

AGENDA

CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

MAY 1, 2014 – 5:45 P.M.

Council Chambers – City Hall

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Public Comment Time:** *Up to 15 minutes is reserved for comments from the public for items not listed on the agenda*
4. **Consideration of Agenda**
5. **Consideration of Consent Agenda:** *These items are considered routine, noncontroversial in nature and are considered and approved by a single motion and vote.*
 - A. **Consideration of Minutes:**
 - i. April 3, Regular Meeting
 - ii. April 4, 2014 Special Meeting
 - B. **Consideration of Budget Amendments**
 - C. **Consideration of an Ordinance Directing the Demolition of Property Located at 128 S. Whitted Street**
6. **Presentation of Historic Preservation Awards**
Presenter: Mayor Barbara Volk, Planning Director Sue Anderson
7. **Consideration of Approval of the Purchase of a .92-Acre Site at 747 Sixth Avenue West for the construction of a New Health Sciences Facility**
Presenter: City Manager John Connet and City Attorney Sam Fritschner
8. **Consideration of a Request by the Housing Assistance Corporation for the Waiver of System Development Charges for the Rosebay Apartments Project Located on Pisgah Drive**
Presenter: Utilities Director Lee Smith
9. **Comments from Mayor and City Council Members**

10. Reports from Staff

a. Update on New Parking Way-Finding Signs

Presenter: City Manager John Connet, Public Works Director Tom Wooten

b. Update on Seventh Avenue/Green Meadows Spring Cleanup

Presenter: City Manager John Connet, Public Works Director Tom Wooten, Zoning Administrator Susan Frady

c. Budget Workshop Reminder: Friday, May 16, 2014 , 9:00 a.m., City Hall

Presenter: City Manager John Connet

d. Reminder of June Regular Meeting Change: Tuesday, June 3, 2014

Presenter: City Manager John Connet

e. Announcement of Town Hall Day, June 4, 2014, Raleigh, NC

Presenter: City Manager John Connet

11. Consideration of Appointments to Boards and Commissions

Presenter: City Clerk Tammie Drake

a. Appointments to Boards and Commissions

b. Announcement of Vacancies and Upcoming Appointments

12. New Business

13. Staff Request for Closed Session

14. Adjournment





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Lisa White

Department: Finance

Date Submitted: 4/21/14

Presenter: Lisa White

Date of Council Meeting to consider this item: 05/01/14

Nature of Item: Council Action

Summary of Information/Request:

Item # 05b

A Budget Amendment is needed to transfer budget funds from the General Fund Contingency account to various accounts - see Budget Amendment Attached.

Budget Impact: \$37,372.00 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

Transfer from Contingency Account

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move that Council approve the budget amendment transferring \$37,372.00 from the Contingency account to the Accounts as detailed on the attached Budget Amendment form.

Attachments:

Budget Amendment

BUDGET AMENDMENT

**Return to
Agenda**

FUND: GENERAL FUND

ACCOUNT NUMBER		DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
ORG	OBJECT			
104110	569000	CONTRACTED SERVICES- GOV BODY	\$ 12,872.00	
109619	519000	PROFESSIONAL SERVICES - NON DEPT	\$ 7,500.00	
109619	519000	PROFESSIONAL SERVICES - NON DEPT	\$ 7,000.00	
109619	518900	EMPLOYEE DEATH BENEFIT - NON DEPT	\$ 5,000.00	
104120	558000	CAPITAL OUTLAY BUILDINGS	\$ 5,000.00	
109910	599100	CONTINGENCIES		\$ 37,372.00
		TOTALS IN BALANCE	\$ 37,372.00	\$ 37,372.00

Transfer Budget from Contingency for the following reasons: (1) to Governing Body Department to provide for primary election which had not been budgeted for. (2) to Professional Services-Non Dept to provide for Customer Service Prof Services (3) To Professional Services to cover overbudget in account caused by City Manager moving expenses which had not been budgeted (3) to Employee Death Benefit Non-Dept - \$5,000 is paid upon the death of an employee, this year 3 payments have been made but only \$10,000 had been budgeted. (4) to Capital Outlay to provide budget for earnest money paid on purchase of property for Windgate

	ORIGINAL BUDGET	Amendment Amount: Increase or (Decrease)	AMENDED BUDGET
CONTINGENCIES ACCOUNT	\$ 150,000.00	(\$37,372.00)	\$ 112,628.00
TOTAL CHANGE		<u>(\$37,372.00)</u>	

FINANCE DIRECTOR

Date: 5/1/2014

CITY MANAGER

Date: 5/1/2014

APPROVED BY CITY COUNCIL:

DATE:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Susan G. Frady

Department: Zoning

Date Submitted: 4/21/14

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 5/1/14

Nature of Item: Council Action

Summary of Information/Request:

Item # 05c

Ordinance directing Code Enforcement Official to demolish the structure at 128 S. Whitted Street. The cost of the removal or demolition shall be a lien on the premises.

Budget Impact: \$9,000.00 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move Council approved the demolition ordinance as written for the demolition of the structure at 128 S. Whitted Street.

Attachments:

Ordinance

Ordinance #14-0550

ORDINANCE DIRECTING CODE ENFORCEMENT OFFICIAL TO DEMOLISH

Whereas, pursuant to Section 12-31 of the Code of Ordinances of the City of Hendersonville (hereinafter called the “Code”), the Code Enforcement Official of the City of Hendersonville (hereinafter called the “Code Enforcement Official”) has requested the City Council of the City of Hendersonville (hereinafter called “Council”) to adopt an Ordinance requiring the owner to repair or demolish certain structures on certain premises as outlined in Section 12-31 of the Code; and

Whereas, the Council hereby finds that the owners and parties in interest in the premises, commonly known as 128 S. Whitted Street, Hendersonville, North Carolina, which premises are described in that certain deed recorded 3/29/1922, in the Henderson County Registry in Deed Book 155, Page 137, to which reference is hereby made are as follows:

Robert Creasman Estate
10415 Mackenzie Drive
Houston, TX 77086

Whereas, the Council hereby finds that the premises appears to be vacant, appears to be in such dilapidated condition as to cause or contribute to blight, vagrancy and appears to be a safety hazard and is a imminent danger to life or other property; and

Whereas, the Council hereby finds that there has been compliance with all applicable provisions of Section 12-31 of the Code relative to the adoption of this resolution; and

Whereas, the owner of the premises, after having been given a reasonable opportunity to do so, has failed and refused to comply with a lawful order of the Code Enforcement Official to repair or demolish the structure located on the premises within the time therein prescribed;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL THAT:

Section 1. The Code Enforcement Official shall cause the structure on the premises commonly known as 128 S. Whitted Street, Hendersonville, North Carolina, and described in the aforesaid deed to be vacated, closed, and removed or demolished.

Section 2. The cost of the removal or demolition shall be a lien on the premises to be collected pursuant to Article 10 of Chapter 160A of the North Carolina General Statutes.

Section 3. A copy of this Ordinance, certified as a true copy by the City Clerk, shall be recorded in the Henderson County Registry and the Register of Deeds shall index the name of the owner in the "Grantor Index" pursuant to North Carolina General Statutes 160A-443(5).

Section 4. This Ordinance shall become effective upon its adoption.

Adopted this first day of May 2014.

Barbara G. Volk, Mayor

ATTEST:

Tammie K. Drake, MMC, City Clerk

Samuel H. Fritschner, City Attorney

P:\14-05-01 Council Meeting\Tammie\DEMOLITION ORDINANCE 128S.Whitted.doc

I, Tammie K. Drake, City Clerk of the City of Hendersonville, North Carolina, being first duly sworn, do hereby certify the attached is a true and correct copy of Ordinance #14-0550 adopted by the City of Hendersonville City Council at their regular meeting held May 1, 2014.

In witness whereof, I have hereunto set my hand and affixed the official Seal of the City of Hendersonville, North Carolina, this first day of May, 2014.

Tammie K. Drake, MMC, City Clerk

(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

I, Amy H. Knight, 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; Tammie K. Drake, in her capacity of City Clerk; and Samuel H. Fritschner, in his 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 May, 2014.

Amy H. Knight

My commission expires: 09-23-14



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Sue Anderson, Planning Director

Department: Planning

Date Submitted: April 22, 2014

Presenter: Sue Anderson

Date of Council Meeting to consider this item: May 1, 2014

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 06

In 2010, the Historic Preservation Commission's Community Affairs Committee put together an awards program to recognize projects that exemplify preservation of historic buildings, resources and individual efforts. These awards are to recognize property owners, organizations, businesses and agencies whose contributions demonstrate outstanding commitment to excellence in historic preservation, local history or promotion of the City's heritage. Upon being chosen, the recipients are recognized by the City Council and the local press and will receive \$100 each.

In 2013, two properties in the West Historic District received Preservation Awards.

In 2014, four applications were received for Preservation Awards. The Historic Preservation Commission reviewed these applications at their March 19th meeting and voted unanimously to give the following awards:

Preservation Advocate – Jennie Jones Giles

Residential – Steve and Donna Caraker, 524 Third Avenue West

Residential – Hunter and Suzanne Hale, 322 Killarney Street

A presentation highlighting Jennie Jones Giles' accomplishments and the work completed on the two properties will be shown at the City Council meeting.

Budget Impact: \$ 300.00 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

No action necessary.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: John Connet

Department: Administration

Date Submitted: 4/23/14

Presenter: John Connet

Date of Council Meeting to consider this item: 5/1/14

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

The City Council needs to formally take action to approve the purchase of the .92 Acre Site at 747 6th Avenue West for the construction of the new Health Sciences Facility. Per our agreement, the City of Hendersonville will purchase the property and remove the structures in preparation for the construction of the facility. It is my intent to have all structures removed and the property turned over to Henderson County by early September. The Fire and Zoning Departments are assisting us with the removal of the structures.

Budget Impact: \$650,000 Is this expenditure approved in the current fiscal year budget? No If no, describe how it will be funded.

The money will be appropriated from General Fund reserves as part of the FY 2014-15 Budget.

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move Council to approve the purchase of the .92-acre property at 747 6th Avenue West, Hendersonville, NC for a health care campus at that location.

Attachments:

Offer to purchase contract

NAF Beverly-Hanks



AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between Lisa White, or assigned.

Handwritten initials and date: BWS 1/31/14, E.M.

a(n) individual, or assigned. ("Buyer"), and (Individual or State of formation and type of entity)

Handwritten: Estate of Mary Louisa McCall

a(n) individual ("Seller"). (Individual or State of formation and type of entity)

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section I. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 747 6th Ave. West, Hendersonville, NC 28739

Plat Reference: Lot(s) 747 6th Ave. W., Block or Section PIN#9568489260, as shown on Plat Book or Slide 261 at Page(s) 252, Henderson County, consisting of .92 acres.

[] If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference.

(For information purposes: (i) the tax parcel number of the Property is: 1009121; and, (ii) some or all of the Property, consisting of approximately .92 acres, is described in Deed Book 261, Page No. 252, Henderson County, NC County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, identified on Exhibit A.

Handwritten initials: E.M., BWS 1/31/14

(b) "Purchase Price" shall mean the sum of Six Hundred Thousand Dollars, payable on the following terms:

Handwritten: and fifty E.M. BWS 1/31/14

(i) "Earnest Money" shall mean Five Thousand Dollars or terms as follows:

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with B. Woodley/Beverly Hanks Commercial (name of person/entity with whom deposited), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.



North Carolina Association of REALTORS®, Inc.

Buyer Initials [Handwritten] Seller Initials [Handwritten]

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**Return to
Agenda**

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:
None additional.

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all information relating to the Property in possession of or available to Seller, including but not limited to title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Section 5. Evidence of Title: Seller agrees to convey fee simple marketable and insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (if applicable) and (c) matters of record existing at the Contract Date that are not objected to by Buyer prior to the end of the Examination Period ("Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on Exhibit A) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Buyer must be able to obtain a firm commitment for this loan on or before N/A, Cash paid by buyer at, effective through the date of Closing. Buyer agrees to use its best efforts to secure such commitment and to advise Seller immediately upon receipt of lender's decision. On or before the above date, Buyer has the right to terminate this Agreement for failure to obtain the loan referenced in Section 1(b)(ii) by delivering to Seller written notice of termination by the above date, *this being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Notwithstanding the foregoing, after the above date, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Financing:** If Buyer is to assume any indebtedness in connection with payment of the Purchase Price, Buyer agrees to use its best efforts to qualify for the assumption. Should Buyer fail to qualify, Buyer shall notify Seller in writing immediately upon lender's decision, whereupon this Agreement shall terminate, and Buyer shall receive a return of Earnest Money.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple marketable and insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

Buyer Initials DL Seller Initials E.M.
Page 4 of 8

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**Return to
Agenda**

(c) ~~Inspections~~ Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, performing soil boring and other testing, conducting timber cruises, and surveying the Property. Buyer shall conduct all such on-site inspections, examinations, soil boring and other testing, timber cruises and surveying of the Property in a good and workmanlike manner, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours any tenant's business is open to the public and shall give prior notice to any tenants of any entry onto any tenant's portion of the Property for the purpose of conducting inspections. Upon Seller's request, Buyer shall provide to Seller evidence of general liability insurance. Buyer shall also have a right to review and inspect all contracts or other agreements affecting or related directly to the Property and shall be entitled to review such books and records of Seller that relate directly to the operation and maintenance of the Property, provided, however, that Buyer shall not disclose any information regarding this Property (or any tenant therein) unless required by law and the same shall be regarded as confidential, to any person, except to its attorneys, accountants, lenders and other professional advisors, in which case Buyer shall obtain their agreement to maintain such confidentiality. Buyer assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Section 6(e) and agrees to indemnify and hold Seller harmless from any damages resulting therefrom. This indemnification obligation of Buyer shall survive the Closing or earlier termination of this Agreement. Buyer shall, at Buyer's expense, promptly repair any damage to the Property caused by Buyer's entry and on-site inspections. Except as provided in Section 6(c) above, Buyer shall have from the Contract Date through the end of the Examination Period to perform the above inspections, examinations and testing. **IF BUYER CHOOSES NOT TO PURCHASE THE PROPERTY, FOR ANY REASON OR NO REASON, AND PROVIDES WRITTEN NOTICE TO SELLER THEREOF PRIOR TO THE EXPIRATION OF THE EXAMINATION PERIOD, THEN THIS AGREEMENT SHALL TERMINATE, AND BUYER SHALL RECEIVE A RETURN OF THE EARNEST MONEY.**

Section 7. Leases (Check one of the following, as applicable):

If this box is checked, Seller affirmatively represents and warrants that there are no Leases (as hereinafter defined) affecting the Property.

If this box is checked, Seller discloses that there are one or more leases affecting the Property (oral or written, recorded or not - "Leases") and the following provisions are hereby made a part of this Agreement.

(a) A list of all Leases shall be set forth on Exhibit B;

(b) Seller shall deliver copies of any Leases to Buyer pursuant to Section 4 ~~as~~ if the Leases were listed therein;

(c) Seller represents and warrants that as of the Contract Date there are no current defaults (or any existing situation which, with the passage of time, or the giving of notice, or both, or at the election of either landlord or tenant could constitute a default) either by Seller, as landlord, or by any tenant under any Lease ("Lease Default"). In the event there is any Lease Default as of the Contract Date, Seller agrees to provide Buyer with a detailed description of the situation in accordance with Section 4. Seller agrees not to commit a Lease Default as Landlord after the Contract Date, and agrees further to notify Buyer immediately in the event a Lease Default arises or is claimed, asserted or threatened to be asserted by either Seller or a tenant under the Lease.

(d) In addition to the conditions provided in Section 6 of this Agreement, this Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon the assignment of Seller's interest in any Lease to Buyer in form and content acceptable to Buyer (with tenant's written consent and acknowledgement, if required under the Lease), and Seller agrees to use its best efforts to effect such assignment. Any assignment required under this Section 7 shall be required to be delivered at or before Closing by Seller in addition to those deliveries required under Section 11 of this Agreement.

(e) Seller agrees to deliver an assignment of any Lease at or before Closing, with any security deposits held by Seller under any Leases to be transferred or credited to Buyer at or before Closing. Seller also agrees to execute and deliver (and work diligently to obtain any tenant signatures necessary for same) any estoppel certificates and subordination, nondisturbance and attornment agreements in such form as Buyer may reasonably request.

Section 8. Environmental: Seller represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and wastes, which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the

Buyer Initials BW Seller Initials EM

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277
Buyer

Return to Agenda

Clean Water Act of 1977 (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. §1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601). Seller has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts.

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any of the conditions hereto are not satisfied, or in the event of a breach of this Agreement by Seller, then the Earnest Money shall be returned to Buyer, but such return shall not affect any other remedies available to Buyer for such breach. In the event this offer is accepted and Buyer breaches this Agreement, then the Earnest Money shall be forfeited, but such forfeiture shall not affect any other remedies available to Seller for such breach. **NOTE:** In the event of a dispute between Seller and Buyer over the return or forfeiture of Earnest Money held in escrow by a licensed real estate broker, the broker is required by state law to retain said Earnest Money in its trust or escrow account until it has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction, or alternatively, the party holding the Earnest Money may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A-12.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a general warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until Closing has taken place.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

Section 13. Entire Agreement: This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

Buyer Initials

[Handwritten initials]

Seller Initials

[Handwritten initials]

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Return to Agenda

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.
Seller represents that the regular owners' association dues, if any, are \$ _____ per _____.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIPS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIPS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

Buyer Initials

Seller Initials

Page 1 of 8

STANDARD FORM 580-T

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**Return to
Agenda**

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 19 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ _____ N/A (ii) Proceeds of a new loan in the amount of _____ Dollars for a term of N/A years, with an amortization period not to exceed N/A years, at an interest rate not to exceed N/A % per annum with mortgage loan discount points not to exceed N/A % of the loan amount, or such other terms as may be set forth on Exhibit B. Buyer shall pay all costs associated with any such loan.

\$ _____ N/A (iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of N/A years, with an amortization period of N/A years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (N/A %) per annum in the amount of \$ N/A, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under this note.)

\$ _____ N/A (iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ N/A and evidenced by a note bearing interest at the rate of _____ percent (N/A %) per annum, and a current payment amount of \$ N/A. The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before N/A. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived the loan condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

\$ 595,898.00 (v) Cash, balance of Purchase Price, at Closing in the amount of Five Hundred Ninety Five thousand Six Hundred Ninety Five thousand Dollars.

*Paul / Seller
G.M.C.*

\$645,000.00

*Paul
1/20/14*

Buyer Initials Paul Page 3 of 8 Seller Initials G.M.C.

STANDARD FORM 580-T
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**Return to
Agenda**

(c) "Closing" shall mean the date and time of recording of the deed. Closing shall occur on or before July 15, 2014 or _____

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller.

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending (through through 11:59pm (based upon time at the locale of the Property) on June 1, 2014

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

(f) "Broker(s)" shall mean:
NAI Beverly Banks Commercial ("Listing Agency"),
S. Woodley ("Listing Agent" - License # _____)
Acting as: Seller's Agent; Dual Agent
and NAI Beverly Banks Commercial ("Selling Agency"),
Cindy S. Hebrhe ("Selling Agent" - License # 275017)
Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

Copy 1/20/14

by 1/20/14 E.M.

Estab

(g) "Seller's Notice Address" shall be as follows:
~~318 E. Swarts Hill Rd., Hendersonville, NC 28739~~
100 Mullins Lane, Hendersonville, NC 28739
322 King Street Hendersonville, NC 28792
except as same may be changed pursuant to Section 12.

(h) "Buyer's Notice Address" shall be as follows:
Like White or assigned, 318 Swarts Hill Rd., Hendersonville NC 28739

except as same may be changed pursuant to Section 12.

(i) If this block is marked, additional terms of this Agreement are set forth on Exhibit B attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached Exhibit B, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

Buyer Initials BN Seller Initials E.M.

Page 3 of 3

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**Return to
Agenda**

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

Individual

Burke
Date: 1/27/14

Date: _____

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

SELLER:

Individual

Estate of Mary Louise McCall

Date: _____
by Call Edward McCall
Fiduciary Date: 1/29/14

Business Entity

(Name of Entity)

By: _____

Name: _____

Title: _____

Date: _____

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

NAL Beverly Hanks Commercial
(Name of Firm)

Date: 1/28/14

By: *Subale*

**ATTACHMENT TO AGREEMENT
FOR PURCHASE AND SALE OF REAL PROPERTY**

(Each child of Mary Louise McCall being entitled to a 1/7th share of the net proceeds of such sale following satisfaction of all costs/fees/administrative expenses and claims payable to the Estate of Mary Louise McCall; the children of Ann McCall Taylor, deceased, to share her 1/7th interest having ascended to their mother's interest via per stirpes distribution)

We have reviewed the preceding contract and affix our signatures hereto indicating our knowledge, acceptance and ratification of the acts of Carroll Edward McCall in accepting said Offer:

Sallie Kate McCall Dill
SALLIE KATE McCALL DILL

David J. Dill
(SPOUSE)

Frederick Kirk McCall
FREDERICK KIRK McCALL

Anna Keith McCall
(SPOUSE)

JAMES ENGLISH McCALL

(SPOUSE)

Charlie Wilkerson McCall
CHARLIE WILKERSON McCALL

Linda Louise McCall
(SPOUSE)

HARVEY WILLIAM McCALL

(SPOUSE)

Carroll Edward McCall
CARROLL EDWARD McCALL

Susan C. McCall
(SPOUSE)

Roger Glenn Taylor
ROGER GLENN TAYLOR

(SPOUSE)

Margie Sheryl Taylor
MARGIE SHERYL TAYLOR, Unmarried

**ATTACHMENT TO AGREEMENT
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SALLIE KATE McCALL DILL

David J. Dill
(SPOUSE)

Frederick Kirk McCall
FREDERICK KIRK McCALL

Anna Keith McCall
(SPOUSE)

James English McCall
JAMES ENGLISH McCALL

Dhyllis H. McCall
(SPOUSE)

Charlie Wilkerson McCall
CHARLIE WILKERSON McCALL

Linda Louise McCall
(SPOUSE)

HARVEY WILLIAM McCALL

(SPOUSE)

CARROLL EDWARD McCALL

(SPOUSE)

Roger Glenn Taylor
ROGER GLENN TAYLOR

(SPOUSE)

MARGIE SHERYL TAYLOR, Unmarried

**Return to
Agenda**

**ATTACHMENT TO AGREEMENT
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Sallie Kate McCall Dill David J. Dill
SALLIE KATE McCALL DILL (SPOUSE)

Frederick Kirk McCall Anna Keith McCall
FREDERICK KIRK McCALL (SPOUSE)

JAMES ENGLISH McCALL (SPOUSE)

Charlie Wilkerson McCall Linda Louise McCall
CHARLIE WILKERSON McCALL (SPOUSE)

Harvey William McCall Sara Ann McCall P.O.A.
HARVEY WILLIAM McCALL (SPOUSE)

CARROLL EDWARD McCALL (SPOUSE)

ROGER GLENN TAYLOR (SPOUSE)

MARGIE SHERYL TAYLOR, Unmarried



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Lee Smith

Department: Water/Sewer

Date Submitted:

Presenter: Lee Smith

Date of Council Meeting to consider this item: May 1, 2014

Nature of Item: Council Action

Summary of Information/Request:

Item # 08

We are in receipt of a letter (attached) from Mr. Hugh Lipham, Director of Residential Development for the Housing Assistance Corporation, requesting that the City consider waiving water and sewer system development charges for a 64-unit multi-family apartment project, known as Rosebay Apartments, to be located on Pisgah Dr.

This request and associated recommendations are in accordance with the City's SYSTEM DEVELOPMENT CHARGE WAIVER POLICY, Section II – General Policy revised and adopted by City Council on Thursday, June 3, 2010. We would like to thank you for taking the time to consider this recommendation. Please let us know if you have any questions or require additional information regarding this request and associated recommendation.

Staff respectfully recommends the waiver of all water and sewer system development charges associated with this residence in the amount of \$1,430.00 for the 5/8" x 3/4" residential water service and \$1,280 for the 4" sewer service. If so approved, this waiver would be equivalent to a fee reduction in the amount of \$91,520 for water and \$81,920 for sewer.

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

N/A

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move to authorize the utilities director to waive the water and sewer system development charges associated with the Housing Assistance Corporation's proposed 64-unit multi-family project, referred to as Rosebay Apartments, to be located on Pisgah Dr. in the amount of \$1,430.00 for the water service and \$1,280 for the sewer service, in accordance with the City's SYSTEM DEVELOPMENT CHARGE WAIVER POLICY revised and adopted by City Council on Thursday, June 3, 2010.

Attachments:

Housing Assistance Corporation's Letter Requesting SDC Waivers



HOUSING ASSISTANCE

**Return to
Agenda**

April 14, 2014

Hendersonville Water and Sewer
Field Operations Center
Mr. Lee Smith
305 Williams Street
Hendersonville, NC 28793

Dear Mr. Smith:

I am writing to request a waiver of water and sewer system development charges for a proposed 64-unit apartment complex which will be located on Pisgah Drive on a portion of PN# 9907058 and PN# 9909057, as indicated in the attached maps. The development will serve people of low income and the organization requesting waiver, The Housing Assistance Corporation, is a North Carolina non-profit with 501(c)3 status. Construction of the apartments should begin the second quarter of 2015.

We greatly appreciate the City of Hendersonville's long-standing policy which supports affordable housing development by waiving water and sewer system development charges.

Sincerely,

Hugh Lipham

**Return to
Agenda**



WARNING: THIS IS NOT A SURVEY

Parcel Information

Parcel Number:	9907057	Pin:	9559710445
Listed to:	BEATTY, VIRGINIA H	Neighborhood:	VALLEY HILL
Mailing Address:	PO BOX 2648	Township:	Hendersonville
Mailing City, State, Zip:	HENDERSONVILLE, NC 28793	Municipality:	UNINCORPORATED
Physical Address:	0 NO ADDRESS ASSIGNED	Tax District:	02 Valley Hill Fire
Deed:	116/205*	Plat:	Not Available
Date Recorded:	01/01/1990	Elementary School District:	BRUCE DRYSDALE
Revenue Stamps:	0	Middle School District:	HENDERSONVILLE MIDDLE
Property Description:	Lot # ON PISGAH DR	High School District:	HENDERSONVILLE HIGH
Map Sheet:	9559.19	Soil:	Hayesville loam, 7 to 15 percent slopes
Assessed Acreage:	5.7500	Voting Precinct:	Pisgah View
Building Value:	\$0.00	Commissioner District:	3
Land Value:	\$64,400.00	Agricultural District:	None Found
Value To Be Billed:	\$64,400.00		



Henderson County
Geographic Information Systems (GIS)
200 North Grove Street
Hendersonville, NC 28792
P: (828) 698-5124
F: (828) 698-5122

WARNING: THIS IS NOT A SURVEY.

All information or data provided (whether subscribed, purchased or otherwise distributed) is provided as is, without any warranties, including the warranties of merchantability or of fitness for a particular purpose. Henderson County and its employees make no warranties or guarantees, either express or implied. Use of the information or data subscribed, purchased or otherwise distributed, whether in hard copy or digital media, shall be at the user's own risk.

**Return to
Agenda**



WARNING: THIS IS NOT A SURVEY

Parcel Information

Parcel Number:	9907058	Pin:	9559714280
Listed to:	BEATTY, VIRGINIA H	Neighborhood:	VALLEY HILL
Mailing Address:	PO BOX 2648	Township:	Hendersonville
Mailing City, State, Zip:	HENDERSONVILLE, NC 28793	Municipality:	UNINCORPORATED
Physical Address:	0 NO ADDRESS ASSIGNED	Tax District:	02 Valley Hill Fire
Deed:	309/481*	Plat:	Not Available
Date Recorded:	01/01/1990	Elementary School District:	BRUCE DRYSDALE
Revenue Stamps:	0	Middle School District:	HENDERSONVILLE MIDDLE
Property Description:	Lot # SR1302 ON PISGAH DR	High School District:	HENDERSONVILLE HIGH
Map Sheet:	9559.19	Soil:	Hayesville loam, 7 to 15 percent slopes
Assessed Acreage:	4.2800	Voting Precinct:	Pisgah View
Building Value:	\$0.00	Commissioner District:	3
Land Value:	\$56,800.00	Agricultural District:	None Found
Value To Be Billed:	\$56,800.00		



Henderson County
Geographic Information Systems (GIS)
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P: (828) 698-5124
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**Return to
Agenda**

[Full Version](http://www.nclm.org/legislative-advocacy/involved/Pages/TownHallDay.aspx) | <http://www.nclm.org/legislative-advocacy/involved/Pages/TownHallDay.aspx>

Town Hall Day

Spotlight on Cities and Towns

Town Hall Day is scheduled for June 4, 2014! Click [here](#) to register!

Town Hall Day is the League's premier opportunity for members to visit legislators and make their views known. Each legislative session, hundreds of elected and appointed city officials gather in Raleigh for an entire day of grassroots lobbying. Town Hall Day is a prime opportunity to show strength in numbers and draw attention to the many serious legislative issues facing cities and towns.



Prepare to Engage

All Town Hall Day activities are geared to facilitating individual conversations between League officials and their hometown legislators. A typical day includes a legislative briefing by members of the League's [Government Affairs staff](#), meetings with House and Senate legislative leaders, issue-specific breakout sessions with key legislators, individual meetings with [district legislators](#), attendance at key committee meetings and full legislative sessions, and an evening reception with legislators.

The day is full, and nothing can replace the positive impact of an in-person conversation on a legislator's vote. Make sure you do not miss this opportunity.

More Information

For more information on how you can make an impact meeting with legislators any time of the year, explore ways to become more involved in [League LINC](#), the League's grassroots program.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Tammie Drake

Department: Administration

Date Submitted: 04/20/14

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 05/01/14

Nature of Item: Council Action

Summary of Information/Request:

Item # 11

a. Appointments for Consideration:

-Seventh Avenue Advisory Committee: Council formed this Committee at their February meeting. The Council initially established the Committee with five members of Seventh Avenue special tax district and two at-large members. The purpose of the Committee is to review and discuss existing and/or proposed policies and ordinances that have an impact on the Seventh Avenue special tax district projects. The Council desires to hear advice and receive recommendations from the Committee. The meetings are open to the public. The City Council members may attend for interaction with the Committee. At their April meeting, Council made the following appointments: District Reps: Carson Calton, Dennis Dunlap, Terry Ketcham; At-Large Reps: Jim Kastetter and Mark Ray, leaving two vacancies for district representatives. The Council desired the input of Council Member Caraker before making the last two appointments. Other applications include: Chris Cormier, Farrell Beam, Gloria Wagner, and J.J. Kilpatrick.

Also, please select how the chairperson should be chosen: either by the Council or by the membership of the Committee.

-Planning Board: There are two vacancies on the Planning Board due to recent resignations. Attached is the current membership list and the applications we have on file from: Guri Anderman, Ralph Freeman, Mike Egan, Peter Hanley and David Allen. Mr. Allen also serves on the Environmental Sustainability Board.

- ABC Board: Mr. Will Penny's term on the ABC Board will expire in June. I have contacted Mr. Penny who said he enjoys his work on the ABC Board and would be honored to be considered for another term. We have no other applications on file at this time for the ABC Board. However, there is always a lot of interest from the public when there is a vacancy.

b. Announcement of Vacancies and Upcoming Appointments:

-Board of Adjustment vacancy: reminder of vacancy in the alternate position.



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

N/A

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move to appoint ...

Attachments:

Applications



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

**Return to
Agenda**

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 04/24/14

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 05/01/14

Nature of Item: Council Action

Summary of Information/Request:

Item # 13

Closed session motion requested to advise the Council and receive instruction on the civil action entitled Jones v. Ingles.

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

Suggested Motion: *To disapprove any item, you may allow it to fail for lack of a motion.*

I move the Council to go into closed session to consult with the City Attorney in order to preserve the attorney-client privilege between the attorney and the Council, to consider and give instructions to the City Attorney concerning the handling or settlement of a judicial action entitled Jones v. Ingles as provided under NCGS §143-318.11(a)(3).

Attachments: