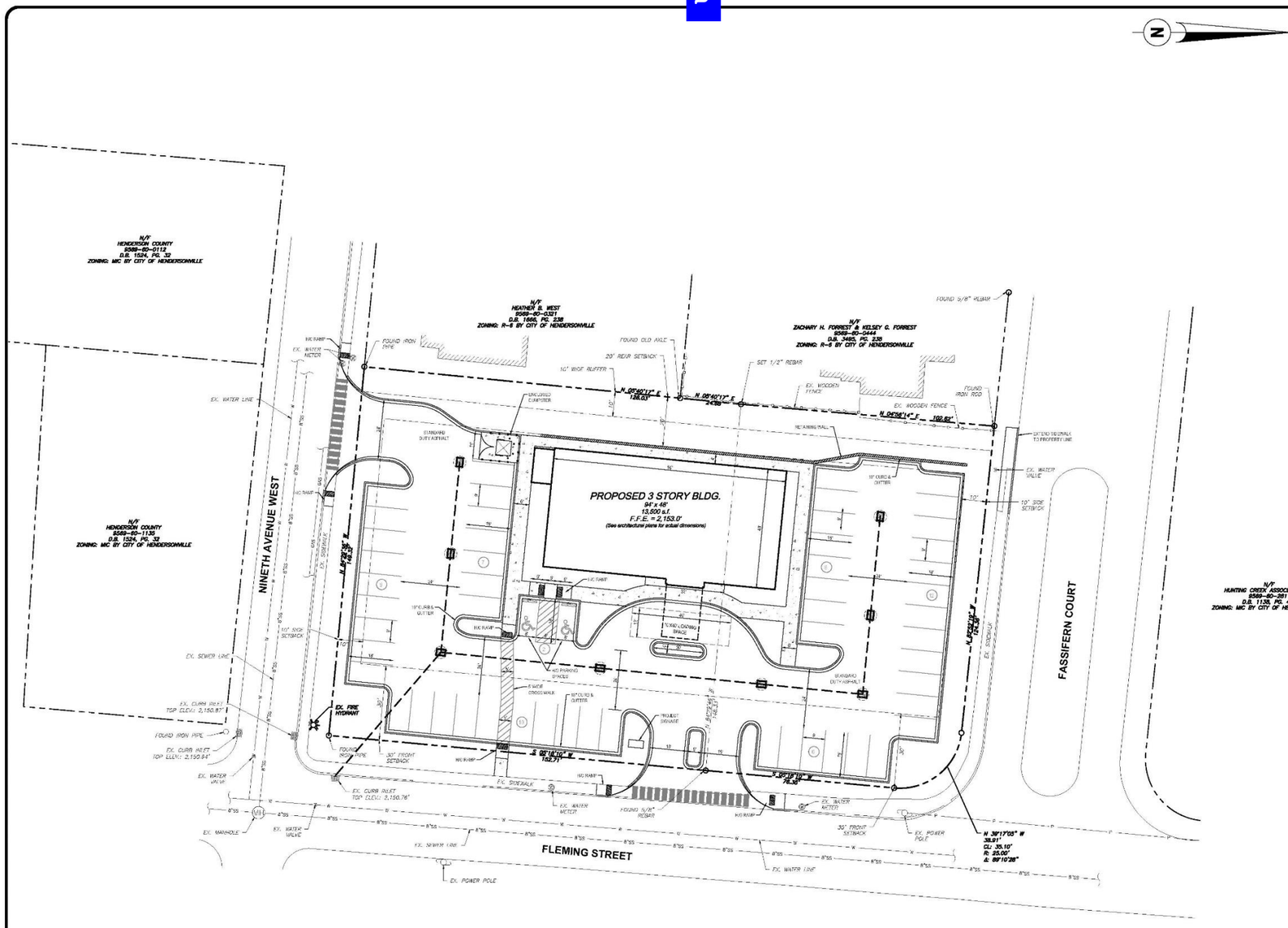
Appendix E

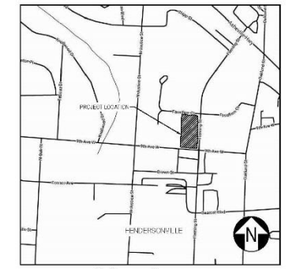


Agenda

Appendix F







LOCATION MAP
NOT TO SCALE

PROJECT NOTES:

OWNER:
DDF Enterprises LLC
3050 NE 1st Ave
Miami, FL 33137

ENGINEER:
High Country Engineering, PC (C-3347)
111 E. Chestnut Street
Asheville, North Carolina 28801
T 828-230-4511
Contact: Michael R. Goforth PE
Email: mgoforth@hcpc.net

1. Property located in Henderson County, North Carolina. Property address is 300 Fleming Street, Hendersonville, NC
2. PIN NUMBER: 9569181341, 9569601454
3. Zoning: Medical, Institutional, Cultural (MIC) by the City of Hendersonville.
4. Deed Book: 3450 and Page 569, 510
5. Proposed use is for a medical office building.
6. Project Coordinates: -82.463185° W, 35.322540° N
7. The receiving water course for this project is a Unnamed Tributary to Clinton Creek. At the confluence, Clinton Creek, stream index 5-55-5, is a Class C water as classified by NCDENR.
8. Total tract contains over 0.917 acres (disturbed area = ±0.95 acres. Total new impervious area = ±0.331 acres (36.0%)
9. Boundary & Topographical information obtained from survey by Tyrone D. Cantrell, PLS # L-4190 of True North Surveying & Mapping and dated February 6th, 2020.
10. Contour interval is 1 foot.
11. This property is shown on F.I.R.M. panel number 3700959C0J, dated October 2, 2008 and is not located within a special flood hazard zone "A" or "AE".
12. The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility companies. The surveyor makes no certification as to the completeness of the locations shown herein. Approximate utility companies should be contacted for verification of locations prior to any construction activity.
13. The contractor shall verify the invert elevation of all existing storm and sanitary sewer structures prior to construction of storm and sanitary sewer construction.
14. Contractor shall notify the engineer and owner's owner of any information found in the field that is different from what is shown on these design plans.

SITE AREA DATA	
TOTAL PROJECT AREA	37,700 SF
SITE COVERAGE - BUILDINGS	13,500 SF
SITE COVERAGE - OPEN SPACE	2,800 SF
SITE COVERAGE - PARKING	21,000 SF

PARKING SPACES REQUIRED
- 13,500 SF / 250 SF PER PARKING SPACE = 54 SPACES
- PROVIDED 54 SPACES

20' 10' 0 20' 40' 60'
GRAPHIC SCALE
SCALE 1" = 20'

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NORTH CAROLINA
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811
N.C. ONE CALL CENTER
IT'S THE LAW!

HIGH COUNTRY ENGINEERING, P.C.
111 E. CHESTNUT STREET
ASHEVILLE, NORTH CAROLINA 28801
T: 828.230.4511
F: 828.348.5040
NC FIRM NO. C-3347

PRELIMINARY
NOT FOR
CONSTRUCTION
MICHAEL R. GOFORTH

CONSTRUCTION PLANS FOR:
HENDERSONVILLE MEDICAL OFFICE BUILDING
for
CARLETON COLLINS ARCHITECTURE
City of Hendersonville
Henderson County, North Carolina

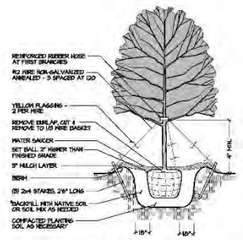
#	DATE	REVISION DESCRIPTION
A	12/02/20	Issue 1 - Submittal to City of Hendersonville

PROJECT NAME:
HENDERSONVILLE MEDICAL OFFICE BUILDING
City of Hendersonville
Henderson County, NC

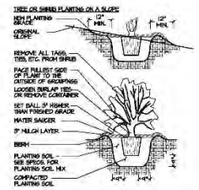
SHEET TITLE:
PRELIMINARY SITE PLAN

PROJECT NO: CCA001
DATE: 12/2/2020
ISSUE No: A-1
SHEET NO: C-2 of 3

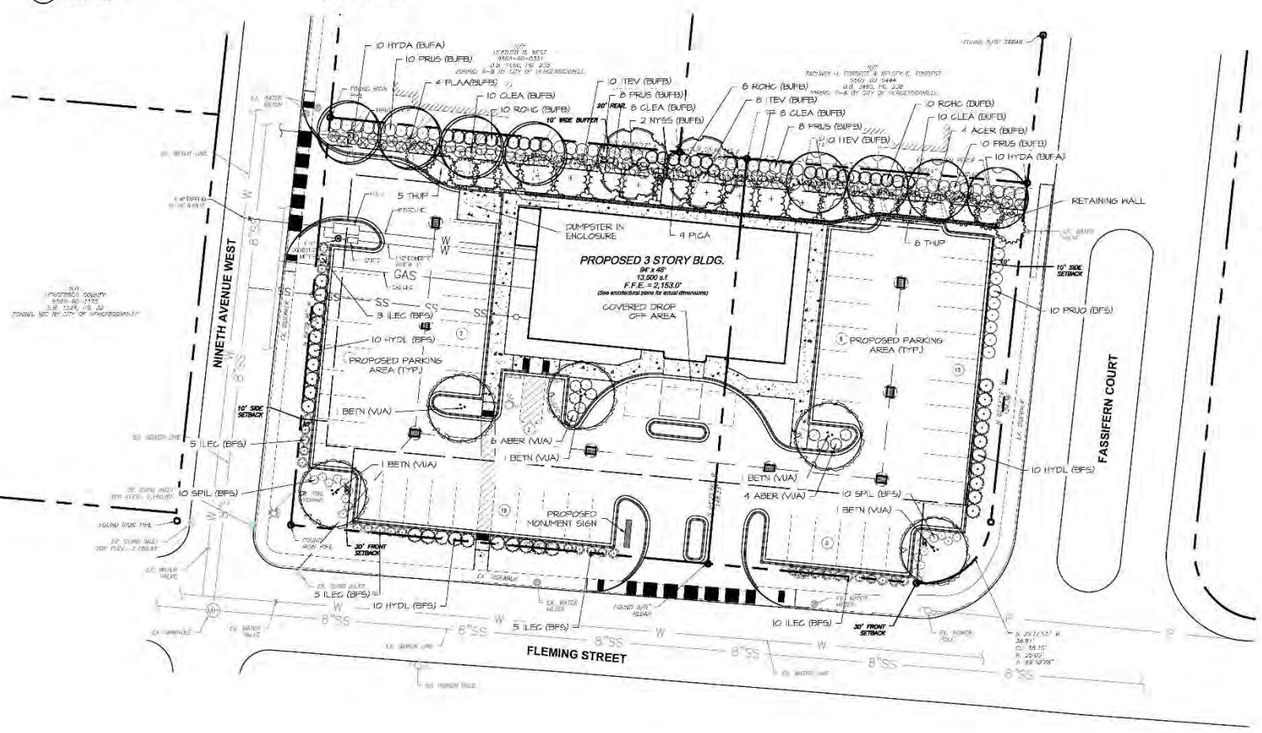
Appendix G



1 LI **TREE PLANTING**
Not to Scale



2 LI **SHRUB PLANTING**
Not to Scale



PROJECT SUMMARY

PIN NUMBERS:
9564-60-1341
9564-60-1454

PROJECT ADDRESS:
903 & 919 Fleming Street
Hendersonville, NC 28791

PROJECT INFORMATION:
Current Zoning = Medical, Institutional, Cultural (MIC)
Front Setback = 30'
Side Setback = 10'
Rear Setback = 20'

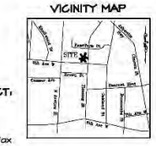
Proposed Use = Medical Offices

Total Size of Property = 0.866 AC +/-

OWNER / CONTACT:
CCP FLEMING LLC
3250 NE 1st Avenue
Miami, FL 33137

LANDSCAPE ARCHITECT:
Mr. Clay Mooney
Design Associates
1293 Hendersonville Rd.
Asheville, NC 28803
(828) 277-7410 / 277-7413 fax

VICINITY MAP



PLANTING SUMMARY:

1) BUFFERYARD TYPE B
4 BROADLEAF CANOPY TREES, 25 EVERGREEN SHRUBS (4-FOOT CENTERS) & 33 FLOWERING SHRUBS PER 100' OF PROPERTY LINE ABUTTING THE RESIDENTIAL USE.
255 LF OF PROPERTY LINE ABUTTING THE RESIDENTIAL USE = 10 BROADLEAF CANOPY TREES, 64 EVERGREEN SHRUBS (4-FOOT CENTERS) & 84 FLOWERING SHRUBS
BROADLEAF CANOPY TREES REQUIRED = 10
BROADLEAF CANOPY TREES PROVIDED = 10
EVERGREEN SHRUBS REQUIRED = 64
EVERGREEN SHRUBS PROVIDED = 64
FLOWERING SHRUBS REQUIRED = 84
FLOWERING SHRUBS PROVIDED = 84

2) VEHICULAR USE AREA LANDSCAPING
1 TREE & 2 SHRUBS PER 4,000 SF OF VUA
20,120 SF OF VUA = 5 TREES & 11 SHRUBS
(AT LEAST 75% OF TREES TO BE BROADLEAF CANOPY TREES)
TREES REQUIRED = 5
TREES PROVIDED = 5
SHRUBS REQUIRED = 10
SHRUBS PROVIDED = 10

3) BUFFERING FROM STREET
1 SHRUB FOR EVERY 5 LF OF VUA WITHIN 50' OF THE STREET
445 LF OF VUA WITHIN 50' OF THE STREET = 84 SHRUBS
SHRUBS REQUIRED = 84
SHRUBS PROVIDED = 84

NOTES:
1. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE
2. DO NOT SCALE FROM DRAWINGS
3. ALL AREAS NOT BUILT OR LANDSCAPE SHALL BE GRASSED

PLANTING LEGEND
BUFB = BUFFERYARD TYPE B
VUA = VEHICULAR USE AREA LANDSCAPING
BFS = BUFFERING FROM STREET

4 ACER (BUFB)
- 4 — # OF PLANTS
- ACER — PLANT KEY (SEE PLANT LIST)
- (BUFB) — ZONING USE ABBREVIATION (SEE LEGEND)

PLANT SCHEDULE

	KEY	QTY	BOTANICAL NAME / COMMON NAME	CALIPER	HEIGHT	B & B CONTAINER	MATERIAL SPECIFICATIONS
	ABER	10	Abelia x grandiflora 'Rose Creek' / Rose Creek Abelia		18" min. ht.	B&B or min. 3 gallon cont.	dense, full plants
	ACER	4	Acer rubrum 'Red Sunset' / Red Sunset Maple	2" min. cal.	12'-14' ht.	B&B	single, straight leader, well-branched
*	BETN	5	Betula nigra 'Heritage' / Heritage River Birch	2" min. cal.	12'-14' ht.	B&B or cont.	multi-trunk, dense, uniform branching
*	CLEA	36	Clethra alnifolia / Summersweet		18" min. ht.	B&B or min. 3 gallon cont.	multi-stemmed, well-branched
*	HYQA	20	Hydrangea arborescens 'Annabelle' / Annabelle Smooth Hydrangea		18" min. ht.	B&B or min. 3 gallon cont.	dense form, well rooted
*	HYDL	30	Hydrangea paniculata 'Little Lime' / Little Lime Hydrangea		18" min. ht.	min. 3 gallon cont.	dense form, well rooted
	ILEC	29	Ilex cornuta 'Carissa' / Carissa Holly		18" min. ht.	B&B or min. 3 gallon cont.	dense, full plants
*	ITEV	28	Ilex virginica / Virginia Sweetspire		18" min. ht.	B&B or min. 3 gallon cont.	dense, full plants, well rooted
*	NYSS	2	Nyssa sylvatica / Black Tupelo	2" min. cal.	12'-14' ht.		straight trunk
	PICA	9	Picea abies / Norway Spruce		12'-14' ht.	B&B or cont.	straight leader, uniform branching
	PLAA	4	Platanus x acerifolia / London Planetree	2" min. cal.	12'-14' ht.	B&B or cont.	straight trunk, dense, uniform branching
	PRUO	10	Prunus laurocerasus 'Otto Luyken' / Otto Luyken Laurel		18" min. ht.	B&B or min. 3 gallon cont.	dense, full plants, well rooted
	PRUS	36	Prunus laurocerasus 'Schipkaensis' / Schip Laurel		18" min. ht.	B&B or min. 3 gallon cont.	dense, full plants
	ROHC	28	Rhododendron 'English Roseum' / English Roseum Rhododendron		18" min. ht.	B&B or min. 5 gallon cont.	dense, full plants
	SPIL	20	Spiraea japonica 'Little Princess' / Little Princess Spirea			B&B or cont.	15"-18" spd., dense, full plants, 24" O.C. spacing
*	THJP	13	Thuja plicata 'Green Giant' / Green Giant Arborvitae		10'-12' ht.	B&B or cont.	straight trunk, dense, uniform branching

0 10' 20' 40' 60'
SCALE: 1" = 20'
NORTH

DESIGN ASSOCIATES
LANDSCAPE ARCHITECTS & LAND PLANNERS
1293 Hendersonville Road
Suite 21
Asheville, NC 28803
828-277-7410
Fax: 828-277-7413

NC CERTIFIED LANDSCAPE ARCHITECT 399
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

Fleming Medical Office
903 & 919 Fleming Street
Hendersonville, NC 28791

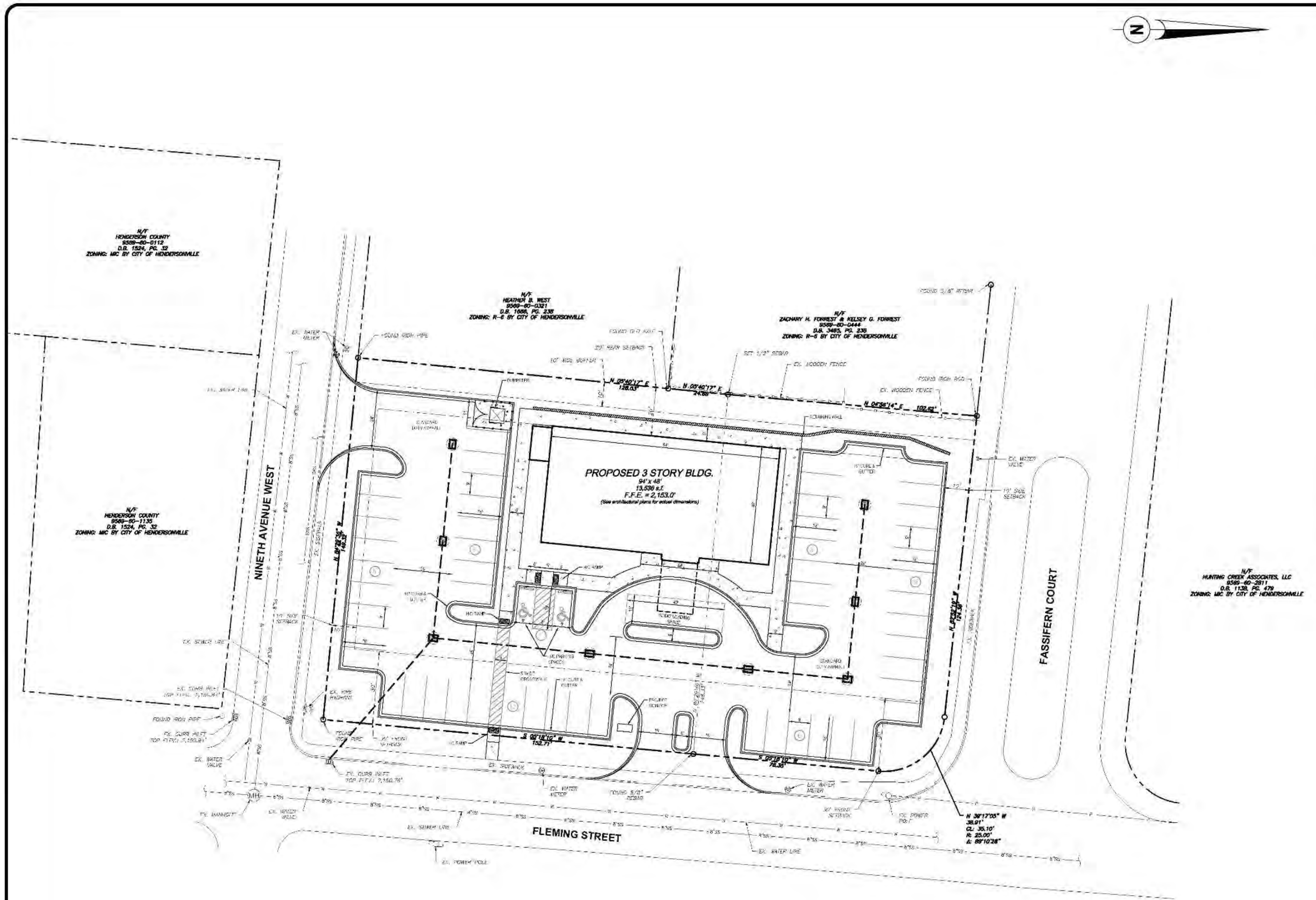
Landscape Plan

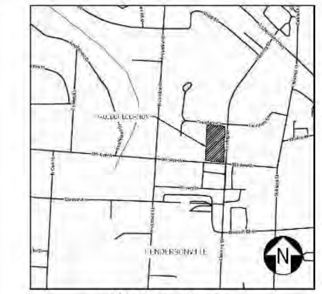
REVISIONS:
11/5/20 REVISED
12/2/20 REVISED

L1
10 19 2020

Appendix H

Appendix I





LOCATION MAP
NOT TO SCALE

PROJECT NOTES:

OWNER:
CCP Fleming LLC
3250 NE 1st Ave
Miami, FL 33137

ENGINEER:
High Country Engineering, PC (C-3347)
111 E. Chestnut Street
Asheville, North Carolina 28801
1-828-230-4511
Contact: Michael R. Goforth, PE
Email: mgoforth@hcepc.net

1. Property located in Henderson County, North Carolina. Property address is 523 Fleming Street, Hendersonville, NC.
2. PIN NUMBER: 9569601341, 9569501454
3. Zoning: Medical, Institutional, Cultural (MIC) by the City of Hendersonville.
4. Deed Book 3450 and Page 599, 610
5. Proposed use is for a medical office building.
6. Project Coordinates: 35.455316° W -82.462254° N
7. The receiving water course for this project is an Unnamed Tributary to Britton Creek. At the confluence of Britton Creek, Stream Index 6-55-9 and Class C waters as classified by NCDENR.
8. Total tract contains ±0.87 acres/disturbed area ±0.85 acres. Total new impervious area ±0.51 acres (58.6%)
9. Boundary & Topographical information obtained from a survey by Tyrone D. Cantrell, PLS #L-4160 of True North Surveying & Mapping and dated February 6th, 2020.
10. Contour interval is 1 foot.
11. The property is shown on F.I.R.M. panel number 3700956900J, dated October 2, 2008 and is not located within the special flood hazard zone "X" or "AE".
12. The location of underground utilities shown is approximate based on surface field evidence and information supplied by utility agencies. The survey makes no certification to the completeness of the locations shown herein. Appropriate utility companies should be contacted for verification of locations prior to any construction activity.
13. The contractor shall verify the invert elevations of all existing storm and sanitary sewer structures prior to commencement of storm and sanitary sewer construction.
14. Contractor shall notify the engineer and owner/developer of any information found in the field that is different from what is shown on these design plans.

SITE AREA DATA	
TOTAL PROJECT AREA	37,730 SF
SITE COVERAGE - BUILDINGS	13,530 SF
SITE COVERAGE - OPEN SPACE	21,538 SF
SITE COVERAGE - PARKING	2,056 SF

PARKING SPACES REQUIRED
- 13,536 SF / 250 SF PER PARKING SPACE = 55 SPACES
- PROVIDED 55 SPACES

20' 10' 0 20' 40' 60'
GRAPHIC SCALE
SCALE 1" = 20'

Revised 12-2-2020

IF YOU DIG
NORTH CAROLINA
CALL US FIRST!
811
N.C. ONE CALL CENTER
IT'S THE LAW!

HIGH COUNTRY ENGINEERING, P.C.
111 E. CHESTNUT STREET
ASHEVILLE, NORTH CAROLINA 28801
T: 828.230.4511
F: 828.348.5040
NC FIRM NO.: C-3347

PRELIMINARY
NOT FOR
CONSTRUCTION

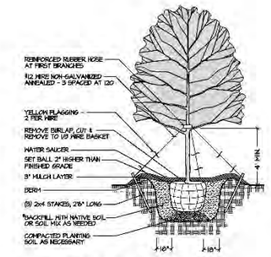
CONSTRUCTION PLANS FOR
HENDERSONVILLE MEDICAL OFFICE BUILDING
for
CARLETON COLLINS ARCHITECTURE
City of Hendersonville
Henderson County, North Carolina

#	DATE	REVISION DESCRIPTION
A	11/5/2020	Submitted to City of Hendersonville

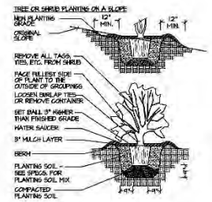
PROJECT NAME:
HENDERSONVILLE MEDICAL OFFICE BUILDING
City of Hendersonville
Henderson County, NC

SHEET TITLE:
PRELIMINARY SITE PLAN

PROJECT NO.: CCA001
DATE: 11/3/2020
SHEET NO.: C-2 of 3



1 LI **TREE PLANTING**
Not to Scale



2 LI **SHRUB PLANTING**
Not to Scale

PROJECT SUMMARY

PIN NUMBERS:
4564-60-1341
4564-60-1454

PROJECT ADDRESS:
903 & 919 Fleming Street
Hendersonville, NC 28791

PROJECT INFORMATION:
Current Zoning = Medical, Institutional, Cultural (MIC)
Front Setback = 30'
Side Setback = 10'
Rear Setback = 20'

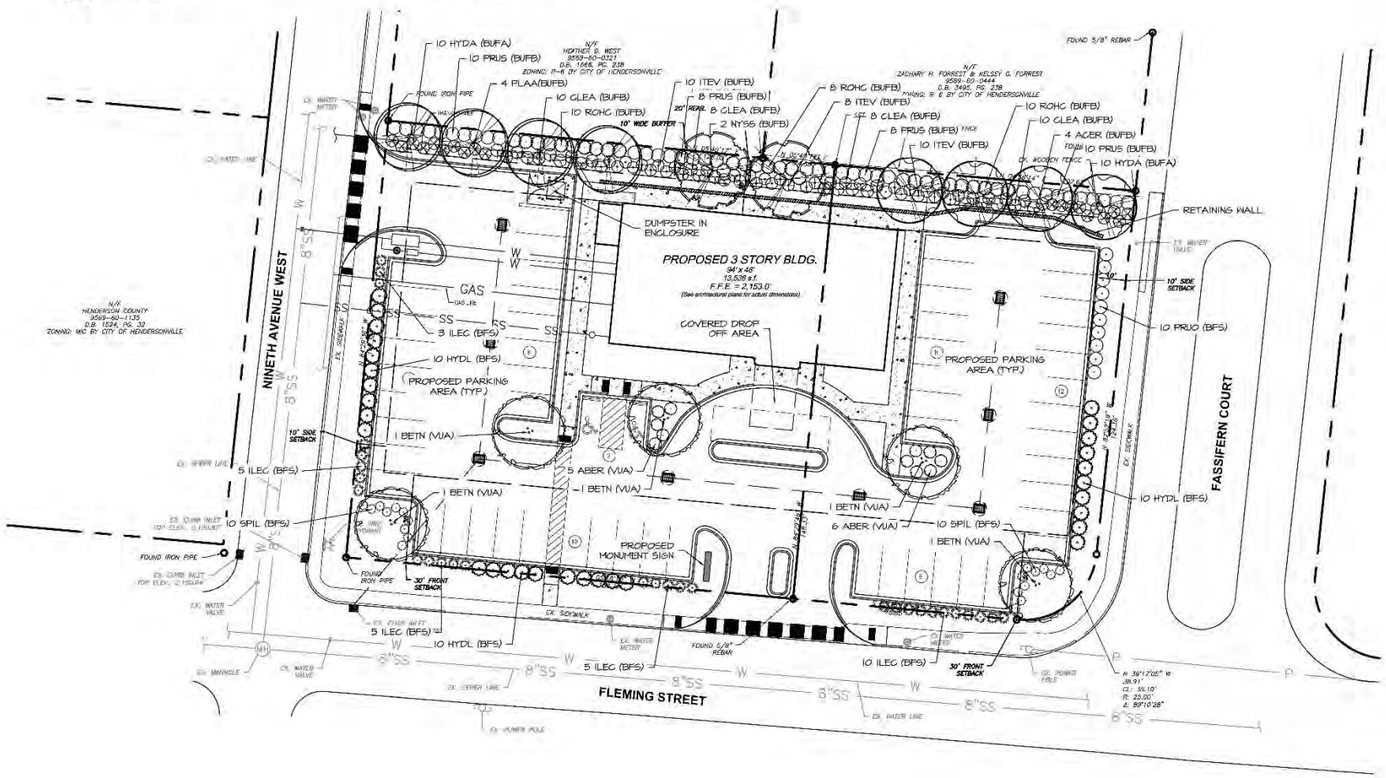
Proposed Use = Medical Offices

Total Size of Property = 0.866 AC +/-

OWNER / CONTACT:
CCP FLEMING LLC
9250 NE 1st Avenue
Miami, FL 33137

LANDSCAPE ARCHITECT:
Mr. Clay Mooney
Design Associates
1293 Hendersonville Rd.
Asheville, NC 28803
(828) 277-7410 / 277-7413 Fax

VICINITY MAP



PLANTING SUMMARY:

1) BUFFERYARD TYPE B

4 BROADLEAF CANOPY TREES, 25 EVERGREEN SHRUBS (4-FOOT CENTERS) & 33 FLOWERING SHRUBS PER 100' OF PROPERTY LINE ABUTTING THE RESIDENTIAL USE.
255 LF OF PROPERTY LINE ABUTTING THE RESIDENTIAL USE = 10 BROADLEAF CANOPY TREES, 64 EVERGREEN SHRUBS (4-FOOT CENTERS) & 84 FLOWERING SHRUBS
BROADLEAF CANOPY TREES REQUIRED = 10
BROADLEAF CANOPY TREES PROVIDED = 10
EVERGREEN SHRUBS REQUIRED = 64
EVERGREEN SHRUBS PROVIDED = 64
FLOWERING SHRUBS REQUIRED = 84
FLOWERING SHRUBS PROVIDED = 84

2) VEHICULAR USE AREA LANDSCAPING

1 TREE & 2 SHRUBS PER 4,000 SF OF VUA
21,054 SF OF VUA = 5 TREES & 11 SHRUBS
(AT LEAST 75% OF TREES TO BE BROADLEAF CANOPY TREES)
TREES REQUIRED = 5
TREES PROVIDED = 5
SHRUBS REQUIRED = 11
SHRUBS PROVIDED = 11

3) BUFFERING FROM STREET

1 SHRUB FOR EVERY 5 LF OF VUA WITHIN 50' OF THE STREET
445 LF OF VUA WITHIN 50' OF THE STREET = 89 SHRUBS
SHRUBS REQUIRED = 89
SHRUBS PROVIDED = 89

NOTES:

1. THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD ZONE
2. DO NOT SCALE FROM DRAWINGS
3. ALL AREAS NOT BUILT OR LANDSCAPE SHALL BE GRASSED

PLANTING LEGEND

BUFB = BUFFERYARD TYPE B
VUA = VEHICULAR USE AREA LANDSCAPING
BFS = BUFFERING FROM STREET

OF PLANTS
PLANT KEY (SEE PLANT LIST)
4 ACER (BUFB)
ZONING USE ABBREVIATION (SEE LEGEND)

PLANT SCHEDULE

KEY	QTY	BOTANICAL NAME/ COMMON NAME	CALIPER	HEIGHT	B & B CONTAINER	MATERIAL SPECIFICATIONS
ABER	11	Abelia x grandiflora 'Rose Creek' / Rose Creek Abelia		18" min. ht	B&B or min. 3 gallon cont	dense, full plants
ACFR	4	Acer rubrum 'Red Sunset' / Red Sunset Maple	2" min. cal.	12'-14' ht.	B&B	single, straight leader, well-branched
BETN	5	Betula nigra 'Heritage' / Heritage River Birch	2" min. cal.	12'-14' ht.	B&B or cont.	multi-trunk, dense, uniform branching
CLEA	36	Clethra alnifolia / Summersweet		18" min. ht.	B&B or min. 3 gallon cont	multi-stemmed, well branched
HYDA	20	Hydrangea arborescens 'Annabelle' / Annabelle Smooth Hydrangea		18" min. ht.	B&B or min. 3 gallon cont	dense form, well rooted
HYDL	30	Hydrangea paniculata 'Little Lime' / Little Lime Hydrangea		18" min. ht.	min. 3 gallon cont	dense form, well rooted
ILEC	29	Ilex cornuta 'Carissa' / Carissa Holly		18" min. ht.	B&B or min. 3 gallon cont	dense, full plants
ITEV	28	Itea virginica / Virginia Sweetspire		18" min. ht.	B&B or min. 3 gallon cont	dense, full plants, well rooted
NYSS	2	Nyssa Sylvatica / Black Tupelo	2" min. cal.	12'-14' ht.		straight trunk
PLAA	4	Platanus x acerifolia / London Planetree	2" min. cal.	12'-14' ht.	B&B or cont.	straight trunk, dense, uniform branching
PRUO	10	Prunus laurocerasus 'Otto Luyken' / Otto Luykens Laurel		18" min. ht.	B&B or min. 3 gallon cont	dense, full plants, well rooted
PRUS	36	Prunus laurocerasus 'Schipkaensis' / Schip Laurel		18" min. ht.	B&B or min. 3 gallon cont	dense, full plants
ROHC	28	Rhododendron 'English Roseum' / English Roseum Rhododendron		18" min. ht.	B&B or min. 3 gallon cont.	dense, full plants
SPIL	20	Spiraea japonica 'Little Princess' / Little Princess Spirea			B&B or cont.	15"-18" spd. dense, full plants. 24" O.C. spacing

Revised 12-2-2020

0 10' 20' 40' 60'
SCALE: 1" = 20'

NORTH

1293 Hendersonville Road
Suite 21
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828-277-7410
Fax: 828-277-7413

DESIGN ASSOCIATES
LANDSCAPE ARCHITECTS & LAND PLANNERS

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Fleming Medical Office

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Landscape Plan

REVISIONS:
10/5/20 REVISED

L1
10-19-2020

Appendix J

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 12/23/2020

Presenter: Joseph Knight

Title of Item: "Proposal for partnership between City of Hendersonville and Hands On!

Nature of Item: Council Action

Council Meeting Date: 1/7/2021

Summary of Information/Request:

Item # 9A

Joseph Knight, Executive Director of Hands On!, will make a presentation regarding a partnership between the City of Hendersonville and Hands On! to create the People's Museum of Henderson County in the west gallery of Hands On! as well as a permanent home for the Walk of Fame, also in the west gallery.

Budget Impact: $ TBD Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move that the City Council direct the City Manager and City Attorney to develop a partnership agreement with Hands On! Children's Museum to establish the People's Museum - A Cultural History of Henderson County and a permanent home for The Walk of Fame."

Attachments:

Partnership Proposal

Agenda

THE PEOPLE'S MUSEUM and WALK OF FAME

A Cultural History of Henderson County

The People's Museum & Walk of Fame (a new division of Hands On! Children's Museum) exists to preserve, promote, and display the unique culture of the people of Hendersonville and Henderson County. The museum celebrates the diversity of all ethnic groups and preserves the legacy of local trailblazers who make our community a unique place to live, work, and play.

The People's Museum and Walk of Fame:

1. Fosters a safe and educational learning environment that celebrates the ethnic diversity of the people of Hendersonville and Henderson County, in particular the African-American experience.

2. Empowers the people of Hendersonville and Henderson County to discover how their histories, culture, and values have shaped their community into the beautiful gem it is today.

3. Preserves the unique ethnic history and legacies of local trailblazers throughout Hendersonville and Henderson County in perpetuity.

4. Helps children and adults of all ages attain a better understanding of themselves and their world through vivid and interactive exhibitions.

The People's Museum & Walk of Fame is a public institution that is open to all, where anyone is welcome to learn more about the people of Hendersonville and Henderson County.
There is will be no admission charge to visit this cultural resource.

Agenda

Hands On! Children's Museum Proposal:
THE PEOPLE'S MUSEUM and WALK OF FAME
A CULTURAL HISTORY OF HENDERSON COUNTY

	Unit 1 Lease Expense	

	Unit 1 Lease Expense Museum Leases from Love in North Carolina, LLC					
1 Rent	$78,000	$78,000	$78,000	$78,000	$78,000	),000

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 1/23/2020

Presenter: Council Member Hensley / John Connet

Title of Item: Hendo Half-Marathon

Nature of Item: Discussion/Staff Direction

Council Meeting Date: January 7, 2021

Summary of Information/Request:

Item # 9B

Council Member Hensley has proposed the idea of Hendersonville and Laurel Park jointly sponsoring a half-marathon that starts at Jump Off Rock and ends on Main Street. The proposed date for the event is May 8, 2021. City staff has discussed the event with the special events committee and Laurel Park Town Manager. iDaph Events would be coordinating/managing the event. However, City staff (HPD/HFD) would be needed on the day of the event to help with traffic control and safety. If the City is an event sponsor, city service would be provide at no cost to the event. The final details are still to be finalized, but prior to proceeding staff wanted direction from the City Council.

Budget Impact: $ TBD Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

NA

Attachments:

NA

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 12/23/2020

Presenter: Hendersonville Kiwanis Club

Title of Item: Hendersonville Kiwanis 100th Anniversary Legacy Project Presentation

Nature of Item: Discussion/Staff Direction

Council Meeting Date: 1/7/2020

Summary of Information/Request:

Item # 9C

Members of the Hendersonville Kiwanis Club will make a presentation regarding their 100th Anniversary Legacy Project. Following the presentation, City staff will request direction from the City Council regarding utilizing City staff to install the project at some future date.

Suggested Motion(s):

NA

Agenda

Budget Impact: $ TBD Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Project Number:

N/A

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

Project Presentation

Agenda

Kiwanis Club of Hendersonville
Legacy Project - Splash Pad
Partnership with the City of Hendersonville

Brief History of the Kiwanis Club of Hendersonville
The Kiwanis Club of Hendersonville was organized on March 24, 1921. For nearly 100 years, the Kiwanis Club of Hendersonville has been a force in supporting the children and youth of Henderson County through services for the needy, building future leaders through scholarships and by providing support to organizations that conduct programs promoting youth development. Their more than 100 members are dedicated to "improving the community one child at a time."

The Kiwanis Club of Hendersonville is especially known for its Annual Apple Festival Pancake Breakfast, the Shoes and Socks program, which provides shoes and socks to underprivileged children from preschool through high school and their many youth leadership clubs throughout the Henderson County Public Schools.

Legacy Project Overview
In honor of the 100th anniversary of the Kiwanis Club of Hendersonville, the club's Board of Directors voted to pursue a legacy project to honor the club's history in Hendersonville. Seeing the need in the community, the club decided to raise funds for a community splash pad. Working with a Kiwanis International partner - Play Structures - the club selected the Aquatix AquaSmart Package C that can be seen on the following pages of this document. This splash pad pairs imaginative hands-on water play activities with a range of splashy sprays to create fun for all ages and play abilities.

Aquatix uses a proprietary technology called HydroLogix, which eliminates the need for costly electrical installation and operates with just a push of the button. Not only does this save space, but it also works without a large mechanical room. This option is a low-flow, low-water approach that greatly reduces water consumption while still providing plenty of opportunities for play.

Partnership Proposal
The Kiwanis Club of Hendersonville proposes the club will raise the funds through the club members and community to build out the splash pad and in return the City of Hendersonville will provide a location at one of the City's parks and the staff to build & install the splash pad.

Upon completion of the project, the Kiwanis Club of Hendersonville will assist yearly with landscaping. The overall maintenance and operation of the splash pad will be turned over to the City of Hendersonville. In the future, if the Kiwanis Club of Hendersonville would like to add any amenities to the property, they would be responsible for raising the necessary funds.

Proposed Project Budget
Splash Pad Components - $53,050
Construction Materials - $36,950
Additional Contingency - $10,000
Total Project Goal - $100,000

Agenda

Agenda

Agenda

Agenda

Agenda

Agenda

AquaSmart™ Package C

Pair imaginative hands-on water play activities with a range of splashy sprays to create fun for all ages.

- Designed for low-flow, low-water consumption
- Package flow rate 60 GPM

- Total area 1,889 sq. ft. (175,49 sq. m.)
- Wet area 1,277 sq. ft. (118,64 sq. m.)

- Package consists of:
  - 1 HydroLogix™ System
  - 1 LeafCrown
  - 1 AquaGather Station
  - 1 TotPack Ladybug
  - 1 TotPack Turtle
  - 1 Center Pillar Rings
  - 2 Stream Jets
  - 2 Triple Arch Jets

- Choose from applicable Aquatix® colors

- **Package Price $53,050**

Agenda

AquaSmart Package C

Wet Area: 1,277 SQ. FT.

Total Area: 1,889 SQ. FT.

Agenda

Total Package Flow Rate 60 GPM
Estimated 5 hours Daily Use= 18,000
540,000 Gallon Monthly Usage
Capacity 51 Patrons

AquaSmart™ Package C

HydroLogix™

The activator is a non-electrical water delivery system. System to consist of activation bollard, distribution manifold and collection drain housed in a stainless steel body. All internal components and mechanisms to be either stainless steel or brass. Ideal water pressure for this system is 30psi-40psi which will deliver 60gpm. The unit will have (6) 1" discharges that have gate valves for balancing flows to water events. Activation duration to be adjustable up to 90 seconds.

LeafCrown

Tropical fun no matter where you're at. A continual stream of water runs from each of the three funnel shaped leaves, all while casting a beautiful shadow. This is a unique and elegant structure that provides a constant place of relaxation.

TotPack Turtle

The six arch jets on our water-loving turtle will engage tots in joyful water play. A single form is theme painted to make multiple critters just for our littlest splashers.

AquaGather Station

Start building your own imaginative water play area with this interactive water table. The central bubbler pushes water up to form a pool that overflows onto components below. Water can be controlled from each corner, giving kids complete power over the water flow. This unique hexagon-shaped play area makes room for kids of all abilities to socialize and discover the many possibilities of cause and effect in cooperative water play.

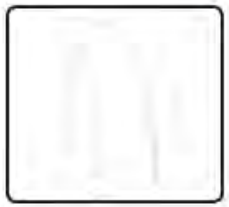
Center Pillar Ring

The Center Pillar Ring is a ground spray element that emits twelve (12) vertical streams of water from a 3ft diameter ring. In the center is a single stream jet spraying 5ft upwards. Users work together to plug the outer jets with hands and feet, resulting in the center jet spraying higher. The Center Pillar Ring is designed for wet deck applications with no standing water.

TotPack Ladybug

Ladybug This friendly ladybug welcomes kids with age-appropriate water play. Six arch jets provide a great way to cool off on a warm day. A single form is theme painted to make multiple critters just for our littlest splashers.

Triple Arch Jet



The Triple Arch Jet is a ground spray element that emits three (3) arching solid streams of water approximately four (4) feet in height. The Triple Arch Jet is designed for wet deck applications with no standing water.

AquaSmart™ Package C

Agenda

Stream Jet

The Stream Jet is a ground spray element that emits a single stream of water upward. The Stream Jet is designed for wet deck applications with no standing water.

Underground Plumbing Package

A pre-engineered plumbing system that consists of HPDE tubing, brass fittings and stainless steel crimp connectors. Package to include tube hold in place stakes and adjustable embed mounting stakes.

On/Off TImer System

To consist of a 2" brass solenoid valve and on / off timer with programmable hours of operation.

- The proposed splash pad design is perfect to fit adjacent to playgrounds or in smaller pocket parks, day care facilities, doggy parks, or locations where electrical service would be difficult and costly to provide
- Design has been pre-engineered with full construction documentation so that the project is ready for permitting immediately
- Splash pad installation is easy and a perfect project for a community build
- Systems have been engineered to be easy to understand and install
- Eliminates long term electrical component failures due to wet environment
- The activator system combines activation device, distribution manifold, drain and enclosure into one simple package that is quicker and easier to install
- Durable stainless steel construction for long term durability, vandal resistance and corrosion resistance.
- Product included will have a 4 - 6 week ship date from receipt of purchase order.
- Design is for low flow, low water consumption. Uses less water than standard domestic systems.
- Complete installation estimate with detailed material take off is available
- PE stamp, civil drawings, and permitting by others

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 12/30/2020

Presenter: Bill Hollingsed

Title of Item: Introduction of New Gun Safety Program

Nature of Item: Presentation Only

Council Meeting Date: 01/07/2020

Summary of Information/Request:

Item # 9D

Upon request from Council Member Hensley, Hendersonville Police Department has developed a new gun safety program. Interim Chief Hollingsed will present the new program to the City Council.

Budget Impact: $ 0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

NA

Attachments:

None

Agenda

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Jamie Carpenter, Downtown Manager

Department: Community Development

Date Submitted: 12/23/2020

Presenter: Jamie Carpenter

Title of Item: Presentation on Expanded Outdoor Dining Structures - Pilot Project

Nature of Item: Discussion/Staff Direction

Council Meeting Date: 1/7/2021

Summary of Information/Request:

Item # 9E

As a result of the temporary outdoor dining expansions during Covid-19, several businesses have expressed an interest in investing in a semi-permanent outdoor dining structure. Downtown staff has worked with Oklawaha Brewing and Hannah Flanagans to determine feasibility and would like to pursue allowing these businesses to serve as pilot projects for expanded outdoor dining structures. The businesses will be making a financial investment in this project, but will work with city staff to create a structure that fits within parameters for public works and safety as well as a design aesthetic that fits within the historic downtown context.

Following the 6-month pilot project period, Downtown staff and the Downtown Advisory Committee will report on recommended policies based on the lessons learned and results from the pilot projects.

Suggested Motion(s):

I move that City Council approve the resolution to pilot expanded outdoor dining projects in the Downtown District as presented.

Agenda

Budget Impact: $ 0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Project Number:

N/A

Petition Number:

N/A

Additional Petition Number:

Petitioner Name:

N/A

Attachments:

Presentation

Agenda

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO PILOT EXPANDED OUTDOOR DINING PROJECTS IN THE DOWNTOWN DISTRICT

WHEREAS, in May, 2020, the City Council of the City of Hendersonville granted authority to the City Manager to allow expanded outdoor dining related to the Covid-19 pandemic; and;

WHEREAS, Oklawaha Brewing Company and Hannah Flanagans Irish Pub requested additional space to expand into loading zones and parking spaces to allow additional seating capacity; and

WHEREAS, Oklawaha Brewing Company and Hannah Flanagans Irish Pub have expressed interest in making a financial investment to build semi-permanent structures for outdoor dining; and

WHEREAS, The Downtown Division of the City of Hendersonville partnered with UNC Greensboro Main Street Architecture Fellows to develop design renderings for an expanded dining structure at Oklawaha Brewing Company; and

WHEREAS, The Downtown Advisory Committee would like to promote creative use of outdoor dining space to benefit the downtown atmosphere;

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

1. The Downtown Division of the City of Hendersonville may develop a pilot outdoor dining project with Oklawaha Brewing Company and Hannah Flanagan's Irish Pub to build semi-permanent outdoor dining structures
2. Oklawaha Brewing Company and Hannah Flanagan's Irish Pub shall be responsible for the financing and maintenance of the outdoor dining structures
3. The structures shall be subject to approval regarding stormwater drainage, traffic flow, fire safety, appearance, materials, building inspection, and any other parameters as determined by staff
4. The structures shall be subject to the Sidewalk Dining ordinance
5. The pilot project shall be reviewed and presented within 6 months from the date herein, and no other projects of this nature shall be approved until the pilot period is complete
6. The Downtown Advisory Committee shall recommend policies on expanded outdoor dining structures upon review of the pilot projects granted.

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

_____

Angela L. Reece, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: John Connet

Department: Admin

Date Submitted: 12/23/2020

Presenter: John Connet

Title of Item: Request to purchase 622 Pace Street

Nature of Item: Council Action

Council Meeting Date: 1/7/2020

Summary of Information/Request:

Item # 9F

City staff is requesting permission to purchase the property located at 622 Pace Street for $100,000. The property has recently been the site for multiple drug overdoses and other illegal activities. If the City purchases the property, we can eliminate the illegal activities and resolve a drainage issue between the new police headquarters and this property. The tax value for the property is approximately $80,000. The current property owners (4 heirs of Marion Jones) are willing to sell the property for $100,000. This price is consistent with other property the City has purchased in this area. The property could be later sold for the construction of a new home or utilized by City for parking.

Suggested Motion(s):

I move that the City Council approve the attached Resolution to Authorize the City Manager to Enter Into A Contract for the Purchase of 622 East Pace Street Property for $100,000.

Agenda

Budget Impact: $ 100,000 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

A budget amendment has been prepared to cover the cost of this purchase.

Project Number:

N/A

Petition Number:

N/A

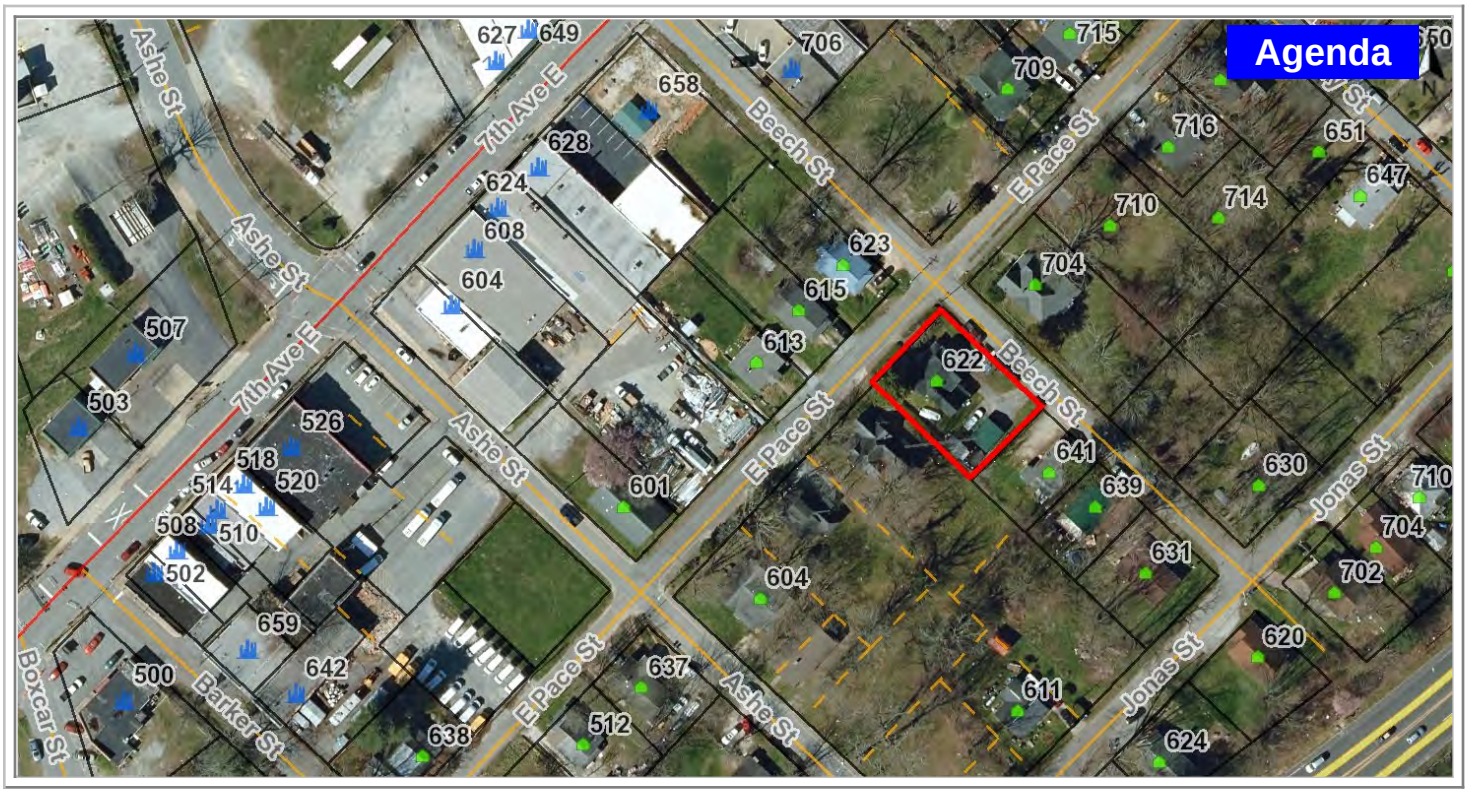
Additional Petition Number:

Petitioner Name:

N/A

Attachments:

Property Tax Report
Resolution



WARNING: THIS IS NOT A SURVEY

Parcel Information

REID:	9905547	**Pin:**	9568997909
Listed to:	JONES, MARION JR HEIRS;JONES, MARY T	**Neighborhood:**	7TH AVENUE RESIDENTIAL
Mailing Address:	622 E PACE ST	**Township:**	Hendersonville
Mailing City, State, Zip:	HENDERSONVILLE, NC 28792	**Municipality:**	HENDERSONVILLE
Physical Address:	622 E PACE ST	**Tax District:**	HENDERSONVILLE CITY
Deed:	0019CT/00296	**Plat:**	Not Available
Date Recorded:	2019-03-18 10:00:00.0	**Elementary School District:**	BRUCE DRYSDALE
Revenue Stamps:	0	**Middle School District:**	HENDERSONVILLE MIDDLE
County Zoning:	Cities	**High School District:**	HENDERSONVILLE HIGH
Property Description:	PACE ST 1 LOT	**Soil:**	Hayesville loam, 7 to 15 percent slopes
Map Sheet:	9568.08	**Voting Precinct:**	Hendersonville 2
Assessed Acreage:	0.19000000	**Commissioner District**	2
Building Value:	$69,000.00	**Agricultural District**	None Found
Land Value:	$10,800.00	**North Carolina House District**	117
Value To Be Billed:	$79,800.00	**U.S. House District**	11
North Carolina Senate District	48	**Flood Zone:**	Zone X, Not Shaded (Areas outside of the floodplain)

Henderson County
Geographic Information Systems (GIS)
200 North Grove Street
Hendersonville, NC 28792
P: (828) 698-5124
F: (828) 698-5122

THIS IS NOT A SURVEY.

All information or data provided, whether subscribed, purchased or otherwise distributed, whether in hard copy or digital media, shall be at the userâ€™s own risk. Henderson County makes no warranties or guarantees, including the warranties of merchantability or of fitness for a particular purpose. Map data is not appropriate for, and is not to be used as, a geodetic, legal, or engineering base system. The data is not intended as a substitute for surveyed locations such as can be determined by a registered Public Land Surveyor, and does not meet the minimum accuracy standards of a Land Information System/Geographic Information System Survey in North Carolina (21 NCAC 56.1608).

Agenda

RESOLUTION AUTHROIZING CITY MANAGER TO ENTER TO CONTRACT FOR THE PURCHASE OF 622 EAST PACE STREET PROPERTY

WHEREAS, the City of Hendersonville has received an offer to sell to the City certain property described as that +/- 0.19 acre tract, having a tax parcel ID of 9568997909, and an address of 622 East Pace Street, Hendersonville, NC 28792 (the "Property"); and

WHEREAS, acquisition of the Property would enable the City to address a drainage issue related to the new Hendersonville Police Headquarters, would end the repeated use of the Property for criminal purposes, and would allow the property to be put to a public purpose by the City; and

WHEREAS, the City Council wishes to authorize the City Manager to acquire the Property on behalf of and in the name of the City for the price of $100,000.00, upon such terms and conditions as are acceptable to the City Manager, after consultation with the City Attorney;

THEREFORE, the Hendersonville City Council resolves that:

1. The City Manager is authorized to negotiate and execute a purchase agreement for the Property, for the price of $100,000.00 upon such terms and conditions as are acceptable to the City Manager in consultation with the City Attorney, including depositing a portion of the purchase price as an earnest money deposit.
2. The City Manager, City Clerk, City Attorney and City staff are further authorized to take such actions as are necessary to effectuate the purchase of the Property, including closing on the purchase and acceptance of a deed in the name of and on behalf of the City.

Adopted this _____ day of _____ 2021.

ATTEST:

_____ _____

Angela L. Reece, City Clerk Barbara G. Volk, Mayor

Approve as to Form:

_____

Angela Beeker, City Attorney

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Agenda

Submitted By: Angela Reece

Department: Admin

Date Submitted: 12/23/2020

Presenter: John Connet, City Manager

Title of Item: Boards and Commissions Appointments

Nature of Item: Council Action

Council Meeting Date: 1/07/2021

Summary of Information/Request:

Item # 10 A-I

The City Clerk has prepared information outlining vacancies for each Board, Commission, and Committee to include applications for consideration of appointment or re-appointment.

A. Board of Adjustment
B. Downtown Mainstreet Advisory Committee
C. Historic Preservation Commission
D. Planning Board
E. Seventh Avenue Advisory Committee
F. Tree Board
G. Walk of Fame Steering Committee
H. Water/Sewer Advisory Council
I. FBRMPO TCC

Budget Impact: $ 0 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

Motions are outlined in the Council Information Sheet

Attachments:

Information Sheet & Applications to be provided to City Council.

CITY COUNCIL:
BARBARA G. VOLK
Mayor
JERRY A. SMITH, JR
Mayor Pro Tem
JEFF MILLER
DR. JENNIFER HENSLEY
LYNDSEY SIMPSON

CITY OF HENDERSONVILLE

The City of Four Seasons

Agenda

ERS:
JOHN F. CONNET
City Manager
ANGELA S. BEEKER
City Attorney
ANGELA REECE
City Clerk

To: The Honorable Mayor and Members of the City Council
From: Angela Reece, City Clerk
Subject: Board and Commission Appointments
Date: December 23, 2020

Appointments to Boards/Commissions Committees

A. Board of Adjustment - (1 vacancy/ City Appointed/ unexpired term ending June 30, 2023)
(*2 vacancies *County Appointed* ETJ)

Members serve 3-year terms as set out in the Zoning Ordinance, unspecified length.
Vacant Term - Bob Ward resigned 11/13/2020
1 City applicant:

1. Karen Livingston (New applicant)

County Applicants: Staff are actively working to recruit membership in the ETJ

** **County Appointment** -Vacant
** **County Appointment** -Alternate Seat
The County has received interest from Candi Guffey and Stephen Mace.

B. Downtown Mainstreet Advisory Committee
(2 vacancies/ unexpired terms ending June 30, 2021)
(1 vacancy/ unexpired term ending June 30, 2023)-Member at Large

Members serve 2-year terms (limited to serving 2 consecutive terms)
Vacant Term - Janna Watson resigned 9/2020
Vacant Term - Merit Wolff resigned 9/2020
Vacant Term – Remains Unfilled – **Member At Large**
2 Applicants:

1. Patsy DuPre – Stakeholder - Resident
2. Mark Pavao- Stakeholder – Business

C. Historic Preservation Commission - (3 vacancies/ 3-yr terms expiring December 2023)

Term limits (3 years, reappointment at pleasure of City Council) Must reside in City or own real property in City.

4 Applicants:

1. Phillip Allen (Initial appointment 2010, requesting to be re-appointed)
2. Chris Barron (Initial appointment 2018, requesting to be re-appointed)
3. Phillip Ellis (Initial appointment 2016, requesting to be re-appointed)
4. Samuel Hayes (New applicant)

D. Planning Board - (2 vacancies/ City Appointed / 3-yr terms expiring December 31, 2023)
(*1 vacancy *County Appointed* ETJ term VACANT unexpired December 31, 2019)

Members serve 3-year terms, unspecified length.

6 City Applicants:

1. Jon Blatt (Initial appointment 1990, requesting to be re-appointed)
2. Michael Balin (New applicant)
3. Bob Johnson (New applicant)
4. Frederick Nace (New applicant)
5. Tamara Peacock (New applicant)
6. Peter Zimring (New applicant)

County Applicants: Staff are actively working to recruit membership in the ETJ
** **County Appointment ETJ** *Expired in 2019 (James Thorndike resigned 11/19/2019 and the term has not been filled) New term will end 2023 and is unfilled.
(The County reappointed **Steven Orr** to a three-year term expiring on 12/31/2023.)
The County has received interest from Candi Guffey and Stephen Mace.

E. Seventh Avenue Advisory Committee? - (3 At-Large vacancies 2-yr terms expiring December 2022)
Members serve 2-year terms (limited to serving 2 consecutive terms)

1 Applicant:
1. Becky Ayers (Initial appointment 2017, requesting to be re-appointed **At-Large**)

F. Tree Board - (3 vacancies/ 3-yr terms expiring December 2023)
Members serve 3-year terms by City Ordinance Sec. 46-147, unspecified length.
4 Applicants:
1. Mac Brackett (Initial appointment 1998, requesting to be re-appointed)
2. Andreas Crawford (New applicant)
3. Debbie Roundtree (Initial appointment 2019, requesting to be re-appointed)
4. Glenn Lange (New applicant)

G. Walk of Fame Steering Committee –
(1 vacancy/ City Appointed/ 3-yr term expiring December 2023)
Members serve 3-year terms, unspecified length.
1 City Applicant:
1. Joelyn Baker (New applicant)

H. Water Sewer Advisory Council - (1 vacancy/ City Appointed / un-expiring term)

(*1 vacancy *County Appointed* W/S Customer un-expiring term)

Members serve unspecified terms.

1 City applicant:

1. Chuck McGrady (New applicant)

County Applicants: Staff are actively working to recruit membership in the ETJ

2. **** County Appointment** -Vacant Henderson Co WS Customer

I. FBRMPO TCC Appointment - (Staff Appointment- Un-expiring Term)

1. Matthew Manley, Planning Manager

OTHER VACANCY INFORMATION

Environmental Services Advisory Board – Reid Barwick resigned on 12/17 leaving a vacancy that expires on June 30, 2021. The vacancy must be filled by a City resident. You have not received any city applications.

June vacancies will continue to be solicited and will be advertised in the spring to present to City Council at their May meeting for consideration.

Angela L. Reece

Angela L. Reece, MPA, CMC, NCCMC
City Clerk, City of Hendersonville