

City of Hendersonville City Council

Regular Session Meeting [ELECTRONIC] | August 6, 2020 - 5:45 p.m.

Operations Center - Assembly Room | 305 Williams St. | 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 not listed on the agenda.*
4. **Consideration of Agenda**
5. **Consent Agenda** *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*
 - A. **Adoption of City Council Minutes**
 - i. **July 2, 2020 Regular Session**
 - B. **Tax Releases, Discoveries and Refunds - Presenter: Jennifer Musselwhite, Revenue Supervisor**
 - C. **Laurel Park/Hendersonville Service Area Agreement - Presenter: Sam Fritschner, City Attorney**
 - D. **Administration Services – Water Treatment Facility Basin Repairs and Coatings Project (18016) Addendum 1 – Additional Construction**
 - E. **Infiltration and Inflow Study Sewer Basin 6 -Engineering Amendment - Presenter: Lee Smith, Utilities Director**
 - F. **Special Event - Stand T.A.L.L. Back the Blue Street Festival - Presenter: Susan Frady, Development Assistance Director**
 - G. **North Fork Reservoir Dredging Project Environmental Permitting Services and Sediment Release Study - Presenter: Lee Smith, Utilities Director**
 - H. **Ratification of COVID-19 Positive Test - Presenter: Jennifer Harrell, Human Resources Director**
 - I. **Ewart Hill Reservoir Lining Construction Document & Support Services Engineering Amendment - Presenter: Lee Smith, Utilities Director**
6. **Presentations**
 - A. **Quarterly MVP- Presenter: John F. Connet, City Manager**
 - B. **Hendersonville Farmer's Market - Presenter: Bryan Gertz, Intern**
 - C. **Oklawaha Village Petition - Presenter: Phyllis Bailey HOA**

7. Public Hearings

A. West Avenue Villas Conditional Rezoning (Riddle Development, LLC application)

Presenter: Daniel Heyman, Senior Planner

B. Universal at Lakewood Conditional Rezoning (Watauga Partners LLC application)

Presenter: Daniel Heyman, Senior Planner

C. Contiguous Annexation 1601 Old Spartanburg Highway (Jeff Justus petition)

Presenter: Tyler Morrow, Planner

8. Unfinished Business

A. Parking Enforcement Software (Parkmobile LLC) - *Presenter: Amber Glisson, Lead Telecommunicator*

9. New Business

A. Discussion of Main Street Local Historic District Boundary Expansion - *Presenter: John F.*

Connet, City Manager

B. Oklawaha Greenway Pollinator Bed - Eagle Scout Project Request- *Presenter: Nathan Lindsey,*

Troop 610

C. Family and Medical Leave Proposal - *Presenter: Council Member Lyndsey Simpson*

10. City Manager Report

A. Developmental Assistance Department Update

B. Surplus Items

11. Appointments to Boards/Commissions & Committees

A. TDA

12. Adjourn



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Angela Reece, City Clerk

Department: Admin

Date Submitted: 07/23/2020

Presenter: City Manager, John Connet

Title of Item: Adoption of City Council Minutes

Nature of Item: Council Action

Council Meeting Date: 08/06/2020

Summary of Information/Request:

Item # 5A

i. July 2, 2020 Regular Session

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

Suggested Motion:

Consent Agenda

I _____ move that City Council adopt the minutes of the July 2, 2020 regular session as presented [or as amended].

Attachments:

July 2, 2020 City of Hendersonville City Council Regular Session Minutes



MINUTES

July 2, 2020 [ELECTRONIC]

MONTHLY MEETING OF THE CITY COUNCIL

ASSEMBLY ROOM – OPERATIONS CENTER | 305 WILLIAMS ST. 5:45 p.m.

Present: Mayor Barbara G. Volk and Council Members: Jeff Miller, Dr. Jennifer Hensley

Participating Electronically: Mayor Pro Tem Jerry Smith, Council Member Lyndsey Simpson

Staff Present: City Manager John F. Connet, City Attorney Sam Fritschner, Assistant City Manager Brian Pahle, City Clerk Angela Reece, Communications Manager Allison Nock, Chief of Police, Herbert Blake

1. Call to Order

Mayor Volk called the meeting to order at 5:45 p.m. and welcomed those in attendance. A quorum was established with three members in attendance physically and two participating electronically.

2. Invocation and Pledge of Allegiance to the Flag

There was a moment of silence for prayer 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.*

Public comments were submitted by Drew Finley of 35 Brittany Estates Circle, Apt 202 Hendersonville, suggesting recommendations for police and community relations, and Ken Fitch of 1046 Patton Street Hendersonville encouraging facilitation of community action to avoid the use of deadly force.

4. Consideration of Agenda

Council Member Jeff Miller moved to approve the agenda with the addition of Discussion of Governor's Executive Order 147 as Item 11A.

A unanimous vote of the Council followed. Motion carried.

5. Consent Agenda

A. Adoption of City Council Minutes

- i. May 7, 2020, Workshop Minutes
- ii. May 27, 2020 Workshop Minutes
- ii. June 4, 2020 Regular Meeting Minutes
- iii. June 24, 2020 Workshop Minutes

B. Consideration of a Request to Suspend the MSD Tax Incentive Program

C. Consideration of Clerk's Certificate of Sufficiency for Contiguous Annexation of Property Owned by Jeff Justus at 1601 Old Spartanburg Highway

D. Consideration of COVID 19 Payment Plan Policy

E. Consideration of Sale of Public Property

F. Consideration of CDBG Policies

i. Citizen Participation Policy

CITIZEN PARTICIPATION PLAN

This plan describes how the City of Hendersonville will involve citizens in the planning, implementation and assessment of the Community Development Block Grant (CDBG) program. The funds must be used for projects which benefit low and moderate-income persons and aids in the elimination and prevention of slums and blight. The program is intended to assist governments in understanding neighborhood improvement programs. The regulations give ultimate responsibility for the design and implementation of the program to local elected officials and require that citizens be given an opportunity to serve in a key advisory role to these elected officials.

SCOPE OF CITIZEN PARTICIPATION

Citizens will be involved in all stages of the CDBG program, including program implementation, assessment of performance and design of changes in the Citizen Participation Plan. There will be three (3) general mechanisms for their involvement:

1. To serve as an advisory committee to the project;
2. To attend or hold public hearings or community meetings; and
3. To provide individual citizen efforts in the form of comments, complaints or inquiries submitted directly to the Program Administrators or designated Town official.

PROGRAM IMPLEMENTATION

Citizen participation in program implementation will occur primarily through consultation with the City of Hendersonville. The City will be asked to review and comment on specific guidelines for approved projects. They will also meet to review any program amendments, budget revisions and program modifications. All such changes will be discussed with the City and their comments considered prior to taking action. If program amendments require approval from the North Carolina Department of Commerce, a public hearing shall be held specifically on the amendment. Citizens may also be involved in implementation of projects specifically requiring citizen participation, such as self-help projects. Their roles will be defined as the project develops. Technical assistance will be available as needed.

PROGRAM ASSESSMENT

Program assessment activities by citizens will occur in a variety of ways. A performance hearing will be held thirty to sixty (30 to 60) days prior to the start of planning for the next program year. The Program Amendment will be asked to provide citizen commentary for the Grantee Performance Report.

As a part of the orientation to the program offered at the public hearing, citizens will be invited to submit comments on all aspects of program performance through the program year. Comments should be submitted in writing to City Manager, John Connet. He will respond in writing within ten (10) days. If the response is unsatisfactory, the complainant should write directly to Mayor, Barbara Volk. She shall respond within ten (10) days.

If the citizen is still dissatisfied, he/she should write to the NC Department of Commerce, Rural Economic Development Division/State CDBG Program, 4346 Mail Service Center, Raleigh, NC 27699-4346, Attention: Citizen Participation Matter. Program staff will also be available during normal business hours to respond to any citizen inquiries or complaints at 919-814-4663

The Citizen Participation Plan will be subject to annual review and proposed revision, to occur in the period between the performance hearing and the public hearing on the subsequent year's application.

TECHNICAL ASSISTANCE

Technical Assistance will be provided to citizen organizations and groups of low/moderate income persons or target area residents upon request to The City of Hendersonville. Such assistance will support citizen efforts to develop proposals, define policy and organize for the

implementation of the program. It is expected that such assistance will be provided directly to the City in response to their request. Assistance could be provided in the form of local presentations, informational handouts, research of a specific issue or other short-term efforts.

PUBLIC INFORMATION

The City of Hendersonville will also undertake public information efforts to promote citizen participation. These efforts will include the following:

1. Public Notice of all Public Hearings will be published in the non-legal section of the local newspaper at least ten (10) days before the scheduled hearing. These notices will indicate the date, time, location and topics to be considered. These notices will also be made available in the form of press releases, as a public service announcement to local radio stations and will be provided to churches within the target area of distribution.
2. Orientation Information will be provided at the first public hearing. The Program Administrator(s) will make a presentation which covers: (a) the total amount of CDBG funds available and the competitive basis for award; (b) the range of eligible activities; (c) the planning process and the schedule of meetings and hearings; (d) the role of citizens in the program and (e) a summary of other program requirements, such as the environmental policies, fair housing provisions and contracting procedures.
3. A Public File containing program documentation will be available for review at the City of Hendersonville Office during normal business hours. Included will be copies of the Application, Environmental Review Record, the Citizen Participation Plan and the Annual Performance Report. Other program documents are also available for citizen review on request at the City of Hendersonville office consistent with applicable State and local laws regarding personal privacy and obligations of confidentiality.
4. Public Hearings an interpreter will be provided for all non-English speaking individuals and/or deaf individuals.
5. If virtual hearings are used, real-time responses and accommodation for persons with disabilities and/or with limited English proficiency will be made available to the greatest extent possible. Also, the virtual hearing method will only be used in lieu of an in-person hearing if national or local health authorities recommend social distancing and limit public gatherings for public health reasons.

ADOPTED, this the 2nd day of July 2020.

Barbara Volk, Mayor of Hendersonville

John Connet, City Manager of Hendersonville

ATTEST:

Angela L. Reece, City Clerk

ii. Anti-Displacement and Relocation Assistance Plan

City of Hendersonville, NC
Residential Anti-Displacement and Relocation Assistance Plan
Under Section 104(d) of The Housing and Community
Development Act of 1974, As Amended

WHEREAS, the City of Hendersonville anticipates award of 2020 Neighborhood Revitalization Program Funds; and

WHEREAS, the City of Hendersonville is required to adopt a Residential Anti-Displacement and Relocation Assistance Plan; and

WHEREAS, the purpose of this plan is to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner; and

NOW, THEREFORE, BE IT RESOLVED that the following constitutes the Residential Anti-Displacement and Relocation Assistance Plan for the City of Hendersonville:

The City of Hendersonville will replace all occupied and vacant occupiable low/moderate income dwelling units demolished or converted to a use other than low/moderate income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR 570.606 (b) (1).

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, The City of Hendersonville will make public the following information in writing:

- 1) A description of the proposed assisted activity;
- 2) The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low/moderate income dwelling units as a direct result of the assisted activity;
- 3) A time schedule for the commencement and completion of the demolition or conversion;
- 4) The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement dwelling units;
- 5) The source of funding and a time schedule for the provision of replacement dwelling units; and
- 6) The basis for concluding that each replacement dwelling unit will remain a low/moderate income dwelling for at least 10 years of initial occupancy.

The City of Hendersonville will provide relocation assistance, as described in 570.606 (b) (2), to each low/moderate income household displaced by demolition of housing or by the conversion of a low/moderate income dwelling to another use as a direct result of assisted activities.

ADOPTED, this the 2nd day of July 2020.

Barbara Volk, Mayor of Hendersonville

ATTEST:

Angela L. Reece, City Clerk

G. Consideration of Special Event Permits for the Asheville Triathlon and Music on Main

H. Consideration of Interlocal Agreement with the Town of Laurel Park for Stormwater Fee Billing

AGREEMENT REGARDING BILLING SERVICES

This AGREEMENT, made this 2nd day of July, 2020 by and between the **City of Hendersonville**, a North Carolina public body and body politic and corporate created and established under the and the **Town of Laurel Park**, a body corporate and politic with its principal office and place of business at 441 White Pine Drive, Laurel Park, NC 28739.

WITNESSETH

WHEREAS, the Town of Laurel Park is required by the Federal Clean Water Act and National Pollutant Discharge Elimination System Permit Program to establish a stormwater management program to regulate point sources that may discharge pollutants into the waters of the United States; and

WHEREAS, the Town of Laurel Park is establishing a stormwater management public enterprise in accordance with Article 16, Part 1 of North Carolina General Statute 160A; and

WHEREAS, certain residents of the Town of Laurel Park are customers of the City of Hendersonville Utility System; and

WHEREAS, the Town of Laurel Park wishes to bill and collect rates, fees and charges for their stormwater management program through the utility billing system; and

WHEREAS, the Town of Laurel and City of Hendersonville wish to enter into an interlocal agreement in accordance of Article 20, Part 1 of North Carolina General Statute 160A for the City of Hendersonville to bill and collect stormwater management fees and charges for Laurel Park residents on the City of Hendersonville Utility System.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions and obligations herein undertaken, it is agreed as follows:

1. City will act as the Town of Laurel Park's (Town) agent and bill and collect all rates, fees and charges levied by the Town for stormwater management to those customers in the Town who also receive water from the City Water System (hereinafter "Customers").
2. The Town will provide City with the rates, fees and charges for stormwater management provided to Customers in the Town who also receive water from the City, and a list of such Customers on an annual basis. The Customer list will be updated as new users connect to the City system
3. City will send bills to Customers as shown on the Customer list on a monthly basis and will exercise all reasonable efforts to ensure such bills are paid promptly. The Town and City acknowledge and agree that one bill for water and stormwater management will be sent to Customers. City shall take appropriate action to collect any unpaid fees for service, including but not limited to, the discontinuing of water service to such Customer.
4. The Town will pay City \$0.50 per bill. City will bill the Town, and the Town shall promptly pay such charges. This fee may be adjusted, annually, by mutual agreement of the Town and City based on the prevailing MCI or CPI.
5. Payments received by City from a Customer shall be applied to charges for water and stormwater management. Customer payments will be applied in the same manner the City applies payments for its services. The Town agrees to accept all City policies for adjustments to the customers' bills. Delinquent or late fees collected by the City shall be the property of the City.
6. Payments received by the City for the Customers' stormwater management service shall be deposited in an account designated by the Town on a monthly basis.
7. Except as set forth herein, City shall have no responsibility to collect unpaid charges for Town from any Customer.
8. City's records and accounts relating to the billing and collection of rates, fees and charges for stormwater management services shall be open to inspection by the Town at all reasonable times.
9. The effective date of this agreement is 7/2/2020. The Town will provide Customer and billing information so that City can begin billing for stormwater management services as of 7/2/2020.
10. This Agreement may not be amended except by a writing signed by an authorized representative of the Town and the City.
11. This agreement shall remain in effect until terminated by mutual agreement of the Town and City or by operation of law. If either City or the Town desire to terminate this agreement, the party requesting termination shall send the other party a request for termination. Such request shall be in writing and shall be sent via regular US Mail and by electronic mail, no later than six months prior to the requested termination date; addressed as follows:

AS TO CITY:
City Manager
City of Hendersonville
160 Sixth Avenue East
Hendersonville, N.C 28739

AS TO TOWN OF LAUREL PARK:
Town Manager
Town of Laurel Park
441 White Pine Drive

Laurel Park, NC 28731 IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in two counterparts, each of which shall constitute an original.

Barbara G. Volk, Mayor, City of Hendersonville

J. Carey O'Cain, Mayor, Town of Laurel Park

ATTEST:

Angela L. Reece, City Clerk

Tamara Amin, Town Clerk

I. Consideration of a Request from the Hendersonville Bridge Center for Refunding of Lease Payments and Reduction of Future Lease Payments

J. Consideration of a Governor's Crime Commission Grant Award

Date of Certification: 07-02-2020

To: State Agency Head and Chief Fiscal Officer

Certification

We Certify that the City of Hendersonville does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

Barbara G. Volk, Mayor, and Mike Vesely, Lieutenant, being duly sworn, say that we are the Authorizing Official and Project Director, respectively, of The City of Hendersonville of [Hendersonville] in the state of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed to us. We also acknowledge and understand that any misuse of any State funds will be reported to the appropriate authorities for further action.

Barbara Volk, Mayor of Hendersonville

Mike Vesely, Lieutenant, Hendersonville Police Department

ATTEST:

Angela L. Reece, City Clerk

Ordinance # 20-0559

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSALLATION OF THE GOVERNOR'S CRIME COMMISSION GRANT 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 grant project described as the Governor's Crime Commission Grant Project.

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

Account Number			Account Name	Total Budget
Org	Obj	Proj		
3210000	553000		Non-Capital Equipment	\$ 34999.00

Total Project Revenue \$34,998.99

Section 3: The following revenues are anticipated to be available via transfers from the General Fund, Drug Enforcement Fund, and grant proceeds:

Account Number			Account Name	Total Budget
Org	Obj	Proj		
3210000	434991		Grant Revenue	\$ 34999.00

Total Project Appropriation \$34,999.00

Section 4: The Finance Director is hereby directed to maintain within the grant project fund sufficient specific

detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this second day of July 2020.

Barbara Volk, Mayor of Hendersonville

Approved as to form: Samuel H. Fritschner, City Attorney

ATTEST:

Angela L. Reece, City Clerk

Resolution #20-0560

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL ACCEPTING GOVERNOR'S CRIME COMMISSION GRANT AWARD

WHEREAS, the city is in receipt of a grant award from the Department of Public Safety Governor's Crime Commission in the amount of \$34,998.00, and

WHEREAS, the City Manager is the authorizing official for the grant, and

WHEREAS, the grant will assist the city in purchasing a Pepper Ball Non-Lethal Delivery System, four (4) police radios, and four (4) Taser's and holsters, battery packs, cartridges with a 4-year warranty on each Taser for police officers. Having this equipment, police officers will have a less than lethal option to effectively make arrests with limited use of force, building trust within our community in Hendersonville, NC, and

WHEREAS, City of Hendersonville Police Officers will successfully improve the high quality of public service expected, and

WHEREAS, the City of Hendersonville intends to act and perform duties in accordance with the award grant,

NOW, THEREFORE, BE IT RESOLVED BY THE HENDERSONVILLE CITY COUNCIL:

That the City of Hendersonville does hereby accept the Governor's Crime Commission Grant offer of \$34,998.00.

Effective as of the date of adoption. Adopted this 2nd day of July 2020

Barbara Volk, Mayor of Hendersonville

ATTEST: Angela L. Reece, City Clerk

K. Consideration of a Contract with Hazen and Sawyer Engineering to Evaluate the Town of Laurel Park's Water System and Perform On-Call Water and Sewer Modeling

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

6. Presentations

i. Dark Sky Presentation by HPC Representative Ralph Hammond-Green

Ralph Hammond-Green presented Dark Sky Initiative information to City Council. Mr. Hammond-Green stated the Initiative seeks to reduce energy consumption and lower light pollution. He asked Council to consider installation of Dark Sky compliant lighting fixtures on the City's 7th Avenue Streetscape project and the new Police Station for the parking lot and building exteriors.

ii. Presentation of Quarterly MVP by John Connet

Manager Connet presented the Quarterly MVP staff awards to City Council. He stated twenty-two employees were nominated from January through March 2020 and said announced the top three to Council. The City recognizes and commends outstanding customer service exhibited by Police Officer Stephen McDonald, Police Officer Cameron Singleton, and Human Resources Coordinator Lu Ann Welter. Mayor Volk and members of City Council expressed thanks and appreciation of employees who go above and beyond their job duties.

iii. Presentation of HPD Use of Force Policies by Police Chief Herbert Blake

Police Chief Herbert Blake addressed City Council as requested with 8 that Can't Wait reform suggestions. Chief Blake discussed national and local concerns over the following eight topics: Ban choke holds and strangleholds; Require de-escalation; Require warnings before shooting; Exhaust all alternatives before shooting; Duty to intervene; Ban shooting at moving vehicles; Require use of force continuum; and Require comprehensive reporting.

Chief Blake stated choke holds are not taught in BLET (Basic Law Enforcement Training) in NC nor in any curriculum or practiced by the Hendersonville Police Department nor any other department he is aware of throughout North Carolina.

Chief Blake stated the Hendersonville Police Department requires de-escalation and said the Department has a very strict vetting process for hiring police officers who possess interpersonal skills. Chief Blake stated training is stringent and said officers are required by policy to deescalate situations. Chief Blake stated he often sends officers to classes to learn additional skills at N.C. Justice Academy -Ednyville Campus.

Chief Blake stated the Hendersonville Police Department practices a continuum that requires a verbal warning unless there is some sort of imminent danger where the officer would not have time to give verbal commands.

Chief Blake stated although the Hendersonville Police Department already practiced intervention, he has now written this into the general orders/policy to reassure citizens and to make sure HPD officers understand the importance of intervention.

Chief Blake stated shooting at moving vehicles is forbid in the Hendersonville Police Department policy and said officers' practice smart police work and how to be safe when engaging with people.

Chief Blake discussed the Use-of-Force Continuum explaining that it is a set of steps for determining an officer's initial reaction, weapon choice, and when to escalate or de-escalate a situation. Chief Blake stated although this is contained within policy there is no guarantee that the continuum can always be used and gave an example of 5ft 100 lb. female officer engaging a 6ft 200 lb. male subject. Chief Blake stated HPD requires and encourages the use of the Continuum but said in this situation the officer would need to do what was necessary at the time to bring the altercation to an end in order to protect herself.

Chief Blake stated exhaustion of all other means before shooting has been a constitutional requirement since 1985 as a result of the Tennessee v. Garner and said this is what any good agency would do. Chief Blake stated officers are trained on this annually.

Chief Blake stated HPD is one of first agencies in NC that implemented the BOLA Wrap System to augment HPD's less lethal options. The system is a restraint system that does not rely on pain compliance and is specifically designed to be deployed early in an engagement to subdue noncompliant subjects until assistance can arrive.

Chief Blake stated HPD requires comprehensive reporting on any use of force incidents by policy and said he also keeps the community informed through his monthly reports. He stated administration reviews every use of force and said there were 10 use of force incidents in 2019 with neither officer or citizens being hurt. Chief Blake reminded everyone that the NC League of Municipalities assisted with a high-risk policy review in 2017 and found HPD to be in compliance with standards.

Chief Blake stated he believes the most important person in a police department is the Chief and said he believes he is the example and should lead the way and set the culture of the department. Chief Blake stated he implemented a Chief ride-along with each new officer to discuss his expectations of them. He also discussed many training tools and videos HPD uses to promote a culture of compassion, service, restraint, and relationships and said he believes our community is not making dramatic requests to how we police them due to this.

Council Member Jeff Miller thanked Chief Blake for his leadership. Council Member Jerry Smith inquired about discipline and Chief Blake stated it depends on the level of violation and stated there are policy violations that can lead to immediate discharge. Mayor Volk thanked Chief Blake and encouraged the public to email City Council if they had any further questions.

7. Public Hearing - Consideration of an Annexation Ordinance for Property Owned Charles S. Campbell, Jr., Marianne Ewbank Campbell, Joseph Boothroyd Ewbank and Linda C. Ewbank for a contiguous annexation of PINs 9568-18-5388, 9568-17-5727, 9568-18-8043, 9568-18-8429 and 9568-18-9677 located at the corner of 5th Avenue West and Westbrook Street which is approximately 15.591 acres.

Senior Planner, Daniel Heyman stated the City has received a petition from Charles S. Campbell, Jr., Marianne Ewbank Campbell, Joseph Boothroyd Ewbank and Linda C. Ewbank for a contiguous annexation of PINs 9568-18-5388, 9568-17-5727, 9568-18-8043, 9568-18-8429 and 9568-18-9677 located at the corner of 5th Avenue West and Westbrook Street which is approximately 15.591 acres. Mr. Heyman recalled the acceptance of the Clerk's Certificate of Sufficiency and recommendation of a public hearing for the annexation during the Council meeting of May 7, 2020. At this public hearing, any person residing in or owning property in the area proposed for annexation and any resident of Hendersonville may appear and be heard on the questions of the sufficiency of the petition and the desirability of the annexation. If City Council then finds and determines that the area described in the petition meets all of the standards set out in G.S. 160A-31, Council may adopt an ordinance annexing the area described in the petition. Mr. Heyman stated the result of this annexation would not affect any approved site plan related to this property.

Mayor Volk opened the public hearing at 6:35 p.m. The City Clerk confirmed the hearing has been advertised in accordance with NC General Statutes.

Ken Fitch of 1046 Patton Street Hendersonville addressed City Council stated the existing site plan included in the packet will not exist in the future and stated a plan for proposed development has been submitted for the site and expressed concerns of future stormwater impacts and wildlife. There were no other public comments.

Mayor Volk closed the public hearing at 6:39 p.m.

Council Member Jerry Smith stated Mr. Fitch brings up important points regarding development but stated under circumstances when someone meets the zoning requirement the Council does not have a mechanism to view this as a development at this time.

***Council Member Dr. Jennifer Hensley moved that City Council adopt an ordinance extending the corporate limits of the City of Hendersonville annexing the property included in the petition from Charles S. Campbell, Jr. and others, effective July 2, 2020.
A unanimous vote of the Council followed. Motion carried.***

Ordinance #20-0561

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

WHEREAS, the City Council of the City of Hendersonville, North Carolina, has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Hendersonville, NC, at 5:45 p.m. on July 2, 2020, after due notice by publication; and

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

Section1. By virtue of the authority granted by G.S. 160A-31, the following described contiguous territory is hereby annexed and made part of City of Hendersonville as of July 2, 2020:

METES AND BOUNDS DESCRIPTION

BEING LOCATED WITHIN HENDERSONVILLE TOWNSHIP – HENDERSON COUNTY, NORTH CAROLINA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR WITH “MCABEE” IDENTIFICATION CAP SET AT THE INTERSECTION OF THE NORTHERN MARGIN OF 5TH AVENUE WEST AND THE EASTERN MARGIN OF WESTBROOK STREET; SAID POINT OF BEGINNING BEARING NORTH CAROLINA GRID COORDINATES (NAD83-2011): NORTHING= 587,748.39 FEET AND EASTING= 961557.06 FEET; THENCE FROM THE SAID POINT OF BEGINNING AND FOLLOWING THE EASTERN MARGIN OF SAID WESTBROOK STREET THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 03°56'21" WEST A DISTANCE OF 181.62 FEET TO A 3/4" DIAMETER IRON PIPE (FOUND DISTURBED, MEASURED AT BASE OF PIPE) AND 2) NORTH 02°47'49" WEST A DISTANCE OF 1100.95 FEET TO A #4 REBAR WITH “MCABEE” IDENTIFICATION CAP SET; THENCE TURNING AND RUNNING WITH THE SOUTHERN BOUNDARY OF THE CAIRNES PROPERTY (AS RECORDED IN DEED BOOK 824 PAGE 433) NORTH 72°59'19" EAST A DISTANCE OF 285.00 FEET TO A 1/2" DIAMETER IRON PIPE STANDING 0.5 FEET ABOVE ADJACENT GRADE; THENCE CONTINUING ON THE SAME COURSE AND WITH THE SOUTHERN BOUNDARY OF THE FRANK A. EWBANK – TRUSTEE PROPERTY (AS RECORDED IN DEED BOOK 1002 PAGE 417) NORTH 72°59'19" EAST A DISTANCE OF 236.66 FEET TO A 1/2" DIAMETER IRON PIPE STANDING FLUSH WITH ADJACENT GRADE; THENCE TURNING AND RUNNING WITH THE WESTERN BOUNDARY OF THE PROPERTY OF PARSONS (AS RECORDED IN DEED BOOK 1056 PAGE 188) SOUTH 07°33'35" EAST A DISTANCE OF 27.45 FEET TO A 1" AXLE STANDING 0.8 FEET ABOVE ADJACENT GRADE; THENCE RUNNING WITH THE WESTERN BOUNDARY OF THE PROPERTIES OF LANCE (AS RECORDED IN DEED BOOK 1429 PAGE 674 AND DEED BOOK 3214 PAGE 562 THE FOLLOWING TWO COURSES AND DISTANCES: 1) SOUTH 06°51'15" EAST A DISTANCE OF 99.17 FEET TO A 3/4" DIAMETER IRON PIPE STANDING 0.8 FEET ABOVE ADJACENT GRADE AND 2) SOUTH 08°21'59" EAST A DISTANCE OF 99.91 FEET TO A #4 REBAR WITH “RPLS #1603” IDENTIFICATION CAP STANDING 0.3 FEET ABOVE ADJACENT GRADE; THENCE RUNNING WITH THE SOUTHERN BOUNDARY OF THE SAID LANCE PROPERTY NORTH 82°18'28" EAST A DISTANCE OF 133.91 FEET TO A #4 REBAR WITH “RPLS #1603” IDENTIFICATION CAP STANDING FLUSH WITH ADJACENT GRADE AND LOCATED ON THE WESTERN MARGIN OF THE 40' PUBLIC RIGHT OF WAY OVER

PINECREST DRIVE; THENCE WITH THE SAID RIGHT OF WAY SOUTH 04°03'30" EAST A DISTANCE OF 88.11 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET; THENCE TURNING AND RUNNING WITH THE WESTERN BOUNDARY OF THE MCADAMS PROPERTY (AS RECORDED IN DEED BOOK 1063 PAGE 15) SOUTH 13°07'34" WEST A DISTANCE OF 323.90 FEET TO A 3/4" IRON PIPE STANDING 0.3 FEET ABOVE ADJACENT GRADE; THENCE TURNING AND RUNNING WITH THE NORTHERN MARGIN OF THE PRIVATE UNOPENED RIGHT OF WAY LOCATED OVER IOWA STREET SOUTH 82°07'34" WEST AND PASSING A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET ON THE BOUNDARY LINE AT A DISTANCE OF 67.39 FEET FOR A TOTAL DISTANCE OF 72.39 FEET TO A CALCULATED POINT LOCATED IN A STREAM; THENCE TURNING AND RUNNING WITH THE CENTER OF THE SAID STREAM AND THE WESTERN BOUNDARY OF THE PESCHL PROPERTY (AS RECORDED IN DEED BOOK 1048 PAGE 714) THE FOLLOWING FIVE COURSES AND DISTANCES: 1) SOUTH 29°15'02" EAST A DISTANCE OF 30.36 FEET TO A CALCULATED POINT, 2) SOUTH 21°43'06" EAST A DISTANCE OF 57.40 FEET TO A CALCULATED POINT, 3) SOUTH 35°22'08" EAST A DISTANCE OF 42.81 FEET TO A CALCULATED POINT, 4) SOUTH 58°40'16" EAST A DISTANCE OF 48.60 FEET TO A CALCULATED POINT, AND FINALLY 5) SOUTH 55°00'06" EAST A DISTANCE OF 17.46 FEET TO A CALCULATED POINT; THENCE LEAVING THE SAID STREAM AND STILL RUNNING WITH THE WESTERN BOUNDARY OF PESCHL SOUTH 07°44'01" EAST PASSING A #5 REBAR STANDING 0.5 FEET ABOVE ADJACENT GRADE AT A DISTANCE OF A DISTANCE OF 4.10 FEET FOR A TOTAL DISTANCE OF 11.49 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET ON THE NORTHERN MARGIN OF THE 12 FOOT WIDE UNOPENED ALLEYWAY RECORDED AND SHOWN IN PLAT CABINET B SLIDE 35; THENCE TURNING AND RUNNING WITH THE NORTHERN MARGIN OF THE SAID ALLEYWAY SOUTH 81°45'25" WEST A DISTANCE OF 224.25 FEET TO A CALCULATED POINT; THENCE TURNING AND CROSSING THE SAID ALLEYWAY SOUTH 08°14'35" EAST A DISTANCE OF 12.00 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET; THENCE RUNNING WITH THE WESTERN BOUNDARY OF THE DIAZ PROPERTY (AS RECORDED IN DEED BOOK 1382 PAGE 575) SOUTH 08°05'22" EAST A DISTANCE OF 149.96 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET ON THE NORTHERN MARGIN OF THE 40 FOOT RIGHT OF WAY LOCATED OVER MIDWAY STREET; THENCE CROSSING THE SAID MIDWAY STREET SOUTH 08°14'05" EAST A DISTANCE OF 40.00 FEET TO A CALCULATED POINT LOCATED ON THE SOUTHERN MARGIN OF THE SAID MIDWAY STREET; THENCE TURNING AND RUNNING WITH THE SAID SOUTHERN MARGIN OF MIDWAY STREET NORTH 81°45'55" EAST PASSING A 1/2" DIAMETER IRON ROD STANDING 0.5 FEET ABOVE ADJACENT GRADE AT A DISTANCE OF A DISTANCE OF 1.58 FEET FOR A TOTAL DISTANCE OF 31.35 FEET TO A 1/2" DIAMETER IRON ROD STANDING 0.2 FEET ABOVE ADJACENT GRADE; THENCE TURNING AND RUNNING WITH THE WESTERN MARGIN OF A 16.5 FOOT WIDE UNOPENED ALLEYWAY SOUTH 07°06'39" EAST A DISTANCE OF 215.68 FEET TO A #5 REBAR STANDING 0.6 FEET ABOVE ADJACENT GRADE; THENCE TURNING AND RUNNING WITH THE NORTHERN AND WESTERN BOUNDARY OF THE BRYAN PROPERTY (AS RECORDED IN DEED BOOK 3217 PAGE 399) THE FOLLOWING TWO COURSES AND DISTANCES: 1) SOUTH 82°07'58" WEST A DISTANCE OF 16.18 FEET TO A 3/4" DIAMETER IRON PIPE STANDING 0.6 FEET ABOVE ADJACENT GRADE AND 2) SOUTH 09°02'32" EAST A DISTANCE OF 152.16 FEET TO A #4 REBAR STANDING 0.1 FEET ABOVE ADJACENT GRADE; THENCE TURNING AND RUNNING WITH THE NORTHERN MARGIN OF 5TH AVENUE WEST SOUTH 82°16'10" WEST A DISTANCE OF 300.01 FEET TO A #4 REBAR WITH "MCABEE" IDENTIFICATION CAP SET; THENCE TURNING AND RUNNING WITH THE EASTERN AND WESTERN BOUNDARY OF THE RAMO PROPERTY (AS RECORDED IN DEED BOOK 3087 PAGE 131) THE FOLLOWING TWO COURSES AND DISTANCES: 1) NORTH 44°44'33" WEST A DISTANCE OF 99.34 FEET TO A 1/2" DIAMETER IRON PIPE STANDING 0.1 FEET ABOVE ADJACENT GRADE AND 2) SOUTH 07°13'01" EAST A DISTANCE OF 78.58 FEET PLANTED STONE; THENCE TURNING AND AGAIN RUNNING WITH THE NORTHERN MARGIN OF 5TH AVENUE WEST SOUTH 83°23'12" WEST A DISTANCE OF 90.00 FEET TO THE POINT AND PLACE OF BEGINNING.

PROPOSED ANNEXATION AREA DESCRIBED ABOVE CONTAINING 15.591 ACRES.

Section 2. Upon and after July 2, 2020, the above described territory and its citizens and property shall be subject of all debts, laws, ordinances and regulations in force in City of Hendersonville, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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 in the office of the Secretary of State at 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 be delivered to the County Board of Elections, as required by G.S. 163-288.1.

Barbara Volk, Mayor of Hendersonville

Approved as to form: Samuel H. Fritschner, City Attorney

ATTEST:

Angela L. Reece, City Clerk

8. Public Hearing - Consideration of an Application for Community Development Block Grant Funding in the amount of \$750,000 for improvements to the Ashe Street Neighborhood.

Ashlynn McCoy of the Housing Assistance Corporation in partnership with the City of Hendersonville is requesting permission to submit an application for a Community Development Block Grant in the amount of \$750,000 for the Ashe Street Neighborhood between Barker Street and Elm Street. Ms. McCoy stated the grant funding would be utilized for the following activities in the Ashe Street neighborhood behind the new police headquarters: Homeowner Rehabilitation - \$175,000; Public Infrastructure (Curb and Gutter) - \$500,000; and Administrative Cost - \$75,000. Ms. McCoy stated there is no match requirement for this grant but said staff time and additional city funds may be needed to complete all grant activities if construction costs exceed grant funding.

Ms. McCoy stated the three livability principals of the program are to promote equitable and affordable housing, support existing communities, and value communities and neighborhoods. Ms. McCoy stated the project must meet one of the three national objectives which are benefiting low and moderate income persons; preventing or eliminating slum and blight or meeting other community development issues which are deemed to be urgent due to existing conditions which pose an immediate threat to the health and welfare of the community where other financial resources are not available.

Ms. McCoy stated the City Council will also need to appoint a City Council member to serve on the Homeowner Rehabilitation Selection Committee. Council Member Lyndsey Simpson inquired regarding the makeup of the Committee Council Member Dr. Jennifer Hensley stated she feels it is a conflict of interest for a Council Member to sit on the Committee. Ms. McCoy stated member selection is required based on a point system. Council Member Jerry Smith inquired if two council members could sit and Manager Connet stated this was permissible. Manager Connet reminded City Council they could appoint a neighborhood representative as well.

Mayor Volk opened the public hearing at 6:47 p.m. The City Clerk confirmed the hearing has been advertised in accordance with NC General Statutes.

Ken Fitch of 1046 Patton Street Hendersonville addressed City Council stated it is important to note the Grant program mandates community involvement and said it would fulfill a local promise to the neighborhood.

Mayor Volk closed the public hearing at 6:39 p.m.

Council Member Jerry Smith moved that City Council resolve to submit a Community Development Block Grant application in the amount of \$750,000 and further moved to appoint Council Member Lyndsey Simpson to the Homeowner Rehabilitation Selection Committee. Council Member Lyndsey Smith further moved to appoint Council Member Jerry Smith to the Homeowner Rehabilitation Selection Committee.

A unanimous vote of the Council followed. Motion Carried.

RESOLUTION #20-052

RESOLUTION FOR THE CITY OF HENDERSONVILLE APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE 7TH AVENUE REVITALIZATION PROJECT

WHEREAS, the City of Hendersonville's Council has previously indicated its desire to assist in community development efforts for housing within the Town/City/County; and,

WHEREAS, the Council has held two public hearings concerning the proposed application for Community Development Block Grant funding to benefit the revitalization of the 7th Avenue Area; and,

WHEREAS, the Council wishes the City to pursue a formal application for Community Development Block Grant funding to benefit the 7th Avenue Area; and will invest monies in the amount of \$750,000 into the project as committed to in the application.

WHEREAS, the Council certifies it will meet all federal regulatory and statutory requirements of the State of North Carolina Community Development Block Grant Program,

NOW, THEREFORE BE IT RESOLVED, by the City of Hendersonville's Council that the City is authorized to submit a formal application to the North Carolina Department of Commerce for approval of a Community Development Block Grant to benefit the revitalization of the 7th Avenue Area.

Adopted this 2nd day of July 2020

Barbara Volk, Mayor of Hendersonville

ATTEST: Angela L. Reece, City Clerk

9. Consideration of Parking Enforcement Software and Remote Payment Application

Hendersonville Police Department Dispatcher Amber Glisson presented findings on Brazos's parking enforcement software which is currently utilized to issue and track payment of parking citations and to perform other parking functions for the City of Hendersonville. Ms. Glisson stated due to the implementation of the new finance software the Brazos's parking enforcement software has become incompatible. Ms. Glisson stated a committee was formed to research parking enforcement software companies and has determined selection of a different software company and addition of a parking meter application would be the best option. Ms. Glisson stated the committee recommended using iParq with a one-time charge of \$16,750 and annual cost between \$790.00 to \$1,040 per month depending on which options are selected. Ms. Glisson stated the Committee also suggested using an online parking app through Parkmobile, LLC. She stated this app can be integrated into the iParq software which would charge the user a \$0.35 convenience fee to cover the operation cost of the app.

Council Member Dr. Jennifer Hensley clarified the parking fee will be \$1.85 cents instead of \$1.50 for the first transaction and asked if the Committee was familiar with the Passport Parking App. Ms. Glisson stated she and other Committee members spoke with that vendor who gave differing pricing information ranging from no cost to \$500.00 per month and upwards of \$2,500 per month. She advised the charge was billed to the municipality each month instead of the consumer. Mayor Volk clarified this is a convenience fee for using the app and by using the kiosk there is no user fee. Council Member Hensley stated she was concerned about passing additional fees along to the consumer and asked for additional information on both software apps. Lew Holloway stated the Committee spent some time reviewing both apps and said there were real efficiencies and advantages by using Parkmobile, LLC instead of Passport. Manager Connet inquired if Council would be willing to approve moving forward with iParq due to the Brazos's contract expiring and said staff will provide additional information regarding the parking apps.

Council Member Jeff Miller moved the City Council approve the iParq software system purchase as quoted. A unanimous vote of the Council followed. Motion Carried.

10. Discussion Regarding Designating Operations Center Assembly Room as Permanent Location for City Council Meetings

City Manager John Connet addressed City Council regarding official designation of the location for City Council Meetings. Manager Connet recalled prior to COVID-19 there being a crowding issue in the historic City Council chambers at City Hall due to the room size. Manager Connet stated a return is unlikely over the next several months due to COVID-19 and inquired of City Council's preference to designate the Operations Center Assembly Room as their meeting location. Manager Connet commended

staff for implementing new technology such as Zoom and YouTube to film the meetings but said if the location is going to be permeant then slight renovations will be necessary to make the room more user friendly with technology. Manager Connet presented preliminary renderings of the potential set up of the room. Council Member Dr. Jennifer Hensley stated she would like to proceed with minimal cost and disruption as possible. Mayor Barbara Volk stated she enjoys City Hall but understands the flexibility the Assembly Room has. Mayor Volk requested a design that allows Council to view the projector screen. Council conceded to designate the space as the meeting location and to proceed with design.

11. Reports/Comments by Mayor and City Council Members

A. Council Member Jerry Smith initiated discussion regarding Governors Executive Order 147 and business owners and masks.

Council Member Jerry Smith stated he has spoken with the City Attorney and City Manager on several occasions regarding enforcement of the Governor's Executive Order 147 which requires face coverings while in public. Council Member Smith stated he wished to discuss the matter to seek clarification for remedies for business owners who refuse to follow the Governor's Order and to discuss who would be responsible for enforcing it. Council Member Lyndsey Simpson concurred.

Council Member Dr. Jennifer Hensley stated the Governor's Executive Order 147 is not a state law passed by the NC General Assembly and stated there is a provision in the Order making it unenforceable. Council Member Hensley stated she feels it is undesirable to ask HPD officers to engage in this dialogue during the political climate and said she believes it is a heavy-handed overreach of City Council power. Council Member Hensley stated she spoke with the District Attorney about enforcement of the Order and said she has concerns of putting these types of actions ahead of domestic cases in district court proceedings. Council Member Hensley stated the City has an amazing police force and great relationships with business owners and said she doesn't want to make police officers' jobs harder than they needed to be or to add additional stress to business owners during this already difficult time. Council Member Hensley referred to an email from Council Member Lyndsey Simpson regarding the Defund the Police Movement and said she is concerned over Council Member Simpson's support for the movement and potential additional job duties being added to HPD officers.

Council Member Lyndsey Simpson clarified her statements surrounding defund the police movement email stating she supports the movement nationwide but does not support it locally due to the way the City of Hendersonville Police Department is structured. Council Member Simpson stated she believes this is a public health issue and said she feels business owners have a duty to protect the health and wellbeing of their employees and customers. She stated she has spoken with other business owners on Main Street who have the same concerns and who support enforcement of face coverings especially surrounding food service type businesses.

Council Member Jerry Smith asked the City Attorney of his interpretation. Attorney Fritschner stated Executive Order 147 permits local governments to enforce the Order with criminal citations only against business owners who do not comply with enforcement of their employees wearing face coverings. Attorney Fritschner stated the Order does not provide for issuing citations to the general public. Council Member Smith asked for clarification regarding the citation process. Attorney Fritschner stated there are two types of citations that may be issued. The first is a criminal citation which may be prosecuted by the District Attorney and would constitute a Class 2 Misdemeanor which would go before a District Court Judge in which case he or she may levy a fine not to exceed \$1,000 or jail time not to exceed 30 days or both.

Council Member Dr. Jennifer Hensley stated she cannot support this.

Council Member Jeff Miller stated he believes wearing a mask helps lessen the spread of the virus and keeps people out of the hospital and said he supports face coverings in public. Council Member Miller stated he doesn't understand why business owners are being held responsible and said it puts them in an awkward position when many members of the public are refusing to comply. He expressed concerns of ascertaining if an individual has a legitimate reason not to wear a face covering and said this puts business owners and employees in a difficult situation but believes individuals should be cited and not business owners. Council Member Miller stated he encourages everyone to wear masks but does not like this approach.

Mayor Barbara Volk agreed with Council Member Miller but said non-compliant business owners should be issued warnings to avoid a shut down as many businesses would not survive a second shut down. Mayor Volk stated compliant businesses shouldn't be penalized for doing what is asked of them and said she feels warnings or citations should be issued to non-compliant businesses after complaints have been received.

Council Member Jerry Smith clarified his intention was to cite business owners for negligence and non-enforcement of mask wearing and proper social distancing among their employees. Council Member Smith further clarified his intention was to support issuing citations to non-compliant business owners with respect to non-enforcement of Executive Order 147 (employees wearing masks) and not for the general public refusing to wear masks within the business. Attorney Fritschner clarified business owners may not be cited for customers failing to wear face coverings.

The Consensus of the majority of City Council was to direct City Manager John Connet to proceed with enforcing Governor Cooper's Executive Order 147 when businesses are blatantly ignoring the Order. The enforcement action should occur once a complaint is received and the businesses have been appropriately warned by the police department. The City Council is aware that the criminal citation may or may not be prosecuted by the District Attorney.

12. Staff Reports

A. Parking Deck Update

Assistant City Manager Brian Pahle stated the initial design phase for the new parking deck is nearing completion and presented the architect schematic designs depicting what the facility will look like. The images are available on the City's website. There were no additional comments from Council.

B. Open Streets

Downtown Economic Development Director Lew Holloway addressed City Council with additional survey data on the Open Streets events. Director Holloway stated staff are working to assess the success of Open Streets in an environment that is completely different than anything previously in the downtown area. Director Holloway stated the responses to the survey were again mixed as illustrated below.

Count of Open Streets is currently scheduled for July 3-5, July 17-19 and July 31-August 2. After these dates, would you like to see the program continue?					Color
Row Labels	other	restaurant	retail	Grand Total	
No			3	14	17
Other	1		1	3	5
Other; No	1			2	3
Yes - 1-2 more times this summer			2	4	6
Yes - 1-2 more times this summer; Yes - Monthly				1	1
Yes - Bi Monthly			2	3	5
Yes - Bi Monthly; Yes - Monthly	1			1	2
Yes - Monthly	2			4	6
Yes - Weekly	2		1	2	5
(blank)					
Grand Total	7	9	34		50

Total who took survey	<input type="text"/>	Count of Name
other		9
restaurant		12
retail		36
Grand Total		57

Director Holloway discussed visitor center and parking data stating that there were significant impacts with more parking being recorded on the Open Streets weekends. He stated staff are continuing to work with merchants to determine impacts and understand challenges the merchants have with staffing and supplies. Director Holloway stated staff have received very positive feedback from patrons attending the Open Streets weekends and said some merchants have even reported an increase in sales over the same weekend one year ago. Director Holloway stated staff would like to continue the effort in some form and would welcome the opportunity to hold the event once per month through the end of the year. Council Member Jeff Miller stated he supports cancellation of the event in the event of poor weather to benefit the retail merchants as long as there were not major events scheduled. Manager Connet and Director Holloway conceded. Council Members agreed to begin cancellations of the events due to poor weather beginning in August if necessary and also conceded to offer the event on a monthly basis beginning Labor Day weekend.

C. Surplus Vehicles

Manager John Connet provided a list of items to City Council indicating they are surplus a will be disposed of by government auction.

13. Consideration of Appointments to Boards/Commissions

Council Member Dr. Jennifer Hensley nominated Dr. John Galligan to serve a three-year term as Veterinary liaison to the Animal Services Advisory Committee.
A unanimous vote of the council followed. Motion Carried.

14. New Business

There was no new business.

15. Closed Session as Provided Under NCGS §143-318.11 (a)(3)(4)(6)

Council Member Jeff Miller moved that City Council enter closed session as permitted under NCGS §143-318.11(a)(3)(4)(6) at 8:11 p.m. A unanimous vote of the council followed. Motion Carried.

Council Member Jeff Miller moved that City Council return to Open Session at 9:07 p.m. A unanimous vote of the Council followed. Motion carried.

There was no further business.

16. Adjourn

The meeting adjourned at 9:07 p.m. upon unanimous assent of the Council.

Barbara G. Volk, Mayor

ATTEST:

Angela L. Reece, City Clerk



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Musselwhite

Department: Finance

Date Submitted: 07/24/2020

Presenter: Jennifer Musselwhite

Title of Item: Henderson County Tax Adjustments

Nature of Item: Council Action

Council Meeting Date: 08/06/2020

Summary of Information/Request:

Item # 5B

The Deputy Tax Collector, Jennifer Musselwhite, would like to submit for your approval the tax bill adjustments occurring between March 23, 2020 and June 30, 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 to adopt the resolution directing and authorizing the Tax Adjustments submitted by Henderson County Tax and relieve the Deputy Tax Collector of the charges owed.

Attachments:

Summary Total of Tax Adjustments

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

FOR TRANSACTIONS AS OF 6/30/2020

<i>VALUE CHANGE</i>	\$	(66,382)
<i>RELEASES</i>	\$	(357.57)
<i>REFUNDS</i>	\$	-
<i>FORGIVEN INTEREST</i>	\$	-
TOTAL TAX BILL ADJUSTMENTS	\$	(357.57)

Adjustments, Releases, Refunds are provided by Henderson County Tax

NCPTS Pending Release/Refund Report. Tuesday, June 30, 2020*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE		
CITY OF HENDERSONVILLE	JARRELL, CHARLIE C	0003093453-2018-2018-0000	WATERCRAFT PERMANENTLY LOCATED IN VANCE COUNTY. ABSTRACT VOIDED FOR 2018.	(\$3,480)	7114	JURSC10	TAX		\$0.00	\$17.05		
							LATE LIST FEE	\$0.00	\$0.00	\$1.71		
							TOTAL:			\$18.76		
		ABSTRACT TOTAL:								\$18.76		
		0003093453-2019-2019-0000			7115	JURSC10	TAX	\$13.81	\$0.00	\$13.81		
							LATE LIST FEE	\$1.38	\$0.00	\$1.38		
							TOTAL:			\$15.19		
		ABSTRACT TOTAL:								\$15.19		
		OWNER TOTAL:			\$0					\$33.95		
	MORROW, RYAN CRAIG	0003094150-2018-2018-0000	WATERCRAFT PERMANENTLY LOCATED IN VANCE COUNTY. ABSTRACT VOIDED FOR 2018.	(\$23,801)	7099	JURSC10	TAX		\$0.00	\$116.62		
							LATE LIST FEE	\$0.00	\$0.00	\$11.66		
							TOTAL:			\$128.28		
		ABSTRACT TOTAL:								\$128.28		
		0003094150-2019-2019-0000			7100	JURSC10	TAX	\$102.41	\$0.00	\$102.41		
							LATE LIST FEE	\$10.24	\$0.00	\$10.24		
						TOTAL:			\$112.65			
ABSTRACT TOTAL:								\$112.65				
OWNER TOTAL:					\$0					\$240.93		
MUSIC CITY VENTURES INC	0003037119-2018-2018-0000	BUSINESS SOLD 10/7/17. ABSTRACT VOIDED FOR 2018.	(\$1,305)	7118	JURSC10	TAX		\$0.00	\$6.39			
						LATE LIST FEE	\$0.00	\$0.00	\$0.64			
						TOTAL:			\$7.03			
	ABSTRACT TOTAL:								\$7.03			
	0003037119-2019-2019-0000			7117	JURSC10	TAX	\$7.09	\$0.00	\$7.09			
						LATE LIST FEE	\$0.71	\$0.00	\$0.71			
						TOTAL:			\$7.80			
	ABSTRACT TOTAL:								\$7.80			
	OWNER TOTAL:			\$0					\$14.83			
SOUTHERN ATHLETICS	0003088516-2019-2019-0000	TRAILER SOLD 4/23/18.	(\$4,350)	7128	JURSC10	TAX	\$21.32	\$0.00	\$21.32			
						LATE LIST FEE	\$2.13	\$0.00	\$2.13			
						TOTAL:			\$23.45			
				ABSTRACT TOTAL:								\$23.45
OWNER TOTAL:			\$0					\$23.45				
STEWART, GERALD LESLIE	0003096697-2019-2019-0000	WATERCRAFT PERMANENTLY LOCATED IN BUNCOMBE COUNTY.	(\$3,286)	7101	JURSC10	TAX	\$16.10	\$0.00	\$16.10			
						LATE LIST FEE	\$1.61	\$0.00	\$1.61			
						TOTAL:			\$17.71			
				ABSTRACT TOTAL:								\$17.71
OWNER TOTAL:			\$0					\$17.71				
WILLOUGHBY, PETER ALAN	0003094124-2018-2018-0000	WATERCRAFT SOLD IN 2017. ABSTRACT VOIDED FOR 2018.	(\$1,078)	7089	JURSC10	TAX		\$0.00	\$5.28			
						LATE LIST FEE	\$0.00	\$0.00	\$0.53			
						TOTAL:			\$5.81			
ABSTRACT TOTAL:								\$5.81				

NCPTS Pending Release/Refund Report. Tuesday, June 30, 2020*

TAX DISTRICT	OWNER	ABSTRACT	NOTE	VALUE CHANGE	ADJ. NUMBER	DISTRICT CODE	LEVY TYPE	BILLED	PAID	RELEASE
		0003094124-2019-2019-0000	WATERCRAFT SOLD IN 2017. ABSTRACT VOIDED FOR 2019.	(\$1,078)	7090	JURSC10	TAX	\$5.28	\$0.00	\$5.28
							LATE LIST FEE	\$0.53	\$0.00	\$0.53
							TOTAL:			\$5.81
									ABSTRACT TOTAL:	\$5.81
		OWNER TOTAL:		\$0						\$11.62
	YANOVOK, JEREMY ALAN	0003086198-2017-2017-0000	WATERCRAFT SOLD IN OCTOBER 2016. ABSTRACT VOIDED FOR 2017.	(\$1,080)	7093	JURSC10	TAX		\$0.00	\$5.08
							LATE LIST FEE	\$0.00	\$0.00	\$0.51
							TOTAL:			\$5.59
									ABSTRACT TOTAL:	\$5.59
		0003086198-2018-2018-0000	WATERCRAFT SOLD IN OCTOBER 2016. ABSTRACT VOIDED FOR 2018.	(\$962)	7092	JURSC10	TAX		\$0.00	\$4.71
							LATE LIST FEE	\$0.00	\$0.00	\$0.47
							TOTAL:			\$5.18
									ABSTRACT TOTAL:	\$5.18
		0003086198-2019-2019-0000	WATERCRAFT SOLD IN OCTOBER 2016. ABSTRACT VOIDED FOR 2019.	(\$799)	7091	JURSC10	TAX	\$3.92	\$0.00	\$3.92
							LATE LIST FEE	\$0.39	\$0.00	\$0.39
							TOTAL:			\$4.31
									ABSTRACT TOTAL:	\$4.31
		OWNER TOTAL:		\$0						\$15.08
	DISTRICT TOTAL:			(\$66,382)						\$357.57



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 07/28/2020

Presenter: City Manager

Title of Item: Laurel Park/Hendersonville Service Area Agreement

Nature of Item: Council Action

Council Meeting Date: 08/06/2020

Summary of Information/Request:

Item # 5C

The City Council previously agreed to a service area boundary with the Town of Laurel Park. City Attorney Sam Fritschner has been working with the Laurel Park town attorney to formalize an agreement. Staff is requesting City Council to approve this service area agreement.

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 hereby resolve to approve the service area agreement between the City of Hendersonville and the Town of Laurel Park as presented.

This agreement will be provided to City Council prior to the meeting.

Attachments:

The service area agreement will be provided prior to the meeting.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Steurer

Department: Utilities

Date Submitted: 07/29/2020

Presenter: Lee Smith

Title of Item: Additional Construction Admin. Services - WTP Basin Repairs and Coatings Project

Nature of Item: Council Action

Council Meeting Date: 08/06/2020

Summary of Information/Request:

Item # 5D

Additional Construction Administration Services - WTP Basin Repairs and Coatings Project

Unanticipated pipe repairs to the existing 18" settled water pipe within sedimentation basins #4 and #5 and additional construction time from the contractor, CROM, LLC., resulted in additional construction administration and engineering efforts from the City's consultant, McKim & Creed. The contractor reached substantial completion and a substantial completion walk-through was completed on June 2nd, 2020, which resulted in a total construction period of approximately 7 months from the notice to proceed date of October 28, 2019. This resulted in approximately 4 months of additional construction administration and observation services required beyond the original Amendment to the On-Call Professional Services Agreement.

Since CROM did not complete the project within the contract times for readiness for final payment, liquidated damages were assessed in accordance with the construction contract. The total amount of liquidated damages assessed was \$12,500.00, which was withheld from payment. In addition, items/quantities in the original construction contract that were not performed were also withheld from payment resulting in a total amount withheld of \$26,112.37.

Budget Impact: \$ 2,600 **Is this expenditure approved in the current fiscal year budget?** N/A **If no, describe how it will be funded.**

There are funds set aside for this project as part of a Capital Project Ordinance.

Suggested Motion:

I move to authorize the City manager to execute Addendum No. 1 to the Amendment to On-Call Professional Services Agreement with McKim & Creed for additional construction administration and construction observation services for the Water Treatment Facility Basin Repairs and Coatings project.

Attachments:

Addendum No. 1 - Amendment to On-Call Professional Services Agreement Hendersonville Water Treatment Facility Basin Repairs and Coatings

July 8, 2020

06496-0008

Mr. Adam Steurer, PE
City of Hendersonville
305 Williams Street
Hendersonville, NC 28792

RE: Amendment to On-Call Professional Services Agreement
Hendersonville Water Treatment Facility Basin Repairs and Coatings
Addendum No. 1 – Revised July 2, 2020

Dear Mr. Steurer,

McKim & Creed, Inc. has prepared this revised Addendum No. 1 to the Amendment to On-Call Professional Services Agreement for the Hendersonville Water Treatment Facility Basin Repairs and Coatings project, dated June 25, 2019. This Addendum provides for additional construction administration and construction observation services beyond the scope of the original Amendment.

During the course of construction of this project, the contractor failed to meet the original substantial and final completion dates, resulting in additional construction administration and construction observation services to be performed. The contractor reached substantial completion and a substantial completion walk-through was completed on June 2nd, 2020, which resulted in a total construction period of approximately 7 months from the notice to proceed date of October 28, 2019. This resulted in approximately 4 months of additional construction administration and observation services required beyond the original Amendment to the On-Call Professional Services Agreement.

This Addendum also provides for additional construction administration and observation services required due to unforeseen repairs required to the existing 18" settled water pipe within sedimentation basins #4 and #5.

The specific project scope items and compensation for the additional services are described in Attachment A to this Addendum. This addendum is revised to update the estimated compensation based on the actual additional services provided to date, and the estimated remaining additional services to finalize the project. This letter Addendum and Attachment A form the entirety of Addendum No. 1.

If you find this Addendum acceptable, please return one signed copy to my attention. We appreciate this opportunity to continue to provide professional services to the City of Hendersonville.

Respectfully submitted,

McKIM & CREED, Inc.

Zachary Trammel, PE
Project Manager

Attachment

Accepted:

John Connet
City Manager

Date

**ADDENDUM No. 1 – ATTACHMENT A
DESCRIPTION OF ADDITIONAL SERVICES
HENDERSONVILLE WATER TREATMENT FACILITY BASIN REPAIR AND COATINGS
PROJECT**

This Addendum No. 1 to the Amendment to On-Call Professional Services Agreement for the Hendersonville Water Treatment Facility Basin Repairs and Coatings project, made on June 25, 2019 between the City of Hendersonville, North Carolina (OWNER) and McKim & Creed, Inc. (ENGINEER), is as outlined below:

I. PROJECT DESCRIPTION

II. SCOPE OF SERVICES

- A. The following Professional Services shall be performed by the ENGINEER. See the original Amendment dated June 25, 2019 for specific original tasks. No changes to the original scope of work.

III. ADDITIONAL SERVICES

A. Additional Construction Phase Services Related to the 18" Settled Water Pipe Repairs

1. The ENGINEER will evaluate the required repairs area, develop a sketch repair plan, specify required repair materials, design additional pipe supports required, and specify required protective coating materials.
2. The ENGINEER will review Change Proposals from the Contractor for completion of the pipe repairs, coordinate review comments with the OWNER and receive the OWNER's comments, and issue a Work Change Directive authorizing Contractor to complete the repairs.
3. The ENGINEER will review Contractor's submittals related to the pipe repairs, compare submittals to the Contract Documents and sketch plan requirements, note deficiencies or compliance issues, and issue comments to the Contractor.
4. The ENGINEER will review and respond to the Contractor's written questions and Requests for Information regarding the pipe repairs. The ENGINEER will provide clarification of requirements as indicated on the repair sketch plan and as indicated in the Contract Documents.

5. The ENGINEER will conduct two (2) scheduling coordination conference calls with the OWNER and the Contractor prior to the repairs to ensure successful and timely completion of the repairs.
6. The ENGINEER will inspect the completed repairs, note any deficiencies, and coordinate with the Contractor to ensure noted deficiencies are corrected per the Contract Documents.

B. Additional Construction Phase Services Related to the Extended Construction Contract Period

The ENGINEER will provide the following Construction Administration and Construction Observation services for the additional Construction Contract period of four (4) months. The new final completion date of the Construction Contract is estimated to be May 29, 2020.

1. Conduct up to four (4) additional monthly construction progress meetings with the OWNER and Contractor. Prepare and distribute construction meeting minutes to document discussions and responsibilities.
2. Receive, log, track, and respond to Contractor's written requests for information or clarification of the Contract Documents. Provide clarification of requirements as indicated on the construction plans and specifications if/when questions arise during construction.
3. Receive, log, track, and respond to notifications from Contractor of changes to work conditions and requests for change orders.
4. Receive, log, track, and review Contractor's monthly requests for payment and make recommendations for payment.
5. Schedule and conduct the substantial completion evaluation. Prepare the substantial completion punch list and work with the Contractor to determine outstanding work is completed.
6. Upon satisfactory completion of the Substantial Completion punch list and after reviewing test results from the Contractor, prepare the ENGINEER's Substantial Completion Certification.
7. Schedule and conduct the final completion evaluation. Prepare the final completion punch list and work with the Contractor to determine work is complete.

8. After the Contractor has satisfactorily completed the final punch list, submitted all test results, redlined drawings, and release of waivers and claims, the ENGINEER will prepare the Final Completion Certification.

IV. COMPENSATION

McKim & Creed will perform the additional services outlined above for the fee amounts listed below. Services will be billed monthly on an hourly time and expense basis in accordance with the hourly rate schedule included in the On-Call contract between the OWNER and the ENGINEER.

<u>Task</u>	<u>Fee</u>
A. Additional Services for 18" Pipe Repairs	\$7,827.50 (N.T.E.)
B. Additional Services for Extended Construction Period	\$20,872.50 (N.T.E.)

Total: \$28,700.00 (N.T.E.)

N.T.E. – Not To Exceed

V. MISCELLANEOUS PROVISIONS

The hourly rate schedule shall be as specified in the McKim & Creed, Inc. On-Call Professional Engineering Services Contract between the City of Hendersonville ("Owner") and McKim & Creed, Inc. ("Engineer"), effective as of September 28, 2018.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Steurer

Department: Utilities

Date Submitted: 7/28/2020

Presenter: Lee Smith

Title of Item: Infiltration and Inflow Study - Sewer Basin 6 - Engineering Amendment

Nature of Item: Council Action

Council Meeting Date: August 6, 2020

Summary of Information/Request:

Item # 5E

Infiltration and Inflow Study - Sewer Basin 6

The proposed work consists of the implementation of a micromonitoring program to help target Inflow and Infiltration (I&I) dense portions of the sanitary sewer collection system for future SSES investigations. A recently completed study evaluated the results of micromonitoring in Basin 5 and included evaluation of permanent flow meter data at the boundary to Basin 6. This evaluation found that Basin 6 is contributing I&I to the system at nearly double the rate of Basin 5 (adjusting for varying pipe lengths in each basin). Additionally, Basin 6 was identified in the wastewater master plan as a high I&I area based on high wet weather peaking factors and Rainfall Derived Inflow and Infiltration (RDII) percentages.

Basin 6 will be divided into smaller sub-basins where flow data will be recorded using the micromonitors. Micromonitors are portable flow meters. Wet weather flow data will be evaluated to determine whether significant I&I defects may be present in the collection system based on the flow response to a rain event. Subbasins with a high potential for I&I defects will be recommended for future SSES activities and/or more precise flow monitoring.

Staff is requesting Council to allow the City Manager to execute an amendment to the City's on-call engineering agreement with Stantec to perform this study.

Budget Impact: \$ 84,304 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

There are funds set aside for this project as part of a Capital Project Ordinance.

Suggested Motion:

I move to authorize the City manager to execute an amendment to the City's on-call engineering services agreement with Stantec to perform an Infiltration and Inflow Study in Sewer Basin 6.

Attachments:

Stantec Proposal for Hendersonville Infiltration and Inflow Study - Basin 6

June 23, 2020

Attention: Mr. Adam Steurer
City of Hendersonville
Water and Sewer Department
305 Williams Street
Hendersonville, NC 28792

Dear Mr. Steurer

Reference: Proposal for Hendersonville Inflow and Infiltration Study – Basin 6

Stantec is pleased to provide this proposal for engineering services for the Inflow and Infiltration Study project. Based on our discussions, we believe we have a good understanding of the City of Hendersonville's goals and objectives. The scope of services detailed below reflects our understanding of the project and outlines the tasks required to accomplish the objectives.

Project Understanding

The proposed work consists of the implementation of a micromonitoring program to help target Inflow and Infiltration (I&I) dense portions of the collection system for future SSES investigations. A recently completed study evaluated the results of micromonitoring in Basin 5 and included evaluation of permanent flow meter data at the boundary to Basin 6. This evaluation found that Basin 6 is contributing I&I to the system at nearly double the rate of Basin 5 (adjusting for varying pipe lengths in each basin). Additionally, Basin 6 was identified in the wastewater master plan as a high I&I area based on high wet weather peaking factors and Rainfall Derived Inflow and Infiltration (RDII) percentages. Based on this investigation, Basin 6 was recommended for future micromonitoring to isolate and identify significant I&I sources.

Basin 6 will be divided into smaller sub-basins where flow data will be recorded using the micromonitors. Wet weather flow data will be evaluated to determine whether significant I&I defects may be present in the collection system based on the flow response to a rain event. Sub-basins with a high potential for I&I defects will be recommended for future SSES activities and/or more precise flow monitoring.

The proposed scope of work is divided into specific tasks for completing data collection, field investigations, and conceptual design. The proposed task breakdowns are as follows:

- Task 100 – Project Management
- Task 200 – Data collection
- Task 300 – Micromonitoring Implementation

Presented next is the detailed description of work to be performed as part of each specific task.

Scope of Services

TASK 100 – PROJECT MANAGEMENT

1. Project Administration and Meetings

ENGINEER will provide management functions to successfully complete the work associated with the Scope of Services, including project correspondence with the CLIENT; consultation with the CLIENT's staff; supervision and coordination of the Services and sub-consultants; implementation of a workflow plan; scheduling and assignment of personnel resources and continuous monitoring of work progress; quality control reviews; and invoicing on a monthly basis for the work performed. The following meetings are anticipated to be conducted virtually.

- a. One (1) meeting to kick-off project;
- b. One (1) progress meeting after the first monitoring period
- c. One (1) review meeting to discuss project findings

TASK 200 – DATA COLLECTION AND EVALUATION

1. Review Existing Reports, Data and Operational Information

Services under this task will consist of reviewing GIS and historical operations data to better understand the condition of the system and help identify potential sources of I&I. The ENGINEER will prepare and submit a list of data needs (including GIS data, SSES investigations and work order histories), if the information has not already been provided.

Review will include (at a minimum):

- a. System GIS data
- b. Historical water consumption records
- c. SSES reports documenting I/I related defects that have been located in the collection system.
- d. Work order histories
- e. SSO history
- f. Available permanent flow meter data

ENGINEER will use the data collected during this task to identify and prioritize micromonitoring locations and characterize the monitoring basins.

Deliverable: Data review memo (including flow meter locations)

TASK 300 – MICROMONITORING PROGRAM IMPLEMENTATION

Task will consist of evaluating a target basin that has been identified as susceptible to I&I based on indicators such as sewer flow peaking factor and Rainfall Derived Inflow and Infiltration (RDII). The collection system will be evaluated to identify up to **24** micromonitoring locations throughout the target basin. The micromonitoring program will be implemented over two months with each location having a monitoring period of approximately one month.

Upon City approval of flow monitoring locations, micromonitors will be deployed in the system. Micromonitor location sites will be visited every two weeks by local ENGINEER staff to collect flow data and perform regular maintenance. It is intended that City staff may join Engineer to assist with maintenance activities. Micromonitors will remain in place until a significant rain event (greater than half an inch) has occurred. Micromonitor flow data will be evaluated and a technical memorandum provided to document the flow monitoring period.

It is assumed that City staff will assist with the installation of micromonitors to serve as a training opportunity and reduce the number of Engineer staff required.

Deliverable: Flow monitoring memo

ADDITIONAL SERVICES

Stantec may provide out-of-scope services as requested by CLIENT. When the need for such services is identified, ENGINEER will prepare a written Task Order identifying the scope, fee, and schedule of the requested additional services; and submit a Task Order to CLIENT for approval. These additional services can be performed upon receipt of written authorization from CLIENT.

SCHEDULE OF DELIVERABLES

Stantec will proceed with work under this task order upon receiving a signed Agreement from the CLIENT. Receipt of Signed Agreement will constitute Notice to Proceed from the CLIENT to Engineer. We propose to complete the Scope of Work in approximately 5 months, depending on the scheduling of site visits, meetings, and adequate rainfall. Our proposed schedule is generally as follows:

Task 1	Project Management and Administration	On-going
Task 2	Data Collection and Evaluation	1 Months
Task 3	Micromonitoring Program Implementation	4 Months

FEE PROPOSAL

Final fees will be based on the 2018 US Billing Rate Table (included in on-call agreement for professional services dated 10/3/2018) and actual quantities of work performed, plus expenses at a 1.0 multiplier, for a not-to-exceed fee of \$84,304.00 with breakdown as follows. Monthly invoices will be submitted from project execution to completion.

Task	Budget
1. Project Management	\$9,668.00
2. Data Collection	\$5,294.00
3. Micromonitoring Program Implementation	\$69,342.00
Total Budget	\$84,304.00

ASSUMPTIONS/EXCLUSIONS

1. Micromonitoring will be conducted in one basin (Basin #6) as indicated in Figure 1 (Attached). Figure 1 identifies 12 initial micromonitoring locations that will be evaluated during the first phase of this project. These locations may be revised based on input from the data collection task. Future locations will be selected based on the results of the first phase of monitoring.
2. Manholes designated for monitoring have been located and are accessible;
3. Manholes designated for monitoring are generally situated in locations that do not require traffic control beyond what can be safely completed with a two-person field crew;

4. Micromonitors are designated for locations with 6-inch, 8-inch, 10-inch or 12-inch pipes only;
5. Adequate rainfall will occur in the two months noted for micromonitoring. Additional fees may be needed if adequate rainfall does not occur within three months.
6. City will provide one (1) staff person to facilitate micromonitoring installation and relocations over the course of the project. If additional personnel are needed for safe traffic control, City will provide said personnel.
7. Permanent flow meters (specifically terminal flow meters for Basins 5 and 6) will be operational during study.

No additional work will be performed which would cause the estimated fee to be exceeded without your prior approval. The scope of work presented herein is based on our understanding of the project at this time. If necessary, we are receptive to altering our scope of work to better suit your needs.

Regards,

Stantec Consulting Services Inc.



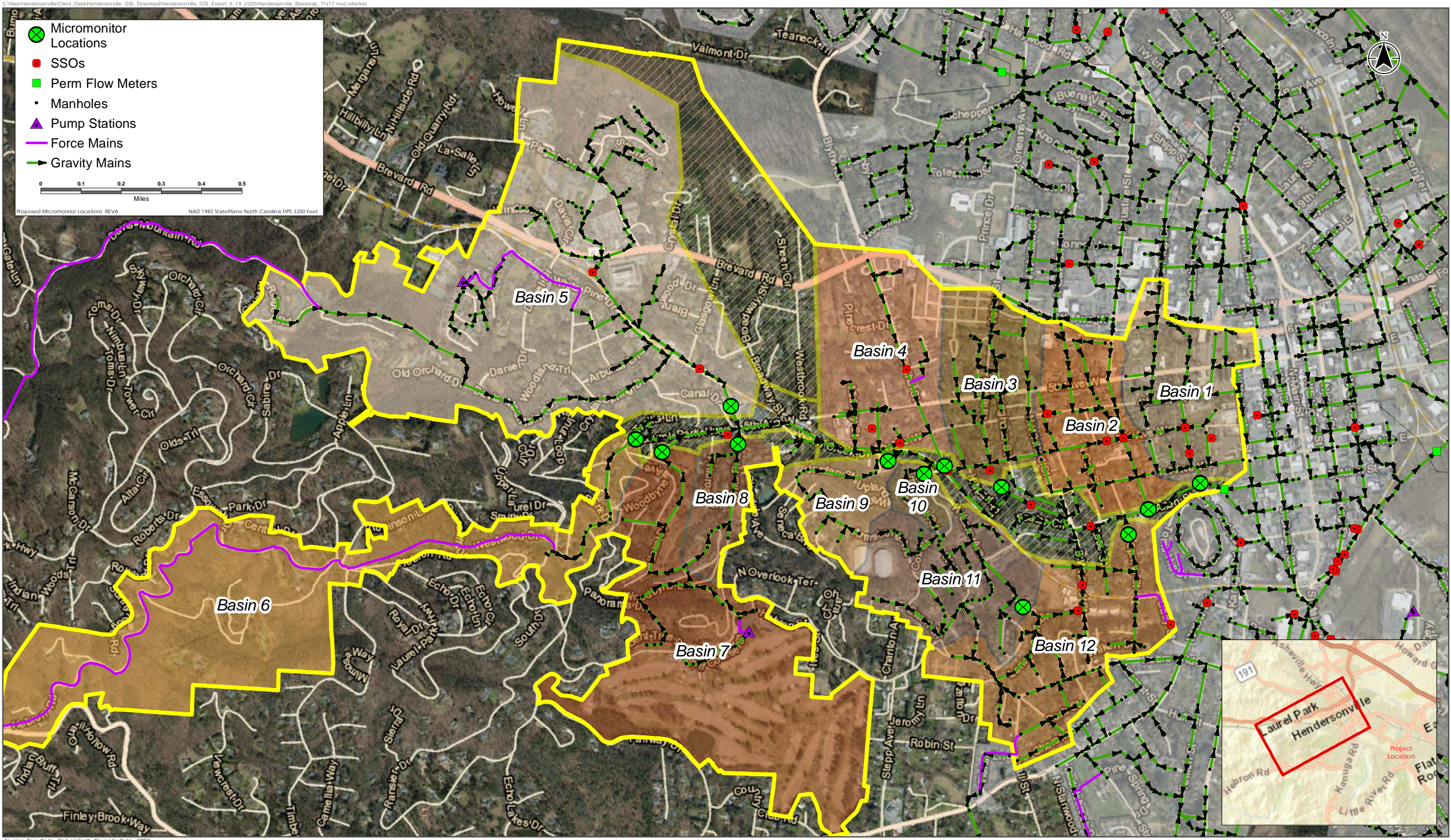
Nicholas Dierkes PE
Associate/Project Manager

Phone: 828-449-1930

Email: Nicholas.Dierkes@stantec.com

Attachment: Figure 1 – Proposed Micromonitoring Locations

c. file



Proposed Micromonitor Locations



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 7-16-2020

Presenter: Susan G. Frady, Development Asst Director

Title of Item: Special Event - Stand T.A.L.L. - Back The Blue Street Festival

Nature of Item: Council Action

Council Meeting Date:

Summary of Information/Request:

Item # 5F

Stand T.A.L.L. - Back The Blue Street Festival

This event will be held on Saturday, September 5, 2020 from 4 P.M. - 8 P.M. The event will be held on Seventh Avenue between Marco's and Daddy D's. Maple Street will be left open. There will be no vendors. The local eateries and breweries will provide the food and drink. This festival is to give the citizens of the community the opportunity to show their support for law enforcement. This event will be held contingent upon COVID-19 regulations at the time of the event.

The Special Events Committee voted unanimously to approve this event.

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

Suggested Motion:

I move City Council resolve to approve the special event permit for the Stand T.A.L.L. - Back The Blue Street Festival.

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Steurer

Department: Utilities

Date Submitted: 7/28/2020

Presenter: Lee Smith

Title of Item: North Fork Reservoir Dredging: Envir. Permitting and Sediment Release Study

Nature of Item: Council Action

Council Meeting Date: August 6, 2020

Summary of Information/Request:

Item # 5G

North Fork Reservoir Dredging: Environmental Permitting and Sediment Release Study

The City intends to dredge its North Fork Reservoir, one of the City's existing three water supply sources, located within the Pisgah National Forest in the summer/fall of 2021. On average, the City draws approximately 2 million gallons of water per day from this source. Over the years, sediment has accumulated in the reservoir, reducing storage capacity and inhibiting flow to the intake structure.

Environmental Permitting Services are required before the dredging work to satisfy requirements from several state and federal agencies including the US Army Corps of Engineers, US Forest Service, NC Division of Water Resources, NC Wildlife Resource Commission, and US Fish and Wildlife Service. In addition, for the long term best management and operation of the water supply source/reservoir, the City wishes to perform a Sediment Release Study. This Study, in accordance with US Army Corps of Engineers guidance, will analyze the current hydraulic conditions of the reservoir and recommend a management plan for sediment release operations to promote sediment movement through the reservoir and dam while achieving de minimis impacts downstream. This management plan will provide the City a guide to sustainably operate the North Fork Reservoir with the goal of prolonging or eliminating future dredging projects.

Staff is requesting Council to allow the City Manager to execute professional service agreements with ClearWater Environmental Consultants and Jennings Environmental to perform these services.

Budget Impact: \$ 58,600 Is this expenditure approved in the current fiscal year budget? ☐ N/A If no, describe how it will be funded.

There are funds set aside for this project as part of a Capital Project Ordinance.

Suggested Motion:

I move to authorize the City manager to execute professional service agreements for environmental permitting and sediment release study for the North Fork Reservoir Dredging Project.

Attachments:

Proposal for Environmental Services - ClearWater Environmental Consultants

Proposal: Sediment Release Study for North Fork Reservoir - Jennings Environmental



ClearWater Environmental Consultants, Inc.
www.cwenv.com

July 28, 2020

Mr. Lee Smith
Hendersonville Water and Sewer
Utilities Director
305 Williams St.
Hendersonville, NC 28792

**Re: Proposal for Environmental Services
North Fork Hendersonville Reservoir
Henderson County, North Carolina**

Dear Lee:

ClearWater Environmental Consultants, Inc. (CEC) appreciates the opportunity to submit this proposal regarding environmental consulting services associated with the proposed dredging of the North Fork Hendersonville Reservoir in Henderson County. ClearWater Environmental Consultants, Inc. believes that the following tasks will be required.

Task 1 Pre-Application Meeting

CEC will organize a pre-application meeting with the US Forest Service, US Army Corps of Engineers, NC Division of Water Resources, NC Wildlife Resources Commission, and US fish and Wildlife Service to present and review the proposed project proposal. CEC proposes to complete this task on a time and expense basis estimated at three thousand (\$3,000.00) dollars at our standard rates as described below.

Task 2 Wetland/Stream Delineation

CEC proposes to complete a comprehensive delineation of jurisdictional wetlands and Waters of the United States within the referenced tract (the reservoir, diversion channel, and temporary dewatered channel). This task will include the identification and field demarcation of wetlands and streams. The areas on the site that meet the wetland/Waters of the U.S. parameters will be flagged with plastic surveyor's tape. This information is essential for the USFS and the Corps of Engineers permit. CEC proposes to complete this task on a time and expense basis estimated at three thousand (\$3,000.00) dollars at our standard rates as described below.

During field studies, wetland limits/stream origins will be located using a sub-meter Trimble Geo XT GPS mapping grade unit. Several known points (i.e., property corners) will also be located to provide for accurate referencing. Upon collection and subsequent differential correction, CEC will provide a digital file of the data points to your engineer/surveyor/planner to be plotted on the site base map. This information is available for import into a G.I.S. or AutoCAD drawing. If required, this task includes one meeting with the engineer/surveyor to finalize the wetland/stream drawing. Please note that due to terrain and vegetative cover, GPS accuracy may not meet the advertised accuracy. This GPS mapping grade data is typically sufficient for corps verification and permitting, however, should the client wish to convert the GPS wetland/stream locations to a recordable format, services of a registered land surveyor will be required.

Task 3 Agency Coordination

CEC will prepare a Jurisdictional Determination request for submittal to the U.S. Army Corps of Engineers (USACE) and provide ongoing coordination in order to acquire written verification of the jurisdictional limits on the subject property. CEC will accompany the USACE to the site during the verification visit. CEC proposes to complete this task on a time and expense basis estimated at one thousand four hundred (\$1,400) dollars at our standard rates as described below.

Task 4 Preliminary Threatened and Endangered Species Survey

ClearWater Environmental Consultants, Inc. will complete a preliminary Threatened and Endangered Species survey within the referenced project area which consists of a literature search and on-site habitat assessment to determine the likelihood of the presence or absence of protected species on the project site. ClearWater Environmental Consultants, Inc. will conduct the survey as follows:

Protected species data from the North Carolina Department of Environment and Natural Resources, the U.S. Fish and Wildlife Service (FWS), and U.S. Forest Service (USFS) will be solicited. Interviews with cognizant individuals from these agencies may be conducted to gather existing data on endangered or threatened animal and plant species occurring or those potentially occurring on the subject tract. Habitat data (vegetation and soils descriptions) will be compiled for the project site. Within habitats considered suitable for the occurrence of a particular endangered or threatened species, a cursory pedestrian survey will be performed to ascertain the likelihood of occurrence of the protected plant or animal.

For those protected species that potentially occur in the area (i.e., suitable habitat is present on site) and that may be readily detectable during the time of

the survey (eg., migratory birds in the fall but not spring -flowering plants), ClearWater Environmental Consultants, Inc. will provide a statement concerning the likelihood of the species' occurrence on the project site based on available data and habitat observations.

CEC will submit a proposal to conduct this study after the SF-299 permit review and comments or requests by the US Forest Service.

Task 5 Cultural Resources

As part of the NEPA process and Section 404 permitting process, the US Forest Service and/or N.C. Department of Cultural Resources could require that a survey be conducted to determine the presence of significant cultural and/or historical resources. If a cultural resources study is required, ClearWater Environmental Consultants, Inc. recommends that you contact Brockington and Associates or TRC regarding the cost and timing of such a study. ClearWater Environmental Consultants, Inc. has worked with both groups in western North Carolina and is available to assist in obtaining cost proposals, if requested. A proposal should be obtained after the SF-299 permit review and comments or requests by the US Forest Service.

Task 6 SF-299 Application

CEC will assist in preparation and submitting the SF-299 application form to the USFS. This task includes preparation of the permit application, and attendance at regulatory meetings. If it appears that additional effort may be required because of special or unusual circumstances or agency requests, CEC will coordinate with you regarding any additional costs. CEC proposes to complete this permitting task on a time and expense basis estimated at eight thousand (\$8,000.00) dollars at our standard rates as described below.

Task 7 Corps of Engineers Permitting

CEC will assist in obtaining the Nationwide Permit 3 (maintenance), 33 (temporary impact) and 39 (institutional development) from the U.S. Army Corps of Engineers to place temporary fill material in jurisdictional waters wetlands/stream for diversion of North Fork Hendersonville Reservoir during dredging operation and maintenance/repair of the gate valve. The total impact is expected to be less than 300 linear feet of stream and or less than 0.50 acres of wetlands.

This task includes preparation of the permit application, and attendance at regulatory meetings. CEC will serve as a liaison between the applicant and the state and federal regulatory agencies during the permitting process until a final decision is rendered. CEC proposes to complete this permitting task on a time

and expense basis estimated at seven thousand two hundred (\$7,200.00) dollars at our standard rates as described below.

Task 8 Categorical Exclusion

ClearWater Environmental Consultants, Inc. will complete documentation in accordance with the US Forest Service's requirements sufficient to support a categorical exclusion determination. This task includes preparation of the CATEX, attendance at regulatory meetings, and identification of appropriate mitigative measures. CEC will serve as a liaison between the applicant and the regulatory agencies during the CATEX process until an initial decision is reached and USFS concurs that the CATEX criteria are met or a request by USFS to conduct an Environmental Assessment (EA) or Environmental Impact Statement (EIS). This task does not include the preparation of an EA or EIS. If it appears that additional effort may be required because of exceptional circumstances or agency requests, CEC will coordinate with you regarding any additional costs. ClearWater Environmental Consultants, Inc. will propose to complete this CATEX following the USFS review and response the FS-299 application.

Task 9 Meetings and Additional Services

Clearwater Environmental, Inc. personnel will attend meetings as required by you to discuss this project and matters related to environmental permitting. This task includes additional services outside the scope of the above-detailed tasks as requested by you or your authorized representatives. Services provided by CEC under Task 9 will be billed on a time and expense basis at ClearWater Environmental Consultants, Inc. standard rates listed below.

Principal	- \$140.00 per hour
Project Manager	- \$110.00 per hour
Project Biologist	- \$90.00 per hour
Administrative	- \$25.00 per hour

Please be aware that this price *does not* include costs incurred for any engineering, erosions control plans, mitigation, endangered species surveys, NEPA analysis, archeology, NC DWR permit fees (\$240-\$570), dredging, or registered land surveyor services.

ClearWater Environmental Consultants, Inc. will execute the work for this project in a professional and timely manner. In turn, ClearWater Environmental Consultants, Inc. expects payment to be made as follows:

Mr. Lee Smith
July 28, 2020
Page 5 of 5

Payment will be considered overdue after thirty (30) days from the date of the invoice and 1.5% interest per month is automatically added. If this payment arrangement is not adhered to, all work will cease until payment is received.

Either the Client or ClearWater Environmental Consultants, Inc. may terminate this Agreement at any time with or without cause upon giving the other party three (3) calendar days prior written notice. The Client shall within fifteen (15) calendar days of termination pay ClearWater Environmental Consultants, Inc. for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract. This proposal is valid until December 31, 2020.

ClearWater Environmental Consultants, Inc. does not guarantee the issuance of any permit or approval. Please sign this original agreement and return to ClearWater Environmental Consultants, Inc. as an act of acceptance and notification for us to begin work. Please do not hesitate to contact me at (828) 698-9800 if you have any questions or comments regarding the proposed scope of services.

Sincerely,



R. Clement Riddle, P.W.S.
Principal

The prices, specifications, and conditions of this proposal are satisfactory and are hereby accepted. The undersigned is the owner or has permission from the owner to authorize ClearWater Environmental Consultants, Inc, to complete the work specified in this proposal and has the necessary authority to grant ClearWater Environmental Consultants, Inc, access to the subject property to complete any and all studies or investigations and make any necessary submittals or applications to complete this work. Please sign this original agreement and return to ClearWater Environmental Consultants, Inc., as an act of acceptance and notification for ClearWater Environmental Consultants, Inc. to begin work. Payment will be made as outlined above.

DATE:

ACCEPTED BY:

PRINTED NAME:

BILLING ADDRESS:



www.jenningsenv.com
7 Samuel Ashe Drive, Asheville, NC 28805
greg@jenningsenv.com
919-600-4790

PROPOSAL: Sediment Release Study for North Fork Reservoir

Prepared for: City of Hendersonville, NC

Prepared by: Jennings Environmental PLLC
Greg Jennings, PhD, PE, President

Date: July 18, 2020

This Proposal describes tasks and fees to complete a technical study in support of a sediment release program for the North Fork Reservoir managed for water supply by the City of Hendersonville, NC. Results will be used in communications with the United States Army Corps of Engineers in reference to Regulatory Guidance Letter (RGL) No. 05-04 dated August 19, 2005 with the subject: *"Guidance on the Discharge of Sediments From or Through a Dam and the Breaching of Dams, for Purposes of Section 404 of the Clean Water Act and Section 10 of the Rivers and Harbors Act of 1899."* This guidance applies to releases of water and water-carried sediment that may result in transportation, reduction, or elimination of bottom sediment accumulations from or through dams.

RGL No. 05-04 states on page 4 that "Activities that are not usually considered regulated discharges of dredged material and do not require DA permits include actions such as ... releases during times of high water or flood stages for purposes of passing flood waters through the dam; and the lowering of lake or pond levels that results in the release of only *de minimis* amounts of sediment." RGL No. 05-04 further states that "When evaluating whether any discharge is *de minimis*, ... factors in this consideration should include the time of year and normal seasonality of high volume flows, the size of incoming and outgoing stream/river and the intended release volume, the natural hydrograph of the system, the speed of the drawdown, the normal amount of sediment in the watershed, and the potential for environmental harm."

The proposed technical study report will include these sections:

1. Hydrology and Sediment Modeling Analysis
2. Downstream River Morphology Analysis
3. Management Plan for Sediment Release

Section 1 on Hydrology and Sediment Modeling Analysis will describe estimated dam outflow and sediment release rates that simulate natural rates expected for a range of watershed flow return

periods. Results will be used to estimate the appropriate hydraulic discharges from the bottom discharge gate that will result in *de minimis* impacts downstream. Sediment availability in the lake will be estimated using information from a separate bathymetry study to determine the appropriate sediment discharge rates from the lake to the downstream river that will approximate natural sediment transport rates if the dam did not exist.

Section 2 on Downstream River Morphology Analysis will include field measurements of stream cross-sections located within 1,000 linear feet downstream of the dam. These stream cross-sections will serve as the basis for assessing future impacts of sediment releases from the reservoir. Cross-section data will document stream morphology and substrate composition in the channel.

Section 3 on Management Plan for Sediment Release will specify sediment release operations to promote sediment movement down valley within the lake, release sediment through the dam while achieving *de minimis* sediment impacts, and provide low-flow cold-water bottom discharge through the dam. The management plan will include these components to achieve the City's objectives while maintaining optimal ecological conditions in the watershed:

1. Continuous low-flow cold-water bottom release adjusted to maintain full pond elevation
2. Storm event flushing releases for short durations during infrequent storm events
3. Provisions of compliance by the US Army Corps of Engineers, expected to include:
 - Performance of routine inspections and maintenance activities to ensure the bottoms and upper dam gates are fully functional, free of occlusions, and are in operational condition.
 - Visual observations for turbidity and sediment impacts downstream.
 - Maintenance of a minimum streamflow while the lake refills following drawdown.
 - Continuous minimum cold-water release rate.

SCHEDULE: Following authorization, the work will be completed on this schedule:

90 days: Preliminary Report for review by client and USFS

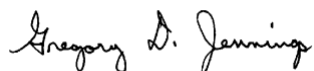
120 days: Preliminary Report to submit to USACE, NCDWR, NCWRC, and other agencies

150 days: Response to agency comments

180 days: Final Report

FEE: Work effort will be charged at \$200 per hour, with a not-to-exceed total fee of \$36,000.

Respectfully Submitted,



Gregory D. Jennings, PhD, PE
President, Jennings Environmental PLLC



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Jennifer Harrell

Department: Admin

Date Submitted: 07/21/2020

Presenter: Jennifer Harrell

Title of Item: COVID-19 Positive Test Policy

Nature of Item: Council Action

Council Meeting Date: 08/06/2020

Summary of Information/Request:

Item # 5H

Staff has determined the COVID-19 Positive Test Policy needs to be revised to reflect CDC guidelines.


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

Suggested Motion:

I move City Council resolve to adopt the COVID-19 Positive Test Policy as presented.

Attachments:

COVID-19 Positive Test Policy

	CITY OF HENDERSONVILLE		
Policy Name:	COVID-19 Positive Test	Date Approved:	July 20, 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 ten (10) days since the onset of symptoms; **and**,
 - At least 3 days (72 hours) have passed since recovery defined as resolution of fever without the use of fever-reducing medications; **and**,
 - Improvement in respiratory symptoms (e.g., cough, shortness of breath); **and**,
 - Other symptoms are improved;
- 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.

An employee who test positive for COVID-19 may use up to 80 hours of City Administrative Sick Leave and up to 80 hours of Emergency Paid Sick Leave if needed, 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 should follow the guidelines below.
 - Watch for symptoms including fever and chills, cough, shortness of breath, fatigue, muscle or body aches, headache, loss of taste or smell.
 - If you begin feeling ill, stay home and contact your supervisor.
 - Wear a face covering at all times while in the workplace for 14 days after last exposure.
 - Maintain six (6) feet and practice social distancing as work duties permit.

	CITY OF HENDERSONVILLE		
Policy Name:	COVID-19 Positive Test	Date Approved:	July 20, 2020

Approved by:

John F. Connet, City Manager

7-20-20
Date

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



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Steurer

Department: Utilities

Date Submitted: 7/28/2020

Presenter: Lee Smith

Title of Item: Ewart Hill Reservoir Lining Engineering and Quality Assurance Services Amendment

Nature of Item: Council Action

Council Meeting Date: August 6, 2020

Summary of Information/Request:

Item # 51

Ewart Hill Reservoir Lining Engineering and Quality Assurance Services

The City operates two 5-million gallon covered concrete water storage reservoirs as its main finished water storage. The eastern reservoir, originally constructed in the 1950s, leaks intermittently and as such, has not been in operation for several years. Over the years the City has performed various indeterminate studies in an attempt to pinpoint the leak(s) in the reservoir. In order to address the intermittent leaking and return the eastern reservoir to service to provide additional storage and redundancy, the City is pursuing a project to line the reservoir with a flexible membrane liner (FML).

S&ME, Inc., one of the City's on-call engineering consultants, has provided a proposal to prepare construction documents for the lining project consisting of plans, specifications, and a construction quality assurance plan. S&ME will also perform construction support including construction quality assurance testing to ensure the liner system is installed in accordance to the plans and specifications.

Staff is requesting Council to allow the City Manager to execute an amendment to the City's on-call engineering agreement with S&ME, Inc. to perform these services.

Budget Impact: \$ 92,500 Is this expenditure approved in the current fiscal year budget? ☐ N/A If no, describe how it will be funded.

There are funds set aside for this project as part of a Capital Project Ordinance.

Suggested Motion:

I move to authorize the City manager to execute an amendment to the City's on-call engineering services agreement with S&ME, Inc. for engineering and quality assurance services for the Ewart Reservoir Lining Project.

Attachments:

S&ME Proposal: Reservoir Lining Construction Documents and Construction Support Services
Ewart Hill Reservoir

July 8, 2020
Revised July 24, 2020

City of Hendersonville
305 Williams Street
Hendersonville, NC

Attention: Mr. Adam Steurer, P.E.

Reference: **Reservoir Lining Construction Documents and Construction Support Services
Ewart Hill Reservoir**
Hendersonville, NC
S&ME Proposal No. 15-200179 (Rev. 1)

Dear Mr. Steurer:

S&ME, Inc. (S&ME) has extensive professional experience in lined water and waste management facilities. We are pleased to have the opportunity to submit this proposal to prepare construction documents supporting the east reservoir tank lining project and provide construction support services at the Ewart Hill Reservoir. This proposal describes our understanding of the project, discusses the intended scope of services, outlines our deliverables schedule and presents the associated compensation for our services. This proposal has been updated following our July 20, 2020 conference call.

1.0 Background

The City of Hendersonville's Ewart Hill Reservoir is located at 425 Armstrong Avenue in Hendersonville, NC and consists of two 5-million gallon covered concrete-lined reservoirs. It has been documented that the eastern reservoir leaks intermittently, which sometimes occurred with as little as 3 feet of water. The reservoir has not been filled for at least several years. The concrete reservoir was originally constructed without a cover in the mid-1950s, and we understand that the interior concrete was sealed with a polyurea product within the past 15 to 20 years. The sealant product appears to be in mostly good condition; however, some isolated 1- to 3-inch diameter coverage gaps were present at a few locations. No observable distress to the concrete floor/panels had been observed or reported. In addition, the City of Hendersonville commissioned pressure testing of the interior piping which indicated that pipe leaks were not occurring.

S&ME conducted a Ground Penetrating Radar (GPR) survey in 2019 to evaluate a potential cause of the leaking in the eastern reservoir. The GPR results, presented in our August 9, 2019 report, identified possible voids were beneath the reservoir slab.

In order to address the intermittent leaking and return the eastern reservoir to service, the City is pursuing a project to line the reservoir with a flexible membrane liner (FML). This proposal provides a proposed scope of work, as detailed in the following section, to prepare construction documents for the lining project consisting of plans, specifications, and a construction quality assurance plan. Construction support including Construction

Quality Assurance testing during construction has also been included in the Scope of Work. S&ME understands approval of the construction documents from NCDEQ, Water Resources Division, Public Water Supply Section would be required prior to construction.

2.0 Scope of Work

2.1 Engineering Plans

S&ME will prepare engineering plans to install an FML over the concrete surface in the east reservoir. Based on our preliminary discussions with the City, 40-mil PVC or 45-mil reinforced polypropylene appears most suitable for the application considering certification requirements from the National Sanitation Foundation (NSF-61). However, as part of the design process, S&ME will evaluate common liner materials for applicability to both the intended use and in regard to drinking water standards. S&ME has budgeted for one site visit by the Design Engineer during this task.

We anticipate the drawing set will consist of 6 to 8 plan sheets and will likely include the following drawings:

- Cover Sheet
- General Site Plan
- Liner Installation Plan
- Liner Installation Details (2 sheets)
- Pipe Rehabilitation Details
- Leak Monitoring System, if feasible (1-2 sheets)

FML panels would be seamed together to create the liner system. Large prefabricated panels are not anticipated due to the limited equipment access inside the reservoir and total number of interior columns. Therefore, a high quality survey of the reservoir interior is not expected to be needed, and the reservoir plan included in the 2001 improvements project will be used for the primary plan view. Details such as liner termination options and pipe boots will be presented on the Liner Installation Plan.

If desired by the City, a leak monitoring system could be incorporated into the plans. A leak monitoring system would entail installing a sump or isolated area near the drain inlet and placing a transducer to monitor leakage, installing a submersible pump, or possibly installing a separate outlet pipe through the drainage pipe to an observation area. S&ME and the City will discuss whether or not this is incorporated at a later time.

S&ME will develop specifications and plan details for rehabilitation of several 16- to 20-inch diameter cast iron water and drain lines which run beneath the reservoir, totaling approximately 600 linear feet. S&ME, in coordination with the City, will evaluate suitable rehabilitation methods, such as slip-lining, cured-in-place pipe (CIPP), and close-fit pipe.

2.2 Project Manual

S&ME will prepare a Project Manual as a companion document to the engineering plans. The Project Manual will contain the following:

- Description of Work and Reservoir Photos
- Bid Form
- Technical Specifications
- Construction Quality Assurance Plan

The Project Manual will not contain typical contract language, such as 'Front End' documents, as we assume the City will coordinate this portion of the work. If requested, S&ME can provide the above-listed documents as separate files for the City to include in a different format.

2.3 NCDEQ Application for Approval

S&ME will prepare and submit the NCDEQ, Division of Water Resources, Public Water Supply Section's 'Application for Approval of Engineering Plans and Specifications for Water Supply Systems' (Form DEQ-2136 – Revised 06/26/19). Our fees include the \$75 application fee.

2.4 Bid and Construction Support

S&ME will provide bid support and construction administration support as well as engineering and field Construction Quality Assurance. A summary of each of these services is provided below.

2.4.1 *Bid Support*

Our services during bid and award include attending the pre-bid meeting and responding to Contractors' Requests for Information (RFI's). S&ME's Project Manager and Design Engineer will attend the pre-bid meeting. We assume that the City will run the meeting and address the contracting aspects of the project. Our staff would respond to contractor design-related questions. Additionally, S&ME will review the technical aspects of the Contractor Bids. We understand the City would likely use an online bidding site to host the bid opening.

S&ME will provide written responses to contractor RFI's submitted during the bidding process. Our responses would include questions from the pre-bid meeting and other questions submitted through the due date of the bid event. The intent of the RFI responses would be to clarify the requirements of the drawings and technical specifications.

2.4.2 *Field Construction Quality Assurance*

S&ME will provide field personnel qualified to observe and document all aspects of construction, notably the installation of the flexible membrane liner. Each day on-site construction observation and testing are performed, a Daily Observation Report (DOR) will be prepared. The DOR will include a written summary of observations and tests results and include formal documentation of the testing results. If any element of the construction is

determined to be deficient, the Contractor and the City would be verbally notified, and notations would be included in the DOR. The DOR's would be provided to the City on a weekly basis.

S&ME field personnel will observe and document trial seaming for each seamer prior to each shift. S&ME field personnel will also coordinate destructive testing of the FML liner seams to ensure strength and integrity. At the present time, the principal destructive tests of seams involve strategic sampling and testing of the seams in accordance with standard ASTM methods for seam strength in shear and peel modes (typically one destruct test per 500 linear feet of seaming). S&ME will identify locations for the Contractor to collect the samples. S&ME will then ship the samples to a qualified geosynthetics laboratory for testing and prepare a testing summary. Note, the Contractor will be responsible for non-destructive testing along the entire length of the field seams in accordance with the CQA Plan. S&ME field personnel would observe and document the non-destructive testing.

The fee quoted in this proposal for on-site observations allow for 1 person full time during the duration of the project through substantial completion. Based on preliminary discussion with an FML installation contractor, we believe a 3 to 4 week construction schedule would be needed to complete the project. For our field budget, we have assumed a construction schedule of three weeks with six 10-hour days (Monday through Saturday) and one normal 40-hour week. If the contractor's actual work requires extended hours, we may need to modify our fee to allow for additional overtime. Additionally, if the actual construction requires more than the level of effort described above, we would request a modification of scope and fee.

2.4.3 Engineering Support & Construction Administration

A Professional Engineer registered in North Carolina will serve as S&ME's CQA Engineer and will provide or oversee the Engineering Support and Field CQA services throughout the duration of construction. Our budget allows for 3 site visits by the CQA Engineer, generally intended for the Preconstruction Meeting, one Progress Meeting including direct observation of some of the work, and a final walk-through for punch list check.

Conformance Testing

Prior to delivery of the geosynthetic materials for the liner system, S&ME will coordinate the conformance testing in accordance with the CQA Plan. This task generally involves coordinating shipment of samples of the geosynthetic materials to a qualified laboratory for testing, payment to the testing laboratory, and reporting of the test results. Conformance testing for the geomembrane typically includes the following properties: thickness, asperity height, tensile properties, tear resistance, and puncture resistance.

Construction Administration

Construction Administration and general construction support provided by S&ME would include tasks such as:

- Responding to contractors' requests for information related to design intent;
- Review of contractor submittals;
- Review of contractor provided data regarding equivalency of proposed materials substitutions;
- Review of contractor provided documents/calculations of quantities for purpose of payment;
- Responding to technical questions;
- Assist in the resolution of problems which arise during construction; and,

- Observe the overall compliance with the contract documents.
- Formal tracking and coordination of project submittals, RFIs, change orders, schedule, and Contractor's invoicing.

S&ME will review and recommend acceptance or recommend other appropriate action on Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit. Our reviews are only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the Work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S&ME's review will be conducted with reasonable promptness while allowing sufficient time in our judgment to permit adequate review. Review of a specific item will not indicate that we have reviewed the entire assembly of which the item is a component. S&ME will not be responsible for any deviations from the Construction Documents not brought to our attention in writing by the Contractor. S&ME will not be required to review partial submissions or those for which submissions of correlated items have not been received.

S&ME will review documentation provided by the Contractor in support of the quantities listed on Pay Requests. We would provide a recommendation to the City to either accept the quantities or request additional support from the Contractor. Due to the relatively short construction duration and limited number of construction tasks, S&ME does not intend to set up and host Construction Administration-related information on a cloud-based Construction Software system.

Documentation Report

S&ME will prepare a documentation report to memorialize the as-built conditions. The report will include a narrative summary of each major construction item. Supporting documentation for the report will include the following information:

- Product data (from Contractor submittals);
- S&ME Daily Observation Reports;
- Construction photos;
- FML conformance testing results;
- FML field destruct seam testing results;
- Contractor as-built liner panel installation plan; and,
- Record Drawings.

S&ME will submit electronic copies (pdf) of the draft report to the City for review. Upon receipt of the City's review comments, S&ME will finalize an electronic copy of the Documentation Report. If requested by the City or required for approval for certification, S&ME will prepare and deliver hard copies of the report

3.0 Excluded Services

Without attempting to be a complete list or description of all services or potential services that are excluded from this proposal and performed by S&ME, the following services are specifically excluded from this proposal:

- Environmental testing services including water, groundwater, and sludge sampling;
- Site/Topographic Surveying;
- Geotechnical exploration;
- Permitting other than submitting the NCDEQ Application for Approval;
- Review of Contractor's proposed design changes beyond simple material substitutions.

S&ME can provide these services under a separate scope of work if requested.

4.0 Client Responsibilities

The scope of services, fees, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

1. Provide written authorization to proceed;
2. Provide access to the site; and
3. Provide additional historic plans, if available.

5.0 Schedule

Our schedule is dependent upon your completion of those items provided under client responsibilities. S&ME is prepared to initiate our services upon receipt of written authorization.

Based on our present schedule, we estimate that a draft set of the engineering plans and project manual can be submitted to the City for review within 6 weeks. We estimate the 'Issued for NCDEQ Review and Approval' plan set can be completed within 1 week of receiving review comments on the Draft deliverables. The final Issued for Construction Plans and Project Manual can be completed within 2 weeks following receipt of NCDEQ review comments.

6.0 Compensation

We will perform the scope of work presented above for the following fees:

Task	Compensation
Engineering Plans, Project Manual, NCDEQ Review	Estimate (Time and Materials) - \$38,000
Bid and Construction Support	Estimate (Time and Materials) - \$54,500

Invoices will be submitted on a monthly basis. The fee and schedule quoted in this proposal are valid for a period of 6 months after the submittal date. After that time, S&ME reserves the right to modify the fee and schedule, as necessary. All invoices, upon presentation, are due and payable by the client within 30 days of receipt.

Unexpected conditions encountered during design and construction may suggest the need for additional work. We will not, however, undertake any such work or exceed the authorized total fees without first contacting the City and discussing the conditions being encountered, submitting an estimate of additional costs, and then receiving formal authorization from your office

7.0 Proposal Use

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.

8.0 Authorization

Upon receipt of written authorization, S&ME will provide our services in accordance with the terms and conditions of the On-Call Professional Services Agreement between the City of Hendersonville and S&ME. If this proposal is transmitted to you via email, and if you elect to accept this proposal by email, your reply email acceptance will serve as your representation to S&ME that you have reviewed the proposal and hereby accept the terms and conditions.

9.0 Closure

S&ME appreciates the opportunity to submit this proposal to provide professional services for this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.



Michael T. Romanello, P.E.
Project Engineer



Matthew H. McCurdy, P.E.
Principal Engineer

Senior reviewed by Chris Stahl, P.E. – Area Manager/Vice President



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Lew Holloway

Department: Downtown

Date Submitted: 7/27/2020

Presenter: Bryan Gertz

Title of Item: Intern Report: Hendersonville Farmer's Market - Initial Successes & Future Potential

Nature of Item: Presentation Only

Council Meeting Date: 08/06/2020

Summary of Information/Request:

Item # 6B

Bryan will share some early take aways from the newly established Hendersonville Farmer's Market along with some insights into how the market can be the basis for developing a more resilient local economy.

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:

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 7/27/2020

Presenter: Phyllis Bailey

Title of Item: Presentation : Oklawaha Village HOA Petition

Nature of Item: Presentation Only

Council Meeting Date: 8/6/2020

Summary of Information/Request:

Item # 6C

Ms. Phyllis Bailey has requested permission to address the City Council regarding a petition from the Oklawaha Village Homeowners Association.

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:

Attachments:

Petition

HAC Response

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

PETITION

To: HOUSING ASSISTANCE CORPORATION
("HAC"-Developer
602 Kanuga Road
Hendersonville, North Carolina

HENDERSONVILLE CITY COUNCIL
145 E. 5th Avenue
Hendersonville, North Carolina

HENDERSON COUNTY BOARD OF COMMISSIONERS
107 2nd Avenue West
Hendersonville, North Carolina

TIMES-NEWS
106 Henderson Crossing Pl.
Hendersonville, North Carolina

WE the undersigned Property Owners of single family residences of a development called The Oklawaha Village consisting of 17 lots as identified in the Declaration of Covenants, Conditions & Restrictions of the Oklawaha Village recorded in Deed Book 1651, Page 199, Henderson County Registry have executed this Petition seeking redress for the dangerous condition of our neighborhood resulting from the construction of Oklawaha Village Apartments by the Housing Assistance Corporation. Most of us have purchased at great expense our single family residences in the Oklawaha Village single family section of the property prior to being told of the construction of the proposed 78 multi-unit apartments approved after the construction of the 17 single family units.

During the construction process our neighborhood has been transformed into a noisy, congested, unsafe and unsanitary condition with an influx of large trucks and construction equipment using our subdivision road which conditions pose a danger to the health, welfare and financial status of

our residents and their children. In order to alleviate this condition we would request the following steps being taken to ease the burden upon our neighborhood as set out herein.

- A. ALTERNATIVE RIGHT OF WAY FOR CONSTRUCTION AND MULTI-UNIT TRAFFIC: To alleviate the noise and congestion of the road running through our single family residential neighborhood known as Strick Garden Lane, we would request the developer to improve and utilize an alternative right of way for the multi-unit residential traffic and construction traffic along the proposed right of way running in front of the apartments as set out on Plat Slide 10082 in the Office of the Register of Deeds. This would substantially reduce the traffic, congestion and noise out of our development.
- B. NOISE AND SITE BUFFER: The multi-unit apartment buildings are literally on a hill in our back yards overlooking our single family residential development. We would request that the developer construct a natural barrier with large trees or an attractive retaining wall between the homeowner property and the apartment property to give us a site and sound barrier between the multi family development and the single family development.
- C. WATER RUNOFF CONTROL: Every time it rains we have experienced substantial accumulations of water at the bottom of the hill where the multi-family units are being constructed. The water overflow compromises and devalues the single family residential property and needs to be more adequately controlled.
- D. ACCUMULATION OF TRASH: The construction company must be urged to clean up trash and debris created during the construction process not only for the appearance of the community but to maintain a clean and safe environment for the residents of our community and their children.
- E. IMPROVEMENTS UPON THE COMPLETION OF CONSTRUCTION: After construction is complete, we would appreciate the repaving of Strick Garden Lane implementing speed limit signs, slow-children at play signs and speed bumps if necessary along with the installation of street lights for the safety of the community.
- F. ACCESS TO THE PLAYGROUND AND COMMUNITY CENTER: Prior to the beginning of construction of the multi-family residential units and during the development of the single family residential section representations were made by the developer that the single family residential community would have access to both a community center and playground. It appears as though those representations are not being adhered to. During the construction process our children have been unable to enjoy the advantages of the park which has been described in the Declaration of Covenants, Conditions & Restrictions of the Oklawaha Village Single Family Development.

Many of us feel that our residences have been substantially devalued because of the occurrence

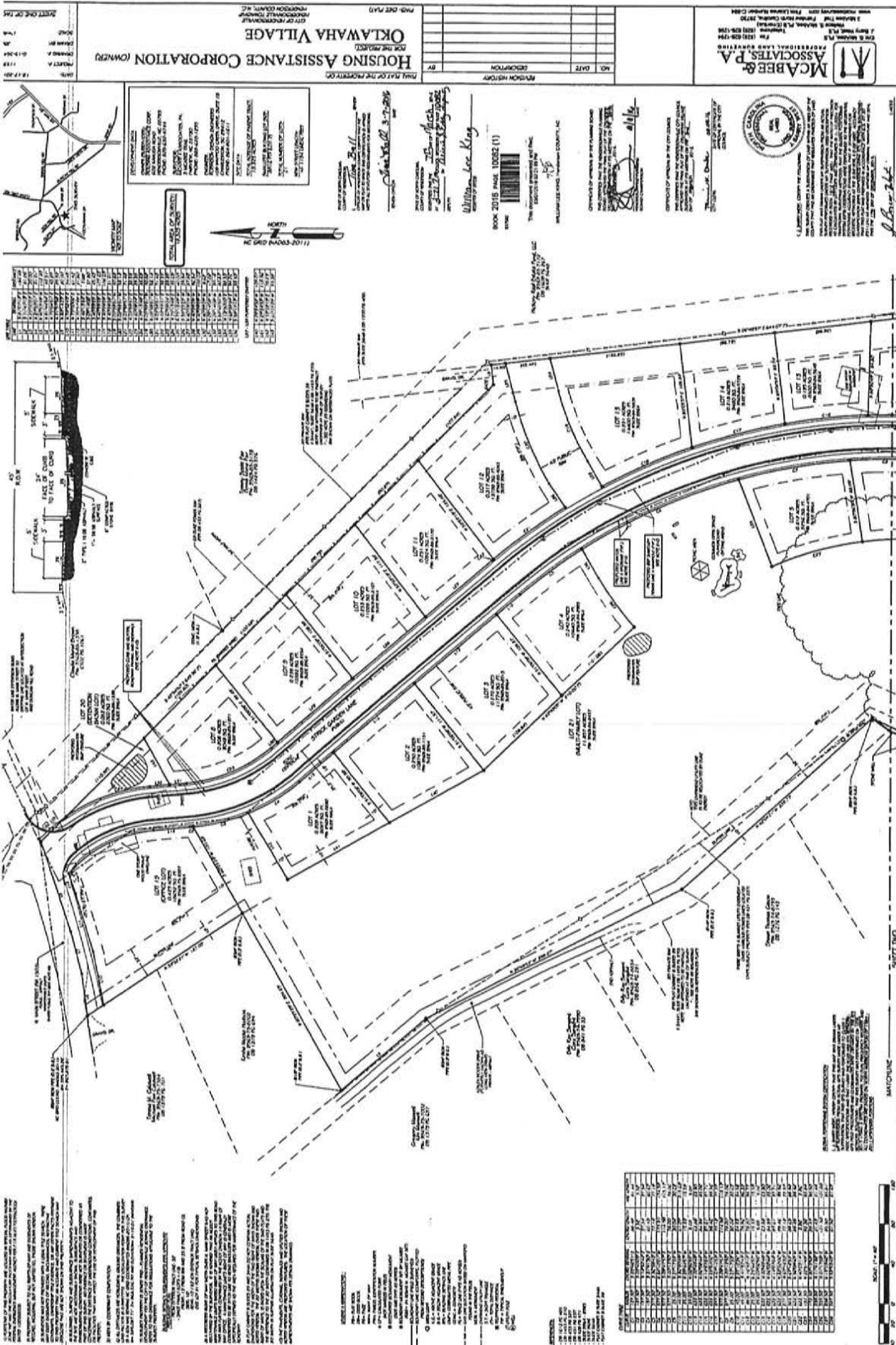
of the above referenced conditions. As tax-paying and voting citizens of the City of Hendersonville and Henderson County we would appreciate the above suggestions being implemented for the health and safety of our community.

Many thanks for your immediate time and attention to these matters.

NAME	ADDRESS	PHONE	SIGNATURE
Phyllis Bailey	110 Strick Garden Ln Hendersonville NC 28792	828 676-7292	Phyllis Bailey
Misty Bradley	61 Strick Garden	828 702-0836	Misty Bradley
Johanna Bosch-Dier	143 Strick Garden Ln Hendersonville NC	(708) 418-6590	Johanna Bosch-Dier
Franco Carroscio	224 Strick Garden Ln.	(828) 575-4643	Franco Carroscio
Veronica O. Perez	224 Strick Garden Ln	(828) 575-4643	Veronica Perez
Felomena Diaz	212 " " "	828 551-7939	Felomena Diaz
RUSSEL GOMEZ	186 Strick Garden Ln 52 Strick Garden Ln	828 702-6362	RUSSEL GOMEZ
Alma L. Garcia G.	Hendersonville NC 28792	828 240-6233	Alma L. Garcia G.
Jimmy Quintana	51 Strick Garden Ln Hendersonville NC	828-215-2388	Jimmy Quintana
Efrain Quintana	51 Strick Garden Ln Hendersonville NC 28792	828-215-8401	Efrain Quintana
SIMEON ESPINOZA	115 S G L 28792	828 243 3927	SIMEON ESPINOZA
Ashley Marchioni	97 Strick Garden Ln Hendersonville, NC	(828) 702-0040	Ashley Marchioni
John Marchioni	97 Strick Garden Ln Hendersonville, NC	(828) 677-1293	John Marchioni
Vicente Badilla	72 Strick Garden Ln Hendersonville, NC	(828) 981-9337	Vicente Badilla
Arionna Dixon	72 Strick Garden Ln Hendersonville NC	(828) 481-2631	Arionna Dixon

A. J. A.

[illegible]



To the property owners of Oklawaha Village:

First, on behalf of Housing Assistance Corporation (“HAC”), I would like to say that I am appreciative of your Petition. HAC prides itself on constructing quality affordable housing for families, and the care is shown by a neighborhood banding together is admirable. The Declaration of Covenants, which governs each of your properties, organized your group as an unincorporated homeowners’ association; although you didn’t sign the Petition as an HOA, you are acting as one, and that is a constructive thing.

Admiration of your collective action notwithstanding, HAC would like to respond to the allegations presented in the Petition. While we can appreciate your desire to address the ongoing construction near your homes, several of the representations made are inaccurate, and the requests made are not possible.

Generally, the entire construction plan for the neighborhood, including your single-family homes and the multi-family facility, completed all necessary approval steps to ensure that building codes, ordinances, and laws were followed. The plan to construct the apartments was in place before the construction of your homes, and that plan has been available for your review at any time. The current construction has and will follow all legal requirements for safety, sanitation, and welfare. Further, there is simply no basis for the belief that the apartment construction, or any other published complaint, may diminish the value of your homes. To the contrary, using public tax records compared to purchase prices, the homes in your neighborhood have increased in value – 43% for sweat-equity and 26% for non-sweat-equity– in just the past two years.

To address each of your complaints specifically:

Request for alternative traffic right-of-way. Most large construction traffic and other related issues will be resolved soon, as the base coat on [MF Road] will be complete at the end of June (weather permitting). It is not reasonable to make any changes to the current traffic flow when resolution is imminent.

Request for construction of noise buffer. Like the neighborhood layout, the specifics of the site landscaping have been approved for years after being thoroughly reviewed by appropriate experts. We are not prepared to change the current physical layout of the site based on unproven issues.

Request for additional water runoff control. The construction of the storm water system for the site will be complete at the end of June/early July (weather permitting). This will include grading and seeding to make the system attractive and effective. As with the other elements of construction, the overall water runoff plan has been evaluated and approved by the appropriate authorities and will be sufficient to prevent the issues you’ve presented.

Issues with trash and construction material removal. As prior stated, construction will be completed in August, and that completion will resolve any debris issues created by the construction. Once the facility opens, the management company on-site will ensure that there are no ongoing issues.

Request to improve Strick Garden Lane. Strick Garden Lane will be top-coat paved after construction is completed; we expect this to occur in August, weather permitting. This work will be done as expeditiously as possible, with efforts taken to avoid inconveniencing you. There will also be seven (7) streetlights installed on the road. We have no plans to include any further signage nor any changes to the topography of the street. As the street will become the city’s responsibility upon completion, your organization could request the city make such improvements if they prove necessary.

Request for access to Gadugi Park. Due to shortfalls in funding, the eventual construction of Gadugi Park differs from the initial plan. The playground area and community center are amenities of the apartment complex and are not part of your neighborhood. However, after discussion with apartment owners, your group may be provided access to the playground area. Because this is private property, anyone accessing the playground will be required to sign agreements regulating their use of the facility, as well as to follow the posted rules of the playground.

Again, I am pleased to see your neighborhood band together to promote collective improvements and would encourage you to stay engaged with one another in your community. It is unfortunate that the specific requests that have been made are not feasible, nor do the concerns have a reasonable basis. We believe, once the current construction is complete, your neighborhood will begin to appreciate the improvements that have been made and many of your complaints will be naturally resolved.

Sincerely,

[Signature]



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Daniel Heyman

Department: Development Asst Dept

Date Submitted: 07.27.2020

Presenter: Daniel Heyman, Senior Planner

Title of Item: Public Hearing: West Avenue Villas Conditional Rezoning

Nature of Item: Council Action

Council Meeting Date: 08.06.2020

Summary of Information/Request:

Item # 7A

The City is in receipt of a Conditional Rezoning application from Andrew Riddle, of Riddle Development, LLC for the development of two quadplex units, and two additional units, for a total of 10 residential units on approximately 0.57 acres. The project is located on Parcel #9568-77-1057. The applicant is requesting to rezone the subject property from R-6 High Density Residential to CMUCZD, Central Mixed-Use Conditional Zoning District.

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

Suggested Motion:

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 R-6 High Density Residential to CMUCZD, Central Mixed Use Conditional Zoning District, based on the revised 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:

For Recommending Denial:

I move the City Council not adopt an ordinance rezoning the subject property for the following reasons:

Attachments:

Existing land use map, existing zoning map, future land use map

Site plan

Elevations

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Development Assistance Department

RE: West Avenue Villas

FILE #: P20-1-CZD

DATE: August 6th, 2020

PROJECT DESCRIPTION

The City is in receipt of a Conditional Rezoning application from Andrew Riddle, of Riddle Development, LLC for the development of two quadplex units, and two additional units, for a total of 10 residential units on approximately 0.57 acres. The project is located on Parcel #9568-77-1057. The applicant is requesting to rezone the subject property from R-6 High Density Residential to CMUCZD, Central Mixed-Use Conditional Zoning District.

This application is a conditional rezoning review. The preliminary site plan is subject to recommendation by the Planning Board and approval by City Council.

EXISTING LAND USE & ZONING

The subject property is zoned R-6 high density residential and is vacant.

Parcels to the north are zoned CMU, Central Mixed Use and contain Hendersonville First Church of the Nazarene and residential uses. Parcels located to the east are zoned CMU and include residential and commercial uses. Parcels located to the south are zoned R-6 and CMU and include commercial and residential uses. Parcels located to the West are R-6 and contain religious and residential uses. Surrounding land uses and zoning districts are shown on the "Existing Land Use Map" and "Zoning Map" on page 11 and 12 respectively.

COMPREHENSIVE PLAN CONSISTENCY

The subject property is classified as Medium Intensity Neighborhood on the 2030 Comprehensive Plan's Future Land Use Map. The goal of the Medium Intensity Neighborhood classification is to "Provide a transition between High and Low-Intensity Neighborhood areas while providing a wide range of housing formats and price points. Promote walkable neighborhood design and compatible infill development in new neighborhoods and as a means of preserving and enhancing existing neighborhoods."

The 2030 Comprehensive Plan's Future Land Use Map designates Parcels located to the

North and East of the subject property as Downtown Support. The parcels located to the south and west of the project are classified as Medium Intensity Neighborhood and Natural Resource and Agricultural.

The 2030 Comprehensive Plan's Future Land Use Map is located on page 13.

PLAN REVIEW

Buildings

The revised preliminary site plan shows two quadplex units, and two units above the detached carport, for a total of 10 residential units. The site plan and building elevations are attached to this memo.

Parking

Ten parking spaces are required per the Zoning Ordinance. 18 parking spaces are provided at the rear of the property. Street parking will also be available.

Landscaping

Landscaping is provided for vehicular use areas, as well as additional trees along the internal streets and around the common amenities.

1 tree is provided for every 25 linear feet of property line that abuts a public street.

Trash facilities

A trash can corral is provided at the rear of the property to house roll-out containers for the units.

Sidewalks

Sidewalks will be provided along the 1st Avenue frontage of the project.

NEIGHBORHOOD COMPATIBILITY

A neighborhood compatibility meeting concerning the application was held on January 30th, 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.

12 people representing the public attended the meeting. Attendees asked questions regarding traffic on First Ave., parking, density, and lot size. A copy of the neighborhood compatibility report accompanies this memorandum on page 7.

PLANNING BOARD

At the June meeting, the Planning Board reviewed this project and unanimously recommended City Council approve the application with the condition that the off-street

drive be one-way. The applicant submitted a revised plan with two additional dwelling units to be reviewed at the July Planning Board.

The Planning Board reviewed the revised site plan with 10 total multifamily residential units at its regular meeting on July 13th, 2020. The Planning Board voted unanimously to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville with the following conditions:

- The developer use the outdoor lighting basic guidelines from the International Dark Sky Association.
- The driveway widths be 12 feet and not 15 feet
- The driveways be one-way in and one-way out with the entrance being on the west side, which will subsequently add the 11-foot buffer on the eastern side and won't change the buffer on the west side.

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.

SUGGESTED MOTIONS

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 R-6 High Density Residential to CMUCZD, Central Mixed Use Conditional Zoning District, based on the revised 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]

For Recommending Denial:

I move the City Council not adopt an ordinance rezoning the subject property for the following reasons:

[PLEASE STATE YOUR REASONS]

IN RE: West Avenue Villas (File # P20-1-CZD)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

Residential dwellings multi-family

II. Conditions:

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

(2) Shall Be Attached to the Conditional Rezoning:

The developer use the outdoor lighting basic guidelines from the International Dark Sky Association.

The driveway widths be 12 feet and not 15 feet

The driveways be one-way in and one-way out with the entrance being on the west side, which will subsequently add the 11-foot buffer on the eastern side and won't change the buffer on the west side.

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.

Riddle Development, LLC

Signature: _____

Printed Name: _____

Date: _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE

IN RE: West Avenue Villas
(File # P20-1-CZD)

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 9568-77-1057 from R-6 High Density Residential to CMUCZD Central Mixed-Use Conditional Zoning District.
2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 6th, day of August 2020.

Barbara Volk, Mayor

ATTEST:

Angela Reece, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

Planning Report
Neighborhood Compatibility Meeting
Application for a Conditional Zoning District
West Avenue Villas File # P20-1-CZD
Thursday, January 30, 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 twelve members of the public, two application representatives and three City staff were in attendance. The follow signed in:

Name	Address	Name	Address
Stephen Drake (app)	Mills River	Ronnie Redden	336 1 st Avenue West
Andrew Riddle (app)	First Avenue West	Mary Jo Pagent	334 3 rd Avenue West
John McMahan	822 Barbara Blvd.	Jeff Fox	332 1 st Avenue West
John Carnes	530 1 st Avenue West	Katy Gash	400 1 st Avenue West
Cynthia Chapman	530 1 st Avenue West	Sherrie Hill	403 1 st Avenue West
Nenon Ujiki	115 S. Washington St.	Daniel Heyman	staff
Alton King	109 Fleming Street	Tyler Morrow	staff
Ed King	105 Fleming Street	Terri Swann	staff
Jo Kay	336 1 st Avenue West		

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 February 10th and City Council will hear the project March 5th. 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. The property is currently zoned R-6, High Density Residential. This will be a 12-unit multi-family structure. This is an informal meeting, but everyone should speak one at a time because minutes are being taken.

Stephen Drake, applicant stated he is requesting the rezoning and will be rebuilding the site. This is a unique parcel as it has been vacant for a long time. This will be a residential nature and will provide homes for several families. It will be called West Avenue Villas and is a two-story building that will cater to seniors, snowbirds, empty nesters and single professionals that would like to be in a walkable community. Residents can walk to church, work, events, etc. This building will look like a larger home with smart siding or high-end vinyl. It will have a brick veneer foundation. The parking will be in the rear of the building and won't really be seen. He plans to have a landscape buffer on each side of the property. The units will be sold as condos with the possibility of being rented. Any rentals will be handled by a professional management company and applicants will be screened. This proposed development provides a great opportunity for anyone that loves downtown.

Jo Kay, 336 1st Avenue West asked what the cost of the units would be. Mr. Drake stated \$240,000 to \$250,000. There will be 13 spaces for the multi-family units. The target market is snowbirds, seniors and single professionals. If they see any overflow, then they could park on the street.

Cynthia Chapman, 530 1st Avenue West asked if the developer was the current owner. Mr. Drake stated no, Mr. Riddle owns the property, but Mr. Drake will be developing it. Ms. Chapman asked if any would be reserved for lower income. Mr. Drake stated no.

Nenon Ujiki, 115 A & B South Washington Street stated her mother sold her property to Sam Riddle and there are three homes in the area that he purchased. It was her family homes that belonged to her mother and aunt. She wanted to know if the structures on those properties would be torn down. Mr. Drake stated no, they did not own that property and the property they are proposing to develop is vacant. She was also concerned about who would be buying these units. You cannot make the seniors or snowbirds purchase the units. Anyone could try to purchase one.

Mr. Drake stated they are not allowed to discriminate but he builds a lot of properties like this and they tend to have more seniors purchasing them.

Ms. Ujiki believes there is more of a need for lower moderately priced housing for young couples starting out.

Mr. Drake stated this project is so small that they cannot make it work as restricted income development. They would never get approval from the agencies providing the money. He does agree that lower income housing is needed but this project is not suited for that.

Ms. Chapman stated she thinks something does need to be done with the property, but she is not sure this is the right fit.

There were some concerns about who owns this property. Mr. Drake stated the Riddle family owns this piece of land.

Andrew Riddle, property owner stated he owns this tract that they are proposing for the condos. He sold the other properties to Matt Johnes about two years ago.

Ms. Ujiki stated she thinks Mr. Johnes should be at this meeting. Mr. Riddle stated he received a letter about this meeting. She also was concerned about these units being used as vacation rentals. Mr. Drake stated they will have a Homeowner's Association in place so that the buyers will sign an agreement not to use the units as vacation rentals.

Ms. Kay asked if the building would have an elevator. Mr. Drake stated no, there will be two sets of internal stairs in the building.

Ms. Chapman asked if the zoning was the same for condos and apartments. Is there a difference? Mr. Heyman stated they are both considered multi-family.

Mr. Ed King stated he lives at 105 Fleming Street and he is concerned about the parking on the street. Traffic is a lot heavier than when his parents built their house in 1972. Adding 12 to 15 cars parking on

the street is only going to create more traffic problems. Why limit the parking they have? Why not limit the number of units to six?

Mr. Drake stated it is a very wide road out there. Mr. King stated there have been a lot of wrecks on 1st Avenue. They are saying this is not a problem, but it is a problem. Add that many cars to the street and you are going to have problems. Mr. Drake stated they can talk with NCDOT about this and maybe designate parking to one side of the street.

Jeff Fox, 332 1st Avenue West asked if the zoning has been successfully changed yet. Mr. Heyman stated no, this is a three-step process and this meeting is only the first step. It will go the Planning Board for their recommendation in February and then to City Council for final approval in March.

Mr. King asked what this project will do to the value of the surrounding properties. Mr. Drake stated he believes it will increase the value of the surrounding properties. Mr. King stated in that case he has another concern. If the value of those properties increase, then so will their taxes. These are old properties and they cannot afford their taxes going up. Some of these places will just have to be torn down because they will not be able to keep up.

Ms. Chapman stated she has four major concerns: parking on the street, increasing the density because that makes it out of character with the neighborhood, more architectural detail needs to be added to the building and the 12-foot setback is not enough. This is a massive building on a very small lot. The front setback influences the whole neighborhood and most of the homes have double the setback on the front.

Ronnie Redden, 336 1st Avenue West stated he does not think this building fits into the neighborhood. The parking is not going to work. They need at least 24 parking spaces on site. The street is wide but if you have cars parked on both sides, that narrows the street.

A neighbor asked about having a dumpster on the property. Mr. Drake stated they would not have a dumpster. They plan to have shared roll outs. The neighbors were concerned this would be an issue as well.

Mr. Redden stated this does not fit in with the neighborhood. He is not sure why the city would want this project this close to Main Street.

Mr. Drake stated having the project this close to Main Street will allow people to walk downtown.

Mr. King stated the doesn't see the need for this and throwing all this traffic on 1st Avenue. His concerns are the cars, traffic, density and trash cans. These are all big concerns.

Mr. Fox stated people park here during events and it doesn't work now. He can only imagine what parking will be like if this is built.

Mary Jo Pagent, 334 3rd Avenue West asked staff to explain the difference in a rezoning request and conditional zoning. Mr. Heyman stated this is a rezoning request to a conditional zoning district. The request is for the rezoning to be Central Mixed Use Conditional Zoning District. This means conditions

may be placed on the project by the Planning Board or City Council as long as the applicant is agreeable. Mr. Heyman stated the property is currently zoned R-6 which is a strictly residential zoning. The change would make it mixed use but no commercial use will be on this development.

Ms. Chapman was concerned that the rezoning would take place and then the project would not get built and if this property was resold it could be a commercial building built on the property. Mr. Heyman explained that if the rezoning gets approval it is only for this development. If this development does not get built, any changes would have to go back through the three-step process for another approval.

Mr. Heyman stated the current zoning does not allow commercial uses on the property. Mr. Heyman explained the density requirements for the R-6 zoning district.

Katy Gash, 400 1st Avenue West had concerns about how important this meeting was. She was concerned if what was said here really matters. Mr. Heyman stated that minutes are being taken for this meeting and then put into the memo for Planning Board and City Council. Ms. Gash asked if he had already sided with the developer. Mr. Heyman explained that he did not take any sides, he is only staff. The citizens have elected officials, which is their City Council and they do take into consideration the concerns of the residents. The City Council does feel that the citizens input is important. City Council will have final decision on this project.

Mr. Heyman stated that staff does notify the adjacent property owner within 400 feet of a project. The site also gets posted and it is advertised with the media. There were quite a few letters sent out for this meeting.

Ms. Ujiki stated she would not be in town for the February or March meeting. Mr. Heyman stated he would be glad to take her written comments and concerns to the Planning Board and City Council. Ms. Ujiki stated she did not want him to do that.

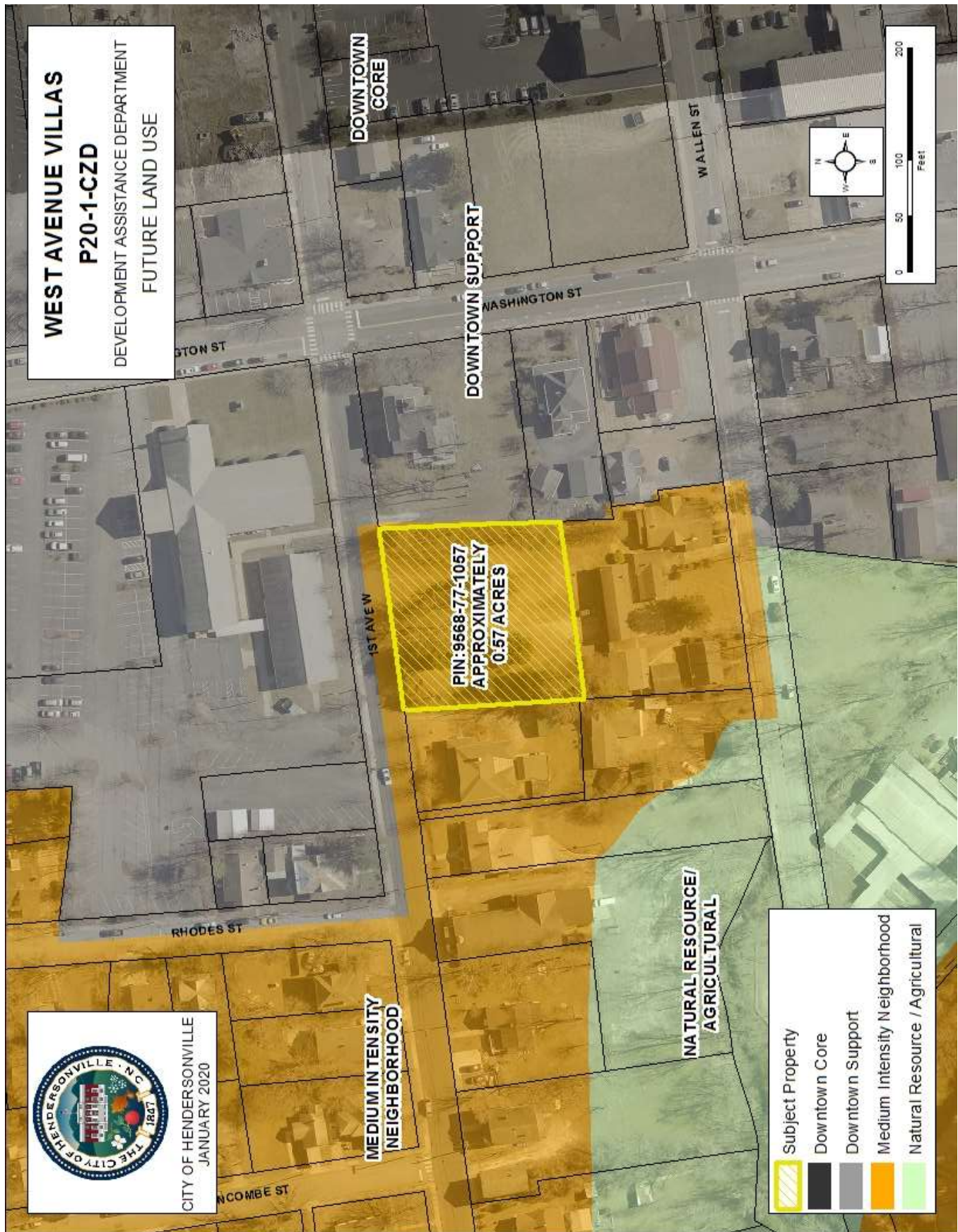
Mr. Riddle stated he wants to be a good neighbor, but he does not believe both sides will be 100% agreeable. They need to work together and come up with a solution on how to grow without growing on top of each other. Yes, things can change and yes, they are flexible. He appreciates the concerns of the neighbors.

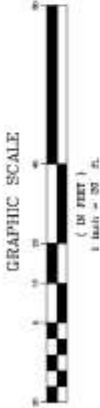
Mr. Heyman stated this concludes the meeting. He stated the next step for this project is the Planning Board and everyone that got noticed will be noticed of the Planning Board meeting as well.

With no further comments or questions, Mr. Heyman closed the meeting at 2:45.







[illegible]

Mc²
ENGINEERING
MC² ENGINEERING, INC.
2110 BEN CRAIG DR., STE. 400
CHARLOTTE, NC 28262
PHONE 704.510.9797

PROPOSED DEVELOPMENT:
WEST AVENUE VILLAS

DEVELOPED BY:
RIDDLE DEVELOPMENT, LLC
732 JONESBOROUGH ST
HENDERSONVILLE, NC 28739

LANDOWNER:
RIDDLE DEVELOPMENT, LLC
 732 JONESBOROUGH ST
 HENDERSONVILLE, NC 28739

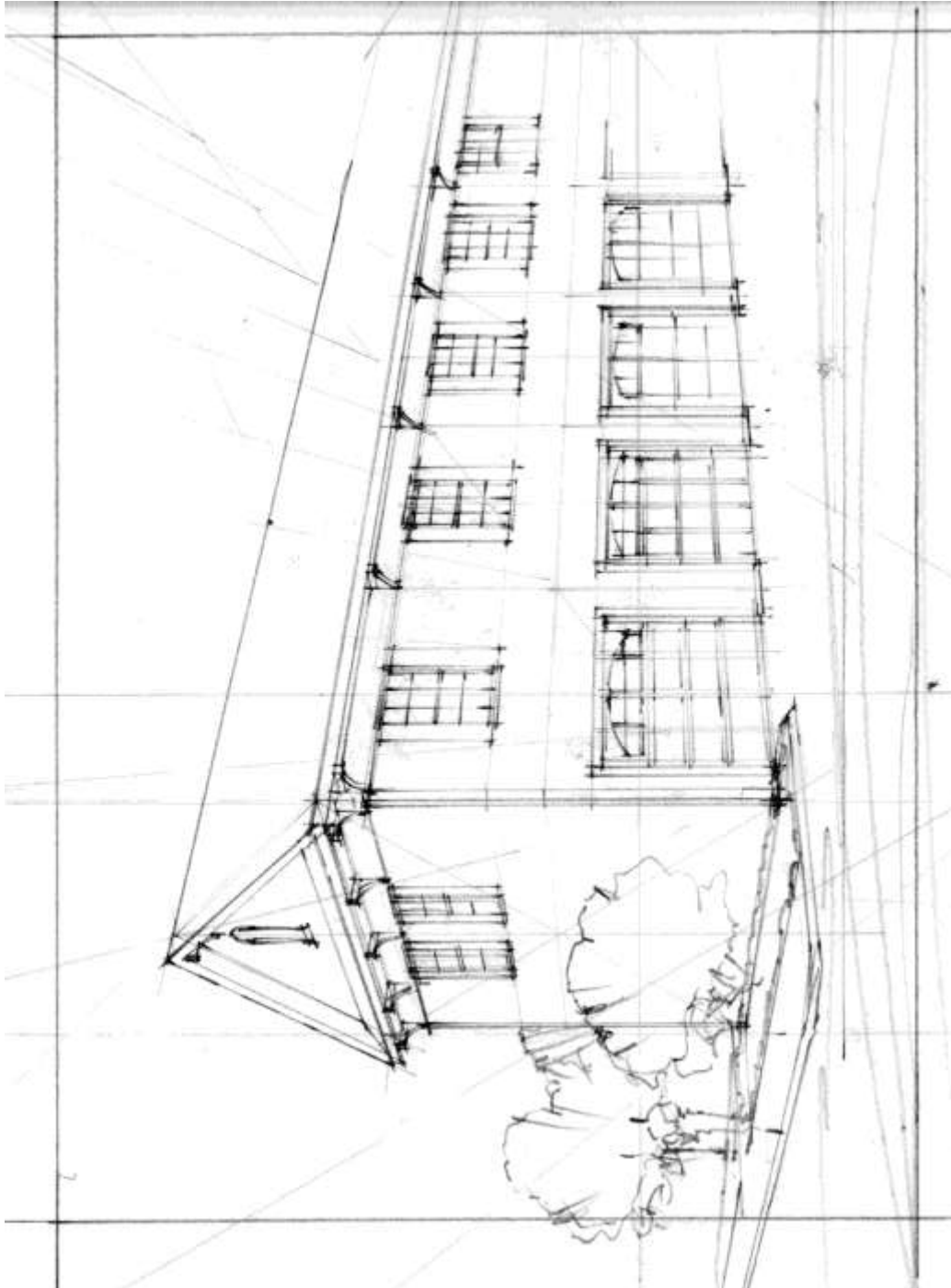
**SCHEMATIC
SITE PLAN**

REVISIONS	
1	1/28/20 HENDERSONVILLE COMMENTS
2	6/11/20 OWNER REVISION

CAD FILE: 19-037 REZNDWG
PROJECT NO: 19-037
DESIGNED BY: JIM
DATE: JANUARY 2, 2020

RZ1.0







CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Daniel Heyman

Department: Development Asst Dept

Date Submitted: 07.27.2020

Presenter: Daniel Heyman, Senior Planner

Title of Item: Public Hearing: Universal at Lakewood Conditional Rezoning

Nature of Item: Council Action

Council Meeting Date: 08.06.2020

Summary of Information/Request:

Item # 7B

The City is in receipt of a Conditional Rezoning application from Philip Cox of Watauga Partners, LLC. for the development of 291 multi-family residential units consisting of a mix of apartments and townhomes on approximately 29.1 acres. The subject project is located on Lakewood Road, and is a section of parcel number 9579-29-2872. The applicant is requesting to rezone the subject property from I-1, Industrial and PRD, Planned Residential Development to PRD CZD, Planned Residential Development Conditional Zoning District.

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

Suggested Motion:

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 I-1, Industrial and PRD, Planned Residential Development 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, 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. Motion For Denial: I move the City Council not adopt an ordinance rezoning the subject property for the following reasons:

Attachments:

Existing land use map, existing zoning map, future land use map
Site plan

MEMORANDUM

TO: Honorably Mayor and City Council

FROM: Development Assistance Department

RE: Universal at Lakewood

FILE #: P20-12-CZD

DATE: August 6th, 2020

PROJECT DESCRIPTION

The City is in receipt of a Conditional Rezoning application from Philip Cox of Watauga Partners, LLC. for the development of 291 multi-family residential units consisting of a mix of apartments and townhomes on approximately 29.1 acres. The subject project is located on Lakewood Road, and is a section of parcel number 9579-29-2872. The applicant is requesting to rezone the subject property from I-1, Industrial and PRD, Planned Residential Development to PRD CZD, Planned Residential Development Conditional Zoning District.

This application is a conditional rezoning review. The preliminary site plan is subject to recommendation by the Planning Board and approval by City Council.

EXISTING LAND USE & ZONING

The subject property is zoned I-1, Industrial and PRD, Planned Residential Development and is currently vacant. The subject property abuts the United States Post Office annex's North, South and West property lines.

Parcels to the north are zoned R-15 Medium Density Residential and R-10 Medium Density Residential and contain residential uses. Parcels to the east are zone PCD, Planned Commercial Development, PRD, and R-40 Estate Residential and contain the Walmart shopping center and Cedar Terrace. The parcels located to the south are zoned PRD and I-1. The parcels to the west are zone I-1, and C-3 Highway Business. Surrounding land uses and zoning districts are shown on the "Existing Land Use Map" and "Zoning Map" on page 20 and 21 respectively.

COMPREHENSIVE PLAN CONSISTENCY

The subject property is classified as Business Center and Natural Resource/

Agricultural on the 2030 Comprehensive Plan's Future Land Use Map.

The goal of the Business Center classification is to "Create an employment corridor along I-26 that supports the growth of Hendersonville as a business destination. Create a campus-like, mixed-use environment that includes office, research and low-impact industrial uses, as well as supportive retail amenities."

The primary and secondary recommended land uses are as follows:

Primary recommended land use:

- Offices
- Research facilities
- Educational centers

Secondary recommended land use:

- Supportive neighborhood retail and services along major thoroughfares
- Restaurants

- Light manufacturing, fabrication and distribution if designed to be compatible with office uses
- Multi-family residential
- Redevelopment and adaptive reuse of older industrial structures near Downtown into uses that complement adjacent land use categories

The goal of the Natural Resource/Agricultural classification is to "Create an interconnected network of green infrastructure that preserves environmentally sensitive areas, protects water resources through low-impact stormwater management, provides floodwater storage, provides community open space and recreational opportunities, and preserves agricultural resources."

Primary recommended land use:

- Open space
- Recreational amenities
- Low-impact stormwater management facilities
- Flood storage
- Agricultural uses

Secondary recommended land use:

- Utilities other than stormwater management
- Single-family attached and detached structures
- Cemeteries

The 2030 Comprehensive Plan's Future Land Use Map designates Parcels located to the North as Medium Intensity Neighborhood and Natural Resource/ Agricultural. The parcels to the east of the subject property are classified as Regional Activity Center. The parcels to the south of the subject property are classified as Regional Activity Center, Business Center and High Intensity Neighborhood. The parcels to the west of the subject property are classified as Business Center and Natural Resource/Agricultural.

The 2030 Comprehensive Plan's Future Land Use Map is located on page 22.

PLAN REVIEW

The site plan is located on pages 24 through 26 of your memo.

Buildings

The site plan includes the following:

- 23 two-story multi-family buildings with a total of 291 units
 - 144 one-bedroom units, 120 two-bedroom units, and 27 three-bedroom units
- A dog park, pool, playground and 3,370 Square foot clubhouse are proposed.

Density

The site plan shows 291 proposed units on a 29.1 acre tract for a total density of 10 units per acre. 10 units an acre is permitted within the PRD zoning district.

Parking

450 spaces are required based on the number of bedrooms per unit. The site plan shows 597 proposed parking spaces.

Floodplain

Portions of the subject property is located within the 100-year floodplain. As shown on the site plan, none of the structures will be built within this floodplain area. A map showing the floodplain is located on page 23.

TIA

The applicant was required by the City to submit a Traffic Impact Analysis. The TIA was conducted by JM Teague Engineering and studied the following intersections:

- US 64 (Chimney Rock Road) @ Francis Road (SR 1516)/Sugarloaf Road (SR 1897) -signalized
- US 64 (Chimney Rock Road) eastbound @ Highlands Square Drive/Old Chimney Rock Road (SR 1898) – signalized
- US 64 (Chimney Rock Road) eastbound @ Howard Gap Road (SR 1006) - signalized
- US 64 (Chimney Rock Road) westbound @ Howard Gap Road (SR 1006) – signalized
- US 64 (Chimney Rock Road) westbound @ Highlands Square Drive - signalized
- Howard Gap Road (SR 1006) @ Nix Road (SR 1513) - signalized
- Nix Road (SR 1513) @ Lakewood Road (SR 1518) - unsignalized
- Lakewood Road (SR 1518) @ Highlands Square Drive – unsignalized
- Lakewood Road (SR 1518) @ Proposed Development Access #1 – unsignalized
- Lakewood Road (SR 1518) @ Proposed Development Access #2 – unsignalized

Due to COVID-19 peak hour turning movement counts (7:00 – 9:00 AM & 4:00 – 6:00 PM) were obtained from past traffic studies at the study area intersections. The traffic

counts were acquired from several sources including NCDOT Traffic Safety Data Files and past traffic impact studies, they were extrapolated to 2020 to serve as the exiting year base for the analysis. The counts were adjusted and balanced to represent consistent volumes progressing along the US 64 (Chimney Rock Road) corridor. AM and PM peak hours for each intersection were analyzed for exiting, background, and full Build-out traffic conditions.

Other parameters include:

- 2023 Build-out Year
- Background Traffic Growth Factor of 2% per year
- Peak Hour Factor (PHF) of 0.90 for projected conditions

Kimley Horn, the City's Traffic Consultant agreed on this methodology and parameters.

The trip generation used by JM Teague is as follows:

ITE Land Use Code	Units	ADT (vpd)	AM Peak (vph)		PM Peak (vph)	
			IN	OUT	IN	OUT
220 – Multi-family (Low-Rise)	291	2,159	30	102	96	57

This trip generation by passed the City's threshold for requiring a TIA by surpassing 1,000 daily trips and 100 peak hour trips.

Kimley Horn reviewed the TIA, provided comments and requested a supplemental analysis as detailed in the attached memo. Kimley Horn found the TIA and supplemental analysis represent an accurate depiction of operation and mitigation for the project. The mitigation actions are detailed in Kimley Horn's memo.

Landscaping

The site plan shows the following required landscaping.

Vehicular Use areas: Vehicular use areas must be planted with at least one tree and two shrubs for every 4,000 ft² of vehicular use area, which includes parking spaces, aisles, driveways, and loading areas.

Planting Strip: When a vehicular use area lot is located within 100 feet of an abutting property and no buffer yard is required, a planting strip which is a minimum of five feet

wide shall be planted between the vehicular use area and the abutting property. One large evergreen or deciduous tree and five evergreen or deciduous shrubs shall be planted for every 40 linear feet of property line that parallels the vehicular use area. A planting strip is provided on the northern border of the project and along portions of property lines that abut the Post Office Annex.

The landscaping plan is located on page 27 of your memo.

Stormwater/Flood Hazard Area

The applicant will be providing stormwater management plans to the Engineering Department as part of the final site plan submittal requirements.

NEIGHBORHOOD COMPATIBILITY

A neighborhood compatibility meeting concerning the application was held on June 9th, 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.

The public attended the meeting virtually through zoom. Attendees asked questions regarding traffic, widening Lakewood Road and buffers. A copy of the neighborhood compatibility report accompanies this memorandum on page 11.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on July 13th, 2020. The Planning Board voted unanimously to recommend City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the subject property from I-1, Industrial and PRD, Planned Residential Development to PRD CZD, Planned Residential Development Conditional Zoning District with the following conditions:

- Recommend the conditions outlined in a letter dated July 10th from Kimley Horn to Mr. Daniel Heyman of the City of Hendersonville which lists four reconfigurations, lane additions, etc., at the Sugarloaf Road, Francis Road and US Highway 64 interchange be met by the developer.
- Recommend the lighting adhere to the outdoor lighting basics of the International Dark Sky Association as long as the developer can still meet the requirements regarding safety and ADA.

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.

SUGGESTED MOTIONS

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 I-1, Industrial and PRD, Planned Residential Development 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, 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]

For Recommending Denial:

I move the City Council not adopt an ordinance rezoning the subject property for the following reasons:

[PLEASE STATE YOUR REASONS]

IN RE: Universal at Lakewood (File # P20-12-CZD)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

Residential dwellings multi-family
Accessory structures
Home Occupations

II. Conditions:

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

(2) Shall Be Attached to the Conditional Rezoning:

Project lighting shall adhere to the outdoor lighting basics of the International Dark Sky Association not inconsistent with the ADA and other applicable codes.

The developer shall implement the traffic mitigation measures outlined in the July 10, 2020 memo from Jonathan Guy of Kimley Horn to the City of Hendersonville.

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.

Group Ventures Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE

IN RE: Universal at Lakewood
(File # P20-12-CZD)

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:

Portion of parcel 9579-29-2872 from I-1, Industrial and PRD, Planned Residential Development to PRD CZD, Planned Residential Development Conditional Zoning District.
2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 6th, day of August 2020.

Barbara Volk, Mayor

ATTEST:

Angela L. Reece, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney

Planning Report
Neighborhood Compatibility Meeting - **Electronic**
Application for a Conditional Zoning District
Universal at Lakewood File # P20-12-CZD
Tuesday, June 9, 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 three application representatives and five City staff were in attendance. The follow signed in:

Name	Address	Name	Address
Kattie Casebolt (app)	Kingsport, TN		
Shane Abraham (app)	Johnson City, TN		
Philip Cox (app)	Johnson City, TN		
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 explained the zoom meeting and the raise hand feature to make live comments. For the property owners calling in that wish to speak, once called on, please state your name and address for the record.

Mr. Heyman stated this is an application for a conditional rezoning for 291 residential units off of Lakewood Road. This property is currently zoned I-1, Industrial and PRD, Planned Residential Development. It was previously approved for a special use permit for a PRD for two separate applications. Those project approvals have expired. This property is approximately 29.1 acres. The city is requiring a traffic study that will be done by an independent consultant. These findings will be public record. Again, once the applicants have finished their presentation, staff will identify speakers in order. State your name and address for the record. These minutes will be forwarded to the Planning Board and City Council.

Shane Abraham with Watauga Partners, LLC stated these units will be townhomes with 1, 2- and 3-bedroom units. They will have attached garages and many amenities including; an outdoor covered picnic area, club house, fitness center and a pool. This company has been developing multi-family developments for 20 years. They have constructed over 3,000 units of this type. They have an extensive background in multi-family development.

Mr. Abraham shared a power point with photos of projects they have completed in Moorestown, Johnson City, and Sevierville Tennessee. These projects are all very similar to what they are proposing

for this project. They are also finishing up a project on Brevard Road in Asheville that is similar to this one. He shared several photographs of the townhomes. This project will use the same colors as the one they are constructing in Asheville, NC.

Mr. Abraham stated they had a study done showing the economic data on the impact for multi-family homes. This study has numbers showing the estimated one-year impacts and the ripple effect of multi-family developments and what they bring to the communities. This study shows multi-family developments have a positive impact on communities. Work force housing is a huge impact for areas where multi-family is needed. This area is in need of multi-family work force housing. This project will help create residences for them. The design of these multi-family units are very efficient for families with children. Property values are a topic that has been discussed and these multi-family units actually have a positive impact for the communities they are located in.

Mr. Abraham stated typically there are less vehicles owned for the tenants in their multi-family developments. The one-bedroom units make up 60% of the development where most tenants only have one vehicle. The need for multi-family is here and they have studied this area for a long time. This development provides a great use for the land and for economic growth. This project will have less of an impact on the area than a retail/commercial development would have. Mr. Abraham feels like this development will be a great project for the area.

Mr. Heyman stated he will read the comments submitted via email and the applicant will have a chance to respond. Following this, staff will take live comments. These comments are provided to the Planning Board and City Council.

Ed Graves – 3175 Howard Gap Rd

Currently there is not a safe way for pedestrians and bicyclists to from the proposed location across the highway to downtown Hendersonville. Additionally, the intersection at Lakewood and Nix is not a safe angle for turning left to go out to Clear Creek, and neither Lakewood or Nix Rd are wide enough and there is no shoulder or sidewalks. There have been 3 deaths of pedestrians or bicyclists within a mile of that location within the past decade or so, and I observe people walking and biking on 64 being harassed and have been harassed myself. Without additional investment in infrastructure like sidewalks, crosswalks, and safe shoulders, I do not support the additional vehicles that this proposal would bring. The City of Hendersonville should work with the DOT to make bike/ped infrastructure happen first before adding an additional 600 trips a day minimum on those streets.

Mr. Abraham stated they are committed to putting in sidewalks and being pedestrian friendly when constructing this site. The Traffic Impact Analysis (TIA) is being done and once they have the conclusions from that, they can address the traffic issues.

Mark Queen - 115 Dublin In

Is Lakewood Road a standard size road?

What is a standard size road?

Will Lakewood be widened?

What specifically is being built? Apartments, Condos, townhomes, single-family dwellings?

What type of privacy barrier will be built?

If something fails with that privacy barrier who will we contact?
How will you address water runoff from this development?
What type of building materials will be used to construct this development, brick, siding, stucco?
What is the dollar value per square foot going to be?
When you're driving down Lakewood from Nix Road as you approach the post office the first Proposed/drawn entrance into the building complex will be hidden by the curve of the road how will you address the hidden entrance?

Mr. Abraham stated he cannot answer what the standard road size is. Mr. Heyman stated this is not a city street. This is a NCDOT street and they do not know if it is a standard size road or how wide it is. Mr. Abraham stated he will have to refer to the TIA once it is completed. This development is actually a lower density than most developments they construct. This is a less dense community by their own design. They normally have 15 acres for this size development and this one is being done on 29 acres. As far as a privacy barrier, they are committed to a nice buffer and will go beyond what staff recommends for it. They are not opposed to constructing a fence and can look at this possibility. They are in this for the long haul and do not plan to sale the development. They maintain their properties very well. As far as the water run-off and retention or detention ponds, that will be handled by design engineers and will meet all the codes and requirements for them. They will be held accountable for any water issues and they will also maintain any ponds. The buildings will be 30% to 40% brick and 60% hardy plank. They do take pride in their architectural details and want their communities to look good. It is a 160 to 190 per square foot range for a development like this. As far as the comment concerning the curvature of the road, that can be addressed after the TIA is complete.

Darcy Witaschek - 103 Dublin Ln

As a homeowner who will be living very close to this project I want to state the following concerns and questions. I am VERY concerned about the amount of traffic that will increase on our small 2 lane road. With the potential of another 400-500 vehicles from a 291 unit complex, it is impossible to suggest that it will be able to accommodate that increase. The amount of traffic on Lakewood road has increased immensely in the past few years and it is often a "speedway" for many who use it to gain access to Sam's Club and Walmart. There have already been several accidents at the curve on Lakewood - both neighbors losing their mailboxes and cars running in to their yards. It is dangerous enough right now, and I fear it will be tragic one day soon. Will you be widening the road? How will that be possible? I am also very concerned about an appropriate "buffer" between these apartments and our community. There is a great potential that people from this complex may wander over to our street and that is not acceptable to all of us here. We value our homes and property as much as any of the board members and I would like you to consider how you would like 291 apartments in your backyard? How safe would you feel - and how safe would your family feel? I am not comfortable with "trees" as an only buffer. I would expect a 6ft fence would be a large deterrent for anyone to come through our neighborhood. Please consider that we are asking because we have a valuable community here and do not wish to see our homes lessen in value due to this project. The amount of noise that comes with apartments can be very detrimental to our community. I hope you will take my comments and those of my neighbors into serious consideration before continuing with this project. Thank you.

Mr. Abraham stated the traffic concerns, accidents and widening of the road can be addressed after the TIA is complete. As far as the noise concern, they are not just the developer. They are the contractor

and the property manager as well. They have very quiet communities and he welcomed the neighbors to visit one of their existing communities. They screen all applicants for a financial risk as well as a criminal check. They only accept applicants with a credit score of 635 or above. This is all integrated into the application process and they do not have any issues. They have not any cases concerning crimes in the past 20 years.

Alicia Harbison - 116 Dublin Lane

As a homeowner in Shamrock Estates, I'm concerned about the amount of traffic, noise level, possible flooding from the creek and uninvited guests from the complex. Please take in to consideration the impact this project will have on the surrounding communities. Thanks so much for your time!

Mr. Abraham stated they will take into consideration the impact their development will have.

Walter & Teresa Barnwell- 102 Dublin Lane

Listed below are our comments and questions for the meeting:

1. With all of the increased traffic that's inevitable, how do you propose to make Lakewood Rd near the post office facility safe, as several roads will intersect - all within 100 yards? (Highland Square/Sam's entrance, US Post Office facility, Cedar Terrace Apartments, and the proposed 291 unit apartments)
 2. Are you proposing widening Lakewood Rd.? I already have concerns with the relentless traffic that uses the road as a thoroughfare to access Highland Square. There is a lot of speeding traffic and with several blind spots as you approach the proposed site, it appears to me it would definitely be deemed unsafe.
 3. How do you propose to satisfy the homeowners in Shamrock Estates with a sound/safe/secure barrier between the proposed complex and our homes? Apparently, it shows trees are the only barrier planned. As a homeowner, I would like to see a fence installed along with the trees to provide privacy, noise reduction and security to our community. Without a fence installed it would pose a security threat. We already have to deal with intruders trespassing through our property to/from Clear Creek Apartments located on Nix Rd. (usually at night) to access Lakewood Rd. We have several residents in our community that live alone and deserve to feel secure in their own home.
- Thank you for your attention in this matter.

Mr. Abraham stated he believes he has covered all of these concerns to the best of his ability. They are not going to be allowed to build any unsafe roads.

Ralph R. Hammond-Green- 1232 Hyman Avenue

While not an adjacent property owner to this project, this project will affect not only my family but all of the City, its residents and visitors. The issues, slowly gaining public awareness are: night time light pollution and energy conservation.

These issues were a concern at the Planning Board Hearing yesterday regarding an 8 unit project on 1st Avenue West. This project, with 291 units, is 36 times as large. The potential impact is commensurate with the size.

I strongly urge the developer to agree to use of exterior lighting fixtures and street & parking lighting fixtures which are Dark Sky Initiative compliant. Compliant fixtures are designed to efficiently provide better light by directing it where it is needed rather than wasting energy lighting up the night sky.

I commend to the developer the *International Dark-Sky Association's* website <https://www.darksky.org/> for further information and specifications.

I also strongly urge the Planning Board and City Council to include use of Dark-Sky Compliant fixtures as a condition of the Conditional Zoning District for this project.

Mr. Abraham stated they will make sure to meet all requirements concerning lighting. They do use light guards and light shields to aim the light at the ground and they have never had any issues with that.

Darrell & Pamela Ellis- 812 Cliff Rose Court

RE: Application for rezoning for a Conditional Zoning District Universal at Lakewood (File P20-12-CZD)
Dear Mr. Morrow and the Hendersonville City Council.

As homeowners within 400 feet of the proposed rezoning of the property, PIN 9579-29-2872, we want to express our serious opposition to the same for the following reasons.

1. The rezoning is not in keeping with the City's zoning plan.
2. The environment will be disturbed, and green areas destroyed.
3. Noise will increase, which will disturb the quiet enjoyment of existing single-family homes in this area.
4. Infrastructure will tend to be overloaded.
5. Traffic will increase in this area.
6. There are already enough apartments and multi-family homes in the area.
7. We believe the area is being overbuilt which will lower property values of all homeowners in this area.

Mr. Abraham stated he feels this development is a good use and in line with what is in the area. Retail or commercial development could go in this location and that would have a greater impact on the area than this residential use would have. They are mindful of the environment. More people are moving to Henderson County every year. This is highly desirable area. There is a demand to keep housing affordable and balance that with the folks that live in the area.

Philip Cox stated there has been some discussion of a greenway in the area and walking trails. Mr. Abraham stated this will be a professionally done community.

David Cohen- 104 Dublin Ln.

To the point, by allowing a driveway access between the post office and a private residence, you are creating a very dangerous situation. This has been proven repeatedly by D.O.T surveys in the past. The city of Hendersonville and the city council members will be held liable for the many accidents and death that will probably occur do to the fact of the tax base money for allowing this dangerous proposal to go forward. I am not against the project itself but concerned of the monster you are creating. Use one entrance for access on the far side of post office.

Mr. Abraham stated they are not opposed to taking staff direction on the access to the property. They will discuss the access with the Fire Department. They will have two forms of access for more flexibility.

Richard Blomgren - 110 Dublin Lane

Please ask Watauga Partners, LLC to share a bit about their previous projects in the region. What has been their most successful development in terms of working with neighborhoods and what has been their least successful project? Have any of Watauga projects been involved with lawsuits brought forth from civic entities or associations? Thank you for letting us learn a bit more about Watauga as this development will certainly change the nature, safety, and value of property in the area.

Richard Blomgren - 110 Dublin Lane

Please request Watauga to share photographic examples of the planned "landscape buffer" noted on the plan. In the addition to a plant buffer, will the city consider requiring Watauga to install a six foot tall boundary fence along the perimeter of property that adjoins existing homes on Lakewood and Dublin Lane and any other homes impacted by this development? Will the city consider requiring Watauga to escrow funds to maintain the fence and replace buffer plants for an appropriate amount of time? Thank you good city folks for your work in protecting property value as well as safety of residents.

Mr. Abraham stated they have shared information about their other projects at the start of this meeting. They have never been in a lawsuit with any town or city. They wear all the hats as developer, contractor and property manager. This helps them to blend better into a community and they do not flip their project sites. They are committed to having a nice community. They operate, design and construct in a way to blend into the community.

Tessa and Steve Savage- 100 Dublin Lane,

Let me start by saying that the letter was a bit misleading, in that, *"rezoning ... must undergo a neighborhood compatibility meeting at which the developer and affected property owners and residents can participate in a discussion about the proposed rezoning."*

I am saddened that a discussion will be based on a comment like, for example, "The weather is hot." This comment invokes a discussion based on opinions, resulting in more comments with no conclusion expected at the end of the discussion. *Is this that type of discussion?*

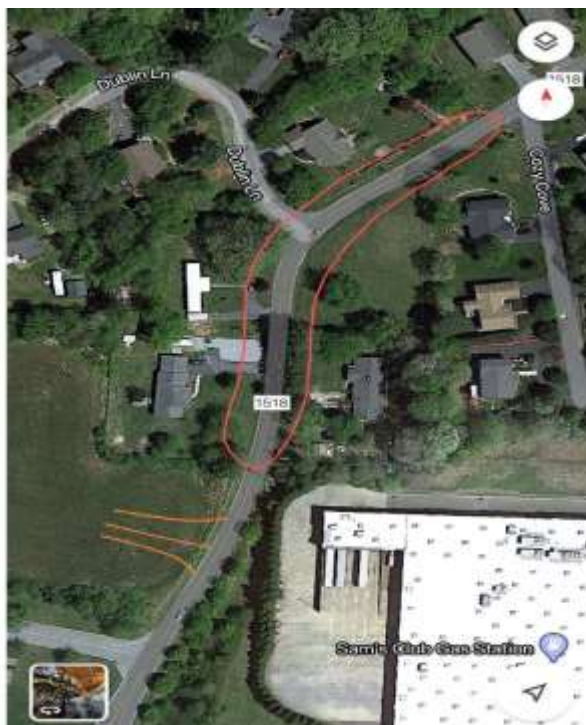
1. Will this discussion result in stopping the rezoning?
2. The website provided in the letter doesn't allow for questions, which means the only way to submit questions is to provide an Email. So would our concerns be addressed in a timely manner?
3. As I stated earlier, there is a difference between Comments and Questions. Comments usually come after a question is asked. Hence I have no comments but questions, and would like an answer during the meeting.
 - Are there plans in place to provide the owners and residents of our community with assurances that the increased traffic will be addressed? There have been several accidents on this road (Lakewood), and with the increased volume, I fear, a bad accident will happen sooner rather than later. We are in the first house on Dublin Lane, and would be in the forefront of any accidents that might occur. Can you provide us with assurances that our concerns will be addressed?
 - Are there currently any plans for the expansion of Lakewood Road ?
 - Are there any plans in place for expanding/widening Lakewood Rd?
 - With the I 26 expansion in mind, what impact will the Universal at Lakewood rezoning project have on the Shamrock Estates Community?

- Lakewood Road is currently being used as a bypass to avoid the traffic on Hwy 64 caused by Walmart and Sam's Club stores. Drivers enter from Hwy 64 to Frances Rd, which turns into Lakewood Road, This leads into Nix Road. and Howard Gap Rd., from there access to the Health Department, and Ingles Markets.

Mr. Abraham stated the traffic concerns will be addressed once the TIA is complete. They keep an open dialog with their neighbors and only want to be a good neighbor. They are transparent and communicate in a positive way with all neighbors.

Chris Staton- 113 Dublin Lane

Attached is an aerial shot depicting the blind curve just past the proposed north entrance. This is definitely a concern, along with the increased traffic along that narrow road.



Mr. Abraham stated they can address the road concerns once the TIA is complete.

Chris Staton, 113 Dublin Lane stated he would like the applicant to speak more about the privacy barrier on the north side of the property next to Shamrock Estates. How much space will be between them and the buffer? Mr. Abraham stated they will install a 30-foot type 1 or 2 buffer depending on the requirements. Typically, they use evergreens or a mix of Leyland Cypress that will grown together to make a buffer. A fence could be integrated as well. The buildings are pushed that way on the site plan because of the floodplain. The larger buildings will be 40 to 50 feet from the property line and the smaller buildings will be 50 to 60 feet from the property line. They plan to incorporate greenery also.

These buildings are two-story. Ms. Casebolt stated the townhomes have 8-foot ceilings and the building is roughly 30 feet in height. The larger buildings have covered patios and are enclosed. They are confined to their own space. Mr. Abraham stated they will not be allowed to store bicycles, etc. outside. This is defined in the application. They will keep the aesthetics nice.

Mr. Staton asked if they would all be rentals. Mr. Abraham stated they would all be rentals. The rent would be roughly \$800 a month for a one-bedroom unit and \$1,500 - \$1,600 a month for 2/3 bedroom with a garage.

Ken Fitch, 1046 Patton Street stated a very important aspect is this development will surround the postal annex. He felt the developers needed to have a consultation with them concerning this project. Mr. Heyman stated the postal service has been notified of this project. They received a letter about this meeting. They have also received letters from the past projects and have never commented on either project. Mr. Fitch stated this is a regional distribution center and is essential to the city. This will have an impact on them with construction and he thinks they need to be consulted on this project. This is just one factor to consider.

Bernie Miller, 4 Lakewood Road asked if there will another one of these forums before the rezoning is voted on. Mr. Heyman stated there will not be another neighborhood meeting. This will go to the Planning Board for recommendation and then to City Council for the final vote. The public can comment at both the Planning Board and City Council meetings. Mr. Miller stated he has lived here 21 years and traffic got worse when Sam's Club and Walmart went in. He wants to make sure the neighbors have input on this project.

Mark Queen, 115 Dublin Lane stated at the end of the development on the site plan there is a retention pond and he wanted to know how large the pond would be. Ms. Casebolt stated she can't tell the exact size, but she estimated it being 250 to 300 feet long and about 60 feet wide. They have civil engineers that will work on this. Mr. Abraham stated even though the color is blue for the pond on the site plan it will never have water standing in it. It is made to take care of the water on the site and will not be an attraction for mosquitos.

Ken Fitch stated there are several intersections in the area that need to be included in the TIA as they are traffic problem areas. These intersections have major issues that need to be addressed. There are problems with the amount of traffic. He feels the TIA is very important, but the numbers will not adequate right now because of the stay home orders that have been in place. How do they compensate for that? Mr. Heyman stated the TIA has baseline data for NCDOT for prior studies done with the other two Special Use Permits. This may help with the numbers. They will factor in the fact that traffic is down due to the pandemic situation. Mr. Heyman stated the city's traffic consultant, Kimley-Horn will include several intersections such as Lakewood Road and Nix Road, Highway 64 and Howard Gap Road, Highway 64 and Francis Road. Mr. Fitch asked if Highland Square Drive was a NCDOT road. Mr. Heyman stated no, that is a private drive. Mr. Fitch stated he do not see any trees on the site plan and that is an issue. Mr. Abraham stated they will follow the city's ordinance and guidelines on landscaping and they normally put more landscaping in than is required.

Mr. Abraham stated at the southern end of the property is the floodplain in zone AE which is the 100-year floodplain. They have no desire to develop homes in the floodplain. They have pushed the homes up so that they are away from the creeks.

Mr. Fitch asked about the greenway and where it is located. Mr. Heyman stated the city does have some easements but they have no plans for a greenway. Mr. Fitch stated he noticed there has been work going on in the area. Mr. Heyman stated the city is doing a streambank restoration project and that is being done through the Engineering Department.

Bernie Miller asked when the expected date of the completion of the TIA would be. Mr. Abraham stated they hope to have that by the 19th of June. He asked if this would be available to the public. Mr. Heyman stated it would be public record and the neighbors are welcome to take a look at it.

Mr. Fitch asked about the meeting time frame and the development time frame. Mr. Abraham stated they would like to be on the agenda for the July and August meetings. They would not start construction until spring of 2021. They prefer not to start construction in the winter.

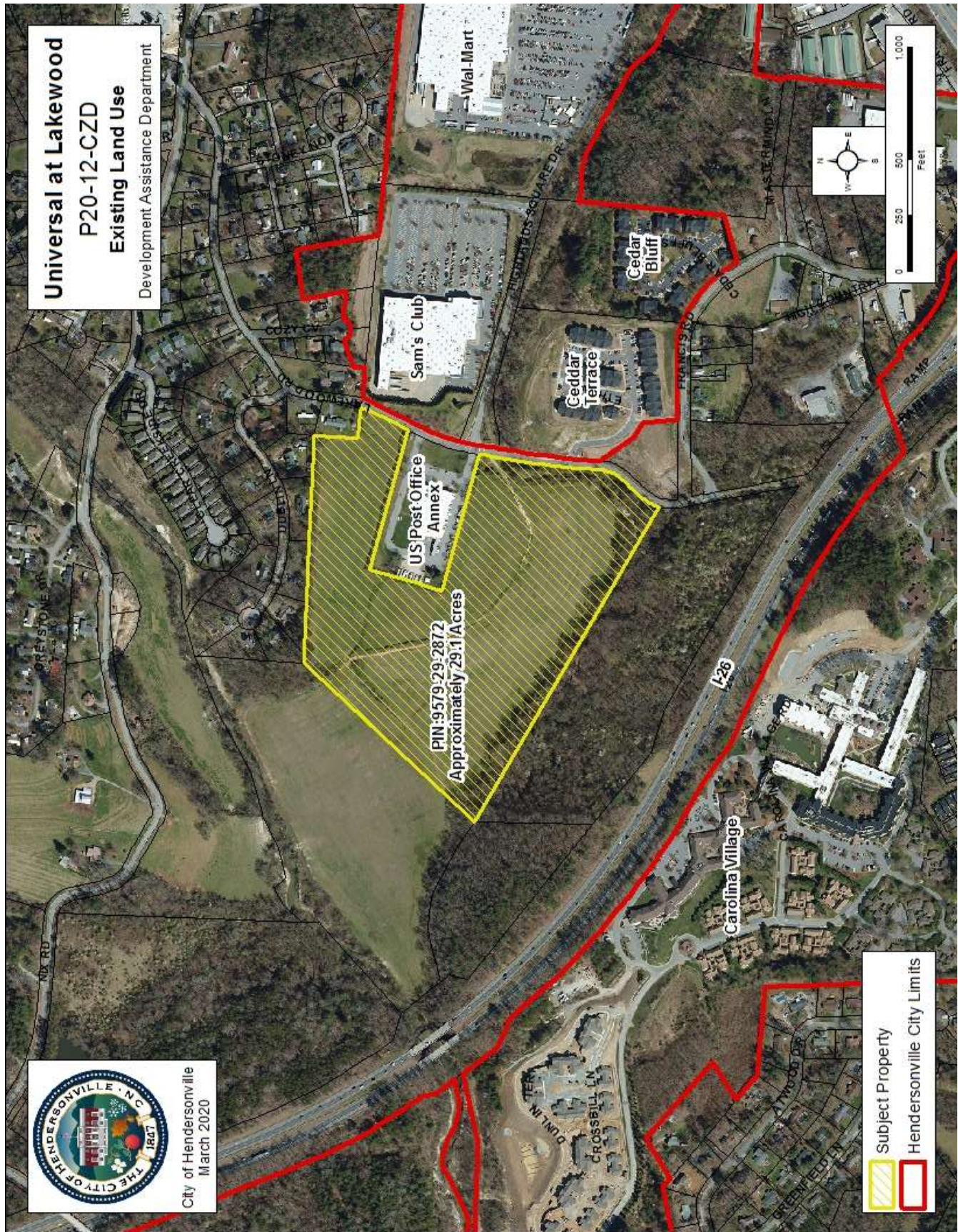
Mr. Fitch asked if all city work on the stream restoration project is not related to this project. Mr. Heyman stated no, the streambank restoration project is not related to this project.

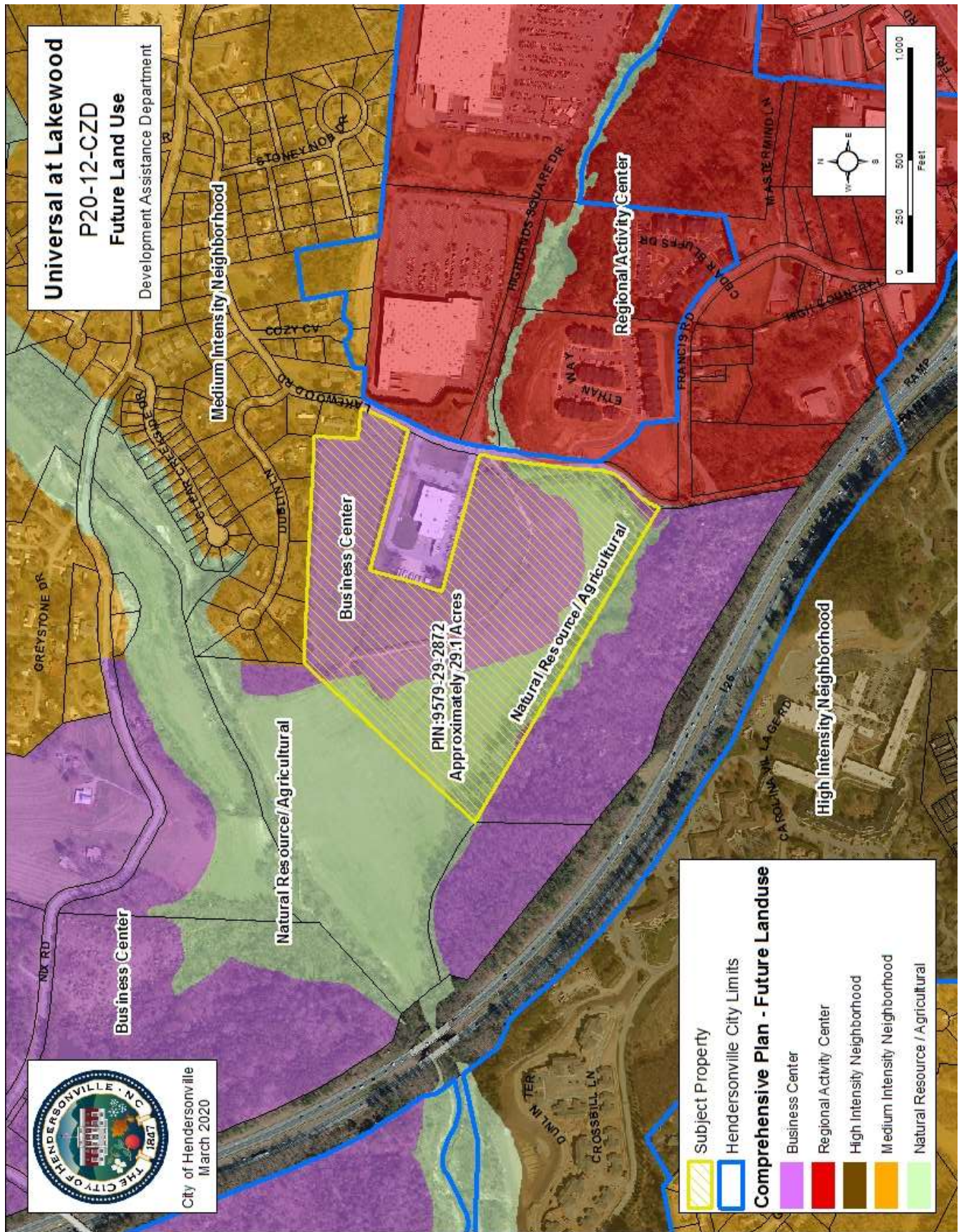
Jennifer Staton stated she was concerned about the school buses and the increase in traffic. The TIA study is being done now when restrictions have been in place concerning the COVID19 outbreak and that should be considered in the TIA. Mr. Heyman stated staff has discussed with the city's traffic consultant the fact that the traffic counts will not be consistent with what is going on right now. They plan to over count the proposed traffic and take into consideration the COVID19 impact on traffic.

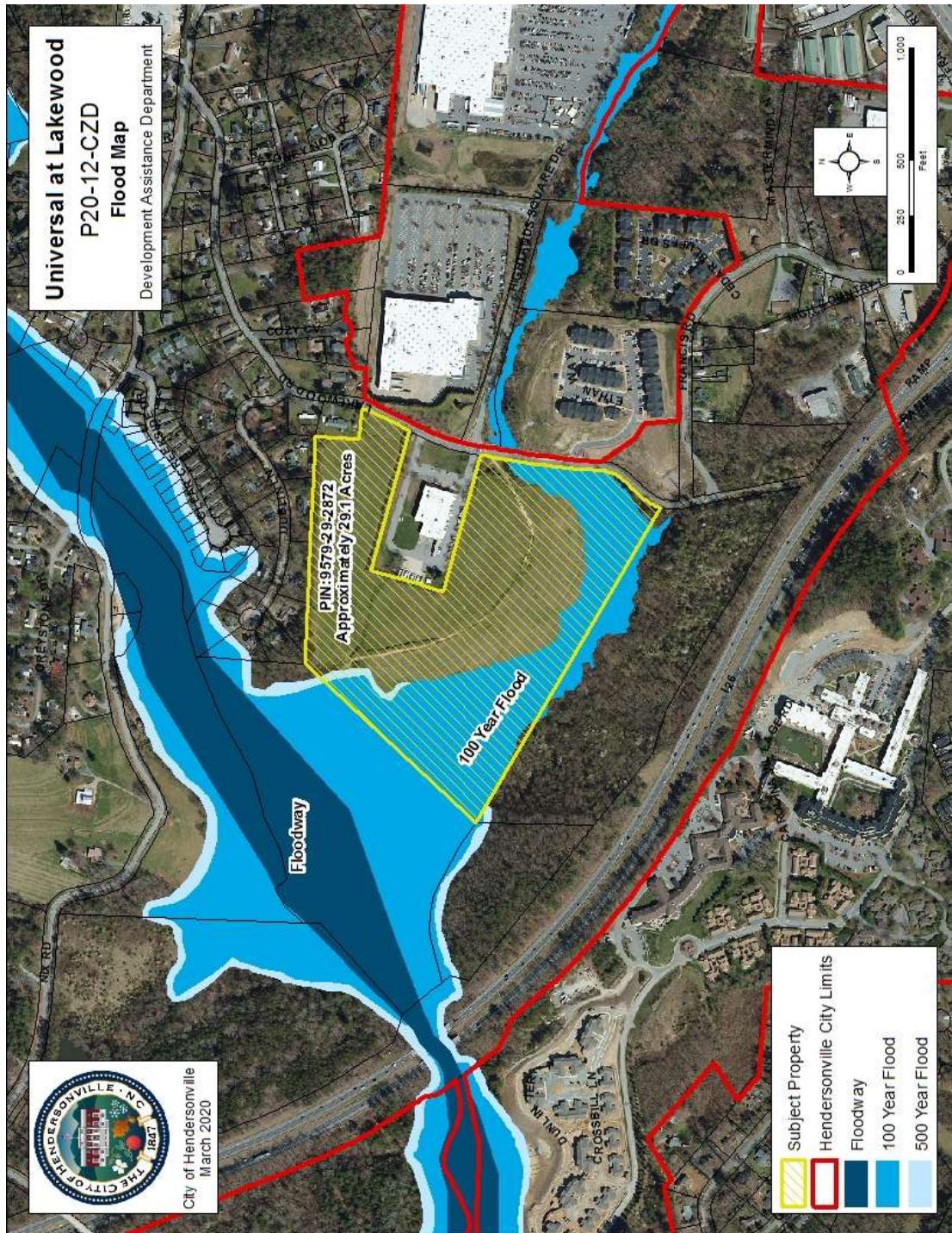
Mr. Heyman stated this concludes the meeting. He stated the next step for this project is the Planning Board and everyone that got noticed will be noticed of the Planning Board meeting as well.

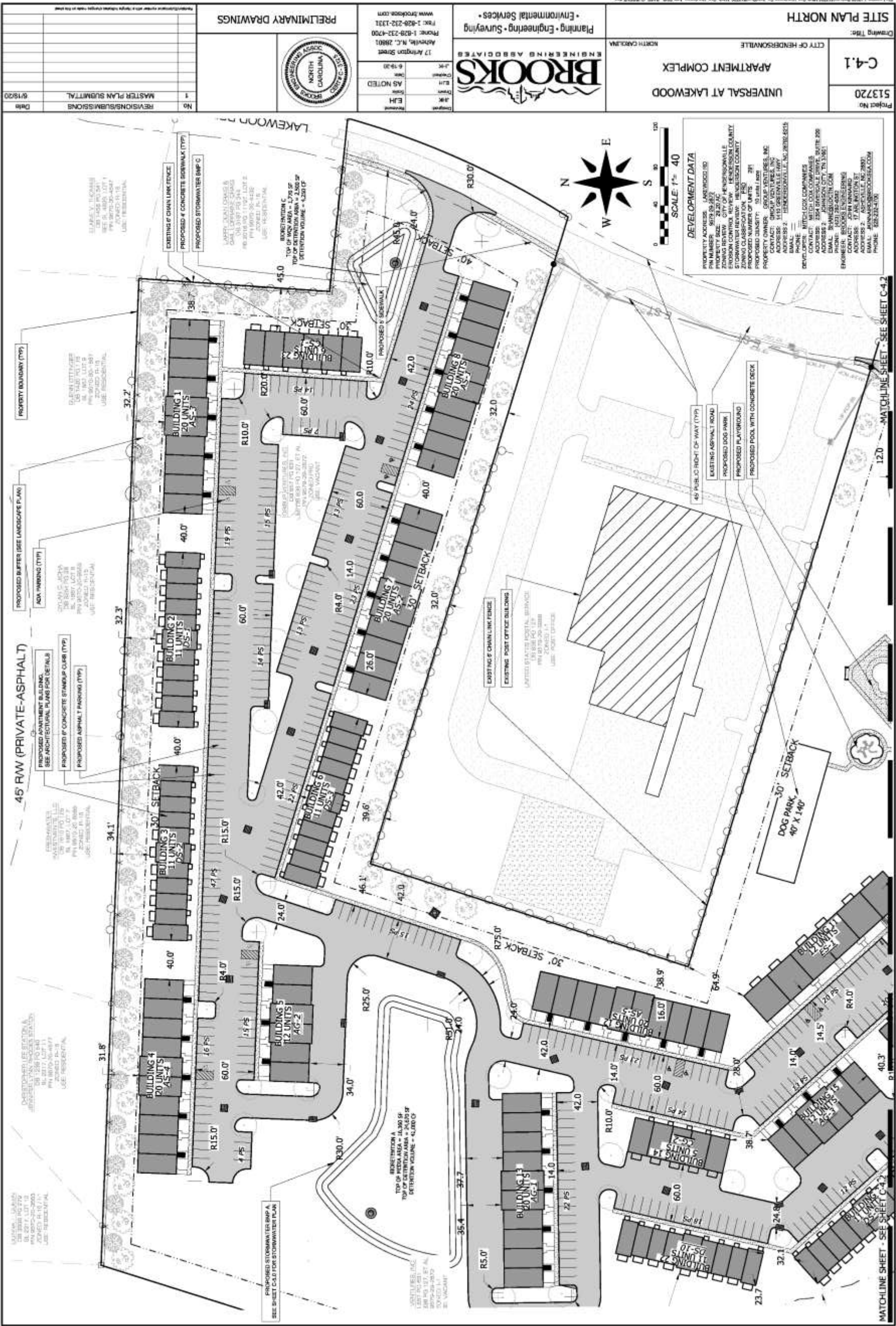
With no further comments or questions, Mr. Heyman closed the meeting at 3:08 pm.

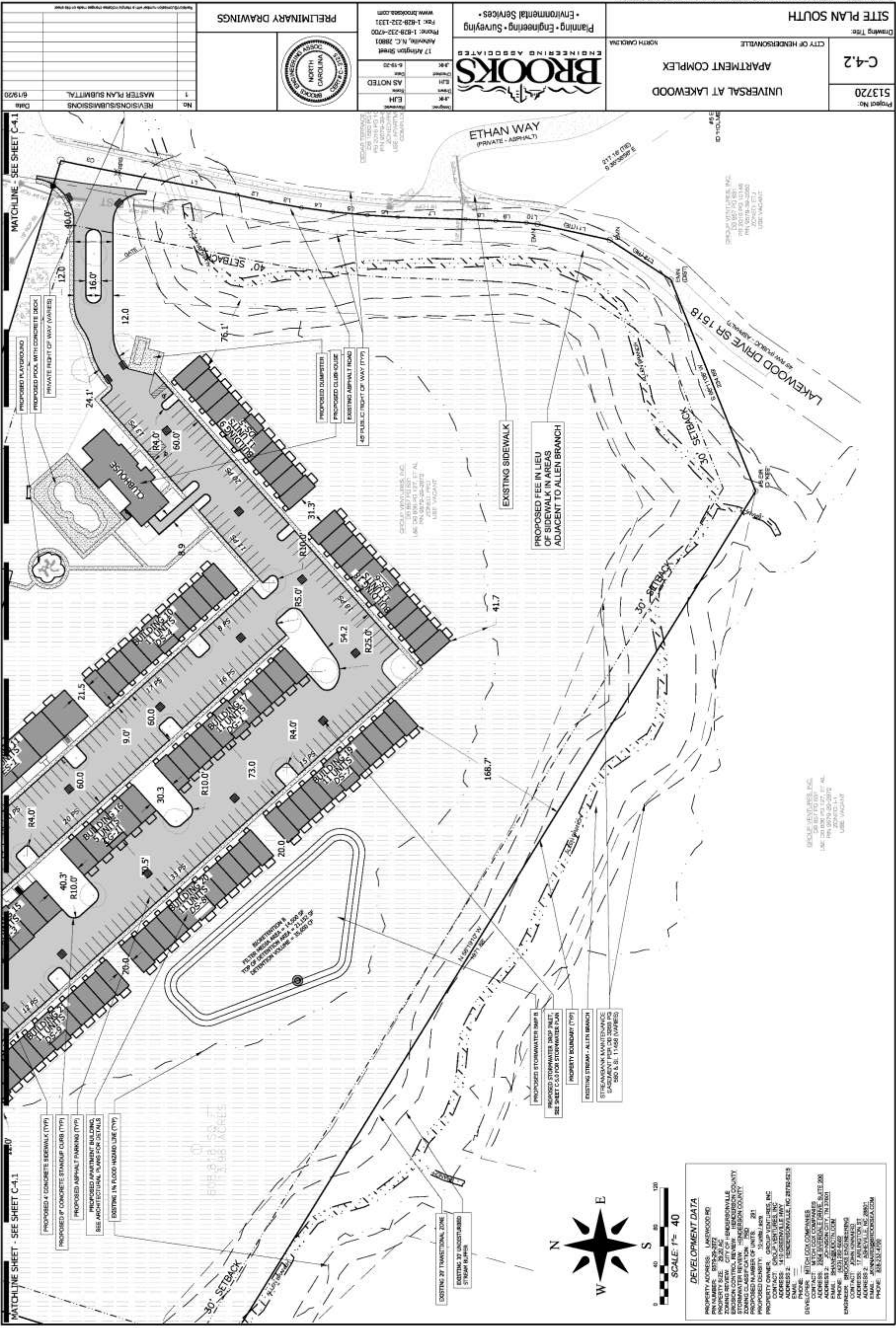
CITY COUNCIL
UNIVERSAL AT LAKEWOOD
AUGUST 6TH, 2020
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July 10, 2020

Mr. Daniel Heyman
City of Hendersonville
Development Assistance Department
100 N. King Street
Hendersonville, NC 28712

RE: Lakewood Road Apartments TIA Review

Dear Daniel,

At the request of the City of Hendersonville, Kimley-Horn has conducted a review of the draft sealed traffic impact analysis (TIA) prepared for the Lakewood Road Apartments TIA dated June 2020 and the TIA supplement dated July 2020 by JM Teague Engineering and Planning. The proposed site is anticipated to consist of up to 291 multifamily units and is located along Lakewood Road near the intersection with Highlands Square Drive, just behind the post office. This memo outlines our review of the TIA and the TIA supplement.

TECHNICAL REVIEW COMMENTS

The following comments were developed in accordance with the traffic impact analysis guidelines contained within the NCDOT *Policy on Street and Driveway Access to North Carolina Highways* and the NCDOT *Congestion Management Capacity Analysis Guidelines*.

While, the TIA did comply with all the required guidelines within the NCDOT *Policy on Street and Driveway Access to North Carolina Highways* and the NCDOT *Congestion Management Capacity Analysis Guidelines*, the draft sealed TIA did not provide level of service in the approach and overall format as specified in the NCDOT guidelines. It is important to note that the TIA did provide information for each movement in lieu, which does provide a comprehensive review of the overall operations at the intersection, but this does not align with NCDOT's guidance for reviewing and assessing mitigation for the study area intersections. The review of the DRAFT sealed TIA generated the need for the development of the supplemental analysis for the subject intersection of US 64 at Sugarloaf Road/Francis Road and US 64 at Highland Square Drive.

The supplemental analysis (July 2020) for the intersection of US 64 and Sugarloaf Road/Francis Road recommends the reconfiguration of the intersection to better accommodate the impact of the proposed development's traffic as well as manage background traffic volumes along the US 62 corridor. These improvements include:

1. Sugarloaf Road NB Approach:
 - a. Reconfigure the existing laneage to construct dual left turns, a thru lane, and a right-turn lane.
2. Francis Road SB Approach Southbound:
 - a. Reconfigure the existing laneage to construct a dedicated left-turn lane and a shared thru/right-turn lane



Page 2

3. US 64 Southwest bound:
 - a. Add a dedicated right-turn lane
4. Overall intersection
 - a. Reconfigure the phasing to accommodate the new laneage proposed by the development

CONCLUSIONS

Based on the technical review of the documentation provided regarding the proposed development, the analysis as presented represents an accurate depiction of the potential operations within the study area considering the impact of the proposed development. The proposed improvements at the intersection of US 64 and Sugarloaf Road/Francis Road are recommended as mitigation for the proposed development.

Please contact me at (704) 488-3055 or jonathan.guy@kimley-horn.com should you have any questions regarding this analysis.

Sincerely,

A handwritten signature in black ink, appearing to read "Jonathan R. Guy".

Jonathan Guy, PE, AICP, PTOE
Vice President



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 8-6-2020

Presenter: Tyler Morrow, Planner

Title of Item: Public Hearing: Contiguous Annexation 1601 Old Spartanburg Highway

Nature of Item: Council Action

Council Meeting Date: 8-6-2020

Summary of Information/Request:

Item # 7C

File # P20-25-ANX

The City of Hendersonville has received a petition from Jeff Justus for contiguous annexation of PIN 9578-51-0342 that is approximately 4.17 acres and located at 1601 Old Spartanburg Road.

At your meeting of July 2, 2020, you accepted the Clerk's Certificate of Sufficiency and recommended a public hearing for the August 6, 2020 City Council meeting.

At this public hearing, any person residing in or owning property in the area proposed for annexation and any resident of Hendersonville may appear and be heard on the questions of the sufficiency of the petition and the desirability of the annexation. If City Council then finds and determines that the area described in the petition meets all of the standards set out in G.S. 160A-31, Council may adopt an ordinance annexing the area described in the petition.

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 City Council adopt an ordinance annexing the property included in the petition submitted by Jeff Justus. The effective date is August 6, 2020.

Attachments:

Ordinance
Map
Survey
Certificate of Sufficiency

Ordinance # ____ - ____

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

Adopted date:	_____
Effective date:	_____
Total Acreage:	_____
Petitioner:	_____

WHEREAS, the City Council of the City of Hendersonville, North Carolina, has been petitioned under G.S. 160A-31 to annex the area described below; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held at Hendersonville, NC, at 5:45 p.m. on August 6, 2020, after due notice by publication on July 19, 2020 and July 26, 2020; and

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 G.S. 160A-31, the following described contiguous territory is hereby annexed and made part of City of Hendersonville as of August 6, 2020:

METES AND BOUNDS DESCRIPTION

3460/367

Bradley/Gordon /Justus Description

BEGINNING at a new iron stake in the northern boundary of the right-of-way of U.S. Highway 176 (Spartanburg Highway) with said new iron stake being the southernmost corner of that property described in deed found in Deed Book 1263 at Page 67 in the office of the Registry for Henderson County, North Carolina, and said new iron stake is also the westernmost corner of the Gosnell tract found in Deed Book 754 at Page 445 of the records of the Henderson County Registry and moving thence from said beginning point along and with the approximate northern boundary of Highway 176, North 41 deg. 31 min. 13 sec. West 277.27 feet to a new iron stake near the intersection of Highway 176 with Shepherd Street (S.R. 1779); thence with the southern boundary of Shepherd Street, North 04 deg. deg. 12 min. 29 sec. East 70.32 feet to an existing right-of-way corner monument; thence along and with the approximate southern boundary of the right-of-way of Shepherd Street, North 49 deg. 28 min. 17 sec. East 298.48 feet to an existing right-of-way monument; thence 18 courses as follows:

North 36 deg. 26 min. 34 sec. West 3.91 feet; North 54 deg. 03 min. 42 sec. East 100.27 feet; thence on an arc to the right in a northeasterly direction with the arc having a radius of 32.00 feet, an arc length of 39.15 feet , chord bearing and distance are North 88 deg. 55 min. 51 sec. East 36.75 feet; thence South 56 deg. 01 min. 10 sec. East 8.98 feet; South 47 deg. 32 min. 50 sec. East 52.49 feet; South 47 deg. 59 min. 59 sec. East 31.64 feet; South 48 deg. 39 min. 22 sec. East 28.15 feet; South 50 deg. 48 min. 40 sec. East 35.95 feet; South 52 deg. 48 min. 24 sec. East 45.25 feet; South 56 deg. 49 min. 07 sec. East 38.84 feet; South 59 deg. 10 min. 51 sec. East 43.08 feet; South 60 deg. 48 min. 07 sec. East 29.70 feet; South 61 deg. 49 min. 50 sec. East 18.24 feet; thence North 59 deg. 47 min. 59 sec. West 10.87 feet; North 53 deg. 58 min. 02 sec. West 49.64 feet; North 50 deg. 23 min. 49 sec. West 93.94 feet; thence South 48 deg. 28 min. 47 sec. West 3.88 feet and South 48 deg. 28 min. 47 sec. West 178.26 feet to the point and place of BEGINNING, and containing 4.366 acres more or less according to a survey for Jeff Justus by Stacy Kent Rhodes dated January 2, 2020 and being Job Number 19-095.

This conveyance is made and accepted subject to the rights-of-way of U. S. Highway 176 Shepherd Street and Old Spartanburg Highway as they extend to their full legal widths.

For legal reference see deed found in Deed Book 1263 at Page 67 of the Henderson County registry.

This conveyance is further subject to such other easements, restrictions, and rights-of-way of record, if any.

Recorded in the Henderson County, NC Register of Deeds

Section 2. Upon and after August 6, 2020, the above described territory and it citizens and property shall be subject of all debts, laws, ordinances and regulations in force in City of Hendersonville, North Carolina. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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 in the office of the Secretary of State at 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 be delivered to the 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 _____ day of _____, 20____.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Angela L. Reece, City Clerk

Approved as to form:

Samuel H. Fritschner, 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 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 _____, 2020.

My commission expires:

Amy H. Knight

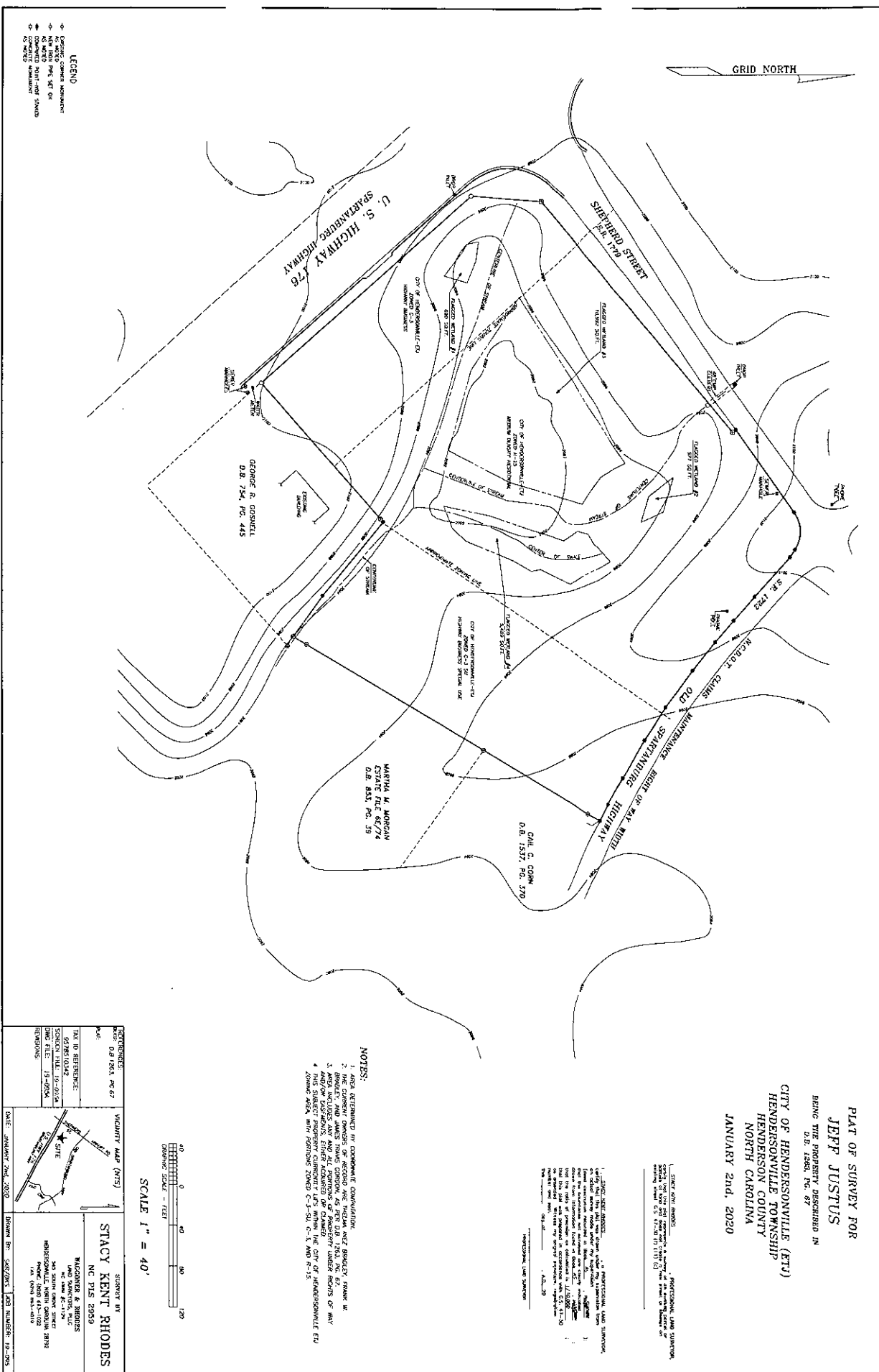
1601 Old Spartanburg Road
P20-25-ANX
Contiguous Annexation
Development Assistance Department



Pin: 9578510342
Approximately 4.17 Acres

Subject Property
Hendersonville City Limits

The legend consists of two colored boxes: a yellow box with diagonal hatching representing the 'Subject Property' and a red box representing the 'Hendersonville City Limits'.



PLAT OF SURVEY FOR
JEFF JUSTUS
BRING THE PROPERTY DESCRIBED IN
D.E. 1260, P.C. 67
CITY OF HENDERSONVILLE (ET AL)
HENDERSONVILLE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA
JANUARY 2nd, 2020

STAFF AND ADVISORY BOARD MEMBERS

PROFESSOR LAM SIU-MING
Chairman, Staff and Advisory Board, and Director of the
Centre for Environmental and Estuarine Studies
Tel: 2750 1711 Fax: 2750 1711 (2)

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Chairman, Staff and Advisory Board, and Director of the
Centre for Environmental and Estuarine Studies
Tel: 2750 1711 Fax: 2750 1711 (2)

NOTES:

1. AREA DETERMINED BY COORDINATE COUPLING.
2. THE CURRENT OWNERS OF RECORD ARE HELMA RITZ BROUQUET FRANK W. BROUQUET, AND JAMES THOM GORDON, AS PER D.B. 1261, SS. 67.
3. AREA INCLUDES ANY AND ALL PORTIONS OF PROPERTY UNDER RIGHTS OF WAY AND/OR EASEMENTS, EITHER ACQUIRED OR CLAIMED.
4. THIS SUBJECT PROPERTY CURRENTLY LIES WITHIN THE CITY OF HENRICHSVILLE EVU ZONING AREA, WITH PORTIONS ZONED C-3-SU, C-3, AND R-15.



SCALE 1" = 40

[illegible]

CERTIFICATE OF SUFFICIENCY

Re: **Petition for Contiguous Annexation**
1601 Old Spartanburg Road
File No. P20- 25-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina:

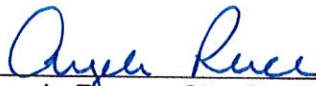
I, Angela Reece, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the contiguous annexation of 4.17 acres identified as tax parcel 9578-51-0342.

A. According to the Development Assistance Department, the area described in the petition meets all of the standards set out in GS160A-58.1(b).

1. The petition follows the prescribed form.
2. The petition was signed by the owners of the subject property.
3. The subject property adjoins the existing city limits line.

Having made the findings stated above, I hereby certify the petition for satellite annexation presented by Jeff Justus is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 4 day of June, 2020.



Angela Reece, City Clerk





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tracey Cox

Department: Police

Date Submitted: 7/28/2020

Presenter: Amber Glisson

Date of Council Meeting to consider this item: 08/06/2020

Nature of Item: Council Action

Summary of Information/Request:

Item # 8A

After diligent research of parking enforcement companies and consultation by city staff it has been determined that adding a parking meter on-line pay app, ParkMobile, is the best option. ParkMobile charges the parking customer \$.35 cents per transaction to use the app, and the app is integrated into the lparq system. However, the City of Hendersonville can absorb that convenience fee. ParkMobile will simply subtract the fee prior to sending the parking fees to the City.

For Passport Parking App there is a \$.30 convenience fee charged to the customer and a monthly fee of \$2,500 charged to the city.

Note: The City Council will need to keep in mind that once the parking deck is constructed the City will need to generate a specific amount of revenue to cover parking costs. If we absorb the convenience fee now, we may have to raise parking rates in the future to generate the necessary revenue.

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

Suggested Motion:

I move that City Council approve the Park Mobile Parking Services Agreement as submitted.

Attachments:

ParkMobile attachment



PARKING SERVICES AGREEMENT

THIS PARKING SERVICES AGREEMENT is made and entered into as of this 13th day of July, 2020 (the “Effective Date”), by and among Parkmobile, LLC, a Delaware limited liability company (“Parkmobile”), and the City of Hendersonville, a North Carolina municipality (“Client”).

RECITALS:

WHEREAS, Parkmobile is engaged in the business of providing integrated solutions for the management of parking-related matters, which may include providing a system for the electronic payment of on-demand, reservation and/or permit parking, related back-office administration, and assistance with and a system for the marketing and sale of such parking through the Internet and Parkmobile proprietary websites and mobile applications (collectively, the parking services purchased by Client hereunder and as further described in Schedule 1 are referred to as the “Parkmobile Services”); and

WHEREAS, Parkmobile and Client desire to enter into a mutually beneficial arrangement pursuant to which Parkmobile will provide the Parkmobile Services to Client as described herein; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

Except as otherwise expressly indicated in this Agreement, the following terms if used in this Agreement will have the following meanings (such meanings to be applicable equally to the singular and plural forms of the terms defined):

1.1 “Agreement” means this Parking Services Agreement, any additional terms and conditions which are acknowledged or agreed upon by Client in connection with the Parkmobile Services, and any agreements or orders referencing this Parking Services Agreement, all as amended from time to time.

1.2 “Application” means Parkmobile’s proprietary mobile applications and other properties as Parkmobile may develop for use in connection with the Parkmobile Services, including for the purpose of scheduling, starting, extending and completing Transactions and making payment for all related charges and fees.

1.3 “Emerging Parking Revenue” means the Total Price generated by Users using an Emerging Payment Method less User Fees charged by Parkmobile, Transaction Processing Fees, and any applicable bank transfer and other third-party fees.

1.4 “Facility” means the parking facilities listed in Schedule 3, which is attached hereto and incorporated herein, and any additional parking facilities agreed upon in writing by the parties from time to time.

1.5 “Fees” means any and all fees charged by Parkmobile in connection with the Parkmobile Services.

- 1.6** “Inventory” means parking space inventory at the Facilities.
- 1.7** “IVR System” means Parkmobile’s interactive voice response system.
- 1.8** “Law” means any applicable laws, rules or regulations, as amended and updated from time to time.
- 1.9** “Net Parking Revenue” means the Total Price generated by Users using a Traditional Payment Method, less User Fees charged by Parkmobile, Transaction Processing Fee, and any applicable bank transfer and other third-party fees.
- 1.10** “Parking Fee” means, for each Transaction, the amount set by Client for a given Transaction. Parking Fees do not include the User Fee.
- 1.11** “Parking Permit” means a pre-paid parking permit featuring a bar-code, alphanumeric combination or other identification credential (e.g. license plate, Transaction number, beacon identification, RFID tag, sticker, proxy cards, etc.) to be scanned upon arrival at a Facility and which will grant the User a license to park one (1) vehicle at the Facility for a specified period of time, subject to the applicable rules and regulations for use of the Facility as determined by Client.
- 1.12** “Personal Information” means any information that identifies or could be used to identify an individual.
- 1.13** “Platform” means collectively the Application; Parkmobile Services; Site(s); IVR System; Technology; any Parkmobile technologies, functions, servers, databases, and parking management systems; other Parkmobile products, services, content, features, technologies, functions, applications, and related websites or other applications; and any updates, changes, revisions or additions thereto.
- 1.14** “Report” means a detailed statement of information related to the Transactions, as more particularly described in Schedule 2 attached to this Agreement and incorporated herein.
- 1.15** “Service Fee” means the fees charged by Parkmobile in connection with the Parkmobile Services and listed as Service Fees on Schedule 3.
- 1.16** “Site(s)” means any website owned or controlled by Parkmobile.
- 1.17** “Technology” means any and all Parkmobile technology (including, but not limited to, application programming interfaces, software, etc.) provided by Parkmobile to Client that is necessary for Client to use and access the Parkmobile Services solely as contemplated hereunder.
- 1.18** “Total Price” means the total amount to be charged to the User for each type of Transaction, including (as applicable) the Parking Fee, any User Fee, Service Fee or other fees which may be charged in accordance with this Agreement, including Schedule 3.
- 1.19** “Transaction” means a User’s purchase through the Platform of the right to use a parking space, charging station, or other service for a certain period of time.
- 1.20** “Transaction Processing Fee” means merchant processing, gateway and related fees at \$0.15 plus 3% of the Parking Fee per authorized Transaction or such other amount as expressly set forth on Schedule 3.

1.21 “User” means the individual end user using the Platform other than Client.

1.22 “User Data” means all data collected from Users in connection with their use of the Platform, including during the registration process and which may include Personal Information.

1.23 “User Fee” means the fees charged by Parkmobile in connection with the Parkmobile Services and listed as User Fees on Schedule 3.

ARTICLE 2 PARKMOBILE SERVICES

2.1 **Services Provided by Parkmobile.** During the Term (as defined below), Parkmobile shall provide the Parkmobile Services for Client. The parties mutually shall agree upon the launch date for the Parkmobile Services. Parkmobile shall provide the Parkmobile Services in accordance with the service levels set forth on Schedule 2, as the same may be amended by Parkmobile from time to time. If Client desires additional services that are not expressly agreed upon in this Agreement, the parties shall negotiate regarding such additional services, including the amount of additional compensation to Parkmobile, and will memorialize their agreement, if any, in either a separate written contract or an amendment to this Agreement.

2.2 **Help and Support.** Parkmobile agrees to use commercially reasonable efforts to assist Client with technical support that Client may reasonably require in relation to the Parkmobile Services. Parkmobile agrees to provide Client with the preventative maintenance, corrective maintenance, adaptive maintenance and online, on-site and telephone support with respect to the Parkmobile Services that it generally provides to clients.

2.3 **Error Corrections.** Each of Parkmobile and Client shall promptly notify the other of any errors or interruptions in the Parkmobile Services. In the event of any errors or interruptions in the Parkmobile Services, Parkmobile’s sole and exclusive obligation shall be to use commercially reasonable efforts to repair or restore that portion of the Parkmobile Services as promptly as possible. The form of such repair or restoration will be determined by Parkmobile.

2.4 **Publicity of Services.** Subject to Section 5.7 below, all brochures and promotional materials to be distributed by Client in connection with the Parkmobile Services shall be in a form mutually agreed upon by the parties, which approval shall not be unreasonably withheld or delayed.

2.5 **Cooperation.** Each party shall reasonably cooperate with the other party to permit such party to perform its duties and obligations under this Agreement in a timely manner.

2.6 **Exclusivity.** Parkmobile shall be the exclusive provider of electronic payment on-demand parking services for Client during the Term.

2.7 **Authority of the Parties.** Each party acknowledges and agrees that it has no authority to act on behalf of the other party other than as expressly set forth in this Agreement or to enter into any contract or to incur any liability on behalf of the other party. Each party covenants that it shall not at any time represent, either orally or in writing, that it has any right, power or authority with respect to the other party.

2.8 **Status Meetings.** On periodic basis, but not less than twice per year, an appropriate representative of each party shall conduct a joint meeting to discuss the status of the Parkmobile Services

and the parties' relationship hereunder, as well as to answer questions, gather information and resolve disputes that may occur from time to time. It is the expectation of the parties that the representatives of the parties shall communicate directly with one another and work directly with one another to work to ensure that all Parkmobile Services are completed on a timely and complete basis. All meetings pursuant to this Section 2.8 may be face to face, video or telephonic meetings as may be agreed upon by the parties. Each party shall bear its own costs of attending or participating in such meetings.

2.9 Parking Information. Client is responsible for setting rates and zones and other required information regarding its parking inventory offered through the Parkmobile Services and for keeping such information up to date within the Parkmobile Services.

ARTICLE 3 FEES; EXPENSES

3.1 Fees. The Fees applicable to the Parkmobile Services are set forth on Schedule 3. For each Transaction, Parkmobile shall charge the User the Total Price. Parkmobile reserves the right to increase Fees upon sixty (60) days notice to Client which notice may be via email, web portal or other method.

3.2 Merchant of Record.

(a) If Parkmobile is the merchant of record ("MOR") for the Parkmobile Services as shown in Schedule 3, then Client shall provide to Parkmobile: (a) a Client Electronic Funds Authorization Form (in the form of Schedule 4 attached to this Agreement and incorporated herein), (b) a W-9, and (c) a copy of a voided check or bank letter with account info (collectively, the "Distribution Information") prior to remittance by Parkmobile of any amounts due hereunder. Parkmobile will retain all amounts due Client without penalty until Parkmobile receives the Distribution Information from Client. Thereafter, Parkmobile shall remit amounts due Client as set forth in Schedule 3 on the 15th of the following month. Client hereby appoints Parkmobile as its limited agent to accept and process payments in connection with the Parkmobile Services and acknowledges that receipt of payment from Users in connection with the Parkmobile Services by Parkmobile shall be deemed the same as receipt by Client itself.

(b) If Client is the MOR as shown in Schedule 3, Client shall pay Parkmobile all amounts due Parkmobile not later than thirty (30) business days after the date of Parkmobile's invoice. Late payment interest of the lesser of ten percent (10%) per annum or the maximum rate permitted by Law may be assessed by Parkmobile on any payment past due, in which case such interest shall accrue from the payment due date to the date payment is received.

(c) Client hereby appoints Parkmobile as its limited agent to accept and process payments in connection with the Parkmobile Services and acknowledges that receipt of payment from Users in connection with the Parkmobile Services by Parkmobile shall be deemed the same as receipt by Client itself.

3.3 Taxes. Except as otherwise noted herein, Parkmobile's prices do not include sales, use, revenue, excise or similar taxes. Accordingly, in addition to the prices specified herein, the amount of any sales, use, revenue, excise or other similar tax applicable to the Parkmobile Services provided hereunder shall be paid by Client, or, in lieu thereof, Client shall provide Parkmobile with a tax exemption certificate issued by the appropriate taxing authority.

3.4 Billing Disputes. Client shall not be entitled to suspend payment of any disputed invoices. Any disputes must be submitted to Parkmobile in writing with an explanation of the reason for the dispute.

If any payment dispute is resolved by Parkmobile in favor of Client, Parkmobile shall credit Client on the immediately subsequent invoice issued to Client.

3.5 Expenses. Except as otherwise provided herein, Parkmobile shall not charge Client any costs for the integration of Client's system(s) or for the management of the Parkmobile Services. Parkmobile shall charge Client for ordinary, necessary and reasonable third-party costs on a direct cost basis and only after the prior approval of Client.

ARTICLE 4

TERM; TERMINATION

4.1 Term. The initial term of this Agreement shall commence as of the Effective Date and end three (3) years from the Effective Date (the "Initial Term"). Following the Initial Term, the Agreement shall automatically renew for consecutive one (1) year renewal terms (each a "Renewal Term"), provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-current Renewal Term. The date on which this Agreement is terminated or expires as provided herein is called the "Termination Date," and the period from the Effective Date through the Termination Date is herein called the "Term."

4.2 Termination for Cause.

(a) Either party may terminate this Agreement, including the rights granted herein, if the other party breaches any provision of this Agreement and fails to remedy such breach within forty-five (45) days after receiving written notice thereof.

(b) Should a party (i) make a general assignment for the benefit of creditors; (ii) institute liquidation proceedings or proceedings to be adjudicated as voluntarily bankrupt; (iii) consent to the filing of a petition of bankruptcy against it; (iv) be adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (v) seek reorganization under any bankruptcy act; (vi) consent to the filing of a petition seeking such reorganization; or (vii) have a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in an insolvency covering all or substantially all of such party's property or providing for the liquidation or dissolution of such party's property or business affairs; then, in any such event, the other party, at its option and without prior notice, may terminate this Agreement effective immediately.

4.3 Effect of Termination.

(a) Upon termination or expiration of this Agreement (i) each party shall pay the other party any amounts then accrued and properly payable under this Agreement; (ii) each party promptly shall return to the other party all Confidential Information of such other party, (iii) Client promptly shall return to Parkmobile all materials in its possession provided by Parkmobile or otherwise created or produced by Parkmobile in connection with the performance of the Parkmobile Services hereunder; and (iv) Client shall discontinue all use of the Technology and any and all intellectual property of Parkmobile.

(b) Notwithstanding the exercise by any party of its rights under this Article 4, no termination of this Agreement shall relieve either party of its liability for the payment or performance of any obligation accrued prior to the Termination Date (including any indemnification obligation arising hereunder, whether or not notice of such indemnification claim has been given before such termination).

ARTICLE 5

ADDITIONAL COVENANTS OF THE PARTIES

5.1 Confidentiality. Each party (“receiving party”) acknowledges that all non-public information and data (including trade secrets) of the other party (“disclosing party”) including, but not limited to, information and data relating to the other party’s products, services, employees, customers, pricing, software, business, finances, marketing and promotions is the confidential and proprietary information of the disclosing party (“Confidential Information”). User Data is the property of and deemed the Confidential Information of Parkmobile. Except as otherwise set out herein, neither party shall disclose any Confidential Information of the other party to any third party or use it for its own benefit or the benefit of a third party, and each party shall take reasonable measures to protect the confidentiality of Confidential Information of the disclosing party and prevent its disclosure to others.

(a) Each receiving party may disclose the Confidential Information of the disclosing party to its affiliates and their respective employees and agents who are directly involved in the performance of this Agreement, who have a need to know and who are obligated in writing to honor the restrictions on disclosure and use of such Confidential Information set forth in this Agreement (the persons to whom such disclosure is permissible being collectively known as “Representatives”). Each receiving party shall be responsible for any breach of this Section 5.1 by its Representatives. Each receiving party shall not disclose, without the prior written consent of the disclosing party, any of such disclosing party’s Confidential Information that it has learned either during the course of this Agreement or in discussions and proposals leading up to this Agreement, except as expressly permitted hereunder or as may be required by Law. Each receiving party shall not use the Confidential Information of the disclosing party for any purpose other than that for which it was disclosed in order to exercise its rights and perform its obligations hereunder.

(b) Each disclosing party’s Confidential Information shall remain the property of such disclosing party. Upon the disclosing party’s request and any termination or expiration of this Agreement, the receiving party shall deliver, erase or destroy (at the disclosing party’s option) the disclosing party’s Confidential Information, and shall confirm to the disclosing party in writing that all such documents and things have been so provided, erased or destroyed.

(c) The foregoing obligations shall not apply to any Confidential Information that: (i) is in the public domain without breach of this Agreement by the receiving party; (ii) a receiving party can demonstrate was rightfully known prior to receipt from the disclosing party; or (iii) was subsequently received by the receiving party from a third party without any obligation of confidentiality to the disclosing party.

(d) Additionally, the receiving party may disclose the disclosing party’s Confidential Information if the information is disclosed by the receiving party pursuant to a requirement of a governmental agency or by operation of law; provided however, that the receiving party shall first notify disclosing party prior to disclosure, if allowed by Law, in order to give the disclosing party a reasonable opportunity to seek an appropriate protective order or waive compliance with the terms of this Agreement and shall disclose only that part of the Confidential Information which the receiving party is required to disclose. To the extent a party determines it is advisable to file a copy of this Agreement with a governmental agency, including the United States Securities and Exchange Commission, that party and its counsel shall work with the other party and its counsel to obtain confidential treatment of relevant portions of this Agreement, including, without limitation, product and service specifications and pricing information.

(e) Each party agrees that irreparable damage may occur, and that monetary damages may be an insufficient remedy at law, in the event that any of the provisions of this Section 5.1 is not

performed by the other party and that each party shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity.

(f) Each receiving party's obligation with respect to the Confidential Information of a disclosing party shall expire three (3) years after the termination or expiration of this Agreement; provided, however, that each party's obligations with respect to the trade secrets of a disclosing party shall remain in effect throughout the Term and at all times thereafter, but only for so long as such information remains a trade secret.

5.2 Information. Subject to Section 5.1 and any applicable Law, each party shall provide the other party with all information regarding itself and the transactions under this Agreement that the other party reasonably believes is required to comply with all applicable Law and to satisfy the requesting party's obligations hereunder. Any information owned by one party that is provided to the other party pursuant to this Agreement shall remain the property of the providing party. Except as set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights, licenses or otherwise in any such information.

5.3 Records. Each party shall maintain and retain records related to this Agreement, including the provision of the Parkmobile Services hereunder, consistent with such party's historical policies regarding retention of records. Subject to this Section 5.1, as needed from time to time during the Term and for three (3) years following expiration or termination of the Agreement, unless otherwise prohibited by applicable Law, the parties shall provide each other with records related to this Agreement to the extent that (a) such records exist in the ordinary course of business, and (b) such records are reasonably necessary for the requesting party to comply with its obligations under this Agreement or applicable Law.

5.4 Privacy & User Data. Each of Parkmobile and Client agree that it will use reasonable security practices and procedures appropriate to the nature of any Personal Information obtained in connection with this Agreement (including as part of the User Data) to safeguard such information. Each of Parkmobile and Client agree to comply with all applicable Law with regard to their use, disclosure, access and maintenance of Personal Information. Client shall be fully responsible and liable for any use or misuse of any User Data and Personal Information which Client accesses or obtains hereunder.

5.5 Insurance. Parkmobile shall keep all of its insurable properties adequately insured against losses, damages and hazards as are customarily insured against by businesses engaging in similar activities or owning similar properties and at least the minimum amount required by applicable Law.

5.6 Technology Sublicense.

(a) During the Term, Parkmobile hereby grants Client a personal, limited, nonexclusive, non-transferable, non-sublicensable, revocable right and sublicense to use the Technology solely in connection with the Parkmobile Services and as contemplated by this Agreement.

(b) Client shall not use the Technology for any use other than in connection with the Parkmobile Services and shall be fully responsible and liable for any use or misuse of the Technology. Client has and acquires no interest in or right to use the Technology or any improvements thereto or modifications thereof except as expressly set forth herein. In all instances, Client's use of the Technology shall inure to Parkmobile's benefit. During the Term or at any time thereafter, Client shall not commit, or cause any third party to commit, any act challenging, contesting or impairing or attempting to impair Parkmobile's right, title and interest in and to the Technology or the validity thereof.

5.7 Trademark License & Branding.

(a) Each party (“licensor”) grants the other party (“licensee”) a personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use licensor’s trademarks, trade names and logos (the “Marks”) during the Term solely in connection with the Parkmobile Services as provided hereunder. Any such use by licensee is subject to and must be in accordance with licensor’s guidelines (as updated from time to time) if and as provided by licensor to licensee. In addition, any use by licensee of licensor’s Marks is subject to licensor’s prior written (which includes email) approval. Client agrees to use commercially reasonable efforts to obtain for Parkmobile a license to use the Marks and photos or video assets associated with a Facility (including where Client is not the Facility owner) and any tenants of a Facility in connection with Parkmobile’s marketing of the Parkmobile Services as available at such Facility. If Client cannot obtain such license(s), Parkmobile has no obligation to include or use such Marks in connection with the Parkmobile Services provided hereunder. Parkmobile reserves the right to change its name, branding and signage at any time during the Term.

(b) Licensee shall not make any use of licensor’s Marks in a manner that dilutes, tarnishes or blurs the value of such Marks. Licensor owns all Marks and any and all goodwill associated with such Marks and all such goodwill and other propriety rights created by or resulting from licensee’s use shall inure to the benefit of licensor.

5.8 Ownership of Intellectual Property. Client acknowledges and agrees that Parkmobile or its licensors are the owners of all right, title and interest in and to the Platform, User Data, the Technology, all deliverables created by Parkmobile hereunder, any other Parkmobile intellectual property and all appurtenant patent, copyright, trademark, trade secret and other intellectual property or proprietary rights associated with any of the foregoing. To the extent Parkmobile provides any deliverable to Client for its use hereunder (e.g. material for inclusion on a Client-hosted website to direct Users to a Site), Client is hereby granted a limited, revocable, non-sublicensable and personal right to use such deliverable solely during the Term in accordance with any instructions provided and solely in connection with the Parkmobile Services. The provision of any such deliverable to Client does not constitute a sale of such deliverable. Client shall not assign, sublicense, transfer, pledge, lease, rent or share any rights under the foregoing license to any third party unless expressly permitted in writing by Parkmobile. Client shall be fully responsible and liable for any use or misuse of the foregoing. Client further agrees that all deliverables shall be deemed Parkmobile Confidential Information.

5.9 Reservation of Rights. All rights not expressly granted to Client under this Agreement are reserved to Parkmobile. All intellectual property rights related to the Platform, including but not limited to the Parkmobile Services, as well as any additional services, software, technology or systems developed by Parkmobile, belong to Parkmobile.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION

6.1 Representations and Warranties. Each of Parkmobile and Client hereby represents, warrants and covenants to the other party hereto as follows:

(a) It is duly organized and validly existing under the laws of the state of its incorporation and has full power and authority to carry on its business and to own and operate its properties and assets;

(b) The execution, delivery and performance of this Agreement by such party has been duly authorized by all requisite corporate, governmental or limited liability company action, as applicable;

(c) It has the power and authority to execute and deliver this Agreement, perform its obligations and grant any licenses granted hereunder;

(d) It has all rights, titles and interests necessary to grant any licenses granted hereunder;

(e) The execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof do not and will not conflict with or result in a breach of any of the terms or provisions of or constitute a default under the provisions of its charter documents or bylaws, any order, writ, injunction or decree of any court or governmental authority entered against it or by which any of its property is bound, or any agreement with or obligation to a third party; and

(f) It at all times shall comply with applicable Law.

6.2 Disclaimer of Warranties. THE PLATFORM, INCLUDING THE PARKMOBILE SERVICES, ARE PROVIDED “AS IS” AND WITH ALL FAULTS. CLIENT ACKNOWLEDGES AND AGREES THAT PARKMOBILE SHALL NOT BE LIABLE FOR ANY ERROR, OMISSION, DEFECT, DEFICIENCY OR NONCONFORMITY IN THE PLATFORM, INCLUDING THE PARKMOBILE SERVICES. WITHOUT LIMITING THE FOREGOING, CLIENT ASSUMES ALL RISKS ASSOCIATED WITH THE PLATFORM, INCLUDING THE PARKMOBILE SERVICES. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN, NEITHER OF THE PARTIES MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, DIRECTLY OR INDIRECTLY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE PARKMOBILE SERVICES TO BE PERFORMED HEREUNDER, OR THE RESULTS OBTAINED THEREBY.

6.3 Indemnification.

(a) Parkmobile (an “Indemnifying Party”) shall indemnify, defend and hold harmless Client, its affiliates, and their respective successors, assigns, officers, directors, employees, and representatives (each a “Client Indemnified Party”) from and against any liability, damage, loss, cost, expense (including reasonable attorneys’ fees and expenses), claim, lien, demand, payment, suit, action, recovery and judgment of every nature and description (“Claim”) incurred by such Client Indemnified Party or made, brought or recovered against such Client Indemnified Party by a third party to the extent resulting from or arising out of: (i) the error, omission or other negligence or willful misconduct of Parkmobile or its employees, agents or contractors, (ii) the breach or inaccuracy of any of Parkmobile’s representations or warranties in this Agreement; (iii) the breach of any of Parkmobile’s covenants or agreements in this Agreement; or (iv) any violations of Law by Parkmobile or its employees, agents or contractors in performing its obligations in connection with this Agreement. The duty to defend is separate from the duty to indemnify.

(b) Client (an “Indemnifying Party”) shall indemnify, defend and hold harmless Parkmobile, its affiliates, and their respective successors, assigns, officers, directors, employees, and representatives (each a “Parkmobile Indemnified Party”) from and against any Claim incurred by such Parkmobile Indemnified Party or made, brought or recovered against such Parkmobile Indemnified Party by a third party to the extent resulting from or arising out of: (i) the error, omission or other negligence or willful misconduct of Client or its employees, agents or contractors, (ii) the breach or inaccuracy of any of the Client’s representations or warranties in this Agreement; (iii) the breach of any of Client’s covenants or

agreements in this Agreement; or (iv) any violations of Law by Client or its employees, agents or contractors in connection with this Agreement. The duty to defend is separate from the duty to indemnify.

(c) If the Indemnified Party seeks indemnification under this Section 6.3, it shall promptly notify the Indemnifying Party of the Claim and allow the Indemnifying Party a reasonable opportunity to exercise control over defense and settlement of the Claim using Indemnifying Party's counsel. Provided the Indemnifying Party actively assumes control of defense, its indemnification obligations shall not apply to amounts paid in settlement entered into without the Indemnifying Party's consent which will not be unreasonably withheld or delayed. The Indemnifying Party shall not settle or consent to a judgment that materially and adversely affects the rights or interests of the Indemnified Party, requires the Indemnified Party to admit liability of any kind or imposes obligations on the Indemnified Party, without the prior express written consent of the Indemnified Party which will not be unreasonably withheld or delayed. The Indemnified Party and its employees and agents shall cooperate with the Indemnifying Party in its investigation and defense at the Indemnifying Party's expense.

6.4 Limitation of Liability. THE AGGREGATE LIABILITY OF PARKMOBILE FOR ANY AND ALL LOSSES AND DAMAGES ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE IS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) UNDER THIS AGREEMENT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT EARNED BY PARKMOBILE IN CONNECTION WITH THE PARKMOBILE SERVICES HEREUNDER. EACH PARTY HERETO AGREES THAT EACH OTHER PARTY SHALL NOT BE LIABLE TO SUCH PARTY OR ANYONE ACTING THROUGH SUCH PARTY UNDER ANY LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY) FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT.

ARTICLE 7 MISCELLANEOUS

7.1 Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations under this Agreement to the extent such failure or delay is caused by an act of God, act of a public enemy, war or national emergency, rebellion, insurrection, riot, epidemic, quarantine restriction, fire, flood, explosion, storm, earthquake, interruption in the supply of electricity, power or energy, terrorist attack, labor dispute or disruption, or other event beyond the reasonable control of such party and without the fault of or negligence by such party (each, a "Force Majeure Event"). If a party's performance under this Agreement is affected by a Force Majeure Event, such party shall give prompt written notice of such event to the other party, stating the date and extent of such suspension and the cause thereof, and shall at all times use commercially reasonable efforts to mitigate the impact of the Force Majeure Event on its performance under this Agreement; provided, that such party shall take measures to overcome the condition that are consistent in all material respects with the measures taken in connection with such party's business. The parties shall promptly confer, in good faith, on what action may be taken to minimize the impact, on both parties, of such condition. In the event of a Force Majeure Event that affects either or both parties' ability to perform under this Agreement, the parties agree to cooperate in good faith to resume the affected services as soon as commercially possible to the extent commercially reasonable.

7.2 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered (a) in person; (b) by any national overnight courier or other service providing evidence of delivery, or by registered or certified mail (postage prepaid, return receipt requested); or (c) by facsimile with a copy delivered the next business day by any

overnight courier or other service providing evidence of delivery, to the respective parties at the following addresses:

To Parkmobile:	Parkmobile, LLC 1100 Spring Street NW, Suite 200 Atlanta, Georgia 30309 Attention: Legal Department Telephone: (770) 818-9036 Email: legal@parkmobile.io
To Client:	City of Hendersonville, North Carolina 305 Williams Street Hendersonville, NC 28792 Attention: Lew Holloway Telephone: _____ Email: lholloway@hvlnc.gov

or to such other address (or fax number, if applicable) as the party to whom notice is given may have previously furnished to the other in writing in the manner set forth above (provided that notice of any change of address or fax number shall be effective only upon receipt thereof).

7.3 Independent Contractors. Except as expressly set forth herein, the parties are independent contractors under this Agreement, which shall not be construed to create any employment relationship, partnership, joint venture, or franchisor-franchisee or agency relationship, or to authorize any party to enter into any commitment or agreement binding on the other party except as expressly stated herein. The parties have no authority to make statements, warranties, or representations or to create any liabilities on behalf of the other.

7.4 Entire Agreement. This Agreement and the documents and schedules referred to herein contain the complete agreement between the parties hereto and supersede any prior understandings, agreements or representations by or between the parties, written or oral, with respect to the subject matter hereof.

7.5 Amendment and Waiver. The parties hereto may not amend or modify this Agreement or waive any provision, default or breach hereunder, except as may be agreed upon in a written instrument executed by both parties.

7.6 Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Client without the prior written consent of Parkmobile (which consent shall not be unreasonably withheld or delayed). Parkmobile may assign its rights, interests or obligations under this Agreement without the consent of Client to (i) any affiliate of Parkmobile; (ii) any lender to Parkmobile or its affiliates as security for borrowings, and (iii) any purchaser of a majority interest in or assets of Parkmobile. If any assignment by Parkmobile requires Client's consent, such consent will not be unreasonably withheld or delayed by Client.

7.7 Third-Party Beneficiaries. The parties to this Agreement do not intend this Agreement to benefit or create any right or cause of action in or on behalf of any person or entity other than Parkmobile and Client.

7.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

7.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

7.10 Arbitration. Should there be any ambiguity, contradiction or inconsistency in this Agreement, or should any disagreement or dispute arise between the parties in connection with this Agreement, representatives of the parties shall first attempt in good faith amicably to settle the matter by mutual negotiations. If such negotiations are unsuccessful, any controversy, dispute or claim arising out of, or in connection with, this Agreement must be settled by final and binding arbitration to be held exclusively in Atlanta, Georgia in accordance with the Commercial Arbitration Rules, as amended and in effect from time to time, of the American Arbitration Association (the “Rules”). The procedures and law applicable during the arbitration of any controversy, dispute or claim shall be both the Rules and the internal laws of the State of Georgia excluding, and without regard to, its or any other jurisdiction’s rules concerning any conflict of laws. The arbitrator shall have the power to order injunctive relief or provide further equitable remedies. All fees and expenses relating to the work performed by the arbitrator(s) shall be shared equally between the parties. Nothing in this paragraph shall prevent a party from seeking injunctive relief from any state or federal court located in Atlanta, Georgia. The parties consent to the exclusive jurisdiction and venue of such courts with respect to any matter not within the arbitrator’s jurisdiction. Any award of the arbitrator may be enforced in any court of competent jurisdiction.

7.11 No Strict Construction; Headings. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any party. The headings used in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.12 Counterparts; Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be executed and delivered by facsimile or other electronic transmission.

7.13 Survival. The parties’ obligations under the following Agreement provisions will survive the expiration or termination of the Agreement: Sections 2.7, 4.3, 5.1, 5.3, 5.4, 5.7(b), 5.9, 6.2, and 6.4; Article 7; and any indemnification, defense and hold harmless obligations herein, including in Section 6.3 and Schedule 1, as applicable.

Signatures on following page

IN WITNESS WHEREOF, this Parking Services Agreement has been executed as of the day and year first above written.

PARKMOBILE, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF HENDERSONVILLE, NC

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 1

ON DEMAND PARKING SERVICES

Parkmobile offers a service to User's that facilitates the activation of and payment for on-demand parking using Parkmobile's Platform ("On-Demand Parking"). Parkmobile charges certain fees in connection with On-Demand Parking as shown in Schedule 3.

Parkmobile accepts several electronic payment methods from Users in connection with On-Demand Parking:

- a. Parkmobile accepts traditional credit card payments from Visa, MasterCard, Discover, and American Express (collectively, "Traditional Payment Methods").
- b. Parkmobile also accept Emerging Payment Methods. "Emerging Payment Methods" are alternative payment methods offered in addition to the Traditional Payment Methods and generally offer the use of virtual account-based membership profiles that a User can utilize to transact purchases based upon the User's individual payment preferences. Examples of Emerging Payments Methods include PayPal, Parkmobile's Stored Value Wallet, Android Pay, Samsung Pay, ACH, MasterPass, ApplePay, and Visa checkout.

Users may begin and, if applicable, end a parking Transaction in a variety of ways: (1) visiting www.parkmobile.io; (2) calling Parkmobile's IVR System, or (3) using the Application. In order to register with Parkmobile and begin a parking session, end users simply provide Parkmobile with the information required by Parkmobile to create an account, including payment method information and license plate number. Credit card information is stored in a secure, PCI Level 1 compliant environment. Thereafter, subsequent parking sessions only require the User to enter or select the applicable parking duration available for the applicable location.

The parking zone code of the Client parking areas are indicated on parking signs or on parking meters. Enforcers of the Client check the validity of parking status real time against the Parkmobile database via a web service offering, provided as part of the Parkmobile Services, to determine if a valid parking right exists. This information can be accessed by using a handheld terminal, mobile device or personal digital assistant ("PDA").

Parkmobile does not provide or pay for Client's use of handheld terminals, mobile devices or PDAs for enforcement or any data plans or other items needed for communication between such items and the Parkmobile Services.

At their option, Users will receive parking alert services from Parkmobile via SMS, Application push notification or email. The User may be notified, for example, when parked for an extended period of time or when the maximum parking time nears expiration.

Users can use On-Demand Parking anywhere the Parkmobile Services are available.

All parking charges are automatically charged to the User's payment method, and Users have real time access to an online account-based personal page accessible from www.parkmobile.io to access and print parking history, receipts, and statements.

SCHEDULE 2

SERVICE LEVELS

1. **Operation, Management and Maintenance of the Parkmobile Services.** Parkmobile uses commercially reasonable efforts to perform maintenance on the Parkmobile Services outside of Client's business hours. However, circumstances may require maintenance during business hours and in such situations, Parkmobile will endeavor to provide Client at least twenty-four (24) hours advance notice of such maintenance although such notice may not be possible for emergency maintenance. Parkmobile makes a daily backup of Parkmobile Services data which data Parkmobile retains for up to three (3) months.

2. **Errors and Interruptions.** When an error or interruption occurs in the Parkmobile Services, whichever party identifies the error or interruption promptly will inform the other party. Parkmobile will confirm its receipt of any Client notification in writing which may be by email. Parkmobile will work diligently to identify and resolve the error or interruption. If Client and Parkmobile disagree regarding whether an error or interruption has occurred or been resolved, Client and Parkmobile shall discuss in good faith and attempt to reach a mutual resolution of the issue. Any time spent by Parkmobile to restore and support errors or interruptions caused by Client and not attributable to Parkmobile will be charged to Client at the hourly rate of \$180.

3. **Credentials.** Parkmobile shall provide Client with user names and passwords to access the Parkmobile Services. Client agrees to protect the confidentiality of such user names and passwords and shall be liable for all activity under such accounts. Client shall ensure that only authorized Client personnel are issued and use the Parkmobile user names and passwords and that such user names and passwords are not shared. An up-to-date list of all such authorized personnel must be kept by Client and Client must notify Parkmobile to terminate access of any such authorized personnel whose engagement or employment is terminated or who no longer carries out tasks in connection with the Parkmobile Services for which access to the Parkmobile Services is necessary.

4. **Reports.** Parkmobile shall provide the following information to Client:
 - a) Unique Transaction ID
 - b) Transaction Date/Time
 - c) Parking Session Start Date/Time
 - d) Parking Session End Date/Time
 - e) Total Price Charged to End User
 - f) Price Breakdown (where applicable)
 - i) Parking Fee
 - ii) Service Fee
 - iii) Discount Amount
 - iv) Total Paid
 - g) Payment Method

SCHEDULE 3

ON DEMAND PARKING SERVICES FEES

1. **User Fee.** Parkmobile shall charge a User Fee of \$0.35 cents per Transaction, which will be paid by the Client. User Fees do not include any merchant processing or other third-party fees.

2. **Processing Fees.**

- **Traditional Payment Method.** Parkmobile is the MOR and passes real time authorized debit/credit card transactions daily in batch format to Parkmobile's payment processor, subsequently funded directly into a Parkmobile-controlled escrow account. Parkmobile pays Client the Net Parking Revenues in accordance with Parkmobile's standard settlement procedures.
- **Emerging Payments Fees.** Parkmobile will collect the Total Price for each Emerging Payment Method Transaction and pay Client the Emerging Parking Revenue in accordance with Parkmobile's standard settlement procedures.

3. **Other Terms and Conditions.**

- ***Signage.*** Parkmobile will be responsible for the cost of standard signage for the initial deployment and subsequent expansions of Client's use of the Parkmobile Services. Client will be responsible for all installation of signage and any related costs, and for the cost of custom signage and its installation.
- ***Stickers.*** Parkmobile will be responsible for the cost for initial standard stickers. Client will be responsible for all installation of stickers and any related costs.
- ***Standard Marketing.*** The cost of the marketing included in Parkmobile's standard marketing program will be borne by Parkmobile.
- ***Administrative Portal.*** ParkMobile will provide Client with access to the ParkMobile 360 Administrative Portal.
- ***Additional Services.*** At the request of Client and upon the written agreement of the parties, Parkmobile may provide the following development activities and additional services for a fee(s) to be determined by Parkmobile:
 1. Customized Reporting
 2. Integration to Client requested third parties (for whom Client will be fully responsible)
 3. Citation or Enforcement support
 4. Replacement Signage or Stickers
 5. Additional Training

SCHEDULE 4

CLIENT ELECTRONIC FUNDS AUTHORIZATION FORM BANKING INFORMATION

This form authorizes Parkmobile, LLC to make payment to a business electronically. All payments will be paid in the account designated by the voided check or bank letter attached to this form. It is the responsibility of the client to notify Parkmobile, LLC of any changes pertinent to electronic payments, such as changes in banking information or email address.

PAYEE/CLIENT INFORMATION

CLIENT NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE NUMBER:
PRIMARY FINANCE CONTACT EMAIL:
SECONDARY FINANCE CONTACT EMAIL:
SIGNATURE & TITLE OF AUTHORIZED OFFICIAL:

FINANCIAL INSTITUTION INFORMATION

BANK NAME:
ADDRESS:
CONTACT PERSON:
TELEPHONE:
EMAIL:
NINE DIGIT ROUTING TRANSIT NUMBER:
DEPOSITOR ACCOUNT TITLE:
DEPOSITOR ACCOUNT NUMBER:
TYPE OF ACCOUNT:
PLEASE BE SURE TO ATTACH A VOIDED CHECK OR BANK LETTER TO VERIFY THE ABOVE ACCOUNT INFORMATION

This form authorizes Parkmobile, LLC to send credit entries and appropriate debit and adjustment entries electronically or by any other commercially accepted method to the account indicated above and to other accounts specified by Client in the future (collectively, the "Account"). This form authorizes the financial institution holding the Account to post all such entries. This authorization will be in effect until Parkmobile receives a written termination notice from Client and has a reasonable opportunity to act on it.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Daniel Heyman

Department: Development Asst Dept

Date Submitted: 07.27.2020

Presenter: John Connet, City Manager

Title of Item: Discussion of Main Street Local Historic District boundary expansion

Nature of Item: Discussion/Staff Direction

Council Meeting Date: 08.06.2020

Summary of Information/Request:

Item # 9A

Development Assistance Department staff was directed to prepared information on the criteria and process of expanding the Main Street Local Historic District for Council discussion. A memo outlining the relevant information is attached. The designation report for the last Main Street Local Historic District boundary expansion is also attached for your reference.

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

Suggested Motion:

N/A

Attachments:

Expansion of the Main Street Local Historic District designation report

MEMORANDUM

Development Assistance Department

TO: John Connet, City Manager

FROM: Development Assistance Department

RE: Historic District Expansion Procedures

DATE: July 17, 2020

The Main Street Local Historic District is established pursuant to NCGS 160D-944 (relocated from 160A-400.4). Local historic districts are established by the local government's zoning power. Designation or expansion of a district is ultimately a decision of the City Council.

CRITERIA

"Historic districts established pursuant to this Part shall consist of areas that are deemed to be of special significance in terms of their history, prehistory, architecture, and/or culture, and to possess integrity of design, setting, materials, feeling, and association." NCGS 160D-944(a). City code contains the same language. Municipal Code § 28-111.

General statutes contain no further guidance on what might be considered to have special significance. The period of significance for the Main Street district, according to the designation report, is 1847 to 1955.

Staff contacted the State Historic Preservation Office (SHPO) who cautioned that adding noncontributing or vacant property to a historic district might degrade the district as a whole.

PROCESS

The process for expanding a local historic district is set out in General Statutes, and restated in the city code.

First, the Historic Preservation Commission must prepare an investigation and report. The report should describe the "the significance of the buildings, structures, features, sites or surroundings included in any such proposed district, including therein the boundaries of such proposed district." NCGS 160D-944(b)(1).

The report is sent to the North Carolina Department of Cultural Resources. The Department has 30 days to comment on the proposed expansion. Comments received by the Department are non-binding on the local government.

The report is then sent to the Planning Board for review and recommendation as any other zoning amendment.

Finally, City Council holds public hearing on the matter.

REPORTS REQUIRED

Designating or expanding a local historic district requires the Historic Preservation Commission to prepare an investigation and report. The expansion report adopted by Council July 9, 2009 is attached for reference.

DISTRICT BACKGROUND

May 3, 2007: Main Street Local Historic District established by City Council. The original boundary included only those properties that front Main Street.

July 9, 2009: City Council votes to expand the Main Street Historic District to include those properties within the Main Street National Historic District, as originally proposed in 2007 (minus the property at 124 5th Ave W at the owner's request).

October 21, 2009: In response to comment from affected property owners, the Historic Preservation Commission votes unanimously not to forward an additional proposed expansion to Planning Board and City Council for adoption.

COA REQUIRED

Properties within a local historic district may not undergo any exterior alteration prior to the issuance of a Certificate of Appropriateness permit by the Historic Preservation Commission. Major works, including new construction, require quasi-judicial review by the Commission.

The Commission must strictly apply the design guidelines. Recent changes to development legislation have inserted the term "standards" in place of the word "guidelines," presumably to clarify that they are not advisory but binding on the Commission. NCGS 160D-947(c).

TAX CREDITS

Unlike individually designated local historic landmarks, properties within a local historic district do not receive automatic property tax credits. Certain historic rehabilitations of income producing properties may entitle the property owner to income tax credits.

EXPANSION OF THE MAIN STREET LOCAL HISTORIC DISTRICT DESIGNATION REPORT

FOR

HENDERSONVILLE, NORTH CAROLINA

Prepared by
City of Hendersonville Planning Department
City Hall
145 Fifth Avenue East
P.O. Box 1670
Hendersonville, NC 28793

Using data compiled by
Sybil H. Argintar, Preservation Planning Consultant
Southeastern Preservation Services

Prepared March 4, 2009
Adopted July 9, 2009



EXPANSION OF MAIN STREET LOCAL HISTORIC DISTRICT DESIGNATION REPORT FOR HENDERSONVILLE, NORTH CAROLINA

1. Name of the property being nominated:

Hendersonville Main Street Local Historic District.

2. Property owner names and addresses:

See owner list at the end of this report.

3. Location of property and justification for designation of district:

The Hendersonville Main Street Historic District is located in the southeastern quadrant of the city limits of Hendersonville, Henderson County, North Carolina. The district runs in a north-south direction, primarily along the Main Street corridor, with portions of the district extending to the blocks to the east and west.

The Main Street Local Historic District was adopted by the City of Hendersonville in 2007. The current Main Street Local Historic District includes some properties that are included in the Main Street National Historic District as well as other properties of local historical significance. The purpose of this expansion is to incorporate all remaining National Historic District properties that are not included in the current Main Street Local Historic District as part of the Local District.

The attached map shows the extent of the existing Main Street Local Historic District as well as the boundaries of the proposed expansion. This designation includes all buildings and associated lots included in the proposed expansion shown on the accompanying map, as well as historic landscape features associated with the district.

4. Dates of construction and period of significance:

The construction dates of the buildings located in the district range from 1847 to the 1970s. The period of significance is 1847 to 1955.

5. Assessment of the significance of the site and structure pursuant to G. A. 160A-399.4:

The Hendersonville Main Street Historic District is significant as an example of a typical small town commercial center located in western North Carolina, representative of the boom times in the mountain area from when the railroad arrived in 1879 through the end of the 1920s, and then continuing on a lesser scale through the middle of the twentieth century. As in most communities, there was minimal new development during the Depression years of the early 1930s, but the 1940s through the 1950s again witnessed an upsurge in development along Main Street. Architectural styles are typical of this type of district, including primarily one and two-story Commercial and Neoclassical Revival style buildings. The district is also significant for its association with two prominent architects of the early twentieth century, Richard Sharp Smith and Erle Stilwell.

6. Architectural description of the property:

Main Street Hendersonville today retains much of the character it has possessed since the height of its development in the late nineteenth to early twentieth centuries, and continuing on a smaller scale through the mid-1950s. Commercial and Neoclassical Revival building styles, mostly of brick or stone, are still the predominant feature along both sides of Main Street between Allen Street on the south and Seventh Avenue on the north, reflecting the prosperity the community experienced in these time periods. Remnants of antebellum Hendersonville still exist on Main Street as well, as in the Ripley-Shepherd and Ripley Buildings. The typical pattern of commercial districts where buildings adjoin each other in distinct rows is clearly still in evidence in Hendersonville's downtown. Even newer buildings along Main Street maintain the same setback and pattern of buildings surrounding them. Only minimal changes to the historic pattern of Main Street's buildings have occurred over the years. This has been primarily in alterations of the buildings at the storefront level, with a few buildings being covered completely by false aluminum facades or other modern materials such as wood paneling.

The street plan of the central business district is basically a simple grid, a plan which has endured since the town was laid out in 1841. The heart of the business district is still Main Street which runs in a general north-south direction. James Dyer Justice, the original surveyor of Hendersonville, laid the main street out at a remarkable one hundred feet in width. The street remained this wide until the 1970s when the four lanes of Main Street were reworked into a two-lane serpentine configuration and brick planters, seating, and additional parking was added.

The Main Street block between First and Second Avenues West has always been the site of the courthouse, remaining even today as a large green space in the downtown. The remainder of Main Street within the district forms a dense commercial district.

Two major roads parallel Main Street one block to either side; King Street on the east, and Church Street on the west. Development along these roads is less dense than along Main Street with more vacant lots or parking areas. These roads now take the north-south through traffic on US 25, cutting down on the use of Main Street. The historic district lies primarily along Main Street between First and Sixth Avenues, with some buildings located one block to the east, west and north of this main concentration. Residential areas adjoin the commercial district in all directions, with some newer commercial development in between.

Architectural Inventory

Note: The properties included in the Main Street Local Historic District Boundary Expansion are listed below. Properties are presented clockwise around the existing local historic district, beginning on the north side of the district. Most information is taken from the National Register nomination form, completed in 1988. All property descriptions have been updated in the field in February and March 2005, and some additional historic information has been added. These sources are noted at the end of each entry. Additional field work to update the district was conducted in January 2007.

Main Street, east side:

1. 600 N. Main Street. Commercial Building. ca. 1950. Contributing.

One-story stuccoed building comprised of two distinct blocks. On the north side is the garage bay with the original multi-panel door, and a three-light fixed pane window, a later addition. On the south side is a store with its original display corner window. Built as a service station, this is a typical design of this time period. It appears on Sanborn maps by the early 1950s (Sanborn maps).

Parking lot to the east**2. 620 N. Main Street. Pace's Market. ca. 1925. Contributing.**

Two-story Commercial Style brick building with an intact original storefront. Double leaf doors in the center of the storefront area, corbelled cornice, and flat brick arches over windows. Window sash has been replaced with modern one-over-one windows. Brick is painted on the façade and part of the north and south elevations. This building was known as Pace's Market from the 1920s through the early 1940s. Ellison's Market occupied the building from the mid-1940s through at least the mid-1950s (Henderson County property records; Sanborn maps; city directories)

Fourth Avenue East, north side:**3. 125-135 Fourth Avenue East. Commercial Building. ca. 1925. Contributing.**

One-story brick Commercial Style building occupying two-thirds of a block, divided into four distinct storefront bays. All storefronts have been altered with modern materials, but the basic brick framework of each bay remains intact. The southwest of the building is a corner entry. Concrete coping and dentil blocks have been added at the cornice. The next bay to the east has a recessed entry, vertical wood siding, new windows and planters. The third bay has been infilled and stuccoed, with an arched entry, and the easternmost bay has also been infilled with stucco and has a fixed multi-light display window. Sanborn maps indicate a residence stood here in 1912. By 1943 the building housed a dairy, a plumbing shop, and a print shop (Sanborn maps).

Third Avenue East, north side:**Parking lots****Third Avenue East, south side:****4. 146 Third Avenue East. Commercial Building. ca. 1925. Contributing.**

On-story Commercial Style plain brick building divided into three bays, with an inset brick panel over each bay, and a recessed central entry. Sanborn maps indicate that until 1922, G. P. Liverett's livery stable occupied this corner. It was gone by 1922, and this building was built soon after as a wholesale drug establishment. By 1943 it was in use for general storage (Sanborn maps).

5. 132-144 Third Avenue East. Commercial Building. ca. 1920. Contributing.

Deep red striated brick Commercial Style one-story building with a long, linear configuration. Five bays wide, with each bay infilled with modern materials. Brick framing remains around each of the storefronts.

6. 128 Third Avenue East. Commercial Building. ca. 1920. Contributing.

Simple, one-story Commercial Style striated red brick building with a decorative row of vertical brick above all façade openings. Windows and storefront are altered. Sanborn maps from 1922 note this building was in use as a tire shop; by 1943 it was used for furniture storage.

Vacant lot to west.

First Avenue East, north side:

7. 147 First Avenue East. Commercial Building. ca. 1901. Contributing.

Sanborn maps from 1943 indicate this one-story brick building was complete, and in use as a produce packing house. Construction materials noted were concrete floors, steel framing, and plaster walls. The building is four bays wide on the First Avenue side, with the east elevation facing onto King Street having multi-light metal frame awning style windows, original to the building (Sanborn maps, city directories).

8. 143 First Avenue East. Commercial Building. ca. 1940. Contributing.

One-story rusticated concrete block structure. Front façade intact with some minor changes. Transom windows remain above the original garage door. Roofline steps back from the street to a one-story brick addition at the rear, added ca. 1940, with rough-cut stone lintels and sills on all windows. According to Sanborn maps, this structure was first used as a livery stable. By 1912 it was changed to a garage and general auto repair shop. By 1922 it was in use partially as a garage and partially as a feed warehouse. 1943 maps indicate the building was in use as a tractor repair shop and storage (Sanborn maps, city directories).

Main Street, west side:

9. 119 S. Main Street. Commercial Building. ca. 1925. Contributing.

One-story brick Commercial Style building with a parapet roofline that steps up in the center. Original garage door at the north side has been replaced with fixed panes of glass; the other one on the south side has been infilled with rough sawn wood panels. Central doorway replaced with aluminum-frame door. It appears that the brick framing around doors and windows has been sandblasted. In 1943 this was in use as a paint store (Sanborn maps).

10. 117 S. Main Street. Commercial Building. ca. 1920. Contributing.

One-story striated brick Commercial Style building with inset decorative panels of yellow brick. Storefront openings remain intact although original door and window framing has been replaced with aluminum-framing. In 1943 this was in use as a furniture store (Sanborn maps).

11. 109-111 S. Main Street. Commercial Building. ca. 1900. Contributing.

Two-story brick Commercial Style building of pressed brick with narrow mortar joints. It appears that the building has been sandblasted. Two equal storefront bays are separated by a door leading to the second floor. Storefronts are altered with modern materials. Six one-over-one windows under round arch overlights remain on the second floor. Crenellated corbelled cornice, blonde brick string course at the second story window sill, perforated brick string course at the first floor cornice and between the second story windows are some of the other details of the building. In 1943 this was in use as a dress manufacturer (Sanborn maps).

12. 101-105 S. Main Street. Ripley Building. ca. 1850. Contributing.

Two-story coursed ashlar stone commercial building built by Colonel Valentine Ripley and one of the oldest surviving structures on Main Street. The building has a hipped roof with broad eaves. A modern storefront has been added between existing stone piers. Six tall, double hung windows at the second story replace paired casement windows. Stone corbelling under the eaves, and a one-story brick addition to the rear.

Parking lot to west.

Church Street, east side:

13. 106 S. Church Street. Commercial Building. ca. 1955. Contributing.

This one-story building covered with metal panels is an example of a late Art Moderne-influenced service station, typical of the time period, and intact in most of its architectural detailing. The northwest corner of the building is rounded, with a multi-light corner display window. There are three garage bays on the south side of the building. There is a one-story brick garage bay at the rear which appears to be a later addition. (business owner interview; city directories)

Parking lot to north and east.

Church Street, west side:

14. 101 N. Church Street. Lampley Motors. ca.1945. Contributing.

One-story Quonset hut style modern brick building with a semi-domed roof, concrete window sills, metal frame multi-light windows, and a corner entry framed by display windows at the southeast corner. City directories note that this building was first in use as Lampley Motors, and Sanborn maps note that it had steel trusses, concrete floors, brick pilasters, and concrete block facing. It later became Thomas Motor Company, Inc., beginning in the mid-1950s. Currently it is in use as a resale shop. (Sanborn maps; city directories)

15. 121 N. Church Street. Commercial Building. ca. 1940. Contributing.

One-story painted brick commercial building which appears to have been an office or small store. Modern door is flanked by the original display windows. This building was originally part of the Lampley Motors complex which occupied much of this block. (Sanborn maps; city directories)

Parking lot to west.

Church Street, east side:

16. 212 N. Church Street. Southern Bell Telephone & Telegraph Company Building. 1949. Contributing.

Three-story late Classical Revival style brick building with a center entry framed by limestone pilasters and architrave trim. Polished granite front steps at the front and three six-over-nine windows flank the central entry. The second and third floors are each seven bays with one six-over-six window in each bay. Building is capped by a limestone cornice. Sanborn maps from 1954 note that this building was completed in 1949, and was of fireproof construction (Sanborn maps; city directories).

Third Avenue West, south side:

17. 142-146 Third Avenue West. Commercial Building. ca. 1925. Contributing.

Two-story, deep red striated brick Commercial Style building of square configuration. Modillions are visible beneath the metal cornice. The storefronts are minimally altered, with transoms covered. The central doorway to the upstairs appears original with multi-pane glass transom. The west elevation of the building has a double entry door which appears original. Pairs of one-over-one windows with rusticated stone sills remain. A band of vertical brick surrounds the building, dividing the first and second stories, and also appears above the tops of the windows at the second story.

Third Avenue West, north side:

18. 119-123 Third Avenue West. Commercial Building. ca. 1910. Contributing.

Two-story brick Commercial Style building with brick relieving arches above the second story windows. Brick corbelling above the two storefronts. In 1943 this was in use for rung manufacturing on the second floor (Sanborn maps).

19. 127-131 Third Avenue West. Commercial Building. ca. 1925. Contributing.

Two-story brick Commercial Style building with two storefront openings. Both storefronts have been modernized. Upstairs windows have been replaced with central fixed panes flanked by one-over-one sash. There is a row of decorative vertical brick above the storefronts.

Fourth Avenue West, south side:

20. 140 Fourth Avenue West. United States Post Office. 1914. Contributing.

Neoclassical Revival two-story brick building with symmetrical balance and proportion. Front facade has fanlights above the twelve-over-twelve windows and the front door. The building is primarily red Flemish bond brick with inset panels of painted relief limestone ornament in a garland motif alternating with circles. A row of four brick pilasters in the front are capped by the same limestone in modified Corinthian capitals, dividing the five bay of the building. Dentil molding and egg-and-dart motif adorns the building in the cornice around all four elevations. East and west elevations also contain twelve-over-twelve windows with keystones on alternate windows. Alternate windows are four-over-four. There is a second band of decorative stonework just above the second story windows on all four elevations. Cast iron railings at the first floor windows and basement windows, and a stone foundation are other notable details. The south (rear) elevation has pilasters dividing the five bays of the second story, the same as the front, and pairs of six-over-six windows between them with keystones above. A small one-story brick addition wraps around the southeast corner and part of the rear. According to Lenoir Ray's Postmarks, this building was constructed in 1914 for use as the post office, which remained in this building until 1966.

Parking lot to east and south.

Fourth Avenue West, north side:

21. 125-147 Fourth Avenue West. Staton Building. ca. 1920. Contributing.

Two-story red striated brick Commercial Style building covering approximately one-third of the block. Tiled pent roof extends out over the second story with pairs of brackets in the eaves, on the south and west sides. The south elevation has double, triple, and quadruple windows, all one-over-one. The six storefronts have been modified with metal panels and aluminum frame display windows and doors. The storefront at 133 Fourth Avenue West retains its original configuration with tile window aprons and paneled ceiling. The central entry to the second floor retains its original door and transom. The north elevation has six-over-one windows, with some four-over-one. The east elevation is less decorative than the others with one-over-one windows. There is a small one-story addition behind this building, built by 1943. Some of the early uses in the building included a drugstore, offices, and telephone exchange. (Sanborn maps).

7. Historical discussion of the site or structure within its type, period, and locality:

Hendersonville, Henderson County, North Carolina, while in existence as early as 1841, did not reach its peak of development until the late nineteenth and early twentieth centuries. Like other western North Carolina mountain communities, the railroad was slow in arriving in the area. But once it did, in 1879, the boom began. Commercial development expanded rapidly. Tourists began arriving daily all summer by the trainload which spurred construction of resort hotels and boarding houses, many of which were built along Main Street. Building and development continued into the first quarter of the twentieth century, but ended abruptly in 1929 when the Great Depression began. As in most small towns, building and expansion halted in the 1930s, but after WWII the economy improved again and Hendersonville began a smaller, although less extensive, wave of development which lasted through the mid-1950s. Downtown Hendersonville remained as a vibrant commercial and entertainment center through the 1960s.

The town of Hendersonville, while laid out in 1841 and chartered in 1847, grew slowly. In the early years, aside from being a judicial center, the town served primarily as a stopping point for travelers along the Buncombe Turnpike. Colonel Valentine Ripley, who operated a stageline from Tennessee to south Carolina, owned Hendersonville's first hotel which was built soon after the town's creation.¹ Ripley also built several of the town's early commercial structures, including the Ripley Building at the southwest corner of Main Street and First Avenue West.

During the 1850s the Buncombe Turnpike was replaced by a plank road, which followed much of the same route. Though talk of building a railroad through this area started in the 1820s, it would be almost another sixty years before this happened and meanwhile the plank road provided an interim means of facilitating transportation in and out of the county.

The outbreak of the Civil War found Henderson county strongly divided in sentiment. The War interrupted growth, which did not pick up again until the railroad finally reached Hendersonville in 1879, sparking an era of enthusiasm and building. Only two buildings remain on Main Street from the antebellum era, **the Ripley Building** (ca. 1850) and **the Ripley-Shepherd Building** (1847). A promotional booklet of 1885 accurately reflects this spirit. After describing the homes of post civil War Hendersonville as "abodes of poverty and ruin," the booklet glowingly notes that in 1886, "we find an intelligent and cultured population...and on a thousand hills may be seen such homes as only the intelligent and happy citizens can make or enjoy." It also notes that, in 1885, there were "five hotels in Hendersonville and numerous private boarding houses; 16 stores, several blacksmiths' and other shops, and good markets..."² Although the coming of the railroad exerted a profound economic change for Hendersonville in the last quarter of the nineteenth century, the commercial district along Main street primarily reflects the growth of the first quarter of the twentieth century. Sanborn maps from 1896 show a Main Street still dominated by frame structures including private homes, boarding houses and hotels, and a scattering of businesses. Late nineteenth century to turn of the century buildings remaining in the district include the **Commercial Building** at 122 N. Main Street (ca. 1895); the **Cole Bank Building** (#79, 1880s); the **Davis Store Block Buildings** (1900); and **Justus Pharmacy** (ca. 1900).

The opening years of the twentieth century brought considerable improvements to the town of Hendersonville. New businesses sprung up along Main Street, as the population doubled and tripled. A 1906 newspaper article claims that Hendersonville's population increased from 1200 to about 3000 in four years. (French Broad Hustler, April 5, 1906). A new courthouse, designed by preeminent Asheville

¹ "Historic and Architectural Properties in Hendersonville, North Carolina: A Partial Inventory", p. E3.

² "Historic and Architectural Properties in Hendersonville, North Carolina: A Partial Inventory", p. E3.

architect Richard Sharp Smith, graced Main Street by 1905. As automobiles grew in popularity, better roads became a necessity in Hendersonville. New bank buildings were built in this time period, including **Commercial Bank Building**. (ca. 1905); and **People's National Bank** (ca. 1910). In 1910, Main Street became the first paved road in the town, further enhancing the desirability of commercial development.

According to the 1915 city directory, some of the businesses located along Main Street included hardware, dry cleaning, general mercantile, furniture, clothing, jewelry, and appliance stores. Medical offices were located there as well, including an optometrist. Baker's Art Gallery added to the variety of goods and services available in the heart of the city. By 1926, according to city directories, more realty offices had opened along Main Street, a sign of the continuing boom in the city. Support businesses to the real estate boom such as contractors, lumber, and building supplies also were located along Main Street. More auto dealers and repair garages had sprung up by this time as well. In 1926 a jail, also designed by Smith, was added onto the rear of the courthouse. In 1928 the city hall was built, one of many Neoclassical Revival style buildings in the downtown designed by renowned Hendersonville architect Erle Stillwell. The same variety of stores as listed in 1915 continued to exist at this time, providing goods and services to both local residents and summer visitors.

The early twentieth century in Hendersonville also linked the career of three men who played major roles in its architectural development. W. F. Edwards, a contractor, moved to Hendersonville in 1870, and Erle Stillwell established his architectural practice in the first decade of the twentieth century. Richard Sharp Smith, based in Asheville, designed two of the most handsome buildings in the district, the courthouse and People's National Bank. Edwards built the courthouse and People's bank. Stillwell's Neoclassical designs throughout the district added a level of sophistication to the town's architecture not commonly found in small communities in the western part of the state. Many of Stillwell's buildings were constructed during the era of the most rapid growth of the town which continued through the 1920s. By the time the stock market crash and the Depression era began, almost all of the vacant lots along Main Street were developed.

While coming to an economic standstill after the stock market crash and continuing into the better part of the 1930s, the mid-1930s in Hendersonville witnessed an upswing in new development and renovation of or additions to existing buildings. While never of the intensity of the development time of the town from the railroad in 1879 through the 1920s, the mid-1930s through the mid-1950s were once again prosperous times for the town. Some of the buildings constructed in this time period include the **Wade M. King Building** (1935, additions 1955); the **J. C. Penney's Building** (1939); the **Commercial Building** at 143 First Avenue East (ca. 1940); the **Commercial Building** at 123 Fifth Avenue East (ca. 1940); the **Commercial Building** at 121 N. Church Street (ca. 1940); **Lamley Motors** (ca. 1945); the **Skyland Hotel** (additions ca. 1947); **Southern Bell Telephone & Telegraph Company** (1949); the **Curb Market** (ca. 1950); the **Commercial Building** at 600 N. Main Street (ca. 1950); the **Commercial Building** at 300 N. Main Street (façade changes ca. 1950); and the **Commercial Building** at 106 Church Street (ca. 1955).

8. Bibliography:

Barber, Jody, and Louise Bailey. Hendersonville and Henderson County, A Pictorial History. Norfolk, Virginia: Donning Company, 1988.

Hendersonville City Directories 1926-1955.

"Historic and Architectural Properties in Hendersonville, North Carolina: A Partial Inventory". 1988. National Register nomination. The Main Street Historic District was included as part of this multiple property nomination.

Sanborn Insurance Maps, Hendersonville, North Carolina (1896, 1901, 1912, 1922, 1926, 1943-1954 update)

9. Photographs:

Labeled photographs taken in March 2009 are included with this report.

10. Map showing the location of the district:

The attached map shows the boundary of the current Main Street Local Historic District as well as properties that are currently on the National Register of Historic Places that are included in the expansion of the Main Street Local Historic District. The map included here is from tax maps, at a scale of 1" = 200'.

11. Areas included in the designation:

All landscape features and exteriors of all buildings included in this report are part of this designation.

12. Items included in this report:

- Written designation report
- Property owner list
- City of Hendersonville Main Street Local Historic District Boundary Expansion Map
- Current photographs



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 7/27/2020

Presenter: Nathan Lindsey

Title of Item: Request to Place Pollinator Bed on Oklawaha Greenway (Eagle Scout Project)

Nature of Item: Council Action

Council Meeting Date: 8/6/2020

Summary of Information/Request:

Item # 9B

My name is Nathan Lindsey and I am a Life Scout with Troop 610 in Flat Rock, NC. I am writing to you today to request permission to complete my Eagle Scout Project at the Oklawaha Greenway. My proposed project involves placing non-invasive plants that will attract pollinators to the greenway. My plan includes attracting bees, butterflies, and hummingbirds to the greenway ecosystem. My project will be on the Berkley Mills side of the greenway near the bridge. I have been working with Mrs. Suzanne Hale and have shared my interest in the preservation of pollinator species. I have also been in contact with Kim Bailey and John Murphy who are willing to help me select the appropriate plants for attracting pollinators.

As part of my Eagle Scout Application Project Proposal I am required to get permission from the beneficiaries of my project and signatures once approval is granted. Please contact me at your earliest convenience. I am looking forward to hearing from you. I can be reached at 828-708-3511. I appreciate any help you can give me with my project.

Sincerely,
Nathan Lindsey

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 the City Council hereby grant Nathan Lindsey permission to plant a pollinator bed on the Oklawaha Greenway for his Eagle Scout Project.

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 7/27/2020

Presenter: Council Member Simpson

Title of Item: Request by Council Member Simpson to Consider Paid Family and Medical Leave

Nature of Item: Discussion/Staff Direction

Council Meeting Date: 8/6/2020

Summary of Information/Request:

Item # 9C

As we move into the new fiscal year and, now that we have completed the most current budget session, I have a proposal that I would like the Council to consider regarding paid family leave. I plan to bring this up at our upcoming August 6th meeting, but wanted to share this information with you beforehand, so that you had a better idea of what I'm proposing.

Please note, the only decision that would need to be made at this meeting is if we would like staff to look further into this and to present us with accurate numbers/plans on what it would like. My goal would be that we implement this as soon as possible, but understand that we may not be able to until our next budget cycle.

What is paid family and medical leave?

Leave to bond and care for an infant, newly placed foster or adoptive child, to care for a family member with a serious health condition, or for an employee who is experiencing a serious health condition.

There are many benefits to the City & our employees for instituting an expanded paid family and medical leave policy. The PL+US website (also referenced previously) has some great resources for us to utilize when putting a policy together. If you have any questions prior to our meeting, please let me know and I will try my best to answer them. I am in no way an expert on this subject (yet), but I do know it is the right next step for our City and I will try my best to answer your questions.

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:

None

Attachments:

None



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 6/18/2020

Presenter: John Connet

Date of Council Meeting to consider this item: 7/2/2020

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 10

City Manager John Connet will report on informational items and provide the attached staff reports for City Council review.

1. Development Assistance Department Reorganization
2. Surplus Items

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

Suggested Motion:

NA

Attachments:

Surplus Property Report

HENDERSONVILLE POLICE DEPARTMENT

M E M O R A N D U M

TO: John Connet, City Manager

FROM: Tracey Cox, Captain

CC: Herbert Blake, Chief

DATE: 06-29-2020

REF: Request Disposal of City Property

APPROVED

By John F. Connet at 1:56 pm, Jun 29, 2020

We are requesting permission to dispose of several items currently stored at our warehouse. These items can not be auctioned due to one of the following reasons; age, condition, or items not to be in possession of general public and not useful to other government entities.

The items are:

Qty:	Item:
1	broken office chair
23	M26 Tasers/holsters
1	Axon Metal taser product
1	Motorola HT1250 Portable with charger
1	Motorola Visar portable
4	Motorola portable charges (NLN8858 and NTN4633C)
6	Motorola GP300 portable radios with 3 chargers, 4 microphones
5	Motorola HT 1000 portables with 7 chargers, 4 microphones.
4	Old Tool Chest Wheels
2	Body Armor Aircrewman
1	Protech Tactical Vest
1	Protech Tactical Vest
2	Protech Tactical Vests
1	Motorola CDM550 radio
1	Motorola Vrm-650 Car Radio and associated wiring

Please reply whether we may dispose of these items.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Angela Reece, City Clerk

Department: Admin

Date Submitted: 07/23/2020

Presenter: City Manager, John Connet

Title of Item: Appointment to Boards/Commissions/Committees (TDA)

Nature of Item: Council Action

Council Meeting Date: 08/06/2020

Summary of Information/Request:

Item # 11A

City Council has received two applications for a vacant seat on the Tourism Development Authority. This is a three year term expiring in June 2023.

The applicants are: Chris Scruggs and Brittany Brady. Ms. Brady is also a member of the Business Advisory Committee.

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

Suggested Motion:

I, _____ nominate _____ to serve a three-year term as a member of the Tourism Development Authority.

Attachments:

Applications

Entry #: 59**Date Submitted:** 6/22/2020 12:04 PM**Date of Application**
6/22/2020**Boards or Committees of interest (please list in order of preference):****Name**

Brittany Brady

Address

330 N King Street, Hendersonville, North Carolina 28792

Phone number

(828) 243-4399

Occupation

President and CEO/ HCPED

Email

brittany@hcped.org

Do you live within Hendersonville's City limits?

No

Please list any other appointed positions you presently hold in Hendersonville or Henderson County Government.

Business Advisory Committee

Please list educational background, special qualifications, i.e., civic memberships, related work experience, etc.

President of the Henderson County Partnership for Economic Development, Economic Development Master Practitioner, Completed University of OK Economic Development Coursework, Masters in International Hospitality and Tourism Management from the University of South Carolina, Board member with Pardee Hospital, active in state economic development and tourism activities as they pertain to economic development

Based on your qualifications and experience, briefly describe why your services on these boards/commissions would be beneficial to the City of Hendersonville.

As the County's economic developer, there is great opportunity for HCPED and the TDA to work closely together. In addition, my education and background is in Tourism and I believe I could add value from an education and experience base.

Boards or Committees of interest (please list in order of preference):

TDA

If you are applying for the Business Advisory Committee, what is the name of the business you own or manage?

NA

Type of business:

NA

How long has the business been in operation?

NA

Is the business or commercial property you own located within the corporate City limits of Hendersonville?

Yes

If you are applying for the Seventh Ave. Advisory Committee, do you live, own or operate a business or property in the Seventh Ave. special tax district?

No

Name and type of business:

NA

How long has the business been in operation?

NA

Entry #: 55

Date Submitted: 6/5/2020 8:50 AM

Date of Application
6/5/2020

Boards or Committees of interest (please list in order of preference):

Name
Chris ScruggsAddress
307 N Main Street Suite 7, Hendersonville, North Carolina 28792Phone number
(828) 772-6437Occupation
RealtorEmail
chrissellswnc@gmail.comDo you live within Hendersonville's City limits?
NoPlease list any other appointed positions you presently hold in Hendersonville or Henderson County Government.
None

Please list educational background, special qualifications, i.e., civic memberships, related work experience, etc.

Chair & Vice Chair of the Okeechobee County Construction industry licensing board for 8 years(in Florida). Florida licensed building contractor for 18 years, Real estate broker for 4 years and growing every year. Shriner and board member on the Shrine club for 2 years. Currently a board member for Safelight. And, I am on the Chamber of Commerce Small business committee. Actively in discussion to partner with a Main Street business to keep it open.

Based on your qualifications and experience, briefly describe why your services on these boards/commissions would be beneficial to the City of Hendersonville.

With knowledge in construction and real estate I keep a close watch to what goes on in the community. I have given back for almost 20 years and continue to look for ways to help the community in which I live.

Real Estate here is very tourist driven. People fall in love with our wonderful town and want to live here. It is important to maintain a welcoming feel.

Boards or Committees of interest (please list in order of preference):
TDAIf you are applying for the Business Advisory Committee, what is the name of the business you own or manage?
We Sell WNC of Keller Williams Mountain PartnersType of business:
We Sell WNC Tweak of Keller Williams Mountain PartnersHow long has the business been in operation?
2 years as this name and two years as an individualIs the business or commercial property you own located within the corporate City limits of Hendersonville?
YesIf you are applying for the Seventh Ave. Advisory Committee, do you live, own or operate a business or property in the Seventh Ave. special tax district?
NoName and type of business:
noHow long has the business been in operation?
no