AGENDA

City of Hendersonville City Council

Regular Session Meeting [ELECTRONIC] | October 1, 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. August 26, 2020 Special Call
      ii. September 3, 2020 Regular Session

   B. **Budget Amendments FY21-** *Presenter: Adam Murr, Budget Analyst*

   C. **Resolution of Support for Henderson County CDBG Application** *Presenter: John F. Connet, City Manager*

   D. **Convergence Master Planning Services Proposal & Agreement** (Main, Church, King) *Presenter: Lew Holloway, Community Development Department*

   E. **Half-Way Tree Agreement Contract & Resolution** *Presenter: John F. Connet, City Manager*

   F. **Special Event Approval- Black Bear Half Marathon -** *Presenter: Lew Holloway, Community Development Department*

   G. **Heritage Tree Application – 309 Chadwick Avenue** *Presenter: Tom Wooten, Public Works Director*

   H. **CARES Funding Interlocal Agreement -** *Presenter: Brian Pahle, Assistant City Manager*

   I. **Municode Software Upgrade -** *Presenter: John F. Connet, City Manager*

   J. **Proposal for Additional Environmental Work- Church St. Parking Deck (S&ME) -** *Presenter: John F. Connet, City Manager*

   K. **Resolution Accepting Drinking Water State Revolving Fund Loan for French Broad River Raw Water Intake & Pump Station Project -** *Presenter: Lee Smith, Utilities Director*

AGENDA

6. **Presentations**

   A. **Representative Chuck McGrady**

   B. **Colonial History Month Proclamation** *Presenter: Barbara G. Volk, City of Hendersonville Mayor*

   C. **Parks & Recreation Presentation-** *Presenter: Hunter Jones*

   D. **Safety Award Recognition** *Presenter: John F. Connet, City Manager*

7. **Public Hearings**

   A. **Contiguous Annexation Ordinance -Group Ventures LLC (**PIN 9579-29-2872) **-** *Presenter: Lew Holloway, Community Development Department Director*

   B. **Zoning Map Amendment -Parking Deck Project** (PIN#'s 9568-78-5480, 9568-78-5391, and 9568-78-6365) **-** *Presenter: Lew Holloway, Community Development Department Director*

8. **Unfinished Business**

   A. **303 Chadwick Avenue Conditional Rezoning *(PIN 9568-93-6593)* -** *Presenter: Lew Holloway, Community Development Department Director*

9. **New Business**

   A. **Modification of Water Service Extension Review Process with Henderson County-** *Presenter: John F. Connet, City Manager*

   B. **Operations Center Safety Improvements Bid Award** *Presenter: Tom Wooten, Public Works Director*

   C. **City Council Meeting Format, Public Comment Policy** - *Presenter: John F. Connet, City Manager*

10. **City Council Comments**

11. **City Manager Report** - *John F. Connet, City Manager*

    A. **LED Streetlight Comparison** *Presenter: Tom Wooten, Public Works Director*

12. **Adjourn**

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: Angela Reece, City Clerk

Department: Admin

Date Submitted: 09/21/2020

Presenter: Angela Reece, City Clerk

Title of Item: Adoption of City Council Minutes

Nature of Item: Council Action

Council Meeting Date: 10/01/2020

Summary of Information/Request:

Item # 5A

The City Clerk has prepared minutes of the following meeting(s) for Council consideration:
i. August 26, 2020 Special Call Meeting
ii. September 3, 2020 Regular Session

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

Suggested Motion:

I move that City Council adopt the minutes of August 26, 2020 Special Call, and September 3, 2020 Regular Session meetings as presented.

Attachments:

i. August 26, 2020 Special Call Meeting-DRAFT
ii. September 3, 2020 Regular Session -DRAFT

MINUTES

August 6, 2020

SPECIAL CALL MEETING OF THE CITY COUNCIL

ASSEMBLY ROOM – OPERATIONS CENTER | 305 WILLIAMS ST. 4:00 p.m.

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

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

1. Consideration of Agenda

Mayor Volk requested to add a short presentation by Burntshirt Vineyards.

Council Member Jeff Miller moved that City Council approve the agenda as amended. A unanimous vote of the Council followed. Motion carried.

2. Ratification of Interim Police Chief Contract - *Presenter: John Connet, City Manager*

City Manager John Connet introduced Bill Hollingsed to City Council. Mr. Hollingsed is a retired Chief of Police from the Town of Waynesville, NC and has been selected to serve as Interim Police Chief for the City until a replacement is selected. City Council welcomed Chief Hollingsed.

Council Member Jeff Miller moved that City Council approve the resolution to ratify the employment agreement for the appointment of an Interim Police Chief for the City of Hendersonville. A unanimous vote of the Council followed. Motion carried.

Resolution #20-0568

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO RATIFY AN EMPLOYMENT AGREEMENT FOR THE APPOINTMENT OF AN INTERIM POLICE CHIEF FOR THE CITY OF HENDERSONVILLE

WHEREAS, the position of police chief became vacant at the close of business on August 24, 2020; and;

WHEREAS, it was in the best interest of the Police Department for the City Manager to appoint an Interim City Police Chief as soon as possible to provide continuity for the Department; and

WHEREAS, the City Manager has signed an employment agreement to appoint **William Hollingsed as** Interim Police Chief, a copy of which is attached to this Resolution as Exhibit A; and

WHEREAS, the Mayor and City Council wish to ratify the actions taken by the City Manager;

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

1. The Employment Agreement, attached hereto as Exhibit A and incorporated herein by reference, is specifically ratified and approved by the Mayor and City Council retroactively, the intent being that the Employment Agreement be in full force and effect as if approved by the Mayor and City Council on the date it was signed by the City Manager.

2. All actions taken in furtherance of the purposes of the Employment Agreement by the City Manager, City Attorney, and City Staff are hereby ratified and approved.

3. The City Manager, City Attorney, and City Staff are authorized to take such other actions as may be necessary to carry out the terms and provisions of the Employment Agreement.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 28th day of August 2020.

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

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Exhibit A, Interim Police Chief is omitted from these minutes but is attached to the resolution on file with the City Clerk.

3. Presentations

A. Burnshirt Vineyards

Sandra Oates, Owner, and Dereck Frost, Wine Maker of Burntshirt Vineyards presented a new wine in honor of the City of Four Seasons which will be available to the public to purchase on Labor Day weekend.

B. Family and Medical Leave - *Presenter: Lyndsey Simpson, City Council Member*

Council Member Lyndsey Simpson presented information on expanding paid family and medical leave to City Council. Council Member Simpson presented quick facts stating inclusive paid family leave can help close the gender wage gap, reduce costly turnover, and improve productivity in the workforce. Council Member Simpson stated this is different than the Family Medical Leave Act (FMLA) in that FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Council Member Simpson further clarified that employee sick days are for short absences from work due to illness, whereas paid family leave would be for longer absences from work due to the birth of a child, an employees own serious health issue, or to care for an ill family member or loved one. Council Member Simpson stated a successful policy would apply to all employees and all parents (birth, adoptive, and foster); would allow 12 weeks of parental and 6 weeks of FMLA; and would be easily accessible. Council Member Simpson outlined the potential savings and costs associated with this type of program and discussed the City's current leave policies.

Council Member Jerry Smith clarified that the City of Durham currently has this policy in place.

City Manager John Connet stated the City currently has employees who take FMLA for a variety of illnesses and said this is tracked by HR and clarified the intent would be to cover a consistent long term event and said there would need to be checks and balances put in place.

Council Member Jeff Miller stated he is interested in looking into it but cautioned there will be a cost for implementation. Council Member Dr. Jennifer Hensley agreed with Council Member Miller and expressed concern for additional tax burden on citizens.

Council Member Simpson stated she agreed with cost concerns but stated this would be an employee benefit and recruitment tool. Council Member Jerry Smith agreed with Council Member Simpson stating this benefit would be particularly useful for employees who are now taking care of aging parents along with their children.

City Manager Connet clarified any new policy could be implemented along with the next budget cycle.

Council Members directed staff to pursue policy options and bring back recommendations to City Council.

4. Discussion

A. Diversity Initiatives / BLM - *Presenter: John Connet, City Manager*

City Manager Connet discussed events that have occurred over the last few months stemming from the death of George Floyd (Minnesota) and said there is a movement to celebrate and understand diversity in Henderson County. Manager Connet recalled various gatherings or meetings held individually by the Mayor, Chief Blake, and Council Members Miller and Simpson to discuss racial tension and opportunities to celebrate diversity with other community stakeholders.

Manager Connet stated there are several proposals including the following: painting a Black Lives Matter (BLM) Mural on Main Street or 7th Ave; establishing an African American Culture Center; erecting a larger sign for Martin Luther King Jr. Boulevard; enlarging or moving Martin Luther King Jr. Park; replacing the wooden Green Meadows Community sign with more permeant brick monument signs; placing Black Lives Matter Banners on railroad crossing on 7th Ave; hosting African American history events during February; creating an African American history exhibit for the Heritage Museum; creating an African American history exhibit for City Hall; creating a historical marker explaining the history of Brooklyn community; displaying history of the Brooklyn community in the new Police Headquarters; and erecting a monument to honor slaves within our community.

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Manager Connet requested direction of how staff should vet the ideas and costs associated with implementation of various requests in an equitable fashion when dealing with public infrastructure and posed the following questions to City Council:

- What role should the City play in the implementation of these ideas? (We still must adhere to the restrictions of spending taxpayer money on items that are not considered a public purpose.)
- Will they be privately funded?
- Who speaks for the Hendersonville African American community?
- Which items should we work on first and how much staff time do you want devoted to these initiatives?
- Do you want staff to start putting some of these items in the Capital Improvement Program?
- How are these initiatives vetted by the community or City Council?
- Should other ethnic groups be included?

Manager Connet posed the following suggestions:

- City Council establish a diverse ad hoc committee to discuss how to celebrate and understand diversity in our community. This group will make recommendations to City Council on projects or events.
- Direct staff to develop a list of low-hanging fruit that can be implemented in accordance with the North Carolina General Statutes.
- Develop a vision or value statement that recognizes the City's commitment to improve the lives of all citizens.
- Discuss how the City Council wants to move forward.

Manager Connet provided the following list of historic actions taken by the City that he believes shows commitment to improving the lives of all citizens:

- Council Conversations in all areas of the City
- New playground and bathrooms at Sullivan Park
- 7th Avenue improvements
- Partnership with Housing Assistance Corporation (i.e. Oklawaha Village and Gravel Street)
- Creation of Homeless Coalition
- Ashe Street Neighborhood Improvements
- Donation of land to Henderson County Boys and Girls Club
- Special Appropriation Funding (i.e. Apple Country Transit, IAM and various non-profits)

Mayor Barbara G. Volk and Council Member Jeff Miller have formed an unofficial advisory committee consisting of African American stakeholders and constituents in the community. Council Member Jeff Miller stated the meetings have been productive and said the African American community has been very productive and open. Council Member Miller further stated he believes the African American community needs to have a designated person of whom they feel comfortable speaking with. Council Member Miller said he has spoken with the City Manager and suggested this may be better served through a staff position with the City who would be able to advise Council and speak with department heads about the issues. City Manager Connet stated it is important to have diversity and inclusion and to keep policies in check and said typically those positions are in the HR department. Council Member Miller said having a committee is critical to establish relationships with the African American Community.

Council Member Dr. Jennifer Hensley praised the City Council members for forming an unofficial committee and establishing trust with the African American community. Council Member Hensley stated she wanted to make sure there will be a positive life-long change beginning with children in the community and reminded everyone that that children are oftentimes taught racism. Council Member Hensley stated increasing outreach to children through education such as a museum would create a positive impact to the community.

Council Member Lyndsey Simpson stated she supports the idea of a new position with the City so that the change may be long lasting and impactful. Council Member Simpson discussed implementation of smaller projects but said she was more in favor of a staff position and praised fellow council members for outreach and conversations.

Council Member Jerry Smith stated whatever we can do as a City that will allow people to come together and communicate learn about each other will certainly benefit many generations. Council Member Smith stated he believes it is historically appropriate to recognize the sacrifices that slaves have made and

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proposed that the City create a monument to be placed on City Hall property. Council Member Dr. Hensley stated she wanted to be inclusive of the African American community's opinions regarding this proposal.

Council Member Jeff Miller stated he spoke with the informal advisory committee members who indicated support of a staff person to address diversity and inclusion issues in the City. City Council agreed and directed Manager Connet to provide information to Council for a coordinator position.

5. Staff Update

B. Downtown Parking Deck- *Presenter: Brian Pahle, Assistant City Manager*

Assistant City Manager, Brian Pahle addressed City Council regarding the downtown parking deck project reviewing the terms and budget. Assistant Manager Pahle stated the City has closed on one property and has the option to close on second property in December of this year. He discussed the timeframe for project construction stating bidding would begin in January or February 2021 with construction completion in 2022, which is when parking meters would be turned on. Assistant Manager Pahle provided preliminary renderings to City Council and said he will provide additional information along with community input and additional design impact on budget soon. Manager Pahle reminded City Council the Dark Sky Initiative has been incorporated into design.

Assistant Manager Pahle discussed early schematic design estimates and budget impacts and stated we are about $800,000 over budget at this point and said staff and project engineers and architects have identified some elements that can be removed from the design to reduce costs as outlined below.

EDIFICE GENERAL CONTRACTORS

Hendersonville Downtown Parking Deck			Schematic Design
5th Avenue West and North Church Street			Summary
Hendersonville, NC			7/30/2020
Schematic Design Estimate			
Site and Ground Improvement (+/- 34,000 sf)			$1,141,364
Parking Deck (253 spaces)	$22,644 per space		$5,728,922
		Total	**$6,870,286**
Cost Savings/Potential Add Alternates (to get to $6.4 M budget)			
Canopy			($52,080)
Cornice			($132,048)
Limited metal framing at openings			($27,496)
Limited brick on Wall St. and or south elevation (reduce total brick by 40%)			($112,000)
Planter walls and raised soil backfill			($122,016)
		Sub total cost savings	($445,640)
		Potential budget with all add alternates	*$6,424,646*
Alternates (not included in base budget)			
Add building mounted metal screen 'green wall'		Add	$75,808
Add electric fire pump		Add	$71,300
Add relocation of utilities		Add	TBD
Add building demolition		Add	$79,820
Add owner's contingency		Add	TBD

Assistant Manager Pahle stated even with proposed value engineering cost reductions and projected parking meter revenues the project will still be approximately $130,000 short. Assistant Manager Pahle stressed these are estimates and asked direction from Council to determine next steps.

Council Member Jeff Miller stated he was comfortable allowing staff to make value engineering decisions for project cost effectiveness and suggested bringing any major decisions back to City Council. City Council Members agreed and expressed a desire to keep the parking fees below $2.00.

City Manager Connet stated staff will work with the construction manager to reduce costs and keep the project within the budget. Council Member Lyndsey Simpson asked to keep in mind any sustainability measures.

6. Adjourn

The meeting adjourned at 5:28 p.m. upon unanimous assent of the Council.

ATTEST: Barbara G. Volk, Mayor

Angela L. Reece, City Clerk

MINUTES

September 3, 2020

REGULAR MEETING OF THE CITY COUNCIL

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

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

Staff Present: City Manager John F. Connet, City Attorney Angela Beeker, Assistant City Manager Brian Pahle, City Clerk Angela Reece, Communications Manager Allison Nock, Interim Police Chief Bill Hollingsed, Community Development Director Lew Holloway, and Planner Daniel Heyman

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 all members in attendance.

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 Attorney Michael Edney on behalf of Ms. Media Waters, descendant of the late Mr. Carl Waters, asking City Council for assistance with locating Mr. Waters' remains in the City Cemetery and prohibiting access of the Roseboro Funeral and Cremations Services to the Oakdale Cemetery until such time as they fully and openly cooperate in this matter. Mr. Hunter Jones of 600 Hebron Rd. Hendersonville addressed City Council requesting consideration for additional recreational opportunities and the trade of Berkley Park.

4. Consideration of Agenda

Manager Connet requested to remove Item 5K, Master-Planning Services Proposal & Agreement for Main, Church and King Streets and Item 10C, City Operations Center Safety Improvements Contract Award.

Council Member Jeff Miller moved to approve the agenda as amended removing items 5K, Master-Planning Services Proposal & Agreement for Main, Church and King Streets and 10C, City Operations Center Safety Improvements Contract Award. A unanimous vote of the Council followed. Motion carried.

5. Consent Agenda

A. Adoption of City Council Minutes
i. August 6-7, 2020 Regular Session

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

C. Clerks Certificate of Sufficiency-Group Ventures LLC, Universal at Lakewood Annexation PIN 9579-29-2872 - *Presenter: Daniel Heyman, Senior Planner*

D. Budget Amendments FY21- *Presenter: Adam Murr, Budget Analyst*

1. Grant - Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act	Increase | $483,730
2. Police Department Headquarters Project Amendment	Increase | $191,624
3. Northside Water Improvement Project Amendment NCDEQ Funding Match	Increase | $2,541,775
4. Clear Creek Interceptor Project Amendment - Funding Source Change	No Change | $34,999
5. Leased Vehicles Financing - Change in recording principles in FY19-20	Increase | $521,479

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E. Ratification of Sale of Service Weapon to Police Chief Herbert Blake - *Presenter: John F. Connet, City Manager*

Resolution #20-0569

RESOLUTION TO RECOGNIZE THE DISTINGUISHED SERVICE TO THE CITY OF HENDERSONVILLE AND THE TRANSFER OF SERVICE SIDEARM

WHEREAS, North Carolina General Statutes 160A-266(c) authorizes the City of Hendersonville to adopt a policy delegating to a city official the authority to declare personal property valued at less than $30,000 surplus and to dispose of such personal property by private sale; and

WHEREAS, on or about March 5, 2009, the Mayor and City Council adopted Resolution #09-311 authorizing the City Manager to declare surplus and convey by private sale any personal property valued at less than $30,000; and

WHEREAS, in recognition of 12 years of distinguished service as Chief of Police, the City Manager declared surplus the service sidearm carried by Chief Herbert Blake and conveyed such sidearm to Chief Blake by private sale for the sum of $409.00; and

WHEREAS, the Mayor and City Council, on behalf of the City of Hendersonville, also wish to recognize Chief Blake's 12 years of distinguished service as Chief of Police for the City of Hendersonville and its residents;

NOW THEREFORE, the City of Hendersonville hereby thanks Chief Herbert Blake for the distinguished service he has rendered to the City of Hendersonville and its residents and ratifies the private sale of Chief Blake's service sidearm to him in appreciation for his many years of service and dedication to the City of Hendersonville and its residents.

Adopted this 3rd day of September 3, 2020

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk

F. 2020 Street Resurfacing Contract Award - *Presenter: Tom Wooton, Public Works Director*

Tarheel Paving was the low bidder at $343,872.18. Staff intends to add additional paving to the contract with the intention of paving as much as possible but not to exceed the budget of $600,000.

G. Fleet Maintenance Reclassification of Positions - *Presenter: Tom Wooton, Public Works Director*

The recommendation reclassifies all fleet maintenance positions and provides an equitable compensation plan. This plan does not create any new positions within the department.

H. Mudd Creek Interceptor Replacement Project SRF Application Resolution - *Presenter: Adam Steurer, Utility Engineer*

Resolution #20-0570

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FOR A WASTEWATER COLLECTION SYSTEM PROJECT LOAN REQUEST FOR THE MUD CREEK INTERCEPTOR REPLACEMENT PROJECT

WHEREAS, The Federal Clean Water Act Amendments of 1987 and the North Carolina Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater collection systems; and

WHEREAS, The City of Hendersonville has need for and intends to construct a wastewater collection system project described as the Mud Creek Interceptor Replacement; and

WHEREAS, The City of Hendersonville intends to request state loan assistance for the project,

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

1. The City of Hendersonville, the Applicant, will arrange financing for all remaining costs of the project, if approved for a State loan award.
2. That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

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3. That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the City of Hendersonville to make scheduled repayment of the loan, to withhold from the City of Hendersonville any State funds that would otherwise be distributed to the local government unit in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.
4. That the Applicant will provide for efficient operation and maintenance of the project on completion of construction thereof.
5. That John F. Connet, City Manager, the Authorized Official, and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan to aid in the construction of the project described above.
6. That the Authorized Official, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.
7. That the Applicant has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this 3rd day of September 3, 2020

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk

I. AquaResources Agreement for Water System Improvements - *Presenter: Lee Smith, Utilities Director*

The Water and Sewer Department would like to implement AquaResource, a SaaS offered by TecNXS, in order to better track, organize, and maintain backflow assemblies attached to our potable water system. The software as a service (SaaS), AquaResource, will track backflow testing, and alert customers when their BFA (backflow assemblies) need to be tested, or repaired. AquaResource will help increase the amount of BFA testing and repairs, and this service comes at no cost to City. By utilizing AquaResource, we will easily know what BFAs are installed, where they are installed, which BFAs have been tested or are due for testing, and those in need of maintenance/repair.

J. Multi-area Streambank Restoration Project Engineering Agreement Amendment-Wildlands Engineering - *Presenter: Brent Detwiler, City Engineer*

An on-call engineering agreement with Wildlands Engineering was executed in June 2017 for environmental design and permitting services. Three amendments to that agreement have been executed for the Multi-area Streambank Restoration Project - Phase 1 for preliminary design, Phase 2 to complete the final design, conservation easements, bidding and construction administration and Phase 3 to cover additional design and permitting work, letter of map revision (flood permitting) documentation and post-project monitoring. Because of various additions to the project, staff have asked Wildlands for an Amendment 4 to their Engineering Agreement to cover this additional work to close out the project. Please note that NC DEQ has approved this additional work as part of their project funding, and all engineering work is reimbursable with the SRF loan for the project.

L. Emergency FMLA Expansion Act Policy Revision -*Presenter: Jennifer Harrell, Human Resources Director*

Staff has revised the policy to ensure employees are able to use City Administrative Paid Sick Leave or Emergency Paid Sick Leave for the first ten days and supplement one-third of their pay for the remaining ten weeks of Emergency FMLA.

M. Emergency Paid Sick Leave Act Policy Revision -*Presenter: Jennifer Harrell, Human Resources Director*

Staff has revised the Paid Sick Leave Act Policy to ensure employees are able to supplement one-third of their pay with City Administrative Paid Sick Leave.

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

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6. Administration of Oath of Office

A. City Attorney *Presenter: Barbara G. Volk, City of Hendersonville Mayor*

Mayor Barbara G. Volk issued the Oath of Office to City Attorney Angela S. Beeker.

7. <u>Presentations</u>

A. Breastfeeding Family Friendly Community Proclamation *Presenter: Steven E. Smith, Henderson County Health Director, and Barbara G. Volk, City of Hendersonville Mayor*

Steve Smith, Henderson County Health Director addressed City Council adding breastfeeding can reduce development of diabetes as much as 30 to 40% and said he appreciated the support of City Council and the community in creating the right environment and policies which improves the mother's health and the health of the infant. Mayor Barbara Volk and City Council proclaimed the City of Hendersonville as a Breastfeeding Family Friendly Community. By providing a supportive and welcoming environment, a breastfeeding friendly community safeguards the health of mothers and infants and encourages families of all races and ethnicities to continue breastfeeding.

B. Constitution Week Proclamation *Presenter: Barbara G. Volk, City of Hendersonville Mayor*

Mayor Barbara Volk proclaimed the week of September 17 through 23, 2020 as Constitution Week in the City of Hendersonville and asked our citizens to reaffirm the ideals the Framers of the Constitution had in 1787.

C. Oklawaha Greenway Pollinator Bed - Eagle Scout Project Request- *Presenter: Nathan Lindsey, Troop 610 - Presentations*

Nathan Lindsey of Troop 610 addressed City Council requesting consideration for installation of a pollinator bed along the Oklawaha Greenway.

Council Member Lyndsey Simpson moved that City Council hereby grant Nathan Lindsey permission to plant a pollinator bed on the Oklawaha Greenway for his Eagle Scout Project. A unanimous vote of the Council followed. Motion carried.

8. Public Hearings

A. 303 Chadwick Avenue Conditional Rezoning *(PIN 9568-93-6593)*
Presenter: Daniel Heyman, Senior Planner

Daniel Heyman, Senior Planner advised the City is in receipt of a Conditional Rezoning application from James Noble for the development of four single family dwellings on a 0.71-acre lot. The subject property is identified as parcel number 9568-93-6593 and is currently vacant. Mr. Heyman stated the applicant is requesting to rezone the subject property from C-3 SU, Highway Business Special Use to C-3 CZD, Highway Business Conditional Zoning District. Mr. Heyman noted the timeframe due to length of time that passed the applicant was required to have an additional neighborhood compatibility meeting. Mr. Heyman stated the Planning Board recommended 3-2 against approval at their August 10, 2020 meeting citing traffic concerns, density issues and additional flooding issues. Mr. Heyman stated since that meeting the developer has amended the plans by removing 1,257 square feet from one of the lots and adding circular driveways to alleviate these concerns.

Council Member Dr. Hensley clarified the current zoning is C-3 SU. Council Member Jeff Miller stated neighbors have concerns about the buffers and Mr. Heyman stated the landscaping is not a requirement of the zoning ordinance and said if Council wished to make this a condition then it would need to be well defined. Council Member Jerry Smith inquired of the existing code requirements for driveways and Manager Connet stated he has received communications from Public Works Director, Lee Smith who advised staff follows NCDOT policy for street access and said the proposed driveways do not meet NCDOT guidelines.

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

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The applicant/developer, James Noble addressed City Council asking for consideration of approval stating he believes the application meets all of the requirements for the request and stated he has revised the plan to address the additional concerns by neighbors.

Joseph and Sandra Williams 309 Chadwick Ave. Hendersonville addressed City Council electronically requesting City Council not approve the request citing concerns of compatibility and water runoff coming off of the property onto his property. Mr. Williams referred to a vegetative buffer along the property line expressing concerns of its removal or damage. Mrs. Williams addressed City Council expressing concerns that the density of the plan is too great for the neighborhood.

Lyn Williams of 309 Chadwick Ave. addressed City Council stating that she believes the flooded area is a blue line stream and asked for consideration of inclusion in the plan to maintain the stream buffer as well as an older tree located on the property. Ms. Williams asked consideration for lowering the speed limit of the street.

Ken Fitch of 1046 Patton Street Hendersonville addressed City Council stating projects to address affordable housing are of particular concern stating it is important to recognize that the applicant is a long-term Hendersonville resident and intends to reside on the property himself. Mr. Fitch stated the concerns being presented on stormwater are valid.

The public hearing was closed at 6:48 p.m.

Council Members discussed the buffer with Mr. Noble who stated it is located on his property and said he is willing to keep it there. Mr. Noble stated he has plans to reside on the lot and has no intentions to remove the vegetative buffers and stated his project is affordable housing. Council Member Dr. Hensley stated her main concern was driveway safety and said she feels this has been rectified with the addition of turnarounds in the plans. Council Member Hensley stated the applicant property is not in a flood plain but said there could be conversations regarding stormwater.

Council Member Jeff Miller stated he has concerns of stormwater and preserving the buffer. Council Member Miller also discussed concerns of there being a blue line stream located on this property. Daniel addressed the blue line stream and stated that some of the streams do not appear on the map

Council Member Lyndsey Simpson asked the developer if his project was feasible with three homes instead of four and Mr. Noble stated it will be but said it will not be affordable housing.

Council Member Jerry Smith asked the developer if he was willing to modify the plans to three houses with a specific buffer and any other conditions addressing water runoff.

Attorney Beeker asked City Council to state what the conditions would be as long as they are clearly stated and noted on the plan. Council Member Jeff Miller stated he will agree to approve the plan with three houses and the condition of a vegetative buffer remaining. Daniel Heyman, Senior Planner stated the blue line stream does not appear on the 2019 GIS map but stated the online website shows it is there. He stated the stream may have been piped but said the City Engineer would need to look at it. Mr. Heyman stated the current zoning ordinance does not require a buffer for a piped stream.

City Manager Connet recommended having the City Engineer investigate the blue line stream and having clear definitions of the vegetative buffer requirements. City Attorney Beeker concurred and added if City Council wishes to add additional conditions they may do so if the applicant is willing to agree in writing.

Council Member Jerry Smith moved to postpone the action on this item until the October 1, 2020 regular City Council meeting. A unanimous vote of the Council followed. Motion carried.

9. <u>Unfinished Business</u>

A. Downtown Historic District Expansion-Design/Aesthetic Regulation Discussion - *Presenter: Daniel Heyman, Senior Planner*

City Planner, Daniel Heyman recalled prior discussions of expanding the downtown historic district and presented alternative design standards such as implementation of zoning ordinances that regulate design. Mr. Heyman cited current examples such as requiring street trees or prohibiting reflective surfaces such as a mirror for a wall. He stated design standards for commercial buildings may be regulated to require

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certain colors and building materials and discussed form-based code building. Council Member Lyndsey Simpson clarified overlay districts could add additional design standards within a particular area. Council Member Simpson encouraged Council to consider some of the options to preserve the character and feel of the downtown area and to maintain its "brand" through aesthetic consistency.

10. New Business

A. Ashe Street Neighborhood Improvements *Presenter: John F. Connet, City Manager*

City Manager John Connet provided a project update and reminded everyone of the goals for improvement in the Ashe Street neighborhood which were derived from many years of conversations with stakeholders. The goals include a large public investment and City commitment; addressing safety concerns; property value stabilization; encouraging reinvestment by property owners and absentee landlord; providing opportunities for additional affordable housing; public infrastructure improvements; and conversion of vacant or blighted properties.

Manager Connet reminded everyone there are 64 lots in the Ashe Street neighborhood with 11 being occupied and the remainder being vacant and said property values were decreasing in the neighborhood while other areas in the City have increased. Manager Connet stated the project is an opportunity to convert the vacant or blighted property into a better use through a City commitment to invest $11.5M in this neighborhood which includes a 24,000 square foot Police Headquarters Facility and public infrastructure improvements. Manager Connet clarified the process of property acquisition in the area stating the City owned three parcels and negotiated the purchase (at market value) of one owner occupied dwelling, allowing those residents to stay in the home rent free until their new home was constructed. Manager Connet stated staff negotiated additional offers to purchase one rental property from an absentee landlord, two vacant properties, and one vacant land tract, all at market rate. Manager Connet stated all the negotiations were friendly. Manager Connet stated there was only dwelling that the City had to use eminent domain on the last parcel that was acquired which was located on the corner of Ashe Street and Pace Street and said the dwelling was owned by an absentee landlord and used seasonally.

Manager Connet discussed water and sewer infrastructure improvements stating the existing sewer infrastructure is clay pipe and is highly susceptible to blockages and inflow and infiltration and said the water infrastructure consists of galvanized metal pipe which deteriorates over time. Manager Connet stated the City has obtained a $2.6M loan to replace all the water and sewer in the neighborhood which will improve water quality and sewer capacity for the residents and reminded everyone the City will resurface the streets when the water/sewer improvements are finished.

Manager Connet discussed the Community Development Block Grant (CDBG) program stating the City has applied for $750,000 which, if awarded, will include $500,000 for new curb/gutter and sidewalks, $200,000 for homeowner rehabilitation, and $50,00 for administrative costs. Manger Connet recalled neighborhood meetings which allowed participants to vote on amenities that would be covered with grant funding and stated the priorities were established by the neighborhood. Manager Connet clarified the portion of grant funding for home rehabilitation may only be used for owned homes and not rented homes. Manager Connet clarified, if approved, the $200,000 for homeowner rehabilitation will only cover three of four homes that have applied. Council Member Jerry Smith stated the grant requires total renovation of each residence and said all four applications can be funded with an additional $26,000 contribution by City in the next budget. Council Member Smith clarified stipulations on the grant funding which requires it to be paid back in the event the home is sold or unoccupied by the owner for a period of five years. Manager Connet stated the administrative costs covers inspections and other related administrative costs and was originally $75,000. He said Housing Assistance has agreed to forfeit a portion of their costs to fund the fourth application through a partnership with the City. Manager Connet stated there are other homes being funded through alternate programs and said there were funds available for workforce housing and reminded everyone the City has a minimum housing code that can be enforced on the vacant landlords to force them to bring their homes up to code to make them safe and inhabitable.

Manager Connet addressed neighborhood concerns about over policing and gentrification and recalled the grant is being used to rehabilitate the homes of long-time residents and reminded everyone that the multi family units are necessary for affordable housing and said this will also require strategies to incorporate

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mixed density and uses to get the price points on target for single family housing in the area. Manager Connet posed additional solutions such as re-examining the zoning for the entire area, discussing reopening Cherry Street, working with Housing Assistance Corporation (HAC) to provide more affordable workforce housing units and housing rehabilitation grants, and continue to encourage the Hendersonville Police Department to develop partnerships with the neighborhood through education and preservation of the neighborhood history.

Manager Connet stated Council action would be necessary to cover the cost of the fourth homeowner rehabilitation project and to sell City property at the corner of Beech and Pace Street to HAC for affordable workforce housing units in the amount of $30,000. City Attorney Beeker has prepared a resolution will add specific covenants and restrictions for income limits.

Council Member Dr. Jennifer Hensley inquired if HAC would be willing to contribute additional costs from their administration fees and Manager Connet clarified HUD allows 10% of the total grant to be recuperated in administrative fees. He reminded everyone that the more money HAC contributes reduces programs and services in other areas. Council Member Jerry Smith clarified HAC has agreed to contribute $25,000 of their administrative costs.

The consensus of City Council was to seek additional sources of funding to cover the fourth home rehabilitation with their first preference being to reduce the grant funding from sidewalks and the second option to use funds from General Fund.

Council Member Jerry Smith moved that City Council adopt the Resolution accepting the Housing Assistance Corporation's offer to purchase for the lot at the corner of Beech Street and Pace Street in the amount of $30,000 authorizing the sale by private sale. A unanimous vote of the Council followed. Motion carried.

Resolution #20-0572

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ACCEPT OFFER TO PURCHASE AND AUTHORIZE THE CONVEYANCE BY PRIVATE SALE

WHEREAS, the City of Hendersonville has received an Offer to Purchase the lot at the corner of Beech and Pace Street, having a tax PIN number of 9569906270 (the "Real Property"), for $30,000, from the Housing Assistance Corporation, a North Carolina nonprofit corporation, to build affordable workforce housing; and

WHEREAS, the City of Hendersonville acquired the Real Property by that deed recorded in Deed Book 1684 at Page 419 of the Henderson County Registry; and

WHEREAS, N.C.G.S. § 160A-279 authorizes the City of Hendersonville to convey real property by private sale to a nonprofit entity carrying out a public purpose; and

WHEREAS, the City Council for the City of Hendersonville wishes to accept the offer received from the Housing Assistance Corporation and authorize the conveyance by private sale;

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

1. The City Council accepts the Offer to Purchase received from the Housing Assistance Corporation to purchase the Real Property for the price of $30,000.00.
2. The City Council authorizes the conveyance of the Real Property to the Housing Assistance corporation by private sale pursuant to a Special Warranty Deed, and pursuant to the procedures required by N.C.G.S. § 160A-279.
3. The Mayor, City Manager, City Clerk and City Attorney are authorized to carry out such actions as are necessary to effectuate the sale and conveyance of the Real Property as authorized by this Resolution.

Adopted this 3rd day of September 3, 2020

/s/Barbara G. Volk, Mayor
Attest: /s/Angela L. Reece, City Clerk

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B. Community Development Department - *Presenter: Lew Holloway, Community Development Department Director*

Lew Holloway the City of Hendersonville's Community Development Department reflects the demands of our growing city and said over the years the City has included within its hierarchy, a planning department, a zoning department, a downtown economic development department, and a development assistance department. Mr. Holloway stated each has been a response to trends and opportunities within the community and said the reorganization of the City's Downtown Economic Development Department and the Development Assistance Department into the Community Development Department is a similarly responsive and forward-thinking effort. Mr. Holloway stated the three new positions for approval will allow the department to have full staff.

Council Member Dr. Jennifer Hensley moved that adopt the job descriptions for Community Development Director, Downtown Division Manager, and Planning Division Manager as presented. A unanimous vote of the Council followed. Motion carried.

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

Council Member Jeff Miller thanked Tom Wooton for the Dark Sky initiative and said he has set up a demonstration to view duke energy streetlights which operate at 3,000 watts and are dark sky compliant.

Council Member Lyndsey Simpson said she would like to see proposals to reduce speed on Chadwick Ave. to mitigate safety concerns.

Council Member Dr. Jennifer Hensley stated the MPO received an email regarding significant NCDOT project delays and said she has provided this to the City Manager. Manager Connet stated that all NCDOT projects but one will be delayed a minimum of one year and some will be delayed up to ten years. Manager Connet stated staff will give NCDOT the opportunity to announce but if not, then the City will make the information available to the public.

Council Member Hensley thanked city staff for the Clear Creek Connector Trail grant and said it was ranked #3 in the entire list of projects. Manager Connect stated this is a $2M grant that will construct a greenway behind the Sam's club which will be for recreation and transportation. He said there was a PARTF grant of $350,000 that may enhance this project.

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

A. Chief of Police Recruitment and Selection Process

City Manager John Connet discussed the Police Chief recruitment process and stated staff have received over 100 responses so far. Manager Connet outlined the timeline and process to solicit additional public input and buy in from public and staff before job ad is written. Manager Connet stated the process will consist of assessment centers and interviews from law enforcement professionals, local government managers, Hendersonville staff, and community members with a final interview being conducted with himself. Manager Connet noted if no candidates are successful then the process will start over.

Council Member Jeff Miller moved that City Council approve the contract with Developmental Associates LLC., to assist the City of Hendersonville with the recruitment and evaluating of candidates for the position of Police Chief. A unanimous vote of the Council followed. Motion carried.

B. Surplus Items

City Manager John Connet provided a list of items to City Council indicating they are surplus. The items include the former City Attorney's iPad which was sold to him at the market value of $260 and the former Police K-9, Sunny which was deemed a dangerous dog. Manager Connet stated Sunny was donated to a police and military nonprofit in Texas for service animals where he will be retrained.

C. Cash and Investment Report

City Manager John Connet included the cash and investment report for Council information which outlines how the City is investing idle funds.

13. Closed Session as Permitted under NCGS §143-318.11(a)(4)(5)

At 8:23 p.m. Council Member Jerry Smith moved that City Council enter into Closed Session to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations and to establish, or to instruct the public body's staff concerning the position to be taken by or on behalf of the public body in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease per North Carolina General Statute §143-318.11(a)(4)(5). A unanimous vote of the Council followed. Motion Carried.

Council Member Jeff Miller moved that City Council return to open session at 9:22 p.m. A unanimous vote of the Council followed. Motion Carried.

There was no further business.

14. Adjourn

The meeting was adjourned at 9:22 p.m. upon unanimous assent of the Council.

_____
Barbara G. Volk, Mayor

ATTEST:

_____
Angela L. Reece, City Clerk

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CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: Adam Murr

Department: Admin

Date Submitted: 09/21/2020

Presenter: Adam Murr

Title of Item: Budget Amendments - Fiscal Year 2020-2021 October

Nature of Item: Presentation Only

Council Meeting Date: 10/01/2020

Summary of Information/Request:

Item # 5B

Budget Amendment(s)

1. Grant - Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act | Increase | $113,283
2. City Hall and City Operations Renovation Project #19140 | Increase | $129,578

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

Budget impacts described in attachments.

Suggested Motion:

I move City Council resolve to approve the budget amendment(s) as presented.

Attachments:

Budget Amendment(s)

1. Grant - Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act | Increase | $113,283
2. City Hall and City Operations Renovation Project #19140 | Increase | $129,578

BUDGET AMENDMENT

301

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
301-0000-420050-G2100	Contributions/Donations	113,283	
301-1002-501001-G2100	Salaries and Wages - Regular	69,945	
301-1002-501002-G2100	Salaries and Wages - Part Time	2,185	
301-1002-501010-G2100	Salaries and Wages - Overtime	5,446	
301-1002-S01013-G2100	Salaries and Wages - Halftime	3,778	
301-1002-502001-G2100	FICA Tax Expense	6,225	
301-1002-S02050-G2100	Retirement Expense	8,299	
301-1002-502005-G2100	Group Medical and Life Insurance	17,405	
FUND 301	TOTAL REVENUES	113,283	
	TOTAL EXPENDITURES	113,283	

The Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act has made pass-through funding available to municipal governments from county governments. Grant funds may be used to pay for expenses related to COVID-19 recovery and response. This budget amendment revises the budget to reflect increased funding.

City Manager

Date: 9-21-20

DATE: 9/21/2020

TO MAYOR & COUNCIL - October 1, 2020

FIS AGENDA

BUDGET AMENDMENT

10 | 60 | 410 | 460

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	INCREASE	DECREASE
010-0000-534999	Contingencies		22,500
010-1523-552001	Capital Outlay Buildings	-	42,289
010-0000-598900	Transfer Out (to 410)	64,789	-
FUND 010	TOTAL REVENUES	-	-
	TOTAL EXPENDITURES	64,789	64,789
410-0000-470100-19140	Transfer In (from 010)	64,789	-
410-1002-550103-19140	Capital Outlay CIP	61,889	-
410-1002-550102-19140	Capital Outlay 5ervices and Fees	2,900	
FUND 410	TOTAL REVENUES	64,789	-
	TOTAL EXPENDITURES	64,789	-
060-7050-521001	Supplies and Materials	-	14,000
060-0000-598901	Transfer Out (to 460)	14,000	-
FUND 060	TOTAL REVENUES	-	-
	TOTAL EXPENDITURES	14,000	14,000
460-0000-470100-19140	Transfer In (from 060)	14,000	-
460-0000-470900-00000	Fund Balance Appropriated	50,789	-
460-1002-550103-19140	Capital Outlay CIP	61,889	-
460-1002-550102-19140	Capital Outlay Services and Fees	2,900	
FUND 460	TOTAL REVENUES	64,789	-
	TOTAL EXPENDITURES	64,789	-

A budget amendment to increase the balance of the City Hall and City Operations Renovation project's (#19140) construction budget from $87,166 to $210,943. This increase in balance will match the project budget to the bid award amount. The amendment also increases the services and fees accounts by a total of $5,800 to match the need for additional architect services.

9-22-20

Date:

DATE: 9/17/2020

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: John Connet

Department: Admin

Date Submitted: 9/21/2020

Presenter: John Connet

Title of Item: Resolution of Support for Henderson County CDBG Application

Nature of Item: Council Action

Council Meeting Date: 10/1/2020

Summary of Information/Request:

Item # 5C

The Department of Housing and Urban Development has created a grant program to assist high risk and vulnerable families who have been impact by the Coronavirus Epidemic. The program allocates up to $900,000 per application to be used for mortgage, rental and utility payment assistance. Henderson County has volunteered their staff time and resources to submit an application on behalf of the entire county. The grant would be administered through the Henderson County Department of Social Services. Therefore, we have drafted a resolution expressing the City 's support for this application.

Budget Impact: $ 900,000 grant Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

A portion of these funds would assist with delinquent utility customers.

Suggested Motion:

I move that the City Council approve RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL SUPPORTING HENDERSON COUNTY'S CDBG-CV APPLICATION FOR THE PROVISION OF HOUSING OR UTILITY PAYMENT ASSISTANCE as presented.

Attachments:

Proposed Resolution

AGENDA

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL SUPPORTING HENDERSON COUNTY'S CDBG-CV APPLICATION FOR THE PROVISION OF HOUSING OR UTILITY PAYMENT ASSISTANCE

WHEREAS, the Coronavirus epidemic has had a tremendous impact on the citizens of Hendersonville and Henderson County and has resulted in numerous business closing or layoffs: and

WHEREAS, these business closing and layoffs have resulted in the Henderson County unemployment rate exceeding thirteen percent (13%) in the months of May and June and currently exceeding seven percent (7%); and

WHEREAS, the loss of employment has resulted in large numbers of individuals and families losing the ability to pay mortgages, rents and utility bills; and

WHEREAS, the City of Hendersonville Utility Department currently has 2,263 customers who are delinquent on their utility accounts; and

WHEREAS, The U.S Department of Housing and Urban Development have created a Community Development Block Grant Program to support the high risk and vulnerable families who have been impacted by the Coronavirus epidemic; and

WHEREAS, Henderson County has offered staff support and resources to prepare and administer a grant application on behalf of Henderson County and its municipalities.

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

1. The City Council offers the full support of the City of Hendersonville to Henderson County in the submission of this CDGB-CV Application for the provision of housing or utility payment assistance.
2. If awarded, the City Council supports accepting the CDBG-CV funding up to $900,000 to fund housing and utility payment programs for low to moderate income homeowners in Henderson County.

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

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: Brent Detwiler

Department: Engineering

Date Submitted: 8/24/20

Presenter: Brent Detwiler

Title of Item: Main, Church, and King Streets Convergence Master-Planning Services Proposal & Agreement

Nature of Item: Council Action

Council Meeting Date: 10/1/20

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

NCDOT has been working on the design of their U-6049 White and S. Main project, and they had been collaborating with the City and our traffic consultant, Kimley-Horn, to refine the proposed roundabout at the convergence of S. Main, Church and King Streets. The recent progress of the Ecusta Trail and rail acquisition in this area has presented a new opportunity. We have asked Kimley-Horn to provide a proposal to complete master planning services related to the development of the NCDOT project, its design implications on mobility with the Ecusta Trail and the opportunities for creating an enhanced gateway into downtown Hendersonville (knowing that the Southside Gateway Park will be replaced with the roundabout). This work will explore elements for gateway features, park space, and access to the Ecusta Trail as described in the attached scope. The intent is to move from concept phase to detailed design prior to NCDOT moving to R/W acquisition in December 2020.

Kimley-Horn will work with staff and provide three concepts to present to Council for feedback. As part of subsequent work, a chosen concept will be refined into a detailed design for NCDOT to incorporate into their road project. The master planning proposal is attached and the work will be performed as an amendment to our design services agreement with Kimley-Horn. We welcome any questions that you may have.

Budget Impact: $ 15,000 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

I move that City Council adopt the resolution to approve the proposal for Main, Church, and King Streets Convergence. Master Planning Services with Kimberly Horn as presented.

Attachments:

Resolution and Main, Church, and King Streets Convergence Master-planning Services Proposal by Kimley-Horn

AGENDA

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE PROPOSAL FOR MAIN, CHURCH, AND KING STREETS CONVERGENCE MASTER-PLANNING SERVICES WITH KIMLEY HORN

WHEREAS, master-planning services are required for the Main, Church and King Street Convergence Project NCDOT TIP project U-6049, its design implications on mobility with the Ecusta Trail and the opportunities for creating an enhanced gateway into downtown Hendersonville; and

WHEREAS, a proposed draft Agreement with Kimley Horn and Associates, Inc., a North Carolina corporation ("Kimley Horn"), has been presented to the City Council to outline the terms and conditions under which Kimley Horn., proposes to provide the required services (attached hereto and incorporated by reference);

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

1. The Agreement dated August 24, 2020 received from Kimley Horn, to provide master-planning services required for the Main, Church and King Street Convergence Project, NCDOT TIP project U-6049, its design implications on mobility with the Ecusta Trail and the opportunities for creating an enhanced gateway into downtown Hendersonville ("Agreement");

2. The Agreement is exempted from the requirements of the Mini-Brooks Act, NCGS § 143-64.31.

3. The City Manager is authorized to sign the attached draft Agreement with such changes as are reasonable after consulting with the City Attorney.

4. The City Manager, City Attorney, City Clerk, and City staff are authorized to take such actions are as necessary to carry out the City's obligations under the terms of the Agreement as signed by the City Manager.

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

AGENDA

Kimley»Horn

August 24, 2020

Mr. John Connect, ICMA-CM
City Manager
City of Hendersonville
145 Fifth Avenue East
Hendersonville, NC 28792

RE: ***Main, Church, and King Streets Convergence Master-planning Services***

Dear Mr. Connet:

Kimley-Horn ("the Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Hendersonville ("the Client") for providing master-planning services related to the development NCDOT TIP project U-6049, its design implications on mobility with the Ecusta Trail and the opportunities for creating an enhanced gateway into downtown Hendersonville. Our project understanding, scope of services, schedule, and fee are below.

Scope of Services

UNDERSTANDING

With the implementation of NCDOT project U-6049, the convergence of King Street, Main Street, and Church Street will be accommodated through a new roundabout intersection. In addition, the existing railroad right-of-way has been recently designated to be converted to a rail to trails project with Henderson County. Lastly, the U-6049 project will create new opportunities for land usage with the roundabout implementation. As such, the City of Hendersonville has asked Kimley-Horn to look at the area and develop concept sketches for utilization of the area under the new configuration. The exercise is intended to explore elements for gateway features, park space, and access to the Ecusta Trail. The overall intent is to move from concept phase to detailed design prior to NCDOT moving to R/W acquisition(s) in December 2020.

TASK 1 – DESIGN CONCEPTS AND VISUALIZATION

Building on the foundation of feedback from the City and stakeholders during the coordination of the U-6049 project and during previous conversations with the City, Kimley-Horn will develop up to three (3) initial design concepts that deliver on the aspirational goals of the project. Those goals include but are not limited to:

- Creating a new gateway to downtown from the south with the incorporation of the roundabout intersection treatment
- Accommodation of the future Ecusta trail
- Incorporation of a trailhead within the available area
- Park space accommodation

The initial designs will be developed using illustration and visualization techniques including hand and computer rendering techniques.

Upon completion of the initial design concepts, we will coordinate a virtual meeting with City staff to review and discuss the options. If desired, the meeting can be held in person with City Staff. Following the discussion, we will address the necessary changes and modifications to refine the concepts for presentation to City Council.

TASK 2 – COUNCIL & COMMUNITY COORIDATION

If desired by City Staff, Kimley-Horn will present the final design concepts to the City of Hendersonville Council. The presentation will give and overview of the design inspiration, key elements of each concept and the process to date. Upon communication to council, we will help the City of Hendersonville in presentation of the design concepts to the community if desired.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates as we agree prior to their performance. Additional services may include services such as:

- Additional Meetings with Client or Agencies
- Final design
- Public meetings
- Construction Plans

Schedule

We will provide our services as expeditiously as practicable. The intent will be to move from concept to construction plans prior to NCDOT moving to the right-of-way acquisition phase in December of 2020.

Fee and Billing

Kimley-Horn will perform the services in Tasks 1 and 2 for a not-to-exceed fee of $15,000 billing monthly based on time and materials. All permitting, application, and similar project fees will be paid directly by the Client.

Fees will be invoiced monthly based upon time and materials. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Hendersonville, North Carolina.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

Remainder of the page is intentionally left blank

We appreciate the opportunity to provide these services to you. Please contact us if you have any questions.

Very truly yours,

KIMLEY-HORN

By: Jonathan Guy, PE, PTOE
Vice President

Agreed to this ____ day of _____, _____.

CITY OF HENDERSONVILLE

A Municipality

By: _____

_____

(Print or Type Name)

_____

(Email Address)

_____, Witness

(Print or Type Name)

This instrument has be pre-audited in a manner required by applicable law

_____, Finance Officer

Attachments – Request for Information

Standard Provisions

Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client						
Mailing Address for Invoices						
Contact for Billing Inquiries						
Contact's Phone and e-mail						
Client is (check one)	Owner		Agent for Owner		Unrelated to Owner	

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
(c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
(d) Arrange for access to the site and other property as required for the Consultant to provide its services.
(e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
(g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:
(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
(c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
(e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts

from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision

until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**
(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be

void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: John Connet

Department: Legal

Date Submitted: 9/21/2020

Presenter: Angela Beeker

Title of Item: Approval of Sewer Extension and Reimbursement Agreement for Half Way Tree MHP

Nature of Item: Council Action

Council Meeting Date: 10/1/2020

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

The City is working with the new owner of Half Way Tree Mobile Home Park to install sanitary sewer in the mobile home park. The new owner will install the sewer lines and then turn them over to the City. City Attorney Angie Beeker has drafted a Sewer Extension and Reimbursement Agreement for City Council Approval.

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

New owner will reimburse the City of Hendersonville for all costs associate with sewer installation.

Suggested Motion:

I move that the City Council approve the resolution authorizing the City Manager to execute the Sewer Extension and Reimbursement Agreement with Half Way Tree LLC. as presented.

Attachments:

Draft Agreement
Approval Resolution

AGENDA

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE UTILITY AND EXTENSION REIMBURSEMENT AGREEMENT WITH HALF WAY TREE, LLC

WHEREAS, Half Way Tree, LLC, a North Carolina limited liability company, hereinafter "Half Way Tree," is the owner of owner of that tract of real property located in the unincorporated area of Henderson County consisting of +/- 18.02 acres, and being more particularly described in that deed into MVF Half Way Tree, LLC, recorded in Deed Book 3489 at Page 553 of the Henderson County Registry, having a REID of 114871, hereinafter the "Property;" and

WHEREAS, Half Way Tree operates Half Way Tree Manufactured Home Park on the Property, having +/- 118 manufactured homes therein, all served by septic tanks, the Manufactured Home Park being hereinafter referred to as the "Park;" and

WHEREAS, due to environmental concerns and failing septic tanks within the Park, Half Way Tree applied for a sewer extension permit from the City in order to provide City sewer collection and treatment to the Property and the Park; and

WHEREAS, a City sanitary sewer main exists and runs along Erkwood Drive in the vicinity of the Property. Half Way Tree applied for a permit to construct a gravity sewer extension that would provide sewer service to the Property and connect into the Erkwood Drive sewer main; and

WHEREAS, In order to construct the Extension, the acquisition of sewer easements to be titled in the name of the City was required, Half Way Tree requested the assistance of the City in order to acquire the following easements and the City has agreed provided that Half Way Tree reimburse the City all of its acquisition costs; and

WHEREAS, a proposed agreement has been presented to the City Council to outline the terms and conditions under which the sewer extension would be permitted, and the City's assistance with easement acquisition would be provided;

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

1. The Utility Extension and Reimbursement Agreement, a draft of which is attached to this Resolution, is approved.

2. The City Manager is authorized to sign the attached draft Agreement with such changes as are reasonable after consulting with the City Attorney, provided such changes do not impose financial obligations on the City that would not be fully reimbursed by Half Way Tree.

3. The City Manager, City Attorney, City Clerk, and City staff are authorized to take such actions are as necessary to carry out the City's obligations under the terms of the Agreement as signed by the City Manager.

AGENDA

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

AGENDA

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

UTILITY EXTENSION AND REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between the City of Hendersonville, a North Carolina municipal corporation, hereinafter the "City," and MVF Half Way Tree, LLC, a North Carolina limited liability company, hereinafter "Developer,"

RECITALS:

1. Developer is the owner of that tract of real property located in the unincorporated area of Henderson County consisting of +/- 18.02 acres, and being more particularly described in that deed into MVF Half Way Tree, LLC, recorded in Deed Book 3489 at Page 553 of the Henderson County Registry, having a REID of 114871, hereinafter the "Property;" and

2. Developer operates Half Way Tree Manufactured Home Park on the Property, having +/- 118 manufactured homes therein, all served by septic tanks, the Manufactured Home Park being hereinafter referred to as the "Park;" and

3. Due to environmental concerns and failing septic tanks within the Park, the Developer applied for a sewer extension permit from the City in order to provide City sewer collection and treatment to the Property and the Park; and

4. A City sanitary sewer main exists and runs along Erkwood Drive in the vicinity of the Property. Developer applied for a permit to construct a gravity sewer extension that would provide sewer service to the Property and connect into the Erkwood Drive sewer main.

5. Developer employed a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed sanitary sewer infrastructure in conformance with NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and or sewer Master Plan(s). The sewer extension plans were prepared by the firm of Spatial Planning Innovations, PLLC, a South Carolina Professional Limited Liability Corporation, located at 38 Ashburn Place, Greenville, SC 29615, and are entitled "HALF WAY TREE MHP SEWER EXTENSION," being sealed by Timothy M. Thomason on June 3, 2020, said plans being incorporated herein by reference and referred to hereinbelow as the "Construction Plans." The sewer extension as depicted on the Construction Plans will hereinafter be referred to as the "Extension" or the "Project." The Construction Plans have been approved by the City and the State of North Carolina Department of Environmental Quality (NCDEQ).

6. In order to construct the Extension, the acquisition of sewer easements to be titled in the name of the City was required. Developer requested the assistance of the City in order to acquire the following easements:

   a. Eisenhauer Easement. A twenty foot (20') wide temporary construction easement and a twenty-five foot (25') wide permanent sewer easement along the eastern border of that real property owned by Dr. Thomas L. Eisenhauer consisting of +/- 9.67 acres, the Eisenhauer Property being more particularly described in that deed recorded in Deed Book 1240 at Page 416 of the Henderson County Registry, having a REID of 9969933, hereinafter and before the "Eisenhauer Property." The twenty foot (20') wide temporary construction easement and a twenty-five foot (25') wide permanent sewer easement are shown on that survey, attached hereto as Exhibit 1, said Exhibit 1 being recorded on Plat Slide 12459 of the Henderson County Registry, and incorporated herein by reference; and

   b. Unknown Owner Easement. A twenty foot (20') wide temporary construction easement and a twenty-five foot (25') wide permanent sewer easement running through a strip of land, whose owner is unknown, running from Erkwood Drive to the Northernmost boundary of the Eisenhauer Property, and lying between the Eisenhauer Property and three lots within Hood Heights, said three lots consisting of (1) the Gloria M. Ashley and Andrea Lynn Ashley Whitaker Property, REID 9906487, as described in Deed Book 3313 at Page 109 of the Henderson County Registry; (2) the Rosalind H. Ryan Property, REID 101244, as described in Deed Book 1571 at Page 454 of the Henderson County Registry; and (3) the Clifford A and Viola M. Conard Property, REID 1015471 as described in Deed Book 1443 at Page 612 of the Henderson County Registry. The twenty foot (20') wide temporary construction easement and a twenty-five foot (25') wide permanent sewer easement are shown on that survey, attached hereto as Exhibit 1, said Exhibit 1 being recorded on

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Plat Slide 12459 of the Henderson County Registry, and incorporated herein by reference.

7. The City agreed to acquire the Eisenhauer Easement and the Unknown Owner Easement, collectively the "Easements," by condemnation pursuant to Chapter 40A of the North Carolina General Statutes upon the express condition that the Developer reimburse the City for all costs, expenses incurred, fees paid, monies paid, monies deposited, and all liabilities incurred by the City in conjunction with the acquisitions of the Easements, and upon the express condition that the Developer's obligations in exchange for the acquisition of the Easements would be set out in this written Agreement. The Eisenhauer Easement was acquired through that condemnation action captioned City of Hendersonville v. Thomas L. Eisenhauer, Henderson County Superior Court File 20 CVS 1163, hereinafter "Eisenhauer Action." The Unknown Owner Easement was acquired through that condemnation action captioned City of Hendersonville v. John Doe, Jane Doe, and Other Unknown Persons, Henderson County Superior Court File 20 CVS 846, hereinafter "Unknown Owner Action." The Eisenhauer Action and the Unknown Owner Action are sometimes collectively hereinafter referred to as the "Actions."

8. The Developer acquired the other easements that were necessary for the construction of the Extension, and caused title to the easements to be held in the name of the City, in particular a twenty foot (20') wide temporary construction easement and a twenty-five foot (25') wide permanent sewer easement running along the Joseph J. Vetro property, REID 1009285, as described in Book 874 at Page 348 of the Henderson County Registry, hereinafter the "Vetro Easement." The Vetro Easement has been recorded in the Henderson County Registry in Book 3530 at Page 108.

9. The City granted permission to the Developer to construct the Extension within the Eisenhauer Easement, the Unknown Owner Easement, and the Vetro Easement.

10. The Developer wishes to convey title to the City for the Extension, and for the Extension to be connected to the City's sewerage system, in particular the sewer main running along Erkwood Drive.

11. The City will accept title to the Extension and allow it to be connected to the City sewerage system, in accordance with the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT, that for and in consideration of the mutual promises and benefits to both Parties, and other good and valuable consideration, the sufficiency of which is acknowledged by all Parties hereto, the Parties agree as follows:

1. The City shall continue with and prosecute both the Eisenhauer Action and the Unknown Owner Action to a final resolution either by order of a court without further possibility of appeal, or by a final and binding settlement. The City's obligation hereunder is expressly contingent upon the Developer's timely performance of Developer's obligations under the terms of this Agreement. To this end, the City may suspend or abandon the City's performance obligations under this Agreement, in whole or in part, without terminating this Agreement if Developer defaults under the terms of this Agreement. The City's remedy under this Paragraph shall be in addition to any other remedy provided by this Agreement, and to any other remedy provided at law or in equity.

    a. Developer is expressly prohibited from directly or indirectly exercising any supervision or control over any employee, agent or consultant of City engaged in the acquisition of the Easements or the Actions. Violation of this provision is cause for City to cease or suspend the Actions or other proceedings to acquire the Easements. This prohibition shall not be construed to preclude Developer, its agents or representatives, from consulting with City regarding the acquisition of the Property, nor from providing information to City or any employee, agent or consultant of City in connection therewith, or from seeking information from City, or any employee, agent or consultant of City with respect thereto.

    b. Decisions relating to the conduct of the litigation proceedings (the Actions and any other litigation proceedings related to the acquisition of the Easements by the City) shall be made exclusively by the City. However, decisions relating to additional compensation (excluding court judgments) or appeals from judgments or orders shall be mutual decisions by the City and Developer.

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2. Developer shall acquire all easements required for the construction, and perpetual maintenance and operation of the Extension at Developer's sole cost and expense, except the Eisenhauer Easement and the Unknown Owner Easement, such easements to be titled in and for the benefit of the City, without encumbrance, in form approved by the City's legal counsel. Regardless of such approval, the Developer shall indemnify and hold the City harmless from all actions, causes and claims on the part of any persons, firms, and corporations whatsoever related to the easements acquired by the Developer, and the Developer shall further be responsible for all claims, expenses, demands, and/or actions brought by any claimant against the Developer, contractor(s), or agents of either, resulting from the Developer's acquisition of the easements.

3. The Developer shall continue with and complete the construction of the Extension at the Developer's sole cost and expense. Such construction shall occur within the bounds of the easements acquired by Developer, and the bounds of the Eisenhauer Easement and the Unknown Owner easements. Developer shall furnish all materials and all equipment and perform all the work necessary to complete the construction of the Extension in accordance with the Construction Plans approved by the City's authorized representative and permitting agency. Developer shall be solely responsible for the payment or final disposition at the Developer's cost and expense of all claims, expenses, demands, and/or actions brought against the Developer, contractor(s), or agents of either, related to the construction of the Extension by or on behalf of the Developer.

4. The City has been performing, and will continue to perform, construction inspection during installation of the Extension. Upon Project completion in accordance with the Construction Plans, the City will submit written certification that the project was completed in accordance with the Construction Plans as required by NCAC Title 15A Subchapter 18C (water) and or NCAC Title 15A Subchapter 02T(sanitary sewer).

5. The installation and construction of the Extension shall be performed by a Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of Extension issued by the North Carolina Licensing Board for General Contractors.

6. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City. The City may investigate the validity of the Contractor's license.

7. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer to ensure conformance with the Construction Plans. This report shall not way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection, and direct and coordinate construction.

8. During construction, no deviations from the Construction Plans shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.

9. The City Engineer, or authorized representative, shall be authorized to resolve disagreements between Developer, Developer's Contractor(s), and the City's construction inspector(s) regarding conformance with approved plans and/or specifications.

10. Upon completion of construction, the Engineer shall arrange for a final inspection to be performed jointly by the Engineer, the contractor, and the City's construction inspector to determine if the project is acceptable to the City. At this time, a draft as-built shall be submitted to the City. If the project is not immediately acceptable, any deficiencies shall be noted in a written report (punch list) prepared by the City. This report shall be transmitted to the responsible parties. It shall be the responsibility of the Developer to correct any such deficiencies and arrange for a re-inspection of the system.

11. As part of the final inspection process for the Extension and collection system, Developer shall satisfactorily complete the following as described in the most recent water and sewer standard construction specifications and details: air test, manhole vacuum tests, and mandrel deflection test. Video of the new sanitary sewer collection system by means of closed-circuit television (CCTV) will be performed by City. All testing shall be certified and all certifications, along with the related data and any video of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.

12. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Engineer shall submit as-builts in formats acceptable by the City. The Engineer shall also submit any recorded easements required

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for the infrastructure and any recorded deeds necessary to convey ownership to the City.

13. Prior to the activation of services on the newly constructed sanitary sewer infrastructure, Developer shall perform the following obligations:

    a. Convey, by deed of dedication, ownership of the Extension, including all lines and appurtenances, to the City. If water extension was permitted for the same or similar project, the City shall receive final acceptance from the permitting agency. In certain circumstances as approved by the City, activation of services on the newly constructed water and or sanitary sewer infrastructure may be permitted after partial certification(s) completion.

    b. Convey the permanent sewer easements to the City in form acceptable to the City for the ownership, maintenance, and operation of the sewerage collection system that is being constructed on the Property by the Developer to serve the Park as part of the Extension, said permanent sewer easements being shown on the Construction Plans.

    c. Developer shall reimburse the City's Fees and Costs, as hereinafter defined, through the date of activation of services related to its acquisition of the Eisenhauer Easement and the Unknown Owner Easement by the Actions and any other litigation related to the Actions or the acquisition of the Easements. The City shall provide an invoice to the Developer itemizing all Fees and Costs incurred through the proposed date of activation of services to the Extension. Developer shall be required to pay the balance represented on the City's invoice in full prior to the activation of services, but in any event no later than thirty (30) days from receipt of the City's invoice.

    d. The requirement for the Developer to reimburse the City's Fees and Costs shall not be contingent on the hiring of any specific employee or consultant. The City will seek input from the Developer prior to making decisions as to the hiring of consultants; however, City reserves absolute discretion as to the selection, hiring, assignment, supervision and evaluation of any and all attorneys, employees, contractors, or consultants that may be necessary to assist City in acquiring the Easements. City shall have the sole discretion to establish reasonable compensation paid to the attorneys, employees, consultants or the consultants' firms that are hired by City in connection with the acquisition of the Property.

    Developer's obligations under this Paragraph shall be separate from and in addition to any other obligations of the Developer under this Agreement. Developers obligations under this Paragraph shall survive any termination of this Agreement.

14. The City's fees and costs shall include all fees, costs, expenses and liabilities incurred by City in prosecuting the Actions and prosecuting and defending any motions, counterclaims, or other legal actions and processes associated therewith, and acquiring title to the Easements through settlement, alternate dispute resolutions processes, trial and any appeal, including, but not limited to, staff fees, legal fees, consultant and expert witness fees, costs and expenses surveys, appraisals, sewer line testing, sewer line video, maps, preparation of record drawings, engineering certifications, the value of the Easements or compensation payable as determined by settlement or judgment, the opposing party's costs and legal fees in the event City is ordered by a court of competent jurisdiction to pay such costs and legal fees, and all other costs, expenses, fees, or liabilities incurred by the City in connection with the acquisition of the Easements (all of the above being referred to as the "Fees and Costs").

15. As further consideration for the City's acquisition of the Eisenhauer Easement, the Unknown Owner Easement, and activation of sewer services for the Park, Developer's obligation to reimburse the City's Fees and Costs shall continue until both of the following have occurred: (a) the condemnation actions for the Easements have been finally resolved by a court of competent jurisdiction without the possibility of further appeal, or through binding settlements, and (b) the City's Fees and Costs have been reimbursed in full by the Developer. The City will periodically invoice the Developer for the City's Fees and Costs incurred, and the Developer shall pay such invoice in full to the City within thirty (30) days of receipt. Developer agrees that failure to pay the City's invoices may, the City's sole and absolute discretion, result in suspension of the sewer services to the Park. Developer's obligations shall survive any termination of this Agreement.

16. Developer shall guarantee the accepted and dedicated Extension to be free of defects in materials and

workmanship and to be properly functioning in all respects for a period of one calendar year from the date of acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City's engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. Developer's obligations under this Paragraph shall be separate from and in addition to any other obligations of the Developer under this Agreement. Developers obligations under this Paragraph shall survive any termination of this Agreement.

17. Before the issuance of final acceptance, the Developer or Engineer shall schedule project closeout meeting with the City. The Developer or Engineer shall submit to the City, not later than the start of the project closeout meeting, all required closeout documents, including but not limited to recorded easement plats, warranty deeds, affidavits of lien waiver, as-built drawings with georeferenced infrastructure data, final walk-through inspection punch list and evidence of completion of said punch list, utility extension agreements, fixed asset evaluation form and infrastructure testing results. The City shall be under no obligation to [and in the absence of extraordinary circumstances will not] activate any services before receipt of all required documentation. Partial receipt shall be treated as an incomplete project closeout and no services shall be activated. A project closeout form shall be completed and executed by the Developer or by an authorized representative of the Developer and the City for each project. If the project described in this utility extension agreement is divided into phases, a project closeout form shall be executed for each phase prior to issuance of final acceptance. For purposes of this paragraph, and notwithstanding any other provision of this agreement, every required document shall be considered material, and "substantial compliance" shall not apply.

18. Once all items are complete, City staff shall submit project to City Council for formal acceptance during a regularly scheduled meeting. The City shall issue a formal "Letter of Acceptance" upon acceptance by City Council to the developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service there from in accordance with the rules, regulations, rates, and policies established for its customers.

19. The Developer shall be responsible for the lien-free completion of its work and shall cause any lien resulting from its work to be discharged of record (whether by means of a recorded dissolution or recorded statutory bond) within thirty (30) days after receiving notice thereof. If the Developer fails to cause such lien to be so discharged of record, then the City shall have the right, but not the obligation, to cause such lien to be discharged of record by means of procuring and recording a statutory lien bond pertaining to such lien, and the Developer shall reimburse the City for all out-of-pocket costs reasonably incurred in connection therewith within fifteen (15) days after delivery of demand for such payment accompanied by commercially-customary third-party invoices for such costs. Developer's obligations under this Paragraph shall be separate from and in addition to any other obligations of the Developer under this Agreement. Developers obligations under this Paragraph shall survive any termination of this Agreement.

20. Default. In addition to any remedies expressly provided for herein, in the event that either Party fails to perform its obligations hereunder and fails to cure such default within thirty (30) days after written notice thereof from the other Party (provided, that if such default cannot be cured with such thirty (30) day period, then the defaulting Party shall commence the cure within such period and diligently pursue the same), the non-defaulting Party shall be entitled to all rights and remedies at law and in equity. It is agreed that any damages resulting from a suit to enforce this Agreement shall be limited to actual damages. No remedy available to any Party shall exclude any other remedy available to such Party under this Agreement or provided by law or equity. All remedies shall be cumulative

    a. Default Interest. Any time a Party shall not pay any sum payable hereunder to another Party (and, if a notice and cure period is expressly provided for payment of such amount, such sum remains unpaid at the end of such notice and cure period), then such sum shall accrue interest at eight percent (8%) per annum until the date such payment is received by the Party entitled thereto.

    b. Attorneys' Fees and Court Costs. In the event of any action or proceeding brought by either Party against the other under this Agreement, the prevailing Party (as determined in such action or proceeding) shall be entitled to recover all costs and expenses, including court costs and reasonable attorneys' fees, incurred by such prevailing Party in connection with such dispute and in pursuing such action or proceeding.

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21. To the extend allowable by law, Developer shall defend, protect, indemnify and hold harmless the City and the City's shareholders, members, officers, directors and employees (collectively, the "Indemnified Persons") from and against all claims and demands, and all costs, losses, expenses and liabilities of any kind relating thereto, including attorneys' fees and cost of suit (collectively, "Claims"), arising out of or related in any manner to the Developer's performance of its obligations under this Agreement, including but not limited to the Developer's performance by or through an employee, member, director, agent or any third party; provided, however, the foregoing shall not be applicable to either events or circumstances to the extent caused by the negligence or intentional misconduct of the City, or anyone claiming by, through, or under the City. Developer's obligations under this Paragraph shall be separate from and in addition to any other obligations of the Developer under this Agreement. Developers obligations under this Paragraph shall survive any termination of this Agreement.

22. To the extent permitted by law, Developer herewith releases the City and it agents, officers, attorneys, elected officials, consultants (whether professional, legal technical, or other), independent contracts and employees ("City's Agents"), with the exception of negligence, from any and all damage, liability or loss, or any claim of damage, liability or loss, including without limitation attorney's fees or costs, related to the City's acquisition of the Eisenhauer Easement and the Unknown Owner Easement.

23. All notices, demands and requests (each, a "Notice" or a "notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (i) sent by nationally-recognized overnight courier with delivery instructions for "next business day" service, or by United States certified mail, return receipt requested, postage prepaid and addressed to the then-designated address of the Party intended or (ii) sent by electronic mail to the electronic mail address provided below. The initial addresses of the Parties are:

Developer:	
City:	Brent G. Detwiler, PE City Engineer City of Hendersonville 305 Williams Street Hendersonville, NC 28792 (828) 697-3060 office (828) 674-6406 mobile bdetwiler@hvlnc.gov With copy to: Angela Beeker, City Attorney 160 6th Avenue East Hendersonville, NC 28792-4328 Direct dial : (828) 233-3210 abeeker@hvlnc.gov Email: abeeker@hvlnc.gov

Upon at least ten (10) days' prior written notice, each Party shall have the right to change its address to any other address within the United States of America, which change of address shall be effective upon delivery of notice of such change to the other Party in accordance with this Paragraph.

24. Developer shall have the right to assign this Agreement to any successor owner of the Property and its lender(s), provided any such assignment shall not relieve Developer of its obligations under this Agreement. Otherwise, neither Party shall have the right to assign its rights or responsibilities hereunder without the prior written consent of the other Party.

DRAFT

25. The Recitals at the beginning of this Agreement are incorporated herein and made a part of the terms of this Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the Parties with respect to the subject matter hereof.

26. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Party by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Party, and the same shall remain in full force and effect.

27. This Agreement may be amended by, and only by, a written agreement signed by both Parties.

28. This Agreement may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one (1) complete document. Scanned, faxed, or other electronic copies of this executed Agreement (including executed signature pages) shall be effective as originals.

29. This agreement is executed in the State of North Carolina and shall be construed in accordance with the laws of the State of North Carolina. Both Parties submit their persons to the jurisdiction of the Courts for North Carolina. Exclusive venue for any action brought in connection with this agreement, its interpretation and breach shall be in the courts for Henderson County, North Carolina.

30. There shall be no intended nor incidental third-party beneficiaries to this Agreement.

31. Not a Partnership. Nothing in this Agreement creates any relationship of trust or fiduciary relationship between the Developer and the City. This Agreement does not create any obligation or relationship such as a partnership, joint venture or other similar legal relationship. Any correspondence or other reference to "partners" or other similar terms will not be deemed to alter, amend or change the independent contractor relationship between the Parties.

32. Miscellaneous Provisions.

    a. The Parties hereto shall comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify for all contractors and subcontractors.

    b. The Parties hereto certify that they are not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List in performance of the work hereunder.

    c. The Parties hereto certify that they are not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

PLEASE BE ADVISED: The City shall not allow the activation of any water or sewer services until the City receives partial certification or final approval from the permitting agency and shall not allow the issuance of any certificates of occupancy until the City deems the project complete.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, the day and year first written above.

The remainder of this page was left blank intentionally.

DRAFT

ACCEPTED BY:
MVF HALF WAY TREE, LLC,
DEVELOPER

By: _____(SEAL)
Name:
Title:

ACCEPTED BY:
CITY OF HENDERSONVILLE

By:_____(SEAL)
John Connet
City Manager

STATE OF NORTH CAROLINA
COUNTY OF

I, _____, a Notary Public of County and State aforesaid, certify that _____, _____ [title] of MVF HALF WAY TREE, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, 20_____.

My commission expires:_____ (Official Seal)

_____Notary Public

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, a Notary Public of the County and State aforesaid, certify that John F. Connet, in his capacity as City Manager of the City of Hendersonville, appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this ____ day of _____, 20_____.

My commission expires: _____ (Official Seal)

_____ Notary Public

DRAFT

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: Lew Holloway

Department: Community Development

Date Submitted: 09-18-2020

Presenter: Lew Holloway, Community Devt Director

Title of Item: Black Bear Half Marathon Special Event Approval

Nature of Item: Council Action

Council Meeting Date: 10-01-2020

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

The Black Bear Half Marathon is a running event that will be held on Saturday, October 10, 2020. The event will take place at Jackson Park and offers a course through the Seventh Avenue District and along the Oklawaha Greenway. The event will be socially distanced from start to finish, following all CDC and NC protocols for gatherings, with designated wave starts from 7 a.m. until 10 a.m. and mask requirements before/after the race. The goal is to provide a safe, fun running experience at a contactless event. The Black Bear Half Marathon will kick-start the fall season in Hendersonville and WNC and will welcome locals and regional tourists to the community in a safe environment. The greenway and roads will be open to the public and regular traffic during the event.

The Special Events Committee voted to unanimously approve this event with a total participation cap of 400 people.

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 approve the special event permit request for the Black Bear Half Marathon as presented.

Attachments:

none

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: 9/18/2020

Presenter: Tom Wooten

Title of Item: Heritage Tree Application - 309 Chadwick Avenue

Nature of Item: Council Action

Council Meeting Date: October 1, 2020

Summary of Information/Request:

Item # 5G

Mrs. Lynne Williams submitted a Heritage Tree Application for several trees located at 309 Chadwick Avenue. The Tree Board has reviewed the trees but only evaluated one large White Oak. This White Oak Tree meets the minimum requirements for consideration as a Heritage Tree so the Tree Board recommends to City Council that this tree be designated as a Heritage Tree.

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

The Tree Board will purchase the Heritage Tree plaque and Public Works will install it by the Heritage Tree.

Suggested Motion:

I move that the City Council approve the Heritage Tree Application by Mrs. Williams adopting the large White Oak Tree located at 309 Chadwick Avenue as a Heritage Tree as recommended by the Tree Board.

Attachments:

Heritage Tree Application by Mrs. Williams

AGENDA

check re: Hwy. Tree quality

HERITAGE TREE APPLICATION*

Date 11/11/13 ✓ (prop. owner?)

Applicant's Name Lynne Williams & Sandy Williams

Address 309 Chadwick Ave
Hendersonville, NC 28792

Daytime phone number (813)808-1599

Kind of tree Oak trees & maple

Specific location of tree 3 oaks along roadside, 2 oaks on back of property & one maple on trailer park side.

Reason (s) for tree designation **

✓ Mature Growth

✓ Champion Big Tree

✓ Historic Value

✓ Rare Variety / Rare Species Habitat

Explain Reason (s) These magnificent trees need protection. Wildlife & bird sanctuary. Protect natural heritage & valuable natural resources

*Mail or bring this form to:

Director of Public Works
305 Williams Street
Hendersonville, NC 28793
Phone: (828) 697-3084

** Section 46-125 of Hendersonville Tree Ordinance

AGENDA

The applicant understands and is in agreement with the below conditions for designation of a Heritage Tree.

(1) Information on the Heritage Tree will be filed in the City Clerk's office with the location of the tree noted on a city map.
(2) The Heritage Tree will be listed and filed in the office of the Director of Public Works.
(3) The Heritage Tree shall not be trimmed, cut of removed without 30 days written notice to the Director of Public Works.
(4) The Heritage Tree can be removed from its Heritage Tree designation by written request from the property owner to the administrator of the Hendersonville Tree Ordinance.

The City thanks you for your application. If your tree is accepted as a Heritage Tree, it remains your responsibility to care for it. The City does not assume any obligation or responsibility for general maintenance or for maintenance for pruning, fertilizing, treating for disease or insect damage, or any other type of activity to preserve its health, has no duty to replace it and does not guarantee continued flourishing.

Applicant's signature Lynne Williams

Tree Board Approved ✓ Yes _____ No

Date SEPTEMBER 3 2020

Mac Brackett CHAIRMAN HENDERSONVILLE TREE BOARD

City Council Approved _____ Yes _____ No

Date _____

AGENDA

CITY OF HENDERSONVILLE TREE BOARD
HERITAGE TREE NOMINEE SCORING SHEET

(Determinations herein are based on the Guide for Plant Appraisal, 9th Edition, published by the Council of Tree and Landscape Appraisers)

TREE SPECIES 48" White Oak

OWNER/ADDRESS Lynne Williams / 309 Chadwick Ave.

CATEGORY RATING (4= excellent, 3=good, 2=fair, 1=poor)

SPECIES RATING 4

SIZE RATING 4

CONDITION RATING 3 (minor deadwood)

LOCATION RATING 4

TOTAL POINTS 15

NET RATING (TOTAL POINTS /4) 3.75

HERITAGE TREE STATUS (NET RATING MUST BE >3.0) YES NO

NAME AND SIGNATURE OF APPRAISER Mark A. Marsh

DATE OF APPRAISAL 8/27/2020

Tom :- The adjacent vacant lot is city-owned. There is a spectacular 48" white Oak on it that could be considered a Heritage Tree.

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: Brian Pahle

Department: Admin

Date Submitted: 09/18/2020

Presenter: Brian Pahle

Title of Item: CARES Funding Inter-local Agreement and Resolution

Nature of Item: Council Action

Council Meeting Date: 10/01/2020

Summary of Information/Request:

Item # 5H

Execution of inter-local agreement by resolution with Henderson County for disbursement and use of CARES funding.

Budget Impact: $ 597,013 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

This is an increase in revenues which will be used to fund Fire Department salary expenses associated with COVID-19 pandemic response.

Suggested Motion:

I move City Council adopt the resolution approving an inter-local agreement with Henderson County for CARES ACT funding and authorize the City Manager to execute the agreement.

Attachments:

Resolution and Inter-local Agreement

AGENDA

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE AN INTERLOCAL AGREEMENT WITH HENDERSON COUNTY FOR CARES ACT FUNDING

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds, including approximately $481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina's CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient county to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, the Henderson County's ("County") CRF allocation is $4,439,236, and of that amount, the municipal governments within the County will share $1,109,809; and

WHEREAS, the City of Hendersonville's ("City") CRF allocation (to be used as reimbursement for qualifying expenditures) is $597,013; and

WHEREAS, the City submitted a plan to the County for use of the City's CRF allocation; and

WHEREAS, the attached interlocal agreement sets for the City's and County's respective obligations with respect to the CRF funding;

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

1. The proposed Interlocal Agreement Between the County of Henderson And the City of Hendersonville For Management of Funds from the Coronavirus Relief Fund (CRF) Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act ("Interlocal Agreement"), as presented to City Council is hereby approved.

2. The City Manager is authorized to sign the Interlocal Agreement and to approve modifications to the Interlocal Agreement after consultation with the City Attorney, provided such modifications do not impose financial obligations of the City above those provided in the Agreement as presented. The City Manager and City staff are hereby authorized to take such actions as are necessary to carry out the City's obligations under the Interlocal Agreement as signed by the City Manager.

AGENDA

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

AGENDA

Interlocal Agreement Between the County of Henderson
And the City of Hendersonville
For Management of Funds from the Coronavirus Relief Fund (CRF)
Established by the Coronavirus Aid, Relief, and Economic Security (CARES) Act

THIS INTERLOCAL AGREEMENT, made and entered into pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes this ___ day of ____ 2020, by and between the County of Henderson, a body politic and corporate organized and existing under the laws of the state of North Carolina (hereinafter referred to as "County") and Hendersonville, a North Carolina Municipal Corporation organized and existing under the laws of the state of North Carolina (hereinafter referred to as "Municipality");

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136) established the Coronavirus Relief Fund (CRF); and

WHEREAS, the State of North Carolina received approximately $4.067 billion in CRF funds, including approximately $481,000,000, which the U.S. Treasury sent directly to four local governments in the State; and

WHEREAS, S.L. 2020-80 allocates $300 million of the State of North Carolina's CRF allocation to counties ineligible to receive direct funding from the federal CRF; and

WHEREAS, S.L. 2020-80 directs the recipient County to allocate at least 25 percent of the funds for use by municipalities within the County for necessary expenditures incurred due to the public health emergency as required by section 601(d) of the Social Security Act, as amended by the CARES Act; and

WHEREAS, S.L. 2020-80 requires the recipient County to determine the total amount allocated to each municipality within the County, and requires each municipality that receives funds to develop a plan to spend the funds by September 1, 2020, or the County can use those funds or redistribute to other municipalities; and

WHEREAS, S.L. 2020-80 makes the CRF allocations subject to recoupment by the U.S. Treasury if they are not used in an eligible manner according to the most recently published U.S. Treasury Department guidance for CRF; and

WHEREAS, S.L. 2020-80 states counties and municipalities are liable to the State for any misuse or mishandling of the funds, and subject to clawback and other appropriate measures, including the reduction or elimination of other State Funds; and

WHEREAS, S.L. 2020-80 states any local government officer, official, or employee will be subject to a civil action by the State and held personally liable for reimbursement for violating the requirements of the CRF allocation; and

WHEREAS, S.L. 2020-80 and the North Carolina Pandemic Recovery Office have structured the administration of the CRF allocation to require the County to administer the allocation to municipalities and submit expenditure plans to the State; and

WHEREAS, the North Carolina Pandemic Recovery Office has advised that municipalities shall be directly liable to the State for violating the requirements of the CRF allocation; and

WHEREAS, the County's CRF allocation is $4,439,236, and of that amount, the municipal governments within the County share $1,109,809; and

WHEREAS, the Municipality's CRF allocation (to be used as reimbursement for qualifying expenditures) is $597,013.

NOW, THEREFORE, it is agreed as follows:

1. The County shall allocate to the Municipality $597,013 as the Municipality's share for reimbursement for expenditures as specified in the Municipality's plan, due Sept. 1, 2020. As stated in S.L. 2020-80, U.S. Treasury Guidance, and N.C. Pandemic Recovery Office guidance, the county is administering the local government CRF allocation. Counties and municipalities are liable to the State for any misuse or mishandling of the funds allocated to each entity, and subject to clawback and other appropriate measures, including the reduction or elimination of State Funds.

2. Municipality agrees to expend funds allocated pursuant to this Agreement in compliance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act (P.L. 116-136), S.L. 2020-80, U.S. Treasury Department Guidance, and NC Pandemic Recovery Office guidance. Any funds allocated by the County to the Municipality that are found to be expended in violation of all applicable laws and guidance shall be repaid by the Municipality to the State of North Carolina. The County assumes no liability for any violations of CRF expenditure requirements by the Municipality, its officers, agents, or employees, for funds allocated by the County to the Municipality. The Municipality shall maintain documentation of their expenditures to ensure compliance with reporting and auditing requirements.

3. In accordance with guidance from the U.S. Treasury Department, CRF payments are federal financial assistance subject to Single Audit requirements found in Uniform Guidance 2 CFR §200 Subpart F. CRF is a federal program with a CFDA No. 21.019. The U.S. Treasury Department is the federal granting agency and, except for the four local governments that received CRF directly, the Office of State Management and Budget (OSBM) is the State pass-through entity. The Uniform Guidance CFR §200 Subparts B, C, D, and E do not apply, except for §200.303 and §§ 200.330 through 200.332.

4. In order to comply with State reporting requirements required pursuant to S.L. 2020-80, the Municipality shall submit its CRF Plan to the County by September 1, 2020. Municipality acknowledges that failure to submit its CRF Plan to the County by this date shall result in the loss of funding provided for in this Agreement. If the County has already transmitted funds to the Municipality and the Municipality fails to submit its CRF Plan to the County by the date provided for in this paragraph, the Municipality shall return the funds to the County.

5. In order to comply with monthly State reporting requirements on use of the funds, Municipality shall submit the required forms to the County by the 19th day of each month (or the previous business day if the 19th is on a weekend) for the County to upload to the State portal (Attachments C-1 and C-2 and supporting documentation). Following receipt of the monthly reports and substantiation for the amount requested for reimbursement, as required by OSBM, the County shall reimburse the Municipality for the funds expended.

6. Municipality will notify the County when the Municipality's allocation is fully spent, using the form found at "Attachment F Covid-19 Grant Outcomes and Accomplishments Final Report" to the North Carolina Pandemic Recovery Office "Coronavirus Relief Fund Frequently Asked Questions for Local Governments". However, if the Municipality's allocation will not be fully spent by December 30, the Municipality will notify the County of the same, in writing, by not later than November 20. It is the County's intent to reallocate any unspent funds by December 1st to other eligible CRF expenses to fully utilize all CRF funds for the community.

7. Modifications to this Agreement shall be in writing, signed, duly executed by the parties hereto, and kept on file along with the original Agreement.

8. Any notice permitted or required under this Agreement from one party to the other must be in writing and will be effective (a) on the date it was actually delivered to the addressee if delivered personally, or sent by a nationally recognized courier (such as FedEx or United Parcel Service) or sent by facsimile, or (b) three days after having been deposited in the United States mail, if sent by certified mail, return receipt request, in each case to the respective addresses of Municipality and the County listed below, or those other addresses of which either party gives the other party written notice:

If to the Municipality, to:	City of Hendersonville 160 Sixth Avenue E Hendersonville, NC 28792-3775
If to the County, to:	Office of the County Manager 1 Historic Courthouse, Suite 2 Hendersonville, NC 28792

9. The parties agree that the terms and provisions of this Agreement shall be construed in accordance with the laws of the State of North Carolina. This Agreement contains the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this **INTERLOCAL AGREEMENT** to be duly executed pursuant to authorization obtained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective corporation.

City of Hendersonville	County of Henderson
By:_____	By:_____
Mayor	Chair, Board of Commissioners

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

_____

Finance Director of Henderson County

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: Angela Reece, City Clerk

Department: Admin

Date Submitted: 09-22-2020

Presenter: John Connet, City Manager

Title of Item: Municode Software Agreement

Nature of Item: Council Action

Council Meeting Date: 10/01/2020

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

The City of Hendersonville currently utilizes Municode Software for codification of the Code of Ordinances. Municode has additional software modules that will work in conjunction with the Code of Ordinances to allow staff and citizens to have access to the most current ordinances, agendas, minutes, documents, as well as the ability to be notified when the code is updated. Municode offers a powerful search engine capable of simultaneously searching our ordinances, minutes, resolutions, budgets and more. The modules include MunicodeMEETINGS which is a tool for agenda and minute preparation which can streamline the agenda preparation process and establish workflow protocols for real time review and revision. The software is cloud based and secure through a Microsoft Azure Gov. Cloud so it would free up valuable space on the City's network and servers. There is no limit to the number of users which will allow the advisory boards and commissions to utilize the software for their agenda and minute preparation. All minutes and agendas will be accessable through a portal which will be embedded into our website for ease of access and transparency.
Municode Meetings Annual Subscription $4,800 per year
Portal $1,000 per year
Email notifications (on demand + weekly digest-for Citizens) $600 per year
MuniDocs $350 per year
**MyMunicode (bundled pricing includes MunicodeNext, OrdBank,CodeBank, CodeBank Compare, eNotify, MuniPRO, and Banner) $995 per year
** Includes the current online code hosting fee of $550 that we pay for MunicodeNEXT. Total Annual Subscription for proposed items above : $7,745

Budget Impact: $ 7,745 Is this expenditure approved in the current fiscal year budget? Yes If no, describe how it will be funded.

LaserFiche (Deau) annual subscription is $5,878.40 , Analog Digital annual subscription $1,150 annual subscription

Suggested Motion:

I move the City Council approve the resolution approving Municipal Code Corporation software upgrades and to authorize the City Manager to execute the agreement.

Attachments:

Municode Proposal/Contract
Resolution

AGENDA

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE MUNICIPAL CODE COOPRORATION SOFTWARE UPGRADES

WHEREAS, the City of Hendersonville currently utilizes Municipal Code Corporation Software for codification of the Code of Ordinances; and

WHEREAS, the City of Hendersonville is committed to providing quality, efficient services to all citizens, visitors, and businesses through open communication, timely responses, and quality results; and

WHEREAS, software upgrades would streamline the meeting and agenda management process and allow citizens and staff to have access to the most current ordinances, agendas, minutes; and

WHEREAS, a proposal from Municipal Code Corporation has been presented to the City Council to outline the terms and conditions under which Municipal Code Corporation proposes to provide the required services;

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

1. The proposal dated September 21, 2020 received from Municipal Code Corporation is approved for the following services:

    a. Municode Meetings Annual Subscription, $4,800 per year
    b. Portal, $1,000 per year
    c. Email notifications (on demand + weekly digest-for Citizens), $600 per year
    d. MuniDocs, $350 per year
    e. MyMunicode (bundled pricing includes MunicodeNext, OrdBank,CodeBank, CodeBank Compare, eNotify, MuniPRO, and Banner), $995 per year

2. The City Manager is authorized to sign the attached draft Agreement with such changes as are reasonable after consulting with the City Attorney.

3. The City Manager, City Attorney, City Clerk, and City staff are authorized to take such actions are as necessary to carry out the City's obligations under the terms of the Agreement as signed by the City Manager.

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

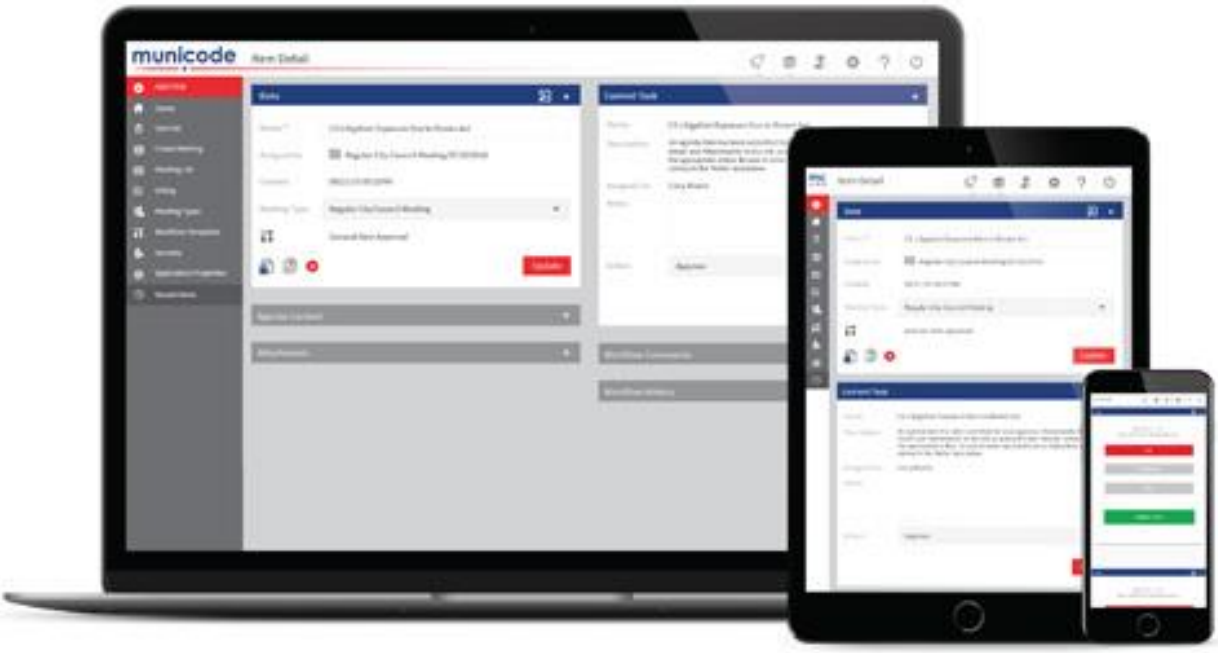
_____

Angela L. Reece, City Clerk

MEETING & AGENDA MANAGEMENT

AGENDA

Quote: The City of Hendersonville, North Carolina



municode

CONNECTING YOU & YOUR COMMUNITY

Tracy Stevanov

828-280-2219 tstevanov@municode.com

PO Box 2235 Tallahassee, FL 32316

INTRODUCTION LETTER

AGENDA

September 21, 2020

Dear Selection Team:

Thank you for the opportunity to present The City of Hendersonville, North Carolina with our quote for online meeting and agenda management services. Our Municode Meetings solution will streamline your process to create, approve and post meeting agendas and minutes.

Municode has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties, and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to the meeting management process, Municode Meetings is simple and straight-forward, yet robust enough to satisfy the needs of our largest municipalities.

Our ongoing Circle of Governance initiative to strengthen democracy includes seamless integrations that connect Municode Meetings with our suite of online municipal solutions including ordinance integration (Municode NEXT) and website integration (Municode Meetings).

Municode Meetings allows clerks to mark ordinance agenda items as 'approved' within Municode Meetings and have them auto scheduled for supplementation and publishing to your Municode NEXT Online Code of Ordinances. In addition, meetings auto-post to your Municode Web website calendar. These integrations include unified search and cross-links across each platform.

We are thrilled at the opportunity to partner with you on such an important initiative.

Sincerely,

Brian Gilday

Brian Gilday
President, Website/Meetings Division

MUNICODE MEETINGS FEATURES

AGENDA

Base

- Unlimited Meetings
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets
- Approve Items with Approval Workflow
- Automatically Publishing to the Web – Agenda, Agenda Packet, Minutes
- Create Meeting Minutes
- Public In-Meeting Display (presentation screen to display current agenda item and voting results)
- Voting Support (verbal vote, vote by show of hands, or legislator-initiated voting via tablet/iPad/laptop)
- Roll Call
- Self-service video time stamping – you can add timestamps of your meeting agenda items to your meeting videos
- Integration with Municode Web website (meetings/calendar/search integration)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours of webinar refresher training per year

Optional

- Video Time Stamping Service
- Municode Portal
- Board Management

SERVICE AND SUPPORT

Guaranteed Uptime

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

Security upgrades:

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PORTAL FEATURES (OPTIONAL)

AGENDA

Base

- Public Meetings Portal
- ADA Compliant HTML/CSS (WCAG 2.1 AA)
- Custom header with logo, choice of colors, and customizable menu links
- Best-in-class Search Engine (indexes the contents of PDF agendas and minutes)
- Meeting calendar
- Video integrations (Vimeo, YouTube, Suite One Media, Cablecast, custom 3rd party video providers)
- Ability to create meetings and upload PDF agendas/minutes
- Circle of Governance integrations (Municode Meetings, Municode Next)
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support

Optional

- Auto-import historical Meeting files (Agendas, Minutes) and search indexing
- Email Notifications
- Board Management

BOARD MANAGEMENT FEATURES (OPTIONAL)*

Base

- Unlimited boards and committees
- Manage term start/stop dates
- Export member data
- Online board application form
- Board member approvals
- Term Expiration Report
- Term Expiration Email Notifications
- Auto-expiration option for expiring terms Public web page for each board/committee
- Create custom links/buttons on each board page Custom web header (logo/colors)
- Free integration with Municode Meetings

* Note: Board Management requires a Municode Website or the Municode Portal

PRICING

AGENDA

Municode Meetings Annual Subscription **$4,800 per year**

*This is the bundled cost for being a Municode Code client.

One-time Project Setup **no charge**

- Configure Boards/Committees/Commissions
- Configure Meeting Agenda Templates
- Setup Users, Roles, and Permissions
- Conduct initial training – web teleconference

Additional Options

- ☐ Video Time Stamping Service $2,520 per year
  - Municode will bookmark/timestamp up to 36 meetings per year
- ☐ Portal $1,000 per year
  - Includes all Portal base features
  - Additional options
    - ☐ Board Management $2,000 per year
    - ☐ Email notifications (on demand + weekly digest) $600 per year
    - ☐ Import historical PDF agendas/minutes (up to 10 years) $1,500 one-time

PAYMENT SCHEDULE

- Ninety (90) days after signed contract 100% of annual subscription fee and annually thereafter

Notes

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers*.
- Payment schedule will be adjusted accordingly based on selected optional features.

SERVICES AGREEMENT

AGENDA

This agreement ("AGREEMENT") is entered between The City of Hendersonville, North Carolina ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the AGENDA one other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment. Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing. CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of North Carolina without resort to any jurisdiction's conflicts of law, rules, or doctrines.

Submitted by:
Municipal Code Corporation
By: Brian Gilday
Title: Brian Gilday - President, Website Division

Accepted by:
By: _____
Title: _____
Date: _____

Existing Services:

Online Code = MunicodeNEXT invoiced annually, each August

AGENDA

Additional online services can be purchased "a la carte" at the following rates:

- ❑ **CodeBank** annually **$150**
  Permanent online collection of previous versions of the code.
- ❑ **OrdBank** annually or per ordinance **No Charge until July 2021**
  Permanent online collection of ordinances with hyperlinks from history notes, supplement history table, and code comparative table to ordinances. This service is applicable to amendatory (included) ordinances only.
  OrdBank promotion, FREE through July 2021 (included ordinances only, material that does not amend the code is not included) Just check this box and OrdBank is no charge until July 2021, then either $250/year or $35 per ordinance.
  Archival OrdBank is $10 per ordinance, see separate quote below.
- ❑ **OrdBank + OrdLink** annually (or per ordinance, applies to amendatory ordinances only) **$350**
  Provides hyperlinks from newly adopted legislations to sections of the code that will be amended. **($60)**
- ❑ **CodeBank Compare + eNotify**[1] annually **$250**
  Compare any two versions of your online code (starting with the first Municode supplement). Notify provides readers email updates each time the code is updated.
- ❑ **MuniPRO** Service annually **$295**
  Search over 3,700 online codes/ordinances. Attach notes to codes and drafts of new legislation.
- ❑ **Custom Banner** one-time fee **$250**
  Customize MunicodeNEXT to match the look of your website.
- ❑ **MuniDocs**[2] annually, upgraded self-loading capabilities **$350**[3]
  Host any other municipal documents in a fully searchable format, including Minutes, Agendas, Resolutions, Budgets and more for self-loading to the MuniDocs platform!

My Municode bundle- Value Pricing!

- ❑ **MyMunicode** annually**.** **$995**[4]

  Includes MunicodeNEXT (Online Code), OrdBank, CodeBank, CodeBank Compare + eNotify, MuniPRO, and Custom Banner

Archival OrdBank for the Supplements. Only select one below =

- ❑ Archival OrdBank of **Supplements 20-38 (2016-2020)** (41 ordinances x $10) **$410**

  OR
- ❑ Archival OrdBank of **Supplements 20-38 (2010-2020)** (85 ordinances x $10) **$850**

Approved by (Signature): _____ Printed name: _____

Title:_____ Date:_____

[1] Enrollment in CodeBank is required in order to receive the CodeBank Compare/eNotify technology.
[2] Your MuniDocs files can also serve as storage for archived ordinances within the MuniDocs platform. Unlike our online OrdBank feature, these self-loaded archived ordinances will not be linked to the legislation within the online Code. All ordinances for codification and all ordinances for linking via our OrdBank feature can be emailed to us at ords@municode.com.
[3] Includes up to 25 GB of data. Quote for additional storage available upon request.
[4] Total value if each item were to be purchased a la carte would be approximately $1,545 per year with participation in our OrdBank service.

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: John Connet

Department: Admin

Date Submitted: 9/22/2020

Presenter: John Connet

Title of Item: Approval of Proposal by SM&E Engineering for UST and Asbestos Removal

Nature of Item: Council Action

Council Meeting Date: 10/1/2020

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

Prior to the construction of the new parking deck, the City must demolish the buildings on the Jackson property and remove an underground storage tank (UST). In order to accomplish this take, we will need the assistance of a consulting engineer to perform the necessary soil and asbestos testing. We are proposing to hire SM&E Engineering to perform these task. SM&E is the project engineer for the entire project and has performed all the environmental testing on the site.

Budget Impact: $ 7,700 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Will be included in the project budget.

Suggested Motion:

I move that the City Council approve the resolution authorizing the City Manager to accept the proposal from SM&E Engineering for the UST removal and asbestos testing and to authorize the City Manager to execute the agreement.

Attachments:

SM&E Proposal
Approval Resolution

AGENDA

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE PROPOSAL FOR ADDITIONAL SUPPORT SERVICES AND ASBESTOS ASSESSMENT FOR THE CHURCH STREET PARKING DECK WITH S& WITH S&ME, INC.

WHEREAS, additional support services and asbestos assessment services are needed for properties purchased for the Church Street Parking Deck; and

WHEREAS, a proposal from S&ME, Inc., has been presented to the City Council to outline the terms and conditions under which the S&ME, Inc., proposes to provide the required services;

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

1. The proposal dated September 21, 2020 received from S&ME, Inc., to provide additional support services and asbestos assessment services for the Church Street Parking Deck Project is approved.

2. The S&ME, Inc., proposal is exempted from the requirements of the Mini-Brooks Act, NCGS § 143-64.31.

3. The City Manager is authorized to sign the attached draft Agreement with such changes as are reasonable after consulting with the City Attorney.

4. The City Manager, City Attorney, City Clerk, and City staff are authorized to take such actions are as necessary to carry out the City's obligations under the terms of the Agreement as signed by the City Manager.

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

AGENDA

September 21, 2020

City of Hendersonville
305 Williams Street
Hendersonville, North Carolina 28782

Attention: Mr. John F. Connet
City Manager
jconnet@hvlnc.gov

Reference: **Proposal for Additional Support Services and Asbestos Assessment**
Church Street Parking Deck
Hendersonville, Henderson County, North Carolina
S&ME Proposal No. 14-1900805 (Rev.1) Change Order 02

Dear Mr. Connet:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to provide support services associated with the future removal of the suspected underground storage tanks (USTs) and asbestos consulting services prior to the demolition of three structures located at the above-referenced site. This proposal describes our understanding of the work, our proposed scope of service, our terms and conditions, schedule, and fees. The work will be performed under our existing Independent Contractor Agreement dated June 4, 2018.

♦ Project Information

S&ME recently assisted the City of Hendersonville with due diligence services related to the acquisition of the properties for future development with a parking deck for downtown Hendersonville. These due diligence services, as detailed in S&ME Proposal No. 14-1900805 (Rev. 1) dated December 2, 2019, included the preparation of a Phase I Environmental Site Assessment (ESA) report. The Phase I ESA report was provided to Mr. Connet on December 26, 2019 and revealed the following *recognized environmental conditions* (RECs) in connection with the subject property:

- The filling station mapped on the subject property in the 1949 and 1954 Sanborn Fire Insurance Maps;
- The suspected USTs associated with the former filling station;
- The heating oil UST east of the middle structure;
- The battery station mapped on the 1926 Sanborn Fire Insurance Map;
- The potential soil impacts associated with the coal furnace observed in the basement of the middle structure; and
- The septic tank discovered on the subject property during the construction of a building in 2010.

On June 10, 2020, S&ME performed a limited soil and groundwater assessment in general accordance with S&ME Proposal No. 14-1900805 (Rev.1) Change Order 01 dated January 8, 2020. The assessment activities identified three suspected USTs on the northwest corner of the subject property. Multiple petroleum constituents were detected in soil and groundwater samples collected near the suspected USTs at concentrations that exceed the respective regulatory standards – suggesting the suspected UST system has leaked. Target metals and

polyaromatic hydrocarbons (PAHs) were detected in the soil samples collected in the vicinity of the coal furnace at concentrations exceeding the North Carolina Department of Environmental Quality (NCDEQ) Preliminary Soil Remediation Goals.

On August 21, 20201, our Messrs. Bradley Keyse, David Loftis, and Matt McCurdy discussed the limited soil and groundwater assessment findings and future development of the subject property with Mr. John Connet, the City of Hendersonville City Manager. In preparation for the removal of the suspected USTs, Mr. Connet requested that S&ME provide a proposal to the City of Hendersonville to conduct correspondence with the natural gas company and to conduct a site meeting should it be necessary in association with the natural gas line located immediately north of the suspected USTs. In addition, Mr. Connet requested that the proposal include an asbestos assessment of the three on-site buildings.

Our understanding of the project's needs with regards to the asbestos assessment is based on the following:

- Three buildings are located on the property, identified as 432 North Church Street, 428 North Church Street, and 422 North Church Street.
- The buildings are scheduled to be demolished and replaced with a parking peck.
- The building addressed as 422 North Church Street is a single-story structure on a concrete slab with an exterior brick veneer finish (partially painted) and a flat roof. It appears the building was used as office space.
- The building addressed as 428 North Church Street is a single-story structure with an exterior brick veneer finish (partially painted) and a shingled roof. A crawl space is present beneath the building with a former coal furnace and associated piping.
- The building addressed as 432 North Church Street is a single-story structure on a concrete slab with an exterior brick veneer and stucco siding and a shingled roof. It appears the building was utilized as a retail cabinetry store.

♦ Scope of Service

S&ME proposes the following basic services as part of this proposal.

Task 1 – UST Removal Preparations

S&ME will conduct correspondence with the City of Hendersonville and qualified environmental subcontractors to determine the site-specific logistics involved in the removal of the USTs. S&ME will also contact the local natural gas company to determine the options for relocation, removal, and/or replacement of the natural gas line in the vicinity of the suspected USTs. Should it be necessary, S&ME will conduct up to one site visit to conduct an on-site meeting with the natural gas company and/or environmental subcontractors.

Preparations will be made for the closure of 5th Avenue, the development of a contingency plan and stockpile or storage location for anticipated petroleum-impacted soils, and sequences to remove and stockpile clean overburden soils, removal of the USTs, and backfilling of the excavation. In addition, S&ME will contact up to three environmental subcontractors to obtain estimates for (1) removal of the USTs, (2) backfilling the excavation, and (3) transportation and disposal of the removed concrete/asphalt, liquids, and USTs.

The information gathered through the completion of this task will be considered and included in the subsequent proposal that S&ME will issue for the removal of the USTs.

Task 2 – Limited Asbestos Assessment

Field Services

S&ME proposes to perform a limited asbestos assessment at the three referenced buildings. The asbestos assessment will include the interior and exterior of the buildings scheduled to be demolished. A visual assessment and sampling strategy for asbestos-containing materials (ACM) will be developed in general accordance with Code 40, Part 61, subpart M, Final Rule National Emissions Standards for Hazardous Air Pollutants (NESHAP) and the sampling protocols described in the Asbestos Hazard Emergency Response Act (AHERA) to provide representative samples of suspect ACM. Currently, the EPA NESHAP regulation requires the assessment of all spaces undergoing renovation or demolition prior to disturbance. The number of samples collected will be in general accordance with the requirements of state and federal regulations. S&ME does not propose to disassemble electrical or mechanical equipment for our sampling operations.

During the assessment, S&ME estimates the collection and analysis of **no more than 150 ACM sample layers**. Samples of asbestos-suspect materials will be obtained from readily accessible areas that do not present a hazard to our employees. S&ME's asbestos inspectors will sample asbestos-suspect building materials that may be safely reached with 8- to 10-foot tall step ladders. The cost of securing additional ladders, lifts, scaffolding equipment, and/or anchorage points for fall protection is excluded.

Asbestos Analysis Services

Asbestos samples will be analyzed in a laboratory accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) following the procedure found in "Method for the Determination of Asbestos in Bulk Building Materials," EPA 600/R-93/116. This method employs Polarized Light Microscopy (PLM) to identify asbestos fibers. Dependent on our laboratory backlog, we may use our NVLAP accredited laboratory located in Charlotte, North Carolina for sample analysis.

The EPA recognizes a material as containing asbestos if an asbestos-content of greater than one percent is detected in a representative sample. Under the NESHAP 40 CFR Part 61 Subpart M one must presume that any material containing more than one percent but less than 10 percent asbestos be Asbestos Containing Material (ACM) unless it is verified by point count analysis. Homogeneous materials that have a representative sample analyzed by the laboratory to be greater than one percent asbestos by PLM will be considered ACM for the purposes of the assessment. For PLM analytical results that indicate levels between "trace" and 10 percent asbestos, the Client has the option to analyze the samples further by Point Count analysis to better quantify the asbestos content. Materials having asbestos results less than or equal to one percent are not regulated by EPA or North Carolina. However, if a sample is found to contain less than one percent asbestos and the result is not verified by Point Count, it must be presumed to be an ACM. If the Client chooses Point Count analysis, there will be an additional cost. In addition, if the first sample analyzed from a specific homogeneous area of suspect ACM is identified as asbestos-containing, S&ME may elect to not analyze additional samples from that particular homogeneous area (positive stop).

Reporting

After completing the sampling services described above and receiving the analytical data from the laboratory, S&ME will provide a written report within one week of receiving the analytical report from the laboratory. However, verbal/email results of the asbestos analysis can be provided, if desired, as soon as the results are received from the laboratory. The report will be issued in PDF format and will be submitted via electronic mail. No paper copies of the report will be issued.

The quantities of ACM provided in the report are for informational purposes only and should not be used for bidding purposes. Actual field measurements should be performed by the prospective asbestos abatement contractor for bid purposes.

♦ Excluded Services

Without attempting to be a complete list or description of all services or potential services excluded from this proposal and not performed by S&ME, the following services are specifically excluded from this proposal.

- Removal of the USTs.
- Soil and groundwater assessment activities.
- The actual removal (or otherwise hazard abatement) of asbestos-containing materials.
- Any industrial hygiene or abatement services related to molds, fungi, or other hazardous or potentially hazardous materials.
- Services related to caulks containing polychlorinated biphenyls. EPA has recommended that testing related to polychlorinated biphenyls in caulk be performed in buildings constructed before 1979.
- Services related to hazardous or potentially hazardous materials, other than those specifically identified in this proposal.
- Architectural or engineering services are required to address the modification of systems or the installation of replacement materials or finishes.
- Air monitoring services.

♦ Limitations

Our services are limited to the spaces indicated in this proposal. Extensive destructive techniques will not be performed, and ACMs that are not visible and readily accessible may not be included in the assessment and design.

Although PLM is the specified method for analysis of bulk material samples for asbestos by EPA, there have been reports that this method may not identify asbestos when fiber sizes are extremely small or if they are bound in a resinous material. EPA recommends analyzing such materials (floor tiles, mastics, and asphaltic roofing) using TEM when PLM analysis does not detect asbestos in quantities greater than 1%. Current EPA regulations recommend, but do not require this additional analysis, and TEM analysis is not proposed as part of this assessment.

S&ME will make a reasonable attempt to access spaces included in the referenced areas at the time of the assessment. Areas that are locked or inaccessible at the time of the assessment will not be included in the

assessment and this limitation will be documented in our documents. Additional mobilizations required to access locked or inaccessible areas will be performed upon request as a Change Order to this proposal.

This proposal is solely intended for the Basic Services as described in the Scope of Service. The Scope of Service may not be modified or amended unless the changes are first agreed to by the Client and S&ME. The use of this proposal and resulting documents, including the final report, are limited to the referenced project and Client. No other use is authorized by S&ME. This service will be performed by exercising the ordinary skill and competence of consulting professionals in relevant disciplines in this region.

Client/Owner Responsibilities

To perform the proposed Basic Services, the Client must provide the following:

- Authorization of our services,
- Safe and timely access to all subject areas of the building during the assessment period,
- Name and contact information for the site representative to coordinate our field services and a site escort to provide access to all the subject spaces.

♦ Schedule

The preparation and planning associated with the removal of the USTs will require three to four weeks to complete. The asbestos assessment services will require four to five weeks to complete.

♦ Compensation

S&ME is prepared to provide the services herein **for a lump sum fee of $7,700**. The fee associated with the asbestos assessment assumes that 150 PLM sample layers will be analyzed. We will adjust the analytical fees based upon the number of sample layers analyzed by the laboratory at a rate of $10 per sample. If additional samples are required, a Change Order will be submitted for approval prior to analysis.

♦ Authorization

Upon receipt of written authorization, S&ME will provide our services in accordance with the terms and conditions of the Independent Contractor 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.

♦ Closing

S&ME appreciates the opportunity to submit this proposal and provide you with our environmental services. Should you have any questions, please feel free to contact Matt McCurdy at 828.483.3018.

Sincerely,

S&ME, Inc.

Bradley S. Keyse, E.I.
Staff Professional
bkeyse@smeinc.com

David R. Loftis, P.E.
Senior Engineer
dlofits@smeinc.com

Matt H. McCurdy, P.E.
Project Manager / Senior Engineer
mmccurdy@smeinc.com

AGENDA

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE PROPOSAL FOR ADDITIONAL SUPPORT SERVICES AND ASBESTOS ASSESSMENT FOR THE CHURCH STREET PARKING DECK WITH S& WITH S&ME, INC.

WHEREAS, additional support services and asbestos assessment services are needed for properties purchased for the Church Street Parking Deck; and

WHEREAS, a proposal from S&ME, Inc., has been presented to the City Council to outline the terms and conditions under which the S&ME, Inc., proposes to provide the required services;

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

1. The proposal dated September 21, 2020 received from S&ME, Inc., to provide additional support services and asbestos assessment services for the Church Street Parking Deck Project is approved.

2. The S&ME, Inc., proposal is exempted from the requirements of the Mini-Brooks Act, NCGS § 143-64.31.

3. The City Manager is authorized to sign the attached draft Agreement with such changes as are reasonable after consulting with the City Attorney.

4. The City Manager, City Attorney, City Clerk, and City staff are authorized to take such actions are as necessary to carry out the City's obligations under the terms of the Agreement as signed by the City Manager.

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

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: Lee Smith

Department: Utilities

Date Submitted: 9/17/2020

Presenter: Lee Smith

Title of Item: Resolution Accepting SRF Loan for French Broad River Raw Water Intake Project

Nature of Item: Council Action

Council Meeting Date: 10/1/2020

Summary of Information/Request:

Item # 5K

On September 26, 2017 the City submitted an application for a State Revolving Fund (SRF) loan for the French Broad River Raw Water Intake and Pump Station Project. This loan is being offered to the City in the amount of $14,124,000.00 at an interest rate of 1.82% for 20-years. This loan has been approved by the Local Government Commission and as such, the NC Department of Environmental Quality, Division of Water Infrastructure is offering said loan to the City.

To accept this loan, the City Council must approve and execute a resolution, which has been included with this agenda item summary. So, staff is respectfully requesting City Council's consideration and approval of this loan offer and acceptance resolution.

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 hereby move that the City Council of the City of Hendersonville approve the resolution accepting the SRF loan offer from the State of North Carolina, Department of Environmental Quality in the amount of $14,124,000.00 to have constructed an 18.0-MGD raw water intake and 12.0-MGD raw water pump station on the French Broad River.

Attachments:

Resolution

Resolution #__ ____ AGENDA

RESOLUTION BY THE CITY OF HENDERSONVILLE TO RATIFY AN OFFER AND ACCEPTANCE OF A FEDERAL DWSRF LOAN

WHEREAS, the Safe Drinking Water Act Amendments of 1996 and the North Carolina Water Infrastructure Fund have authorized the making of loans and/or grants, as applicable, to aid eligible, drinking water system owners in financing the cost of construction for eligible, drinking water infrastructure; and

WHEREAS, the North Carolina Department of Environmental Quality has offered a State Revolving Loan in the amount of $14,124,000.00 for construction of Installation of New 21-MGD Intake and 12-MGD Raw Water Pump Station on the French Broad River; and

WHEREAS, the City of Hendersonville intends to construct said Project in accordance with engineering plans and specifications that have been or will have been approved by the North Carolina Public Water Supply Section.

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

That the City of Hendersonville does hereby accept the Drinking Water State Revolving Fund Loan offer in the amount of $14,124,000.00; and

That the City of Hendersonville does hereby give assurance to the North Carolina Department of Environmental Quality that they will adhere to all applicable items specified in the standard "Conditions" and "Assurances" of the Department's funding offer, awarded in the form of a Drinking Water State Revolving Fund Loan; and

That John F. Connet, City Manager, and successors so titled, is hereby authorized and directed to furnish such information, as the appropriate State agency may request, in connection with such application or the Project; to make the Assurances as contained above; and to execute such other documents as may be required in connection with the application; and

That the City of Hendersonville has complied substantially or will comply substantially with all Federal, State and local laws, rules, regulations, and ordinances applicable to the Project, and to Federal and State grants and loans pertaining thereto.

AGENDA

Adopted by the City Council of the City of Hendersonville, North Carolina on this the 1st day of October 2020.

Attest:

_____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Angela L. Reece, City Clerk

AGENDA

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 9/21/2020

Presenter: Representative Chuck McGrady

Title of Item: Presentation by Representative Chuck McGrady

Nature of Item: Presentation Only

Council Meeting Date: 10/1/2020

Summary of Information/Request:

Item # 6A

Representative Chuck McGrady has requested permission to publicly thank the City Council for supporting him during his service in the North Carolina General Assembly.

Budget Impact: $_____ 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

AGENDA

Proclamation

Honoring Colonial History Month

WHEREAS, the National Society Colonial Dames XVII Century is an organization of women, eighteen years of age or over, who are lineal descendants of an ancestor who lived and served prior to 1701 in one of the Original Colonies in the geographical area of the present United States of America; and

WHEREAS, their members are devoted to preserving the memory of those that settled and lived in the United States of America prior to 1701; and

WHEREAS, their work is dedicated to the preservation of historical sites and records, promotion of heraldry and coats of arms, and support of charitable projects and education; and

WHEREAS, through these and many other activities, the National Society Colonial Dames XVII Century acknowledge and honor those individuals whose enduring legacy of virtue, courage and patriotism formed this great nation; and

WHEREAS, Mary Coffin Starbuck Chapter's most recent project in our era was to erect a historical marker in Flat Rock which commemorates the history of Old Buncombe Turnpike/Drovers' Road, an important supply route for Appalachian colonial settlers; and

WHEREAS, this Chapter also actively supports our veterans at Charles George VA Medical Center through monetary donations, supplies and volunteer work; and

NOW, THEREFORE, the City Council of the City of Hendersonville does hereby proclaim the month of October as:

"Colonial History Month"

in the City of Hendersonville and urges all citizens to recognize the contributions of our Veterans and encourage everyone to observe this day.

PROCLAIMED this 1st day of October 2020

Seal

_____
Barbara G. Volk, Mayor
City of Hendersonville

Attest:

_____
Angela Reece, City Clerk

AGENDA

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 9/21/2020

Presenter: Hunter Jones

Title of Item: Benefits of Parks and Recreation

Nature of Item: Presentation Only

Council Meeting Date: 10/1/2020

Summary of Information/Request:

Item # 6C

Planning Board Member Hunter Jones has requested an opportunity to make a presentation to the City Council about the benefits of an active parks and recreation program.

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

Suggested Motion:

NA

Attachments:

To be provided by Mr. Jones

AGENDA

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 9/21/2020

Presenter: John Connet

Title of Item: Presentation of Safety Awards

Nature of Item: Presentation Only

Council Meeting Date: 10/1/2020

Summary of Information/Request: **Item #** 6D

The Public Works Department and Fire Department received OSHA Safety Awards this year. We would like to publicly congratulate the departments and LuAnn Welter on their hard work over the last several years.

Budget Impact: $_____ 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

AGENDA

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Tyler Morrow

Department: Development Asst Dept

Date Submitted: 9-21-20

Presenter: Lew Holloway

Title of Item: Annexation Universal at Lakewood P20-14-ANX

Nature of Item: Council Action

Council Meeting Date: 10-1-20

Summary of Information/Request:

Item # 7A

File # P20-14-ANX

The City of Hendersonville has received a petition from Group Ventures LLC for contiguous annexation of a portion of PIN 9579-29-2872 located on Lakewood Road that is approximately 29.198 acres. Please refer to the attached maps for additional information.

At your meeting of September 3rd, 2020, you accepted the Clerk's Certificate of Sufficiency and recommended a public hearing for the October 1st, 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 the City Council adopt the ordinance annexing the property included in the petition from Group Ventures, LLC effective October 1st, 2020.

Attachments:

Ordinance
Survey
Certificate of Sufficiency
Map

AGENDA

Ordinance #___-____

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 by Group Ventures LLC. 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 October 1st, 2020, after due notice by publication on September 20, 2020 and September 27, 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 October 1st, 2020:

METES AND BOUNDS DESCRIPTION

LYING AND BEING IN HENDERSONVILLE TOWNSHIP, HENDERSON COUNTY, NC; BEING TRACT A OF PLAT BOOK 2020 PAGE 12675, AND BEING A PORTION OF THE PROPERTY DESCRIBED IN DEED BOOK 857 PAGE 631; HAVING AN AREA OF 29.198 ACRES, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NEW IRON REBAR WITH ID CAP "COLE" AT THE WEST MARGIN OF LAKEWOOD ROAD (SR 1518), SAID IRON REBAR HAVING NORTH CAROLINA GRID COORDINATES OF
N: 600,088.03' E: 973,385.98' (NAD 83/11), AND BEING THE NORTH EAST CORNER OF THE UNITED STATES POSTAL SERVICE PROPERTY AS DESCRIBED IN DEED BOOK 836 PAGE 127; THENCE ALONG AND WITH THE UNITED STATES POSTAL SERVICE PROPERTY THE FOLLOWING THREE CALLS: N 73°00'02" W, 646.12' TO AN EXISTING IRON REBAR; THENCE S 17°58'57" W, 343.99' TO AN EXISTING CONCRETE MONUMENT; THENCE S 73°00'02" E, 646.12' TO A NEW IRON REBAR WITH ID CAP “COLE” AT THE MARGIN OF LAKEWOOD ROAD, AND BEING THE SOUTH EAST CORNER OF THE UNITED STATES POSTAL SERVICE PROPERTY; THENCE LEAVING THE LINE OF THE UNITED STATES POSTAL SERVICE ALONG A NEW LINE S 73°00'02" E, 27.24' TO A POINT IN THE CENTER OF LAKEWOOD ROAD; THENCE ALONG THE CENTER OF LAKEWOOD ROAD, A NEW LINE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 59.79', WITH A RADIUS OF 2264.00', WITH A CHORD BEARING OF S 11°32'21" W, AND WITH A CHORD LENGTH OF 59.79' TO AN

EXISTING RAILROAD SPIKE, THE NORTH WEST CORNER OF THE CEDAR TERRACE NC LLC PROPERTY AS DESCRIBED IN DEED BOOK 1660 PAGE 625 AND TRACT 1 OF PLAT SLIDE 10146; THENCE ALONG AND WITH THE CEDAR TERRACE NC LLC PROPERTY AND WITH THE CENTER OF LAKEWOOD ROAD THE FOLLOWING TEN CALLS: S 10°46'58" W, 124.66' TO A POINT; THENCE S 12°02'37" W, 35.91' TO A POINT; THENCE S 10°02'47" W, 32.26' TO A POINT; THENCE S 07°40'29" W, 32.79' TO A POINT; THENCE S 05°29'18" W, 35.31' TO A POINT;
THENCE S 03°30'28" W, 31.58' TO A POINT; THENCE S 01°59'55" W, 69.69' TO A POINT; THENCE S 02°33'30" W, 31.19' TO A POINT; THENCE S 03°48'21" W, 31.75' TO A POINT; THENCE
S 06°42'43" W, 11.45' TO AN EXISTING MAG-NAIL, A CORNER OF A REMAINING PORTION OF THE GROUP VENTURES, INC. PROPERTY AS DESCRIBED IN DEED BOOK 857 PAGE 631; THENCE ALONG AND WITH THE GROUP VENTURES, INC. PROPERTY THE FOLLOWING FOUR CALLS: ALONG A NEW LINE S 12°16'44" W, 76.20' TO AN EXISTING MAG-NAIL IN THE CENTER OF LAKEWOOD ROAD; THENCE ALONG A NEW LINE S 33°14'12" W, 75.10' TO AN EXISTING
MAG- NAIL IN THE CENTER OF LAKEWOOD ROAD; THENCE ALONG A NEW LINE, AND LEAVING LAKEWOOD ROAD S 68°11'06" W, 234.69' TO AN EXISTING IRON REBAR, ID CAP “KEE”; THENCE ALONG A NEW LINE CROSSING ALLEN BRANCH IN MULTIPLE LOCATIONS N 58°19'10" W, 1071.88' TO A NEW IRON REBAR, ID CAP “COLE”; THENCE ALONG A NEW LINE CROSSING ALLEN BRANCH N 17°31'17" E, 1000.46' TO AN EXISTING CONCRETE MONUMENT, THE SOUTH WEST CORNER OF THE SHAMROCK ESTATES SUBDIVISION AS DESCRIBED IN PLAT SLIDE 2317 AND PLAT SLIDE 1867; THENCE ALONG THE SHAMROCK ESTATES SUBDIVISION S 87°48'22" E, PASSING AN EXISTING DISTURBED IRON REBAR 0.61’ LEFT OF LINE AT 41.03' ALONG LINE, THE SOUTH EAST CORNER OF PLAT SLIDE 2317 LOT 12; PASSING AN EXISTING IRON REBAR ID CAP “PARKER” AT 184.72’ ALONG LINE, THE SOUTH WEST CORNER OF PLAT SLIDE 1867 LOT 7; PASSING AN EXISTING IRON REBAR WITH ILLEGIBLE ID CAP 0.18’ LEFT OF LINE AT 269.86’ ALONG LINE, THE SOUTH EAST CORNER OF PLAT SLIDE 2317 LOT 11; PASSING AN EXISTING IRON REBAR ID CAP “PARKER” 0.11’ LEFT OF LINE AT 544.68’ ALONG LINE, SOUTH EAST CORNER OF PLAT SLIDE 1867 LOT 7; AND PASSING AN EXISTING IRON REBAR AT 831.60’ ALONG LINE, SOUTH EAST CORNER OF PLAT SLIDE 1867 LOT 8; A TOTAL DISTANCE OF 1017.64’ TO AN EXISTING CONCRETE MONUMENT, THE NORTH WEST CORNER OF THE LARRY DEAN CRAIG & GAIL LORRAINE CRAIG PROPERTY AS DESCRIBED IN DEED BOOK 3197 PAGE 344 AND PLAT BOOK 2018 PAGE 11197 LOT 2. THENCE ALONG WITH THE CRAIG PROPERTY S 03°53'13" W, 197.01' TO AN EXISTING CONCRETE MONUMENT; THENCE PARTIALLY WITH THE CRAIG PROPERTY AND CROSSING LAKEWOOD ROAD S 84°02'23" E, PASSING AN EXISTING BENT 3/4” PIPE AT 126.51', A TOTAL DISTANCE OF 179.43’ TO AN EXISTING IRON REBAR AT THE EAST MARGIN OF THE RIGHT OF WAY OF LAKEWOOD ROAD, NORTH WEST CORNER OF THE SAMS REAL ESTATE BUSINESS TRUST PROPERTY AS DESCRIBED IN DEED BOOK 1236 PAGE 420

TRACT 2; THENCE ALONG WITH THE SAMS REAL ESTATE BUSINESS TRUST PROPERTY AND EAST MARGIN OF THE RIGHT OF WAY OF LAKEWOOD ROAD THE FOLLOWING TWO CALLS: WITH A CURVE TURNING TO THE RIGHT, WITH AN ARC LENGTH OF 243.88', WITH A RADIUS OF 847.44', WITH A CHORD BEARING OF S 23°57'03" W,

WITH A CHORD LENGTH OF 243.04', TO AN EXISTING BENT IRON REBAR; THENCE WITH A REVERSE CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 5.85', WITH A RADIUS OF 717.50', WITH A CHORD BEARING OF S 31°57'01" W, WITH A CHORD LENGTH OF 5.85', TO A POINT; THENCE ALONG A NEW LINE CROSSING LAKEWOOD ROAD N 73°00'02" W, 50.75' TO A NEW IRON REBAR ID CAP "COLE", THE POINT

Section 2. Upon and after October 1, 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 1st day of October, 2020.

_____
Barbara G. Volk, Mayor, City of Hendersonville

Attest:

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

AGENDA

CERTIFICATE OF SUFFICENCY

Re: Petition for Contiguous Annexation
Group Ventures
File No. P20- 14-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 29.1 acres identified as tax parcel 9579-52-2872.

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 Group Ventures is valid.

In witness whereof, I have here unto set my hand and affixed the seal of the City of Hendersonville, this 29 day of June, 2020.

Angela Reece

Angela Reece, City Clerk

Universal at Lakewood

AGENDA

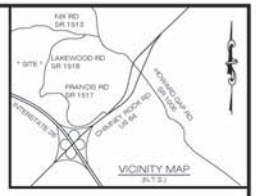
NOTES:

1. THE PROPERTY OR PROPERTIES DISPLAYED WERE SURVEYED WITHOUT THE BENEFIT OF A TITLE SEARCH AND MAY NOT SHOW ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, ENCUMBRANCES, ETC. (WRITTEN OR UNWRITTEN) THAT WOULD BE REVEALED BY A CURRENT AND THOROUGH EXAMINATION OF TITLE BY A N.C. LICENSED ATTORNEY-AT-LAW. THIS SURVEY SHALL NOT BE CONSIDERED A CERTIFICATION OF OWNERSHIP, ZONING, TITLE, OR GUARANTEE THAT THE SUBJECT IS FREE FROM ENCUMBRANCES.
2. ADJOINING PROPERTY OWNER INFORMATION TAKEN FROM THE HENDERSON COUNTY GIS WEBSITE AND DEEDS AND PLATS OF RECORD AS NOTED.
3. AREA SHOWN HEREON WAS COMPUTED BY THE COORDINATE METHOD.
4. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES IN US FEET UNLESS OTHERWISE NOTED.
5. THIS PROPERTY IS WITHIN ETJ OF THE CITY OF HENDERSONVILLE AND IS ZONED I-1 BY THE CITY OF HENDERSONVILLE HAVING SETBACKS AS FOLLOWS: 35 FRONT, 20 SIDE, 20 REAR-(NOT PLOTTED). *PLEASE REFER TO THE CITY OF HENDERSONVILLE ZONING ORDINANCE FOR ALL REGULATIONS APPLICABLE TO THE SUBJECT PROPERTY.*
6. BY GRAPHICAL LOCATION, PORTIONS OF PROPERTY ARE SHOWN AS LYING INSIDE THE 1% ANNUAL CHANCE FLOODPLAIN PER FEMA FIRM MAP NO. 3700961900J & 3700961000J, EFFECTIVE DATE 10/2/2008. CONSULT THE FLOOD INFORMATION STUDY FOR HENDERSON COUNTY FOR NON-ENCROACHMENT WIDTHS.
7. THIS SURVEY IS SUBJECT TO ANY AND ALL UNDERGROUND UTILITIES THAT MAY EXIST. UNDERGROUND UTILITIES SHOWN HEREON ARE BASED SOLELY ON ABOVE GROUND STRUCTURES AND APPURTENANCES. THIS SURVEYOR MAKES NO CERTIFICATION TO THE EXISTENCE/NON-EXISTENCE OF UNDERGROUND UTILITIES, STORAGE FACILITIES, OR OTHER UNDERGROUND STRUCTURES AND LINES. DIAL 811 BEFORE DIGGING.
8. ANY STREAMS, CREEKS, PONDS, LAKES, WETLANDS, ETC. LOCATED ON THIS PROPERTY, SHOWN OR NOT SHOWN HEREON, MAY BE SUBJECT TO BUFFER AREAS. IT IS THE OWNER/DEVELOPERS RESPONSIBILITY TO HAVE THE AREAS DESIGNATED BY PROFESSIONALS AUTHORIZED BY THE PROPER AUTHORITIES TO MAKE THESE DETERMINATIONS.
9. WATERLINE EXISTS ALONG WEST SIDE OF LAKEWOOD ROAD PER CORRESPONDENCE WITH CITY OF HENDERSONVILLE WATER & SEWER DEPARTMENT. GAS LINE EXISTS ALONG EAST SIDE OF LAKEWOOD ROAD PER CORRESPONDENCE WITH DOMINION ENERGY. 811 LOCATE REQUEST PLACED. TICKET #C200311414 ON 3/26/20. NO MARKINGS PERFORMED FOR ANY UTILITIES.
10. REVISION 6/17/20 - PLAT PREPARED FOR SUBDIVISION AND RECORDING IN ACCORDANCE WITH G.S. 47-30. NEW SURVEY DATA INCLUDE ADDITIONAL BOUNDARY MONUMENTATION, AND NEW LOCATIONS OF ALLEN BRANCH FOLLOWING STREAM RESTORATION WORK. ANY OTHER CHANGES ARE ANNOTATIVE ONLY.

Submitted electronically by "Cole Surveying and Design, PA"
In compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Henderson County Register of Deeds.

THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:

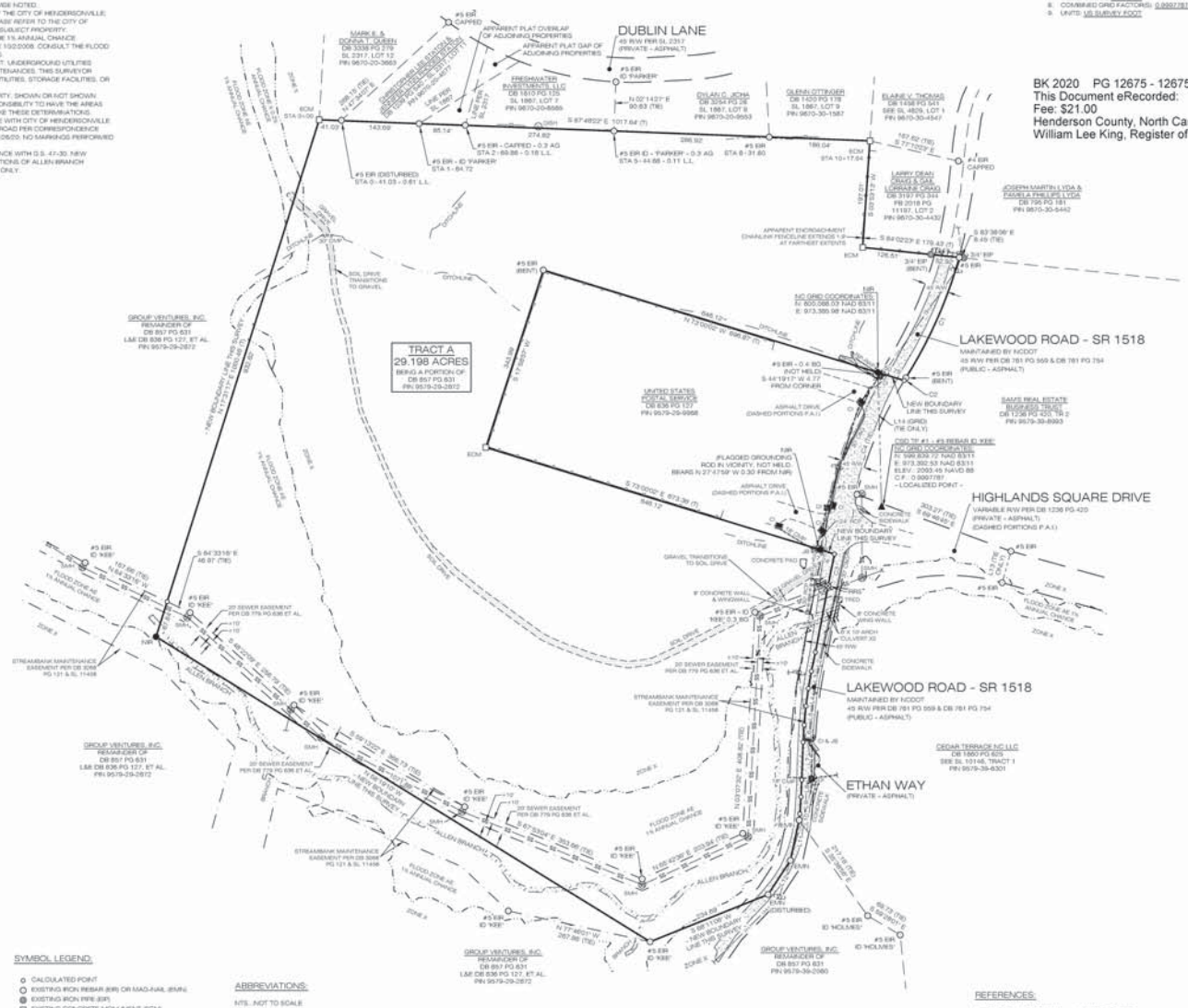
1. CLASS OF SURVEY: CLASS A (HORIZONTAL)
2. POSITIONAL ACCURACY: 0.01 (HI) & 0.02 (V) @ 95% CONFIDENCE
3. TYPE OF GPS FIELD PROCEDURE: RTK (VRS)
4. DATES OF SURVEY: 3/20/2020
5. DATUM/EPOCH: NAD 83 (NSRS) 2011/EPOCH 2010.00 (HI) & NAVD 88 (V)
6. PUBLISHED/FIXED-CONTROL USED: VRS NETWORK
7. GEOID MODEL: GEOID18
8. COMBINED GRID FACTOR(S): 0.9997787 (@ LOCALIZED POINT)
9. UNITS: US SURVEY FOOT



BK 2020 PG 12675 - 12675 (1) DOC# 931159
This Document eRecorded: 08/13/2020 02:09:32 PM
Fee: $21.00
Henderson County, North Carolina
William Lee King, Register of Deeds

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	847.44	243.88	S 23°51'03" W	243.04
C2	717.50	5.89	S 31°37'01" W	5.89
C3	2264.00	59.78	S 11°30'21" W	59.78
C4	717.50	228.71	S 22°30'05" W	227.75

LINE	BEARING	DISTANCE
L1	S 10°48'58" W	124.88
L2	S 10°00'37" W	36.91
L3	S 10°02'47" W	30.28
L4	S 07°40'29" W	30.79
L5	S 06°29'18" W	36.31
L6	S 03°30'28" W	31.98
L7	S 01°59'55" W	69.69
L8	S 00°33'30" W	31.18
L9	S 03°48'21" W	31.75
L10	S 06°42'43" W	11.49
L11	S 12°18'44" W	18.20
L12	S 33°14'12" W	79.10
L13	S 19°31'01" W	80.22
L14	N 01°30'42" W	248.40



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Jacob Compher REVIEW OFFICER OF HENDERSON COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

Jacob Compher
REVIEW OFFICER
08/13/2020
DATE

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, ALEX DANIEL WARD, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 857, PAGE 831, DEED BOOK 836 PAGE 127, DEED BOOK 1236 PAGE 420 & PLAT SLIDE 10148). THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEED BOOK N/A, PAGE N/A. THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000+. THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL ON THIS DATE 08/13/2020

I ALSO HEREBY CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING CATEGORIES AS DESCRIBED IN G.S. 47-30(f)(11)(d): THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

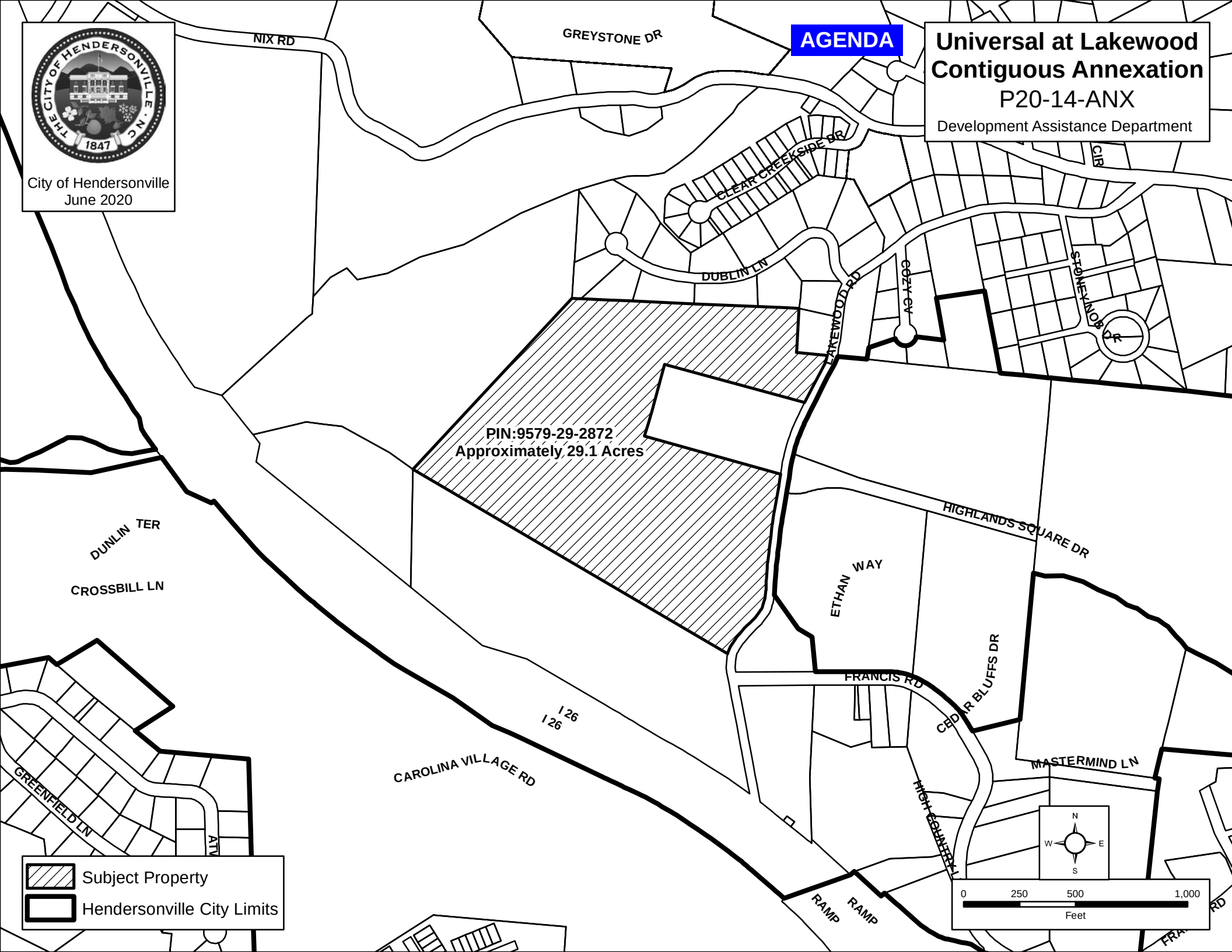
Alex Daniel Ward
ALEX DANIEL WARD, P.L.S. L-5272

NORTH CAROLINA PROFESSIONAL SEAL L-5272 LAND SURVEYOR ALEX DANIEL WARD

SUBDIVISION FOR:
UNIVERSAL DEVELOPMENT & CONSTRUCTION
OWNER OF RECORD: GROUP VENTURES, INC.
HENDERSONVILLE TOWNSHIP, HENDERSON COUNTY, NC

COLE SURVEYING & DESIGN, PA
549 ELK PARK DRIVE, SUITE 707
ASHEVILLE, NC 28804
PHONE: 828-255-7025
NC FIRM #C-3106 | SC COA #4052

DATE OF PLAT: 3/17/2020	REVISIONS			
DATE OF SURVEY: 2/20/20-3/13/20, 6/12/20	NO.	DATE	DESC.	BY
PROJECT NO.: 20-016	1	6-17-20	SUBDIVISION (SEE NOTE 10)	ADW
FIELD WORK: CHDS				
DRAWN BY: ADW				
SCALE: 1" = 100'				
PN: 9579-29-2872				


AGENDA
Universal at Lakewood
Contiguous Annexation
P20-14-ANX
Development Assistance Department
City of Hendersonville
June 2020
NIX RD
GREYSTONE DR
CLEAR CREEKSIDE DR
DUBLIN LN
LAKEWOOD RD
COZY CV
STONEYNOB DR
CIR
PIN:9579-29-2872
Approximately 29.1 Acres
HIGHLANDS SQUARE DR
ETHAN WAY
DUNLIN TER
CROSSBILL LN
FRANCIS RD
CEDAR BLUFFS DR
I 26
I 26
CAROLINA VILLAGE RD
MASTERMIND LN
GREENFIELD LN
HIGH COUNTRY
RAMP
RAMP
Subject Property
Hendersonville City Limits
N
W
E
S
0
250
500
1,000
Feet

AGENDA

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Tyler Morrow

Department: Development Asst Dept

Date Submitted: 9-21-20

Presenter: Tyler Morrow, Planner

Title of Item: Zoning Map Amendment for Parking Deck Project P20-30-CZD

Nature of Item: Council Action

Council Meeting Date: 10-1-20

Summary of Information/Request: **Item #** 7B

The Community Development Department is in receipt of a Conditional Rezoning application from the City of Hendersonville for the development of a four-level parking deck on 0.66 acres. The subject project is located at the intersection of 5th Ave W. and Church Street, and is identified by parcel numbers 9568-78-5480, 9568-78-5391, and 9568-78-6365. The applicant is requesting to rezone the subject property from C-1, Central Business to C-1 CZD, Central Business Conditional Zoning District.

Per the City's Zoning Ordinance "Any development or redevelopment involving more than 50,000 ft2 of gross floor area" must undergo a conditional rezoning.

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:

Suggested motions are on page 4 of your memo.

Attachments:

Existing Land Use Map, Existing Zoning Map, Future Land Use Map
Site Plan, Landscaping Plan, Elevations

AGENDA

Ordinance #___-____

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE

IN RE: City of Hendersonville Parking Deck
(File # P20-30-CZD)

WHEREAS, the City Council of the City of Hendersonville, North Carolina, has been petitioned under G.S. 160A-364 to amend the official zoning map; and

WHEREAS, the City Council has authority under G.S. 160A article 19 to adopt zoning and development regulation ordinances for the purpose of promoting health, safety, morals, or the general welfare of the community;

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:

2. Parcel numbers 9568-78-5480, 9568-78-5391, and 9568-78-6365 from C-1, Central Business to C-1 CZD, Central Business Conditional Zoning District.

3. The site plan as submitted by the applicant is approved. Development of the subject parcel shall occur in accordance with the site plan and rezoning and shall be subject to the site limitations and conditions stipulated on the List of Uses and Conditions.

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

Adopted by the City of Hendersonville, North Carolina this 1st, day of October 2020.

_____
Barbara G. Volk, Mayor

ATTEST:

_____
Angela L. Reece, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

AGENDA

M E M O R A N D U M

TO: Honorable Mayor and City Council

FROM: Community Development Department- Planning Division

RE: City of Hendersonville Parking Deck

FILE #: P20-30-CZD

DATE: October 1st, 2020

PROJECT DESCRIPTION

The Community Development Department is in receipt of a Conditional Rezoning application from the City of Hendersonville for the development of a four-level parking deck on 0.66 acres. The subject project is located at the intersection of 5th Ave W. and Church Street, and is identified by parcel numbers 9568-78-5480, 9568-78-5391, and 9568-78-6365. The applicant is requesting to rezone the subject property from C-1, Central Business to C-1 CZD, Central Business Conditional Zoning District.

Per the City's Zoning Ordinance "Any development or redevelopment involving more than 50,000 ft2 of gross floor area" must undergo a conditional rezoning."

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 C-1, Central Business and is currently comprised of several structures and a parking lot.

Parcels to the north are zoned C-1 Central Business. Parcels to the east and south are zoned C-1 and MSH, Main Street Historic Overlay District and contain various commercial uses. The parcels located to the west are zoned C-1, PCD, Planned Commercial Development and CMU, Central Mixed Use. Surrounding land uses and zoning districts are shown on the "Existing Land Use Map" and "Zoning Map" on page 12 and 13 respectively.

COMPREHSIVE PLAN CONSISTENCY

The subject property is classified as Downtown Core on the 2030 Comprehensive Plan's Future Land Use Map.

The goal of the Downtown Core classification is to "Maintain, enhance, and grow Downtown as a vibrant, mixed-use gathering place and cultural center with an emphasis on retail, arts and entertainment uses. Maintain a highly urban, pedestrian focused environment through building and streetscape design."

The primary and secondary recommended land uses are as follows:

Primary recommended land use:

- Neighborhood retail sales and services
- Restaurants
- Arts, cultural and entertainment establishments

Secondary recommended land use:

- Multi-family residential
- Live-work units
- Offices
- Public and institutional uses
- Pedestrian amenities

The 2030 Comprehensive Plan's Future Land Use Map designates parcels located to the north, east and south as Downtown Core. The parcels to the west of the subject property are classified as Downtown Core and Downtown Support. The parcels to the north west of the subject property are classified as Urban Institutional.

The 2030 Comprehensive Plan's Future Land Use Map is located on page 14.

PLAN REVIEW

The site plan is located on page 15 of your memo.

Structures
The site plan shows a four-level 91,550 square foot parking deck.

Building Height
C-1 Central Business permits a building height of up to 64 feet. The plan shows that the highest point on the proposed parking deck would be 57'4". The heights of the different levels of the deck can be found on pages 17 and 18 of your memos.

Entrance/Exit
The site plan shows vehicular entrances and exits on 5th Avenue West and Church Street.

Parking
The parking deck proposes to provide 253 total parking spaces.

- 245 Standard
- 6 Accessible car
- 2 Accessible Van

Landscaping

Section 15-9 (d) Landscaping for Vehicular Use Areas excuses parking decks from vehicular use landscaping with the expectation that the deck be screened in such a way as to minimize the visibility of vehicles parked in the deck from pedestrian and vehicular view. However, the applicant has still provided a mix of trees and shrubs around the perimeter of the parking deck. The landscaping plan is attached on page 16 of your memo.

NEIGHBORHOOD COMPATIBILITY

A neighborhood compatibility meeting concerning the application was held on August 24th, 2020. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property as required by the Zoning Ordinance.

The public attended the meeting in person, as well as virtually through zoom. Attendees asked questions regarding facade, design, stormwater and security. A copy of the neighborhood compatibility report accompanies this memorandum on page 8.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on September 14th, 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 zoning designation of the subject parcel from C-1, Central Business to C-1 CZD, Central Business Conditional Zoning District based on the site plan submitted and subject to the limitations and conditions stipulated on the published list of uses and conditions, finding that the rezoning is consistent with the Comprehensive Plan, and that the rezoning is reasonable and in the public interest.

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 City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from C-1 Central Business to C-1 CZD, Central Business Conditional Zoning District, based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the Published List of Uses and Conditions, 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 City Council not adopt an ordinance rezoning the subject property for the following reasons:

[PLEASE STATE YOUR REASONS]

IN RE: City of Hendersonville Parking Deck (File # P20-30-CZD)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

- Parking lots and parking garages

II. Conditions:

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

(2) Shall Be Attached to the Conditional Rezoning:

Final plans for the project shall comply with approved plans, the conditions agreed to on the record of this proceeding and applicable provisions of the Hendersonville Zoning Ordinance and Code of Ordinances.

City of Hendersonville

Signature: _____

Printed Name: _____

Title:_____

Date: _____

Planning Report
Neighborhood Compatibility Meeting
Application for a Conditional Zoning District
COH Parking Deck File # P20-30-CZD
Tuesday, August 24, 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 two members of the public, three application representatives, and five City staff were in attendance. Additional members of the public and application representatives attended via Zoom. The following were physically in attendance:

Name	***Address***	***Name***	***Address***
Brian Pahle (app)	Hendersonville, NC	Ken Allen	225 N. Main St.
John Connet (app)	Hendersonville, NC		
Lew Holloway	Hendersonville, NC		
Susan Frady	staff		
Daniel Heyman	staff		
Tyler Morrow	staff		
Terri Swann	staff		
Allison Nock	staff		
Carol Sitzer	N. Main Street		

Mr. Heyman opened the meeting explaining this is the first step in a three-step process. He explained the conditional rezoning process adding anyone who received notice of this meeting would receive notice of the City Council Public Hearing. Minutes of this meeting will be forwarded to Planning Board and City Council. Mr. Heyman said the project will go before the Planning Board in September and City Council will hear the project after that. Mr. Heyman stated this meeting is for the neighbors to learn about the project and they should focus on the compatibility of the project in the neighborhood. This is virtual meeting and Mr. Heyman explained the process and the steps to participate in the meeting. This is an informal meeting o lease state your name and address before making any comments as minutes of this meeting are being taken.

Mr. Heyman stated the property is zoned C-1, Central Business. The applicants are asking for a conditional rezoning to C-1 CZD, Central Business Conditional Zoning District as this project exceeds 50,000 square feet in size. This project is for a parking garage. If approved, the project will be limited to what is on the approved plan.

Brian Pahle, Assistant City Manager for the City of Hendersonville stated they have been having discussions on a parking garage for quite some time now. He presented a fact sheet. In 2000 the City first engaged Walker Parking Consultants to investigate the feasibility of a parking garage in Hendersonville. Several sites were considered. In

2006 the City engaged Walker Parking Consultants to consider a parking deck on the Dogwood Parking Lot. In 2013 the City conducted a workshop and survey to get feedback concerning downtown parking issues. Parking was ranked as the #1 problem in downtown. In 2016 a comprehensive parking study was done of downtown. In the fall of 2018, the City engaged a hotel developer to construct a hotel on the Dogwood Parking Lot. This project has been put on hold. In 2019/2020 City Council discussed building a parking deck as a private entity and Walker Parking Consultants is contracted to provide design development and renderings for the parking deck on the optioned site.

Mr. Pahle stated the total parking spaces will be 253. The total height is four stories, the top level is uncovered and the total project budget is $8.4 million. They plan to have a workshop on Wednesday, and this will go before the Planning Board in September. They plan to take it to City Council in November or December. In January or February of 2021, they plan to take bids on the project with an estimated completion date of April 2022.

Thomas Reddig, Architect for the project stated they want this to fit in with the community. They are working on providing good access and visibility from 5th Avenue but also have the façade fit in with the historic character of downtown. They have looked at the alley on N. Wall Street and are making this a pleasant pedestrian experience. With more greenery, benches, native plants and lighting. They have looked at the context of the city with the openings and colors and this will determine the design of the deck. They want this building to feel like it belongs at this location. They want the building patterns to be in line with the fabric of Hendersonville. This is a four-level deck that is three stories. They are screening the parking spaces so that you cannot see the cars. They are also looking at a way to conceal the ramping from street view.

Mr. Reddig showed a presentation of the parking deck with different facades and angles from the site. He showed what the building would look like on the proposed lot. The idea is to integrate banners with listed events in the area. He also pointed out the stair tower and showed the vehicular entrance. He explained each façade and pointed out the landscaping and benches. Renderings of the building were explained, and the image of the deck and tower were explained. The adjacent building is the same height as the proposed deck. It was originally a four-story deck with five levels but has been reduced. A variety of the different views were shown.

Mr. Reddig stated the deck will function as a deck, but they worked hard to find a way to serve Hendersonville but fit in well with the look and feel of historic Hendersonville.

Mr. Heyman stated staff had received one written comment from Ralph Hammond-Green who is also attending the meeting virtually.

Ralph Hammond-Green, 1232 Hyman Avenue stated he would like to commend the architects on their renderings. He stated this property is not inside the Main Street Historic District. He suggested consideration of the bays and differentiate by using different cornice and windows which would give it a better look instead of having the look of a massive building on a lot. It seems that everything in the area is smaller buildings. He would like to differentiate the façade with different cornice and windows. He would also urge that the project be Dark Sky compliant on the outside lighting. Mr. Reddig stated that will be taken into consideration.

Ken Allen, 225 N. Main Street had concerns about the water run-off and water drainage. He stated they now have drainage problems and was worried about how far the edge of the building would be from the wall located at 411 Wall Street.

Russ Randall, Architect stated having the deck building located here where there is now only paving will significantly help the drainage. Everything will be contained under a covered deck. They do have some distance there from Wall Street and they plan to look at this concerning water drainage and any issues.

Mr. Allen stated he had been told that a wet spring is underground and the way the property adjoins, it is not a straight line. He is concerned about how far the building will be from the wall. Mr. Reddig stated the new proposed building will not be parallel to the property lines and they will look at solving the water drainage issues. Mr. Allen stated the water all drains to the corner and this causes a huge problem. Mr. Randall stated this will be controlled internally and they will look at how the water drains and they will make sure the water is collected properly. They will address all water issues.

Brenda Ramer, 511 N. Main Street stated she has the aquarium downtown and is excited about the parking deck. She likes the design of the building and the bays. The lighting is a concern because she walks out at night into the alley and there could be issues with the homeless and vagrants that frequent downtown. She does not want the homeless using this as their home base. She was also concerned about the vibrations and if this will affect the 2,000-gallon tank inside the aquarium. She would like for them to do a walk-thru of the aquarium and see if there would be any issues. She wants her fish to survive this building. Mr. Reddig stated they will evaluate so that it will not cause any damage.

Mr. Hammond-Green discussed the section along Wall Street and the catch basin going into the existing collection system. That would help with run off down Wall Street to 5th Avenue. Mr. Reddig stated some of the greenery will also help with the runoff.

Ken Fitch, 1046 Patton Street stated during one of the presentations on the parking deck it was stated that the conceptual models came from Asheville and Greenville and this town does not wish to be Asheville or Greenville. Metering of the historic district

was also discussed and with the reduction in size of the parking deck is metering necessary now? Mr. Pahle stated he does not remember the discussion about Asheville or Greenville, but they would not be comparing the deck with a larger town, they would be looking at their practices for the deck. They would still have to meter Main Street and the monies made from this would go back into the resources for Main Street.

Mr. Fitch stated the conditional zoning focuses on the compatibility with the surrounding uses and with the town being a historic, small commercial area he is not sure this fits in. There will be an impact on the businesses in the historic district. This could be a major long-term issue once it is built and he is not hearing that reality fully addressed.

Ms. Ramer stated she would like to have a ballpark idea of when the evaluation of the aquarium could be done. She would like to preserve the 2,000-gallon tank as soon as possible. Mr. Pahle stated he would talk with the construction manager and they would get in touch with her.

Mr. Fitch stated another concern is security. There will not be an attendant for the garage and with no security system in place this could be a major issue. The homeless and others could cause problems inside the garage. They need to address staffing and also the metering needs to be user friendly. Will the meters take both cash and cards because that is an issue. It would be helpful to have a chart for the metering and to also show the space between the Staton building and the garage.

Mr. Heyman asked if anyone else would like to comment. No other comments were made.

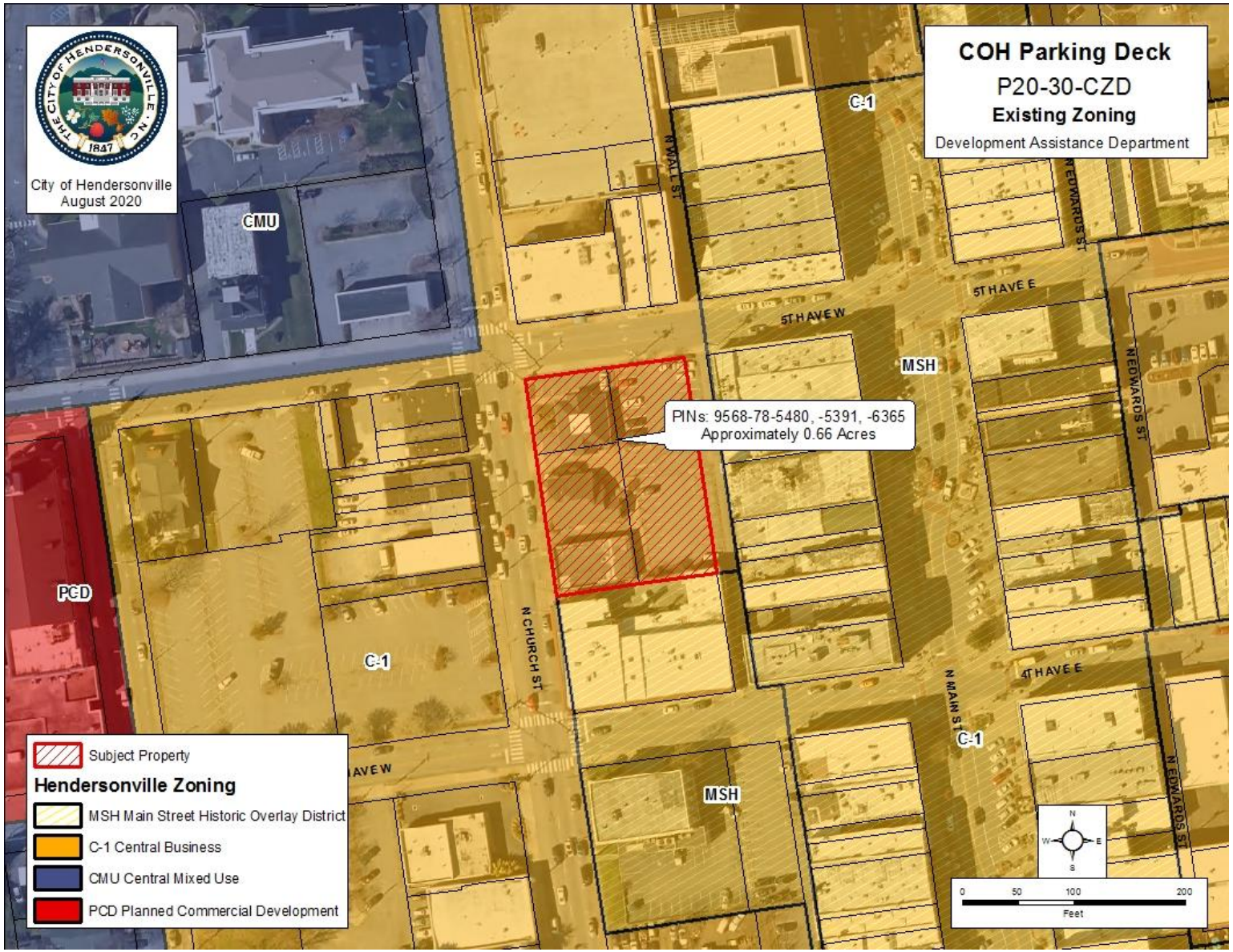
Mr. Heyman stated this concludes the meeting. He stated the next step for this project is the Planning Board and everyone that got noticed will be noticed of the Planning Board meeting as well.

With no further comments or questions, Mr. Heyman closed the meeting at 2:46 pm.

AGENDA

COH Parking Deck
P20-30-CZD
Existing Land Use
Development Assistance Department
City of Hendersonville
August 2020
First Citizens Bank
First United Methodist Church of Hendersonville
N CHURCH ST
N MAIN ST
5TH AVE E
5TH AVE W
Seasons Florist
PINs: 9568-78-5480, -5391, -6365
Approximately 0.66 Acres
Dogwood Parking Lot
N WASHINGTON ST
4TH AVE W
4TH AVE E
Mountain Deli
N EDWARDS ST
Subject Property
N
W
E
S
0
50
100
200
Feet

AGENDA


COH Parking Deck
P20-30-CZD
Existing Zoning
Development Assistance Department
City of Hendersonville
August 2020
PINs: 9568-78-5480, -5391, -6365
Approximately 0.66 Acres
CMU
C-1
MSH
PCD
N WALL ST
N CHURCH ST
N MAIN ST
N EDWARDS ST
5TH AVE E
5TH AVE W
4TH AVE E
Subject Property
Hendersonville Zoning
MSH Main Street Historic Overlay District
C-1 Central Business
CMU Central Mixed Use
PCD Planned Commercial Development
N
S
E
W
0
50
100
200
Feet

AGENDA

COH Parking Deck
P20-30-CZD
Future Land Use
Development Assistance Department
City of Hendersonville
August 2020
Urban Institutional
Downtown Core
Downtown Support
Downtown Core
PINs: 9568-78-5480, -5391, -6365
Approximately 0.66 Acres
N CHURCH ST
N WASHINGTON ST
N MAIN ST
5TH AVE W
5TH AVE E
4TH AVE E
N EDWARDS ST
Subject Property
Comprehensive Plan - Future Landuse
Downtown Core
Downtown Support
Urban Institutional
Medium Intensity Neighborhood
N
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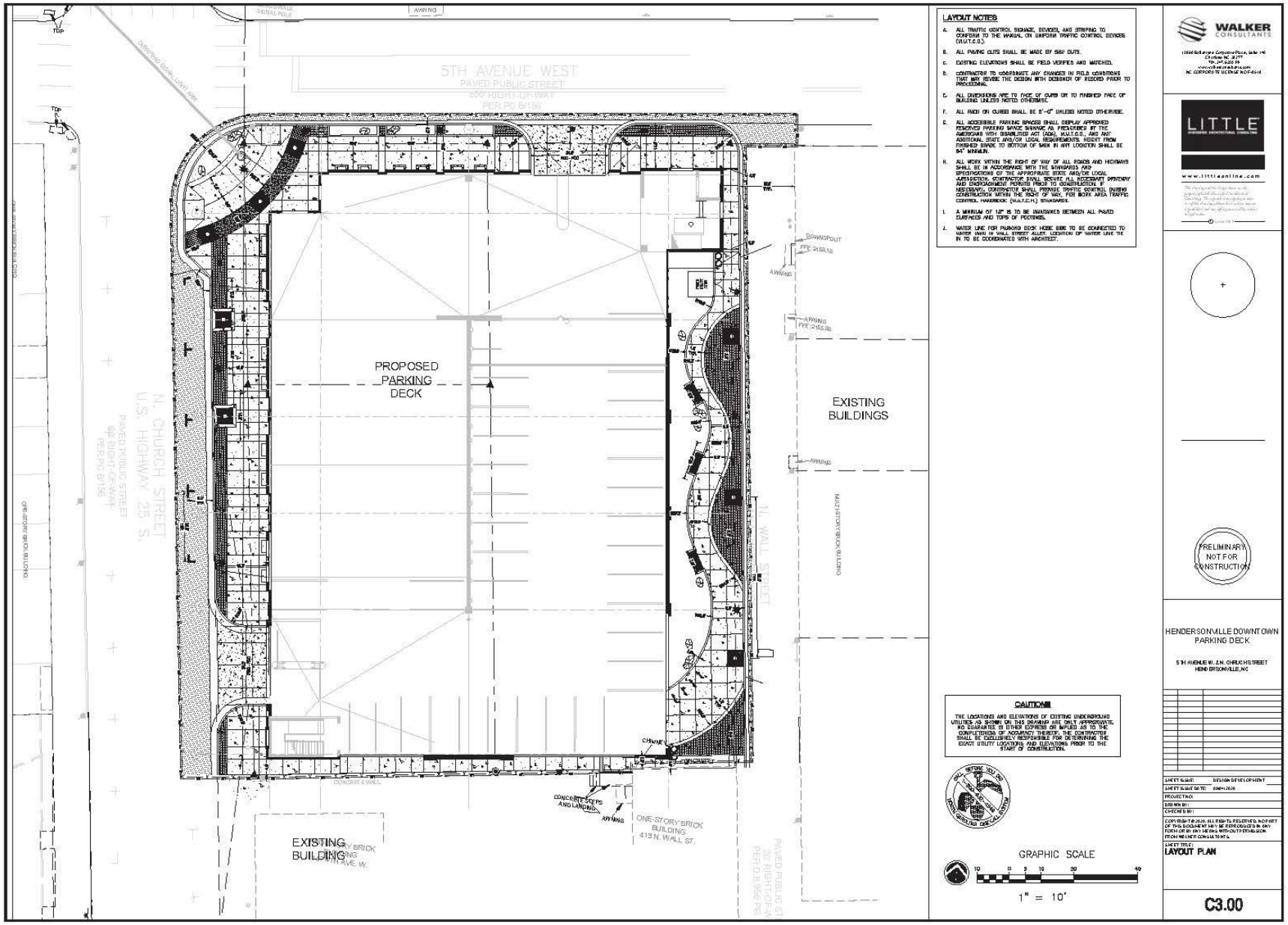
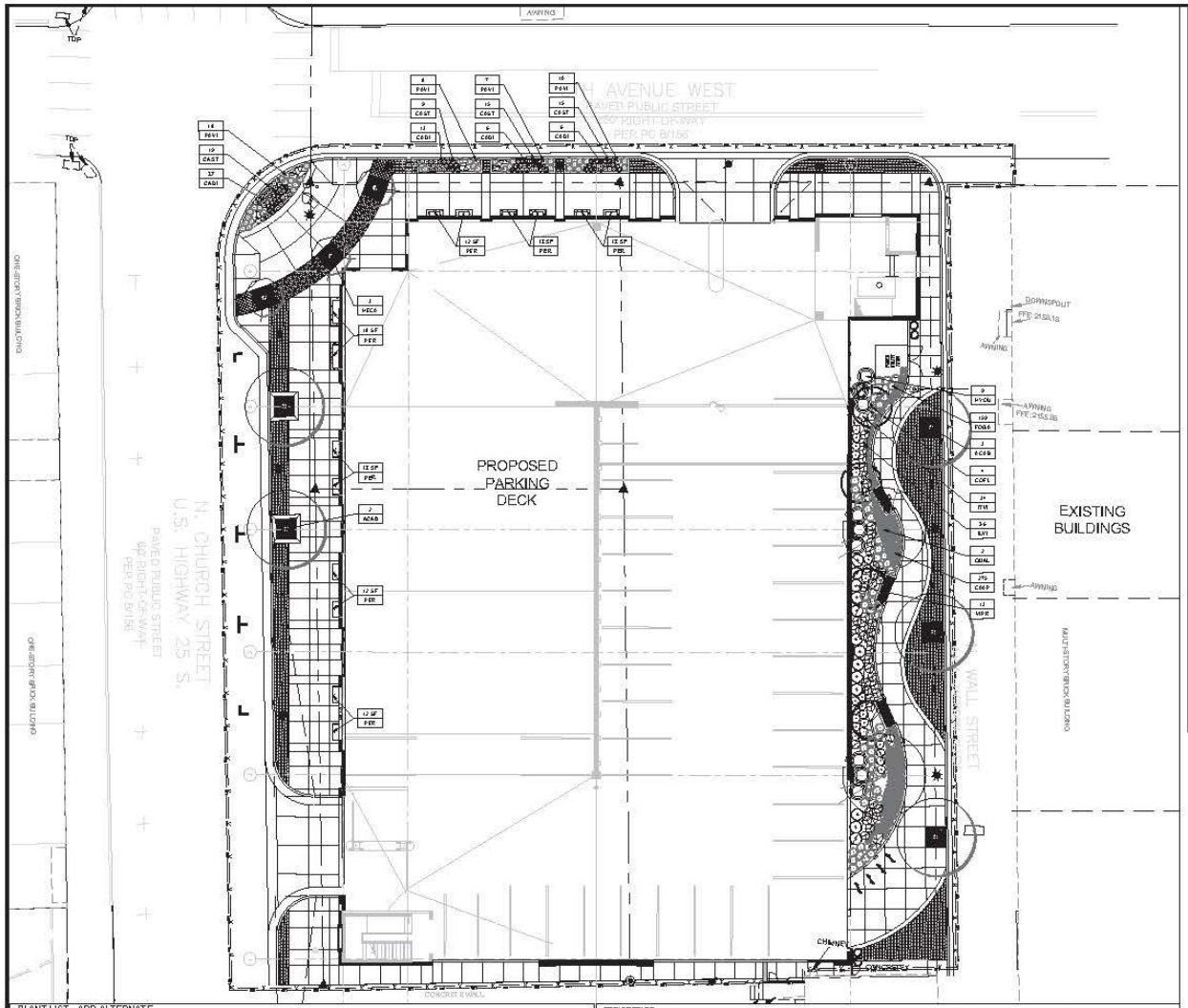

5TH AVENUE WEST
PAVED PUBLIC STREET
PER PC 8/156
N. CHURCH STREET
U.S. HIGHWAY 25 S.
PAVED PUBLIC STREET
PER PC 8/156
N. WALL STREET
PAVED PUBLIC STREET
PER D 8/56 PC
PROPOSED PARKING DECK
EXISTING BUILDINGS
EXISTING BUILDING
ONE-STORY BRICK BUILDING
419 N. WALL ST.
CONCRETE STEPS AND LANDING
AWNING
DOWNSPOUT
CHIMNEY
LAYOUT NOTES:
A. ALL TRAFFIC CONTROL SIGNAGE, DEVICES, AND STRIPING TO CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
B. ALL PAVING CUTS SHALL BE MADE BY SAW CUTS.
C. EXISTING ELEVATIONS SHALL BE FIELD VERIFIED AND MATCHED.
D. CONTRACTOR TO COORDINATE ANY CHANGES IN FIELD CONDITIONS THAT MAY REVISE THE DESIGN WITH DESIGNER OF RECORD PRIOR TO PROCEEDING.
E. ALL DIMENSIONS ARE TO FACE OF CURB OR TO FINISHED FACE OF BUILDING UNLESS NOTED OTHERWISE.
F. ALL RADII ON CURBS SHALL BE 5'-0" UNLESS NOTED OTHERWISE.
G. ALL ACCESSIBLE PARKING SPACES SHALL DISPLAY APPROVED RESERVED PARKING SPACE SIGNAGE AS PRESCRIBED BY THE AMERICANS WITH DISABILITIES ACT (ADA), M.U.T.C.D., AND ANY ADDITIONAL STATE AND/OR LOCAL REQUIREMENTS. HEIGHT FROM FINISHED GRADE TO BOTTOM OF SIGN IN ANY LOCATION SHALL BE 84" MINIMUM.
H. ALL WORK WITHIN THE RIGHT OF WAY OF ALL ROADS AND HIGHWAYS SHALL BE IN ACCORDANCE WITH THE STANDARDS AND SPECIFICATIONS OF THE APPROPRIATE STATE AND/OR LOCAL JURISDICTION. CONTRACTOR SHALL SECURE ALL NECESSARY DRIVEWAY AND ENCROACHMENT PERMITS PRIOR TO CONSTRUCTION. IF NECESSARY, CONTRACTOR SHALL PREPARE TRAFFIC CONTROL DURING CONSTRUCTION WITHIN THE RIGHT OF WAY, PER BORR AREA TRAFFIC CONTROL HANDBOOK (W.A.T.C.H.) STANDARDS.
I. A MINIMUM OF 12" IS TO BE MAINTAINED BETWEEN ALL PAVED SURFACES AND TOPS OF FOOTINGS.
J. WATER LINE FOR PARKING DECK HOSE BIBS TO BE CONNECTED TO WATER MAIN IN WALL STREET ALLEY. LOCATION OF WATER LINE TIE IN TO BE COORDINATED WITH ARCHITECT.
CAUTION!!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS OTHER EXPRESS OR IMPLIED AS TO THE CORRECTNESS OF ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.
GRAPHIC SCALE
1" = 10'
WALKER CONSULTANTS
LITTLE
www.littleonline.com
PRELIMINARY NOT FOR CONSTRUCTION
HENDERSONVILLE DOWNTOWN PARKING DECK
5TH AVENUE W. & N. CHURCH STREET
HENDERSONVILLE, NC
SHEET ISSUE: DESIGN DEVELOPMENT
SHEET ISSUE DATE: 09/04/2020
PROJECT NO:
DRAWN BY:
CHECKED BY:
COPYRIGHT © 2020. ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM OR BY ANY MEANS WITHOUT PERMISSION FROM WALKER CONSULTANTS.
SHEET TITLE:
LAYOUT PLAN
C3.00



PLANT LIST - ADD ALTERNATE

KEY	QUANTITY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	REMARKS
TREES						
BCB6	5	BETULA NIGRA 'HERITAGE'	HERITAGE RIVER BIRCH	4" CAL	B&B	14'-16' HT. MIN
CORF	4	CORNUS FLORIDA	FLOWERING DOGWOOD	2" CAL	B&B	
HECO	3	HELESIA CAROLINIANA	CAROLINA SILVERBELL	2" CAL	B&B	
QUAL	2	QUERCUS ALBA	WHITE OAK	4" CAL	B&B	
SHRUBS						
FORM	159	FOTHERGILLA GARDENIA	DWARF FOTHERGILLA	18"-24" HT. SPR.	CONT.	
HYQU	9	HYDRANGEA QUERCIFOLIA	OAKLEAF HYDRANGEA	18"-24" HT. SPR.	CONT.	
ILVI	36	ILEX VERTICILLATA	WINTERBERRY	18"-24" HT. SPR.	CONT.	
ITVI	24	ITEA VIRGINICA	VIRGINIA SWEETSPIRE	18"-24" HT. SPR.	CONT.	
VIBR	12	VIBURNUM X PRGERENSE	PRAGUE VIBURNUM	18"-24" HT. SPR.	CONT.	

GROUNDCOVER						
COEP	164 SF	CAREX OPPALOCHICA	APPALACHIAN SEDGE	PLUG	PLUG	12" O.C.
COST	164 SF	CAREX STRICTA	TUSSOCK SEDGE	PLUG	PLUG	12" O.C.
COGI	1759	CAREX ELATA 'AUREA'	BOWLES' GOLDEN SEDGE	PLUG	PLUG	24" O.C.
PEVI	141	PENNISETUM VISETUM 'HEAVY METAL'	HEAVY METAL SWITCHGRASS	18"-24" HT. SPR.	CONT.	
PERENNIALS						
PER	96	PERENNIALS	PERENNIALS	12"-18" HT. SPR.	CONT.	12" O.C.

LANDSCAPE AND PLANTING NOTES

A. MINIMUM TREE SIZE AT PLANTING IS 2" CALIPER (FOR SINGLE STEM TREES).

B. ALL MULTI-STEM PLANTS MUST BE TREE FORM, MAXIMUM 7 TO 9 TRUNKS, AND MINIMUM 8' TALL.

C. ALL NEW PLANTING AREAS (GRASS/TURF, SOD, PLANTS, TREES, SHRUBS, GROUNDCOVER, ETC.) SHALL BE FINE GRADED PRIOR TO INSTALLATION. FINE GRADING SHALL CONSIST OF UNCOMPACTED, SOIL THAT IS HAND RAKED, SMOOTH, AND FREE OF DEBRIS AND STONES, ROOTS, OR ANY OTHER MATERIAL GREATER THAN 1" IN SIZE.

D. TILL SOIL TO A DEPTH OF 3-4" FOR TREES AND SHRUBS AND 6" FOR GRASS/TURF. MIXING THE TOP 2-4" OF SOIL FOR TREES AND SHRUBS AND TOP 6" OF SOIL FOR GRASS/TURF TO MEET TOPSOIL PLANTING MIX STANDARDS AS REQUIRED BY SPECIFICATIONS.

E. CONTRACTOR IS REQUIRED TO PERFORM SOIL TESTS TO DETERMINE SOIL NUTRIENT REQUIREMENTS FOR ALL GRASS/TURF, SOD, PLANT, TREE, SHRUB, AND GROUNDCOVER AREAS. CONTRACTOR TO SUBMIT SOIL TEST TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO MOBILIZATION.

F. IN ADDITION TO THE SOIL MIXTURE, CONTRACTOR IS RESPONSIBLE FOR PROVIDING AND INSTALLING SOIL AMENDMENTS, AS INDICATED BY SOIL TESTS, AS WELL AS, AN ADEQUATE DRAINAGE SYSTEM FOR PLANTING BEDS. CONTRACTOR IS RESPONSIBLE FOR PROVIDING AN ENVIRONMENT SUITABLE FOR THE GROWTH OF HEALTHY PLANT MATERIAL. THE LANDSCAPE ARCHITECT MAY REQUIRE ADDITIONAL SOIL AMENDMENTS AND EXCAVATION OF EXISTING SOIL DURING ON-SITE OBSERVATIONS PRIOR TO OR AFTER CONSTRUCTION. REFER TO PLANTING DETAILS FOR INFORMATION ON PLANTING BED PREPARATIONS. ALL PLANTING BEDS WILL BE PROOF BY THE LANDSCAPE ARCHITECT TO DETERMINE DEPTH AND SOIL QUALITY FOLLOWING INSTALLATION.

G. ALL PLANTING BEDS AND SOD/TURF/SEEDED AREAS TO RECEIVE AN AMENDED SOIL MIXTURE. SOIL MIX SHALL BE COMPOSED OF 70% EXISTING SOIL, 10% ORGANIC MATERIAL, AND 10% SAND. SUPPLEMENT SOIL MIX WITH NITROGEN CONCENTRATION AS DETERMINED BY SOIL TEST RESULTS.

H. SITE LIGHT POLES GREATER THAN 10' TALL MUST BE A MINIMUM OF 10' AWAY FROM ALL TREES. SITE LIGHT POLES LESS THAN 10' TALL MUST BE A MINIMUM OF 10' AWAY FROM ALL TREES.

I. ENSURE ALL TREES ARE A MINIMUM OF 10' FROM ALL UNDERGROUND UTILITIES (GAS, WATER, PHONE, AND ELECTRICAL LINES). CONTACT LANDSCAPE ARCHITECT IF FIELD MODIFICATIONS ARE REQUIRED.

J. NOTIFY LANDSCAPE ARCHITECT OF ANY SITE CONDITIONS WHICH MAY NECESSITATE MODIFICATIONS TO THE APPROVED PLANS. LANDSCAPE ARCHITECT SHALL, IF NECESSARY, MAKE THE FIELD MODIFICATIONS.

K. ALL DISTURBED AREAS SHALL BE LANDSCAPED (GRASS/TURF, SOD, PLANTS, TREES, SHRUBS, GROUNDCOVER, ETC.). ALL AREAS NOT DESIGNATED AS PLANTING BEDS OR SOD ARE TO BE SEEDED WITH GRASS SEED UNTIL A PERMANENT STAND OF GRASS IS ESTABLISHED PER THE SPECIFICATIONS.

L. CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF EXISTING CONDITIONS AND PROMPTLY REPORTING ANY DISCREPANCIES TO LANDSCAPE ARCHITECT.

M. CONTRACTOR IS RESPONSIBLE FOR LOCATING ALL UTILITIES. ANY DAMAGE TO UTILITIES SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR.

N. LARGE MATURING TREES MAY NOT BE PLANTED WHERE OVERHEAD DISTRIBUTION OR TRANSMISSION LINES EXIST. IF TREES CONFLICT WITH POWER LINES, SIGNS, UNDERGROUND UTILITIES, OR ANY OTHER SITE FEATURES, CONTACT LANDSCAPE ARCHITECT BEFORE PLANTING.

O. CONTRACTOR VERIFIES THAT ALL PLANT MATERIALS AVAILABLE AS SPECIFIED WHEN BID PROPOSAL IS SUBMITTED AND SAID MATERIALS AS SPECIFIED ALSO AVAILABLE AT TIME OF INSTALLATION. NO SUBSTITUTIONS DUE TO PLANT AVAILABILITY WILL BE APPROVED.

P. PLANT SCHEDULE WAS PREPARED FOR ESTIMATING PURPOSES. CONTRACTOR SHALL MAKE OWN QUANTITY TAKEOFFS USING PLANS TO DETERMINE FINAL QUANTITIES, PROMPTLY REPORT ANY DISCREPANCIES WHICH MAY AFFECT BIDDING. GRAPHIC REPRESENTATION OF PLANTS SHALL SUPERCEDE QUANTITIES LISTED IN THE PLANT SCHEDULE.

Q. FOR ALL TREES, SHRUBS, GROUNDCOVERS AND SOD - CONTRACTOR TO APPLY A PRE-EMERGENT HERBICIDE, "PRESCRIPTION TREAT" TO ALL PLANT BED AREAS AND PROVIDE DOCUMENTATION OF QUANTITY AND PRODUCT USED TO LANDSCAPE ARCHITECT PRIOR TO FINAL PROJECT APPROVAL.

R. FOR ALL SEEDED GRASS/TURF - REMOVE WEEDS BEFORE SEEDING. WHERE WEEDS ARE PRESENT, APPLY SELECTIVE HERBICIDES TO ELIMINATE ALL WEEDS. DO NOT USE PRE-EMERGENCE HERBICIDES.

S. CONTRACTOR IS TO PROVIDE OWNER AN ESTABLISHED, HEALTHY, UNIFORM, CLOSE STAND OF GRASS, FREE OF WEEDS AND SURFACE IRREGULARITIES, WITH COVERAGE EXCEEDING 90% OVER ANY 1,000 FT AREA AND BARE SPOTS ARE NOT TO EXCEED 9 SQ INCHES.

T. ALL PLANT MATERIAL MUST BE PLANTED IN CORRELATION WITH THE APPROPRIATE GROWING SEASON OF INDIVIDUAL PLANT REQUIREMENTS. SOME PERENNIALS MAY REQUIRE A SPRING PLANTING IN ORDER TO SURVIVE A FULL WINTER DORMANCY.

U. ALL PLANT MATERIAL AND WORKMANSHIP TO BE GUARANTEED FOR ONE YEAR FROM THE DATE OF ACCEPTANCE BY THE OWNER. REPLACEMENT PLANTS SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THIS DOCUMENT AND SPECIFICATIONS. THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR DEFECTS RESULTING FROM NEGLECT BY THE OWNER, ABUSE OR DAMAGE BY OTHERS.

V. ALL STRAPPING AND TOP 1/3 OF WIRE BASKETS MUST BE CUT AWAY AND REMOVED FROM ROOT BALL PRIOR TO BACKFILLING/PLANTING PIT. REMOVE TOP 1/3 OF THE BURLAP FROM ROOT BALL.

CAUTION!!!

THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESS OR IMPLIED AS TO THE COMPLETENESS OF SUCH INFORMATION. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CALL BEFORE YOU DIG!
NORTH CAROLINA ONE CALL CENTER

GRAPHIC SCALE

1" = 10'

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HENDERSONVILLE, NC

SHEET ISSUE: DESIGN DEVELOPMENT
SHEET ISSUE DATE: 2020-09-28
PROJECT NO:
DRAWN BY:
CHECKED BY:

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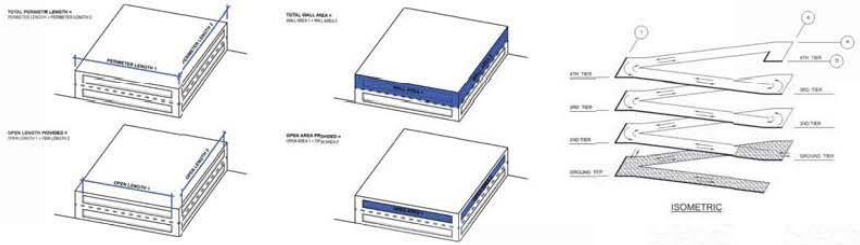
SHEET TITLE:
PLANTING PLAN

L1.00



2 NORTH ELEVATION - 5TH AVENUE WEST - OPEN AREA

OPEN AREA CALCULATIONS

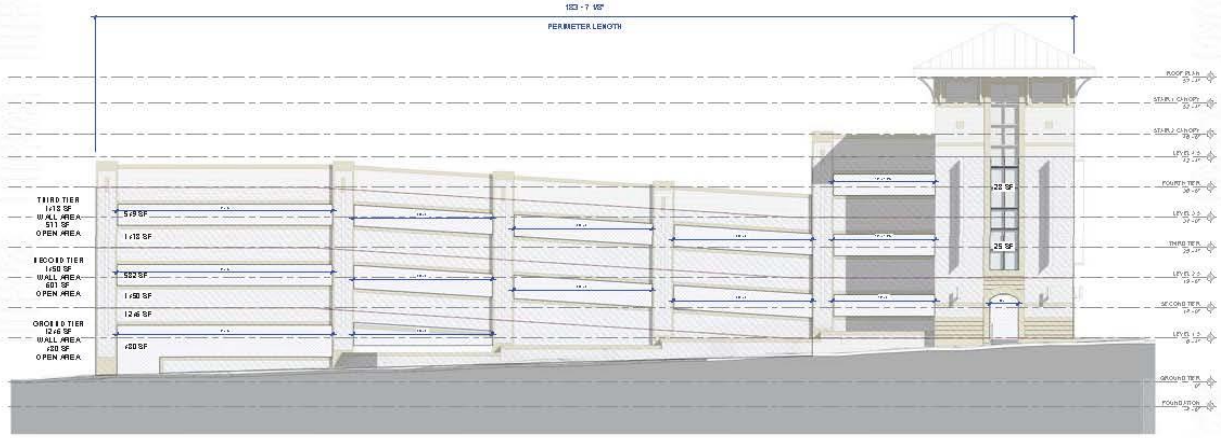
LEVEL		NORTH	EAST	SOUTH	WEST	TOTALS	REQUIRED (25%)	PROVIDED
GROUND TIER	TOTAL WALL AREA	1118	1246	1246	1621	5311	1063 s	2046
	OPEN AREA PROVIDED	420	420	504	619	2046		
SECOND TIER	TOTAL WALL AREA	1350	1450	1090	1116	5663	1132.6	1391
	OPEN AREA PROVIDED	214	601	306	269	1391		
THIRD TIER	TOTAL WALL AREA	1220	1112	1028	1651	5012	1103 s	1165
	OPEN AREA PROVIDED	211	511	301	303	1165		
FOURTH TIER	TOTAL WALL AREA	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	OPEN AREA PROVIDED							

OPEN LENGTH CALCULATIONS

LEVEL		NORTH	EAST	SOUTH	WEST	TOTALS	REQUIRED (25%)	PROVIDED
GROUND TIER	TOTAL PERIMETER LENGTH	141'-1"	123'-1"	125'-6"	132'-3"	632'-5"	253'-0"	293'-1 1/2"
	OPEN LENGTH PROVIDED	51'-11"	90'-1"	10'-0"	151'-1 1/2"	303'-1 1/2"		
SECOND TIER	TOTAL PERIMETER LENGTH	141'-1"	123'-1"	125'-6"	132'-3"	632'-5"	253'-0"	329'-1 1/2"
	OPEN LENGTH PROVIDED	42'-11"	131'-1"	10'-0"	69'-1 1/2"	332'-1 1/2"		
THIRD TIER	TOTAL PERIMETER LENGTH	141'-1"	123'-1"	125'-6"	132'-3"	632'-5"	253'-0"	342'-4 1/2"
	OPEN LENGTH PROVIDED	65'-1 1/2"	131'-1"	10'-0"	136'-9"	342'-4 1/2"		
FOURTH TIER	TOTAL PERIMETER LENGTH	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	OPEN LENGTH PROVIDED							

1. PER SECTION 411.5.2 FOR NATURAL VENTILATION PURPOSES, THE EXTERIOR SIDE OF THE STRUCTURE SHALL HAVE UNIFORMLY DISTRIBUTED OPENINGS ON TWO OR MORE SIDES. THE AREA OF SUCH OPENINGS IN EXTERIOR WALLS ON A TIER SHALL BE NOT LESS THAN 20 PERCENT OF THE TOTAL PERIMETER WALL AREA OF EACH TIER. THE ADDRESSABLE LENGTH OF THE OPENINGS CONSIDERED TO BE PROVIDING NATURAL VENTILATION SHALL BE NOT LESS THAN 40 PERCENT OF THE PERIMETER OF THE TIER. INTERIOR WALLS SHALL BE NOT LESS THAN 20 PERCENT OPEN WITH UNIFORMLY DISTRIBUTED OPENINGS.
2. PER 411.5.2 EXCEPTION: "OPENINGS ARE NOT REQUIRED TO BE DISTRIBUTED OVER 40 PERCENT OF THE BUILDING PERIMETER WHERE THE REQUIRED OPENINGS ARE UNIFORMLY DISTRIBUTED OVER TWO OPPOSING SIDES OF THE BUILDING
3. PERCENT OPEN AREA OF PERFORATED METAL INFILL PANEL (W HERE OCCURS) FACTORED IN AS PART OF OPEN AREA CALCULATIONS.

WALL AREA OPEN AREA 50% OPEN AREA



1 EAST ELEVATION - NORTH WALL STREET - OPEN AREA

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5TH AVENUE W. & N. CHURCH STREET
HENDERSONVILLE, NC

NO.	DATE	DESCRIPTION
		REVISIONS

SHEET ISSUE: DESIGN DEVELOPMENT
SHEET ISSUE DATE: 09/04/2020
PROJECT NO: 17-2-0011.00
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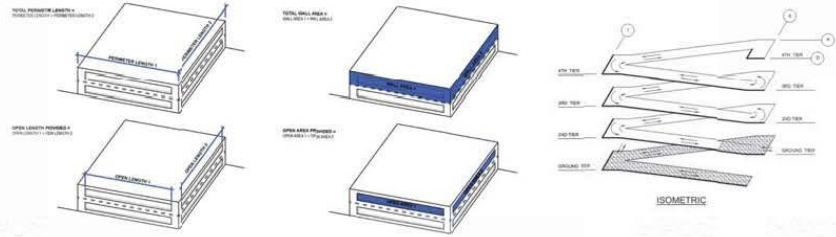
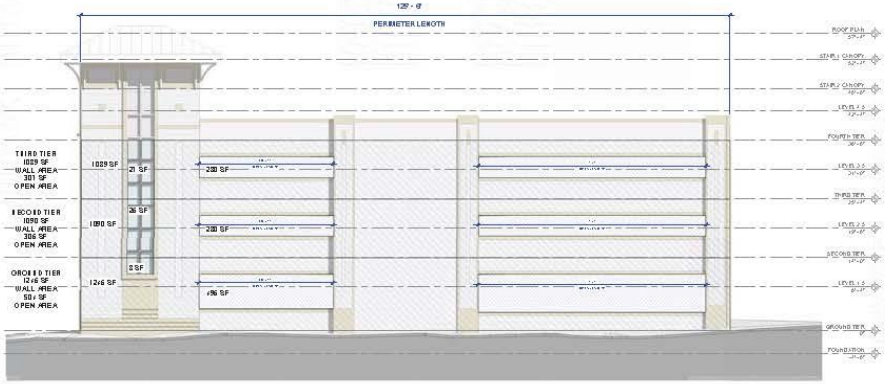
SHEET TITLE:
ELEVATIONS - OPEN AREA CALCULATIONS

A204





1 SOUTH ELEVATION - OPEN AREA
A205

OPEN AREA CALCULATIONS

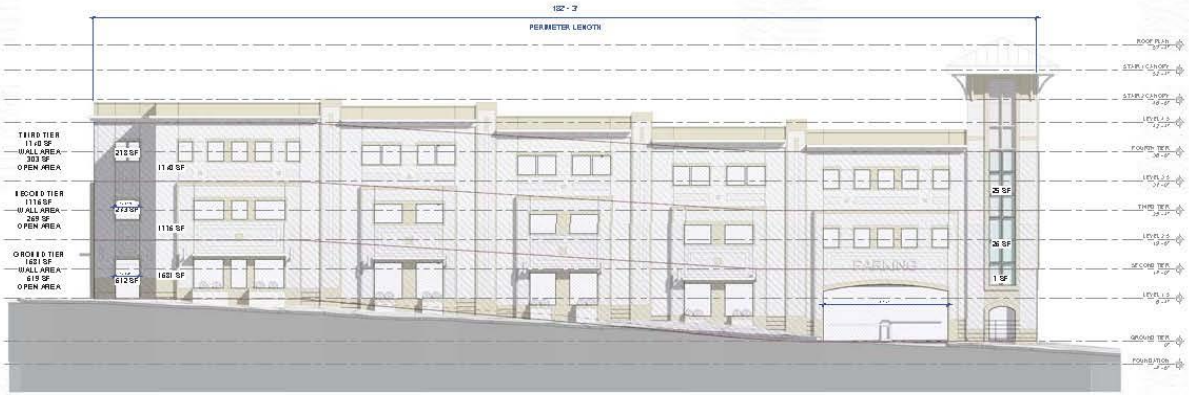
LEVEL		NORTH	EAST	SOUTH	WEST	TOTALS	REQUIRED (20%)	PROVIDED
GROUND TIER	TOTAL WALL AREA	1118	1246	1246	1621	5311	1063.2	2046
	OPEN AREA PROVIDED	230	250	50.4	619	2046		
SECOND TIER	TOTAL WALL AREA	1350	1450	1098	1116	5013	1132.6	1391
	OPEN AREA PROVIDED	217	601	306	269	1391		
THIRD TIER	TOTAL WALL AREA	1254	1418	1609	1691	5572	1102.4	1464
	OPEN AREA PROVIDED	211	511	301	303	1464		
FOURTH TIER	TOTAL WALL AREA	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	OPEN AREA PROVIDED							

OPEN LENGTH CALCULATIONS

LEVEL		NORTH	EAST	SOUTH	WEST	TOTALS	REQUIRED (20%)	PROVIDED
GROUND TIER	TOTAL PERIMETER LENGTH	141'-1"	123'-1"	125'-0"	152'-3"	632'-5"	253'-0"	297'-1 1/2"
	OPEN LENGTH PROVIDED	51'-11"	90'-1"	10'-0"	145'-1 1/2"	297'-1 1/2"		
SECOND TIER	TOTAL PERIMETER LENGTH	141'-1"	123'-1"	125'-0"	152'-3"	632'-5"	253'-0"	329'-1 1/2"
	OPEN LENGTH PROVIDED	48'-11"	131'-1"	10'-0"	139'-1 1/2"	329'-1 1/2"		
THIRD TIER	TOTAL PERIMETER LENGTH	141'-1"	123'-1"	125'-0"	152'-3"	632'-5"	253'-0"	342'-1 1/2"
	OPEN LENGTH PROVIDED	65'-1 1/2"	131'-1"	10'-0"	136'-1"	342'-1 1/2"		
FOURTH TIER	TOTAL PERIMETER LENGTH	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	OPEN LENGTH PROVIDED							

1. PER SECTION 411.5.2 FOR NATURAL VENTILATION PURPOSES, THE EXTERIOR SIDE OF THE STRUCTURE SHALL HAVE UNIFORMLY DISTRIBUTED OPENINGS ON TWO OR MORE SIDES. THE AREA OF SUCH OPENINGS IN EXTERIOR WALLS ON A TIER SHALL BE NOT LESS THAN 20 PERCENT OF THE TOTAL PERIMETER WALL AREA OF EACH TIER. THE AGGREGATE LENGTH OF THE OPENINGS CONSIDERED TO BE PROVIDING NATURAL VENTILATION SHALL BE NOT LESS THAN 40 PERCENT OF THE PERIMETER OF THE TIER. INTERIOR WALLS SHALL BE NOT LESS THAN 20 PERCENT OPEN WITH UNIFORMLY DISTRIBUTED OPENINGS.
2. PER 411.5.2 EXCEPTION: "OPENINGS ARE NOT REQUIRED TO BE DISTRIBUTED OVER 40 PERCENT OF THE BUILDING PERIMETER WHERE THE REQUIRED OPENINGS ARE UNIFORMLY DISTRIBUTED OVER TWO OPPOSING SIDES OF THE BUILDING
3. PERCENT OPEN AREA OF PERFORATED METAL INFILL PANEL (WHERE OCCURS) FACTORED IN AS PART OF OPEN AREA CALCULATIONS.

WALL AREA | OPEN AREA | 50% OPEN AREA



2 WEST ELEVATION - NORTH CHURCH STREET - OPEN AREA
A205

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SHEET TITLE:
ELEVATIONS - OPEN AREA CALCULATIONS

A205

1 3D View 1

2 3D View 2

3 3D View 3

4 3D View 4

5 3D View 5

6 3D View 6

7 3D View 7

8 3D View 8

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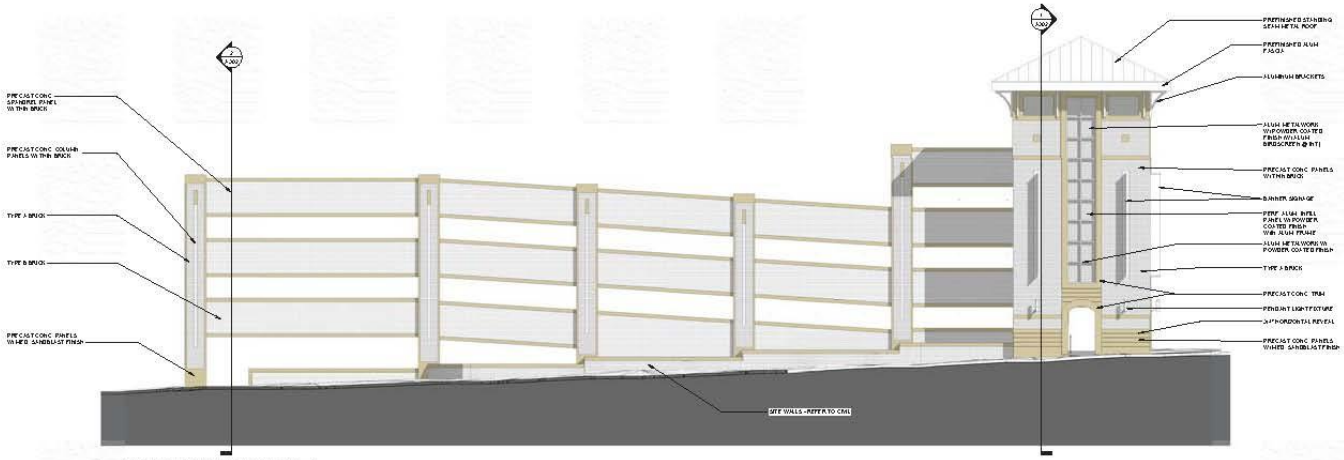
SHEET TITLE:
EXTERIOR VIEWS

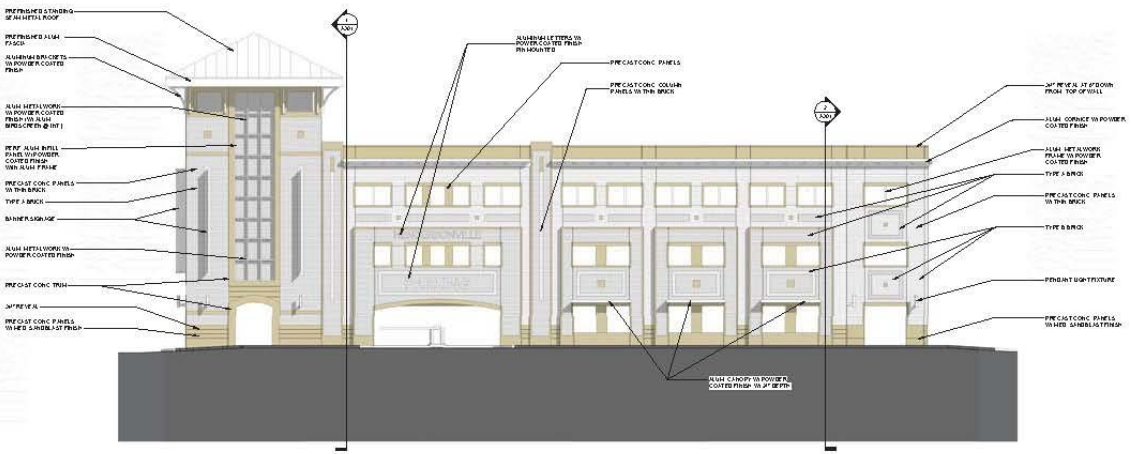
A904

AGENDA

NOTES:
1. TWO BRICK COLORS TO BE USED AS SHOWN IN RENDERINGS
2. BRICK PATTERNS OF PANELS WILL BE DEVELOPED



1 / A201 EAST ELEVATION - NORTH WALL STREET
1/8" = 1'-0"



2 / A201 NORTH ELEVATION - 5TH AVENUE WEST
1/8" = 1'-0"

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HENDERSONVILLE, NC

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		REVISIONS

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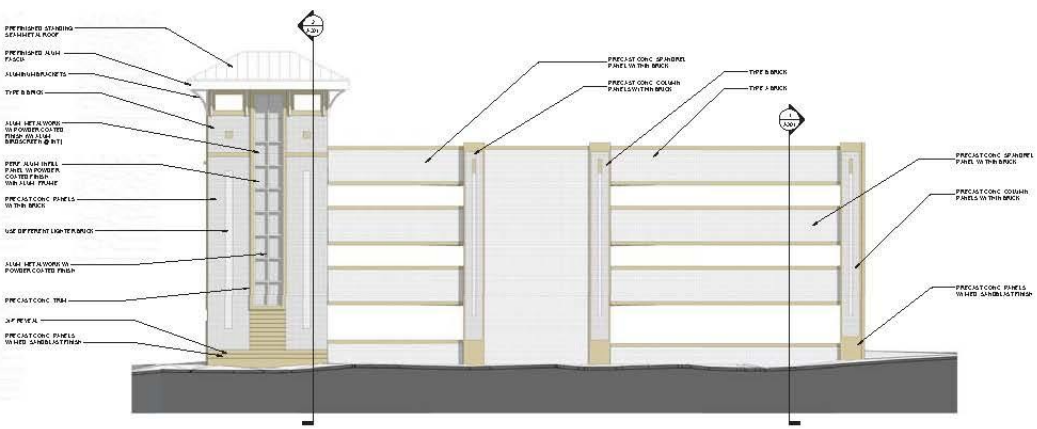
SHEET TITLE:
EXTERIOR BUILDING ELEVATIONS

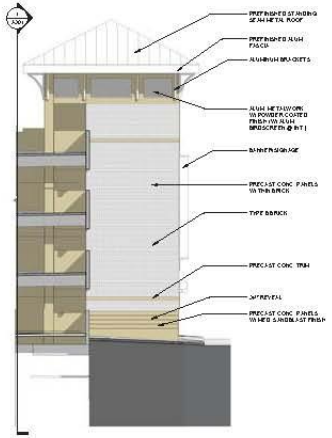
A201

NOTES:
1 TWO BRICK COLORS TO BE USED AS SHOWN IN RENDERINGS
2 BRICK PATTERNS OF PANELS WILL BE DEVELOPED

1 A202 WEST ELEVATION - NORTH CHURCH STREET
1/8" = 1'-0"



2 A202 SOUTH ELEVATION
1/8" = 1'-0"



3 A202 SOUTH ELEVATION 2
1/8" = 1'-0"

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Mark Little

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HENDERSONVILLE, NC

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SHEET TITLE
EXTERIOR BUILDING ELEVATIONS

A202

AGENDA

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Lew Holloway

Department: Community Development

Date Submitted: 9/18/2020

Presenter: Tyler Morrow

Title of Item: 303 Chadwick Avenue Conditional Rezoning District

Nature of Item: Council Action

Council Meeting Date: 10/01/2020

Summary of Information/Request:

Item # 8A

The City is in receipt of a Conditional Rezoning application from James Noble for the development of three single family dwellings on a 0.71-acre lot. The subject property is identified as parcel number 9568-93-6593 and is currently vacant. The applicant is requesting to rezone the subject property from C-3 SU, Highway Business Special Use to C-3 CZD, Highway Business Conditional Zoning District.

On May 14th, 1998, City Council at its regular meeting rezoned the subject property from R-15 Medium Density Residential to C-3 SU to allow the property owner to operate a florist shop out of the existing single-family structure. The rezoning was approved with the following conditions: 1) The operation would be housing in the existing residential structure. 2) no additional structures could be added to the property. 3) advertising would be limited to 1 sign 12 square feet in area.

Mr. Noble started the conditional rezoning process in October of 2019. His original plan had 6 single family homes on the subject property. Following the neighborhood compatibility meeting held on November 13th, 2019, Mr. Noble postponed his application. The minutes from the November 13th neighborhood compatibility meeting are on page 11 of your memo. A new Neighborhood Compatibility meeting was required on July 27th, 2020 by the City for this project, additional details can be found on page 3. On September 3rd, 2020 Mr. Noble presented a site plan to City Council which included four homes. Following discussion Mr. Noble agreed to revise additional elements of the site plan and return in October.

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:

Please see suggested motions on Page 5 of the attached memo

Attachments:

303 Chadwick Conditional Zoning District Rezoning (P20-28-CZD)

AGENDA

Ordinance #20-0571

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

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 9568-93-6593 from C-3 SU, Highway Business Special Use to C-3 CZD, Highway Business Conditional Zoning District.

2. The site plan as submitted by the applicant, James Noble (revised September of 2020) is approved. Development of the subject parcel shall occur in accordance with the site plan and rezoning and shall be subject to the site limitations and conditions stipulated on the List of Uses and Conditions.

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

Adopted by the City Council of the City of Hendersonville this 1st day of October 2020.

_____
Barbara G. Volk, Mayor, City of Hendersonville

Attest:

_____
Angela L. Reece, City Clerk

AGENDA

Approved as to form:

_____
Angela S. Beeker, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, Amy H. Knight, a Notary Public in Henderson County, State of North Carolina, do hereby certify that Barbara G. Volk in her capacity of Mayor of the City of Hendersonville; Angela L. Reece, in her capacity of City Clerk; and Angela S. Beeker, in 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

AGENDA

M E M O R A N D U M

TO: Honorable Mayor and City Council

FROM: Community Development Department – Planning Division

RE: 303 Chadwick Ave. Rezoning

FILE #: P20-28-CZD

DATE: October 1st, 2020

PROJECT DESCRIPTION

The City is in receipt of a Conditional Rezoning application from James Noble for the development of three single family dwellings on a 0.71-acre lot. The subject property is identified as parcel number 9568-93-6593 and is currently vacant. The applicant is requesting to rezone the subject property from C-3 SU, Highway Business Special Use to C-3 CZD, Highway Business Conditional Zoning District.

On May 14th, 1998, City Council at its regular meeting rezoned the subject property from R-15 Medium Density Residential to C-3 SU to allow the property owner to operate a florist shop out of the existing single-family structure. The rezoning was approved with the following conditions: 1) The operation would be housing in the existing residential structure. 2) no additional structures could be added to the property. 3) advertising would be limited to 1 sign 12 square feet in area.

Mr. Noble started the conditional rezoning process in October of 2019. His original plan had 6 single family homes on the subject property. Following the neighborhood compatibility meeting held on November 13th, 2019, Mr. Noble postponed his application. The minutes from the November 13th neighborhood compatibility meeting are on page 11 of your memo. A new Neighborhood Compatibility meeting was required on July 27th, 2020 by the City for this project, additional details can be found on page 3. On September 3rd, 2020 Mr. Noble presented a site plan to City Council which included four homes. Following discussion Mr. Noble agreed to revise additional elements of the site plan and return in October.

EXISTING LAND USE & ZONING

The subject property is currently zoned C-3 SU, Highway Business Special Use and is vacant.

Parcels to the north are zoned R-15 Medium Density Residential and C-3 Highway

business and contain residential and commercial uses. Parcels to the east and south are zoned R-15 and include residential uses. Parcels to the west are zoned R-15 Medium Density Residential and C-3 Highway business. Surrounding land uses and zoning districts are shown on the "Existing Land Use Map" and "Existing Zoning Map" on page 14 and 15.

COMPREHSIVE 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 recommended primary and secondary land use in Medium Intensity Neighborhood are as follows:

<u>Recommended Primary Land Uses:</u>
- Single-family attached and detached residential
- Open space

<u>Recommended Secondary Land Uses:</u>
- Limited multi-family residential along roadways designated as Boulevards or Major Thoroughfares on the Future Land Use Map
- Planned Residential Developments
- Local public and institutional uses
- Recreational amenities

<u>High Intensity Neighborhood Development Guidelines:</u>
- Two to eight units per gross acre
- At least 60% open space in new developments on three or more acres
- Architectural guidelines to encourage compatibility when different housing types abut one another (e.g. similar building height, massing, roof pitch, and rhythm of windows and façade detailing)
- Encouragement of walkable neighborhood design, as described under Goal PH-3 in Chapter 2

The 2030 Comprehensive Plan's Future Land Use Map designates parcels to the north as Neighborhood Activity Center and Medium Intensity Neighborhood. Parcels to the east are designated as Medium Intensity Neighborhood. Parcels to the south are designated as Medium Intensity Neighborhood. Parcels to the west are designated Neighborhood Activity Center.

The 2030 Comprehensive Plan's Future Land Use Map is located on page 16.

PLAN REVIEW:

Buildings
The site contains 3 single family structures. The building envelop for these structures are 1,500 square feet.

Lot Size
The average lot size shown on the site plan is 10,255 square feet.

Entrance
Two of the homes would access their driveways off of Chadwick Ave. One house would access their drive from Narva Road.

Sidewalks
Sidewalks will be provided on the subject property's frontage on Narva Road and Chadwick Ave.

NEIGHBORHOOD COMPATIBILITY

Due to the length of time between the November Neighborhood Compatibility meeting and the plan being updated, the City required the applicant to attend a new neighborhood compatibility meeting. This meeting was held on July 27th, 2020. Notice was provided by U.S. mail to the owners of record of all property situated within 400 feet of the subject property as required by the Zoning Ordinance.

Several people representing the public attended the meeting in person as well as virtually. They had questions concerning density, traffic, stormwater runoff and flooding. A copy of the neighborhood compatibility report accompanies this memorandum on page 7.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on August 10th, 2020. The Planning Board voted 3-2 to recommend City Council not adopt an ordinance amending the official zoning map of the City of Hendersonville changing the subject property from C-3 SU, Highway Business Special Use to C-3 CZD, Highway Business Conditional Zoning District for the following reasons:

- Traffic concerns
- Density issues
- Additional flooding issues

Following the Planning Board meeting Mr. Noble submitted a revised site plan, which is for your review on page 20. The plan that Planning Board reviewed is on page 21. Following comments from the public and Planning Board's recommendation Mr. Noble made the following changes to his site plan.

1) Proposed homes have been moved closer to the center of each property.

2) Approximately 1,257 square feet has been removed from Lot 1.

3) An average of approximately 418 square feet has been added to lots 2,3,4.

4) Proposed driveways for lots 2,3,4 have been moved to side of each property and provide parking/turnaround capabilities at the rear of the property.

City Council took up this matter at its regular meeting on September 3rd, 2020. Upon review of the revised site plan and general discussion Mr. Noble agreed to submit a site plan with additional revisions for review at the October City Council meeting. The site plan reviewed on September 3rd, 2020 is on page 20. The revised plan received September 18th, 2020 is on page 19. Mr. Noble made the following changes to his site plan.

1) Total proposed units have been reduced by one, from four to three.

2) Building footprints have been increased by 120 square feet to 1,500 square feet.

3) Lot sizes have been increased by an average 2,534 square feet to 10,225 square feet.

4) A proposed vegetative buffer or 8' privacy fence has been added along the south-east, east and northeast edges of the parcels. This covers the edges of the property which border adjacent residential lots.

5) A proposed ditch has been added between lots 2 and 3.

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 City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of the subject property from C-3 SU, Highway Business Special Use to C-3 CZD, Highway Business Conditional Zoning District., based on the site plan submitted by the applicant and subject to the limitations and conditions stipulated on the Published List of Uses and Conditions, 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 City Council not adopt an ordinance rezoning the subject property for the following reasons:

[PLEASE STATE YOUR REASONS]

IN RE: 303 Chadwick Ave. Rezoning (File # P20-28-CZD)

List of Uses & Conditions

I. Stipulated Uses:

Only the following uses are authorized for the referenced development:

- Residential dwellings, single-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:

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.

James Noble

Signature:_____

Printed Name:_____

Date:_____

Planning Report
Neighborhood Compatibility Meeting - **Electronic**
Application for a Conditional Zoning District
303 Chadwick Avenue File # P20-28-CZD
Monday, July 27, 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 members of the public, the applicant and four City staff were in attendance. The following were in attendance:

Name	***Address***	***Name***	***Address***
James Noble (app)			
David Drake	1006 Carousel Lane		
Jim Kane	1050 Carousel Lane		
Lynne Williams	309 Chadwick Avenue		
Susan Frady	staff		
Daniel Heyman	staff		
Tyler Morrow	staff		
Allison Justus	staff		
Terri Swann	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 stated comments were accepted via publicinput.com. He asked that anyone wanting to speak come forward one at a time due to social distancing and state your name and address for the record. The Planning Board will meet the second Monday in August and the City Council will meet the first Thursday in September. A previous Neighborhood Compatibility meeting was held in November but due to the site plan changes and the time, staff decided another meeting was needed. The minutes from the previous meeting will also go to the Planning Board and City Council along with the minutes from this meeting.

Mr. Heyman explained the process for the electronic meeting and how everyone would have a chance to make comments.

Mr. Heyman stated this property is currently zoned C-3SU, Highway Business Special Use. The special use was for a florist and retail. The rezoning is for a conditional zoning district. The proposed rezoning is C-3 CZD, Highway Business Conditional Zoning District for the development of four single-family dwellings. The land surrounding the property is zoned R-15, Medium Density residential and the property across the street is zoned C-3, Highway Business. If approved they will be limited to what is on the site plan.

Mr. Heyman read the written comments. Written comments were received from Caroline Beamer, Edward Serrano, Andrea Corn, David Drake, Richard Adelmann, and Noah Rose. The concerns were storm water and run-off, flooding in the area, dangerous situations with the three driveways and

backing into traffic, the narrow curve, drainage issues, too much density for this area and how two homes would be enough for that property. There were also concerns about wildlife preservation.

Mr. Heyman stated they would take callers comments now.

Joseph Williams and his wife Sandy, 309 Chadwick Avenue. Mr. Williams stated he would like for the zoning to stay R-15. He stated there are drainage issues and to build over a property that already floods would only create more of a drainage problem. What Mr. Noble is requesting is just too much density. He also feels the property lines are not correct. Ms. Williams stated the traffic is already bad in this area. She would like to see the speed limit lowered from 35 mph to 20 mph. The noise will also be increased and she would like to see the zoning stay the same. Mr. Williams stated he has expressed his concerns in writing to Mr. Heyman.

Mr. Noble stated he has had the property surveyed twice and he can show this to Mr. Williams. The property lines are accurate. He plans to control the water run-off. He has been out when it has rained and has seen the drainage issues. This property is not in the floodplain. He will be adding landscaping and will control the water the best way he can. He has been a lifelong resident of North Carolina and lived his whole life in Hendersonville. He was the HOA president for Brooklyn Manor for several years and they had to address speed in that neighborhood. He plans to live in one of these homes.

David Drake, 1006 Carousel Lane stated he understands wanting to develop real estate, but he is concerned about the density for the project. Some discussion was made about the size of the lots. Mr. Noble stated some were 9,000 square feet and some were a little over 7,000 square feet. The homes will range in size from 1,200 sq. ft. to 1,400 sq. ft. They will be single story with a bonus room. Mr. Drake asked about garages on the property. Mr. Nobel stated he does plan to build garages and he is looking at putting them in the rear. Mr. Drake was concerned about the 20-foot driveway and not having enough room to get out. They will have to back out onto Chadwick Avenue which is very dangerous. Mr. Noble stated there is enough room to get onto Chadwick Avenue safely. Mr. Drake stated from the edge of the structure to the property line there is only 8 feet. This only leaves 16 feet for the driveway. Mr. Noble stated he will have to adjust the garages and driveways. Mr. Drake asked if he plans to construct four houses. Mr. Noble stated yes. Mr. Drake stated he does not see how four houses will fit.

Jim Kane, 1050 Carousel Lane stated he has lived here 25 years. He feels that two homes with at least 100 feet in width is plenty for this property. He would like to see only two homes built as this would fit into the neighborhood better. They will be adding curb to an already narrow road that will create more problems. There have been a couple of close calls in the narrow curve on Chadwick Avenue. Everyone in the neighborhood would like to see the homes dropped from four to two and keep 100 feet in frontage for each home. The drainage on that whole corner has been a mess for a long time. Again, the majority of the people would like to see two homes with 100-foot frontage which is more appropriate and will maintain the integrity that has been there for 25 to 30 years.

Mr. Williams stated there was a discrepancy in the legal description and what is on the plat map. He also agrees with what the previous neighbors said. His home was built in 1935 and he has lived there since 1952 and the width on his property is 85 feet. He feels four homes is just too dense for this area.

Andrea Corn stated she owns Premier Accounting across the street. She asked Mr. Noble if the homes would be stick built or modular. Mr. Noble stated stick built. Ms. Corn asked if the homes would have front porches. Mr. Noble stated yes. Ms. Corn asked if he plans to install the sidewalk or if the city is doing that. Mr. Noble stated he will install the sidewalk as this is a city requirement for new construction. Ms. Corn asked what the price range is for the homes. Mr. Noble stated $200,000.

Ken Fitch, 1046 Patton Street stated he does not live in the area, but the issue is changing the surface from pervious to impervious. The issue is the ditch on the east side and it not handling the run-off. This will change how the water runs in the area and could cause an even bigger drainage problem. The driveways can handle two cars but how will they handle more cars than that? Also, for staff, would changing the garages restart the whole process? There is also a huge tree in the rear yard that he is concerned about.

Mr. Noble stated the huge in the rear sits directly on the property line he shares with the Swanners. There is no plan to remove this tree.

Mr. Heyman stated it is hard to comment about changes to the site plan without a plan to review. Small lot adjustments would not require the process to restart but an increase in density would.

Mr. Noble stated the ditch on his side between him and Mr. Williams would be improved. He is talking with his developer on ways to improve the ditch and the run-off. He can fix some of the problems but if the culvert was maintained properly and cleaned out, this would eliminate some of the problem. Mr. Noble stated he wants to add to the neighborhood with the look and feel of the homes.

Mr. Williams stated the plan shows the home being built over the ditch. Mr. Noble stated the ditch is on his property and he has no desire to remove the hedge between the two properties. He will keep the swell to his side of the property and guide the water to the culvert area. Mr. Williams stated he needs to be careful to make sure this works, and he also talked about keeping the ditch clear. Mr. Noble stated he will keep the property line and lots maintained and this will improve the drainage into the culvert.

Lynne Williams, 309 Chadwick Avenue stated her family has been here over 70 years. She wanted to state for the record that she did not receive the letter notifying her of the meeting until Thursday and that was only four days before the meeting. She also stated the zoning of her property was wrong on the maps (site plan). She stated the city continues to push development which is putting the health of the public at risk due to Covid 19. She stated her grandfather put in the vegetative buffer and she wants the plants to be preserved and the buffer to remain. She would like for the alley to remain closed in the area and she would like for the R-15 zoning to remain. She sent Mr. Heyman information for him to review and also submitted a traffic study. The study shows 100 cars per hour which is over 1,000 cars a day. She submitted a diagram of the flooding on Chadwick Avenue. She has spoken to someone from Public Works and they stated the flooding has gotten worse since the pine trees were taken out on

another property. She was told by the city that land under an acre is not regulated for stormwater, but she feels this property is actually an acre and should be regulated. She believes this will need special consideration. Photos were shown of the drainage. Ms. Williams stated Ms. Rose has an underground spring in her basement, this runs under her property and into Mud Creek. The water needs to be dispersed correctly as it will be going into the creek. She stated a rep for the city is coming out to discuss the public alley with her tomorrow. She does agree with the other residents and feels four houses is just too dense. In the R-15 zoning, two houses would be permitted. This property is not in the floodplain, but the floodplain does exist about 20 to 30 feet away. She would like to see affordable work force housing in the area. There is also a natural habitat there and she would like to see the wildlife protected. She would like her right to privacy protected and maintain their quality of living. She also discussed the distance from the homes and the setback from the property line.

Mr. Noble stated he had Mr. Hill get away as far as he could from the setback line with the footprint of the homes. He isn't set on the size of the homes and this could be changed. The houses could be longer and deeper in the back.

Mr. Drake stated it is hard to come to these meetings with all these changes. Mr. Noble stated he is open to input and is not changing anything, he is trying to work with the neighbors to make this project happen. There was some question about the homes being single story homes. Mr. Noble stated the homes would have a bonus room. His intention is not to just walk away from the project once complete, he plans to live there as well.

Mr. Noble was asked what would happen if he builds the four homes and the drainage doesn't work. Mr. Noble stated he will have a plan in place and will work with the city to improve and control the water as best as he can. Maintaining the culvert and keeping it clean and free of debris is very important. Yes, it floods in the area, but it floods in the area before this house plan was even submitted. He plans to work with the city based on his approval.

Mr. Drake stated he was trying to see where the project goes from here and whether it is denied or passed. Mr. Heyman stated this is an informal meeting with the neighbors to get information on the proposed project. This is the first step in a three-step process. The next meeting will be with the Planning Board on the second Monday at 4:00 pm. Residents will be able to give their comments to the Planning Board. The Planning Board will then make a recommendation to City Council. City Council will meet the first Thursday of the month. They will make a final decision on the project. Residents can attend the City Council meeting or participate via zoom. In the current state of emergency, the meetings will be held in much the same way as this one. They will be able to submit written comments to City Council. State law and the ordinance requires the Planning Board to give a recommendation to City Council,

Mr. Heyman stated they have no official stance on this project. The city has ordinances and guidelines that must be followed.

Mr. Noble stated affordable housing is needed in Hendersonville and he feels his homes will add value to the neighborhood. The residents have stated they want affordable housing, but it appears just not on his property.

Mr. Heyman asked if there were anymore questions. 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 2:56 pm.

Planning Report
Neighborhood Compatibility Meeting
Application for a Conditional Zoning District
303 Chadwick Avenue File # P19-35-CZD
Wednesday, November 13, 2019 2:30 p.m.

Daniel Heyman, Planner, convened the compatibility meeting at 2:30 pm in the Assembly Room of the City Operations Center. Approximately seven members of the public, one application representative and two City staff were in attendance. The follow signed in:

Name	***Address***	***Name***	***Address***
Whitney Staton (app)	112 N. Washington St.	Terri Swann	staff
Andrea Corn	304 Chadwick Avenue		
Edward Serrano	404 Balsam Road		
Carolyn Serrano	404 Balsam Road		
Jim Kane	1050 Carousel Lane		
David Drake	1006 Carousel Lane		
Craig Long	1046 Carousel Lane		
Lynne Williams	309 Chadwick Avenue		
Daniel Heyman	staff		

Mr. Heyman opened the meeting explaining this is the first step in a three-step process. He explained the conditional rezoning process adding anyone who received notice of this meeting would receive notice of the City Council Public Hearing. Minutes of this meeting will be forwarded to Planning Board and City Council. Mr. Heyman said the soonest this project could go before the Planning Board would be December or January and City Council could hear the project in January or February. Mr. Heyman stated the property is currently zoned C-3, Highway Business Special Use which would allow retail such as a gift shop and a flower shop. The applicant is proposing to rezone the property to a conditional zoning district for the construction of 4 to 6 single family homes.

Whitney Staton stated she was there representing Mr. Noble. She is the attorney assisting Mr. Noble on the project. They would like to develop the property with 1,200 to 1,500 square foot single family homes. The plan is for 4 to 6 homes. She can answer any questions from the public.

Andrea Corn owns a business at 303 Chadwick Avenue. She asked if this proposal meets all the requirements of the ordinance. Ms. Staton stated they are working on a couple of different proposals but anything they develop will have to meet the required setbacks.

Ed Serrano, Balsam Road asked if they only plan to demolish the existing home. Ms. Staton stated they plan to tear down all structures on the property but will leave the trees.

Craig Long asked what the setback requirements were for this project. Mr. Heyman explained the different setback requirements for PRD's and how most required a 30-foot setback from exterior property lines. That would be determined once a decided proposal is submitted.

David Drake, Carousel Lane stated it will be tough to squeeze six homes on this lot if there is a 30-foot setback for each one. Mr. Heyman stated the C-3 zoning has different setbacks and under conditional zoning they can reduce the setbacks. Mr. Drake asked about sidewalk requirements. Mr. Heyman stated for new construction, sidewalks are a requirement. New developments require a sidewalk from property line to property line.

Mr. Drake asked if the city requires sidewalks will they leave room in case Chadwick Avenue is widened. Mr. Heyman stated the right-of-way is considered when widening streets, but he is unaware of any plans to widen Chadwick Avenue at this time.

Mr. Drake asked if any traffic studies were involved with this project. Mr. Heyman stated no.

Jim Kane, Brookdale stated Chadwick Avenue traffic has tripled since the construction of Publix on Greenville Highway. Two cars can pass on the road, but it is tight fit, and he almost gets hit at least twice a week going through the corners. People also walk from the trailer parks and it is not safe. He believes a good traffic count needs to be done for this project. Mr. Heyman stated traffic studies are a requirement for certain projects but this one being only six units, would not require a traffic study. Traffic studies are done for projects such as the Clear Creek project with over 300 units proposed.

Mr. Kane stated he believes there is a need for housing in this town but there are better areas for the six single family dwellings. There is just not enough room for six on this lot. Traffic is his main concern.

Lynne Williams stated she is here representing her parents that live at 309 Chadwick Avenue. Her parents could not attend because her mother is in the hospital. Their property is directly next to this property. She is concerned about the setbacks. She is open to community development but feels six is just too dense.

Mr. Heyman stated there is an updated plan showing a 30-foot setback. He gave Ms. Williams a copy of the plan.

Ms. Williams stated a road study was done by Mr. Freeman, but she has not heard back from him yet. She had also talked with the city about speed bumps to slow down the speeders but was told they no longer do speed bumps and they would have extra patrol in that area. Since Chadwick Avenue is so busy, she would like for the access to the project to be off of Narva Road.

Ms. Staton said having the access off of Narva Road is not feasible because the sewer line runs from there. Mr. Noble has not purchased the property yet and depending on how this goes is whether he will purchase it or not.

Ms. Williams stated she is concerned about maintaining the character of the neighborhood. She would like to see a vegetative buffer be planted and she would also like to request a ten-foot easement from the developer. She also discussed the property being in a floodplain and the drainage into the ditch causing flooding. She would like for the developer to take this into consideration. Ms. Staton stated she will have the developer talk with an engineer. Ms. Williams showed photos of the ditch and stream with the culvert and stated she would like to see all parts of the natural habitat remain.

Ms. Williams is also concerned about the large oak tree and the large pine trees on the property. She would like the developer to save the trees and not remove them. When it floods downtown, Chadwick Avenue is used as a cut through. If this project increases flooding on Chadwick, there will be no way to get to the other side of town. She would also like to see an ecological study done and would like the homes to remain at least 30 feet from the stream with a buffer. She feels six homes is too dense and she would be fine with two or three homes on the property. She has a list of things she would like for the developer to consider and will email those to Ms. Staton.

Carolyn Serrano stated there is also a church on the corner that will be affected by this. It will cause even more traffic on Sunday. She would like to see the property developed but also feels that six is just too dense.

Ms. Williams stated she wants to see the oak and pine trees salvaged and would like to see this become affordable workforce housing. She understands that affordable housing is needed. Her parents would like to have been at this meeting, but her mother is in the hospital. She pointed out the stream to Ms. Staton and stated their property has never flooded but she is concerned that will change if the property is developed with six homes.

Mr. Kane asked about other areas in the city that are that dense. Mr. Heyman discussed other properties in the city that are similar in density.

Ms. Corn asked if these homes would be sold or used as rentals. Ms. Staton stated they are planning to sale the homes but if any of the homes are used for rentals, it would be long term rentals.

Ms. Corn was concerned about the foot traffic and the vagrants in the area. She is also concerned about the setbacks and the road being too narrow for all of the traffic.

Mr. Serrano stated he would not mind two or three homes and he does realize the property needs to be developed. His main concern is the traffic and the fact that cars speed on Chadwick. It is not safe.

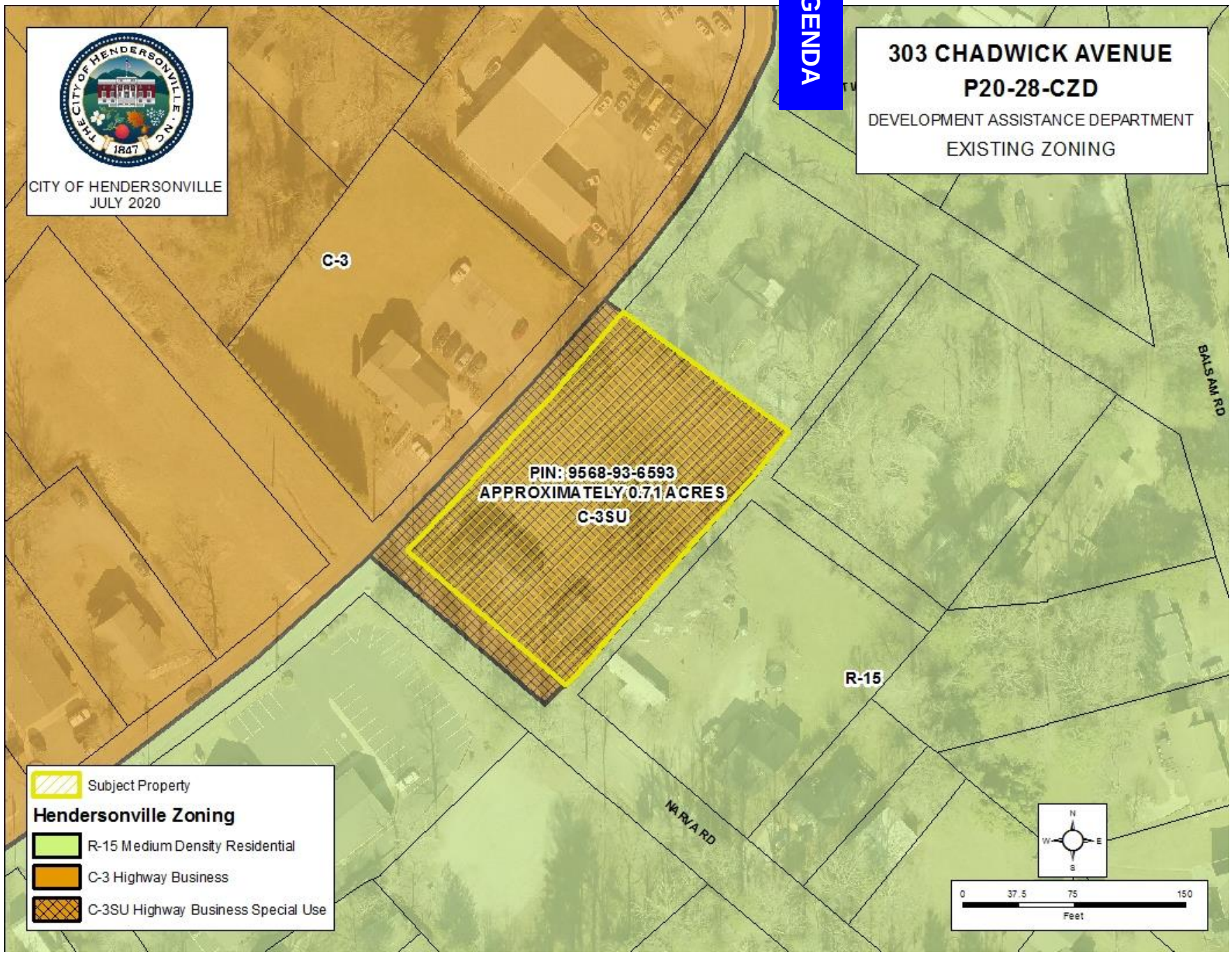
Mr. Heyman asked if there were anymore questions. He stated the next step for this project is the Planning Board and everyone that got noticed will be noticed of the Planning Board meeting as well.

With no further comments or questions, Mr. Heyman closed the meeting at 2:55.

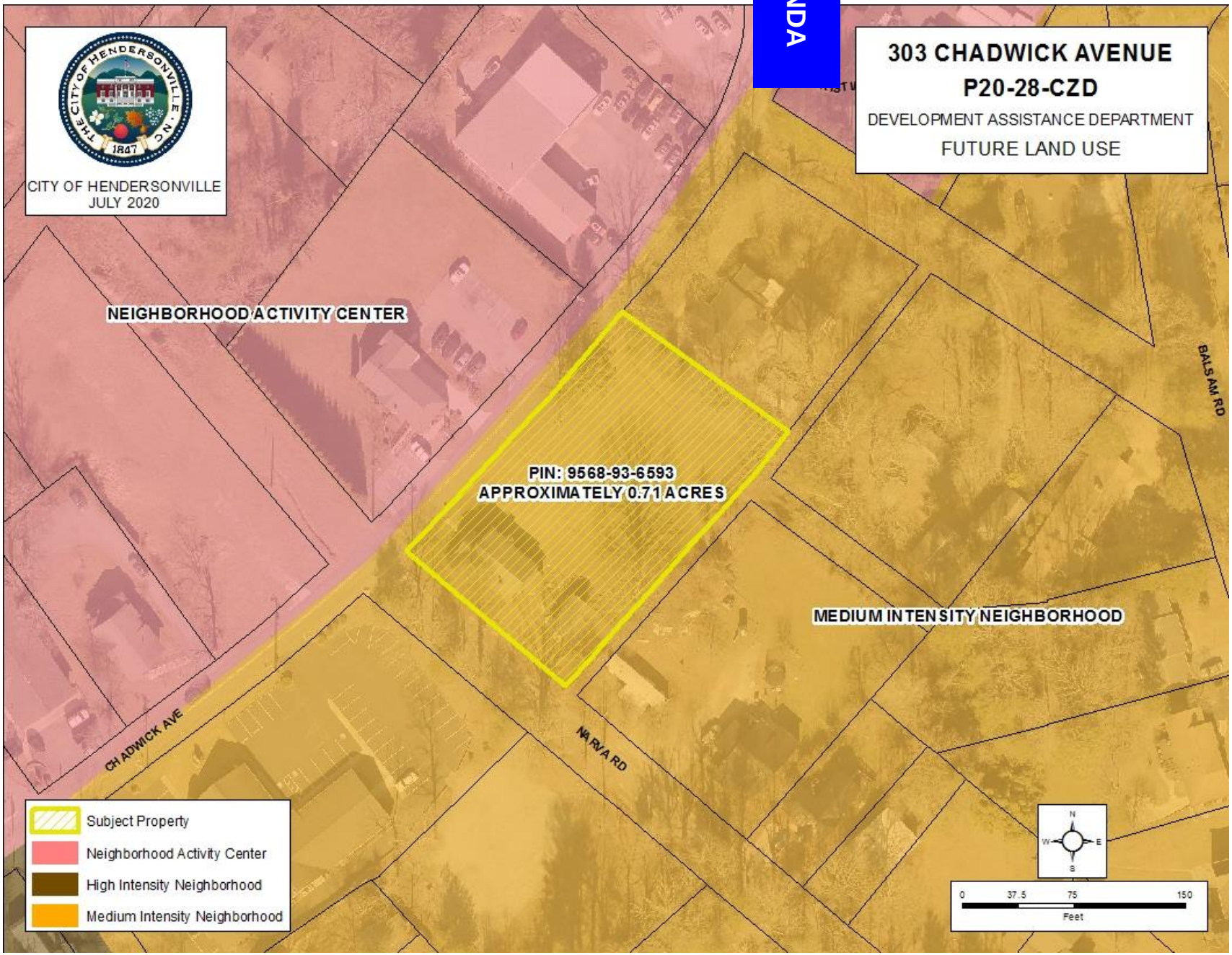
AGENDA

303 Chadwick Ave.
P20-28-CZD
DEVELOPMENT ASSISTANCE DEPARTMENT
Existing Land Use
City of Hendersonville
July 2020
EUROPEAN MOTOR WERKS
MYRLAYNE ENTERPRISES INC
PIN: 9568-93-6593
APPROXIMATELY 0.71 ACRES
RESIDENTIAL
BALSAM RD
CHADWICK AVE
NARVA RD
BETHANY BIBLE CHURCH
Subject Property
N
W
E
S
0
37.5
75
150
Feet

AGENDA


303 CHADWICK AVENUE
P20-28-CZD
DEVELOPMENT ASSISTANCE DEPARTMENT
EXISTING ZONING
CITY OF HENDERSONVILLE
JULY 2020
C-3
PIN: 9568-93-6593
APPROXIMATELY 0.71 ACRES
C-3SU
R-15
BALSAM RD
NARVA RD
Subject Property
Hendersonville Zoning
R-15 Medium Density Residential
C-3 Highway Business
C-3SU Highway Business Special Use
N
W
E
S
0
37.5
75
150
Feet

AGENDA


303 CHADWICK AVENUE
P20-28-CZD
DEVELOPMENT ASSISTANCE DEPARTMENT
FUTURE LAND USE
CITY OF HENDERSONVILLE
JULY 2020
NEIGHBORHOOD ACTIVITY CENTER
PIN: 9568-93-6593
APPROXIMATELY 0.71 ACRES
MEDIUM INTENSITY NEIGHBORHOOD
CHADWICK AVE
NAVA RD
BALSAM RD
Subject Property
Neighborhood Activity Center
High Intensity Neighborhood
Medium Intensity Neighborhood
N
W
E
S
0
37.5
75
150
Feet

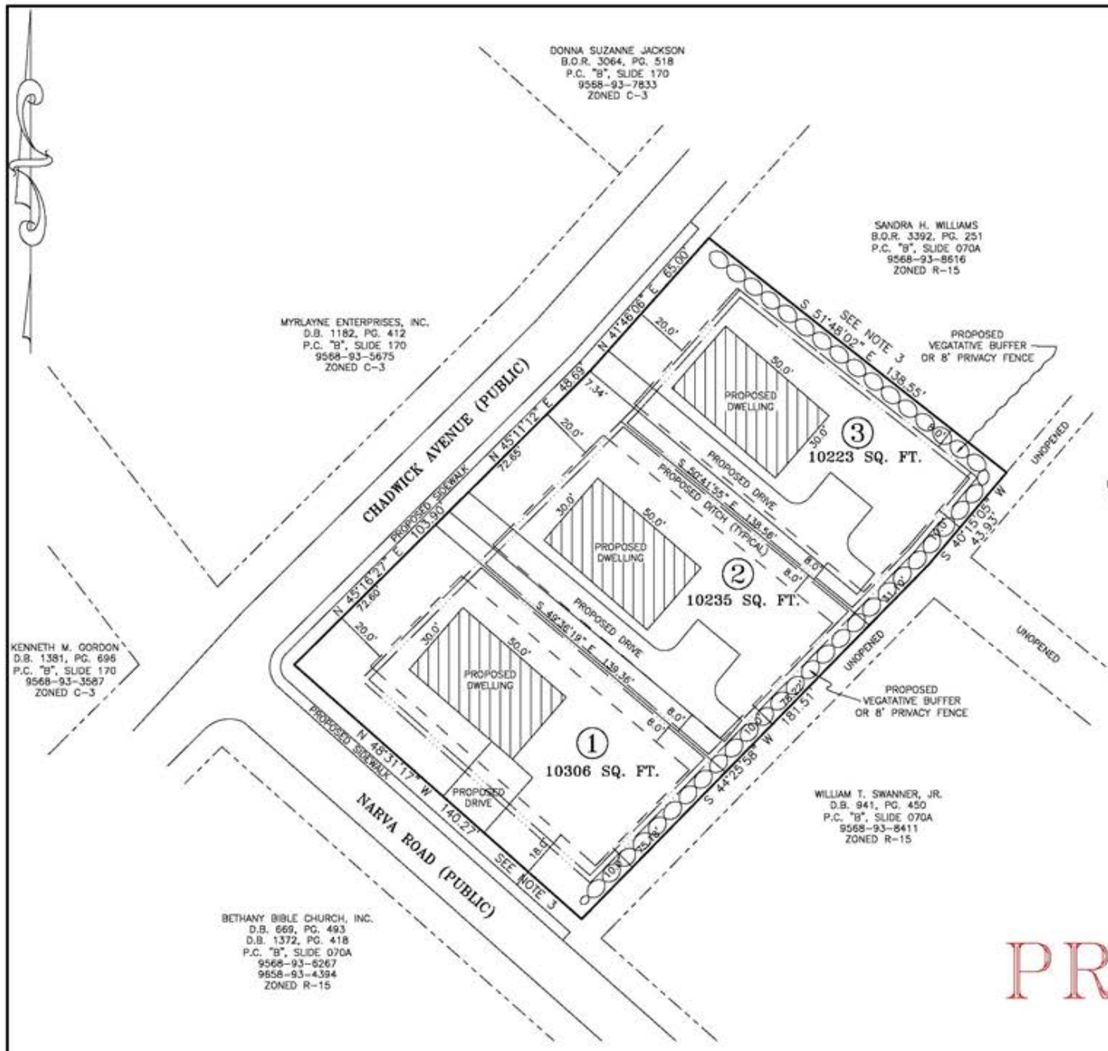
PLAT OF SITE PLAN
FOR
JAMES NOBLE

BEING THE PROPERTY DESCRIBED IN
BOOK OF RECORD 3430, PAGE 220

303 CHADWICK AVENUE
C-3 (MINOR PRD) REZONING

CITY OF HENDERSONVILLE
HENDERSONVILLE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA

SCALE: 1" = 30'
SEPTEMBER XXX, 2020



PROJECT DATA

OWNER: JAMES NOBLE
PO BOX 62
EAST FLAT ROCK, NC 28726
(864)525-2062

DEVELOPER: BOBBY PARTIN
PARTIN CONSTRUCTION/HOME BUILDERS
417 SOUTH OCONEECHEE AVENUE
BLACK MOUNTAIN, NC 28711
(828)243-6609

SITE PLAN BY HILL AND ASSOCIATES SURVEYORS, PA
403 WEST BLUE RIDGE ROAD
EAST FLAT ROCK, NC 28726
(828)693-1409

PROPOSED ZONING: C-3(MINOR PRD)
PROPOSED USE: RESIDENTIAL
EXISTING NUMBER OF PARCELS: 1
PROPOSED NUMBER OF PARCELS: 3
PROJECT AREA: 30764 SQ. FT.
PROPOSED DWELLINGS: 4500 SQ. FT. 15% SITE COVERAGE
PROPOSE OPEN SPACE: NONE
PROPOSED DRIVEWAYS: 3870 SQ. FT. 13% SITE COVERAGE

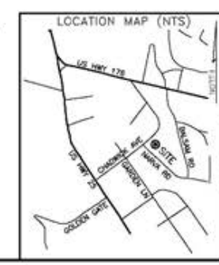
PRELIMINARY

30 0 30 60 90
GRAPHIC SCALE – FEET

NOTES:
1– AREAS BY COORDINATE COMPUTATION.
2– ALL AREAS SHOWN ARE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR UNRECORDED THAT MAY DIRECTLY AFFECT ALL AREAS SHOWN.
3– BOUNDARY SHOWN IS PER SURVEY PROVIDED BY CLIENT. COMPLETED BY FREELAND CLINKSCALES & ASSOCIATES, INC. OF NC.
4– NOT FOR RECORDATION.

LEGEND
- MONUMENT FOUND AS NOTED
- MONUMENT SET AS NOTED
- POINT NOT STAKED
- P-PED – PHONE PEDESTAL
- UP – UTILITY POLE
- PHP – PHONE POLE
- TRANS – TRANSFORMER
- TV-PED – CABLE TV PEDESTAL
- WM – WATER METER
- WV – WATER VALVE

LOCATION MAP (NTS)



DEED REFERENCES:
B.O.R. 3430, PG. 220
P.C. "B", SLIDE 070A

TAX REFERENCES:
9568-93-6593

PARTY CHIEF:

REVISIONS:

SURVEY BY
HILL AND ASSOCIATES
SURVEYORS, P.A.
LICENSE NUMBER: C-1991

DAVID H. HILL
N.C.P.L.S. 3863

403 WEST BLUE RIDGE ROAD
EAST FLAT ROCK, NORTH CAROLINA 28726
(828) 693-1409

	CHECKED BY: DHH	DRAWING: 20202410SP
DATE: SEPTEMBER XXXX, 2020	DRAWN BY: DHH	FILE: 20202410

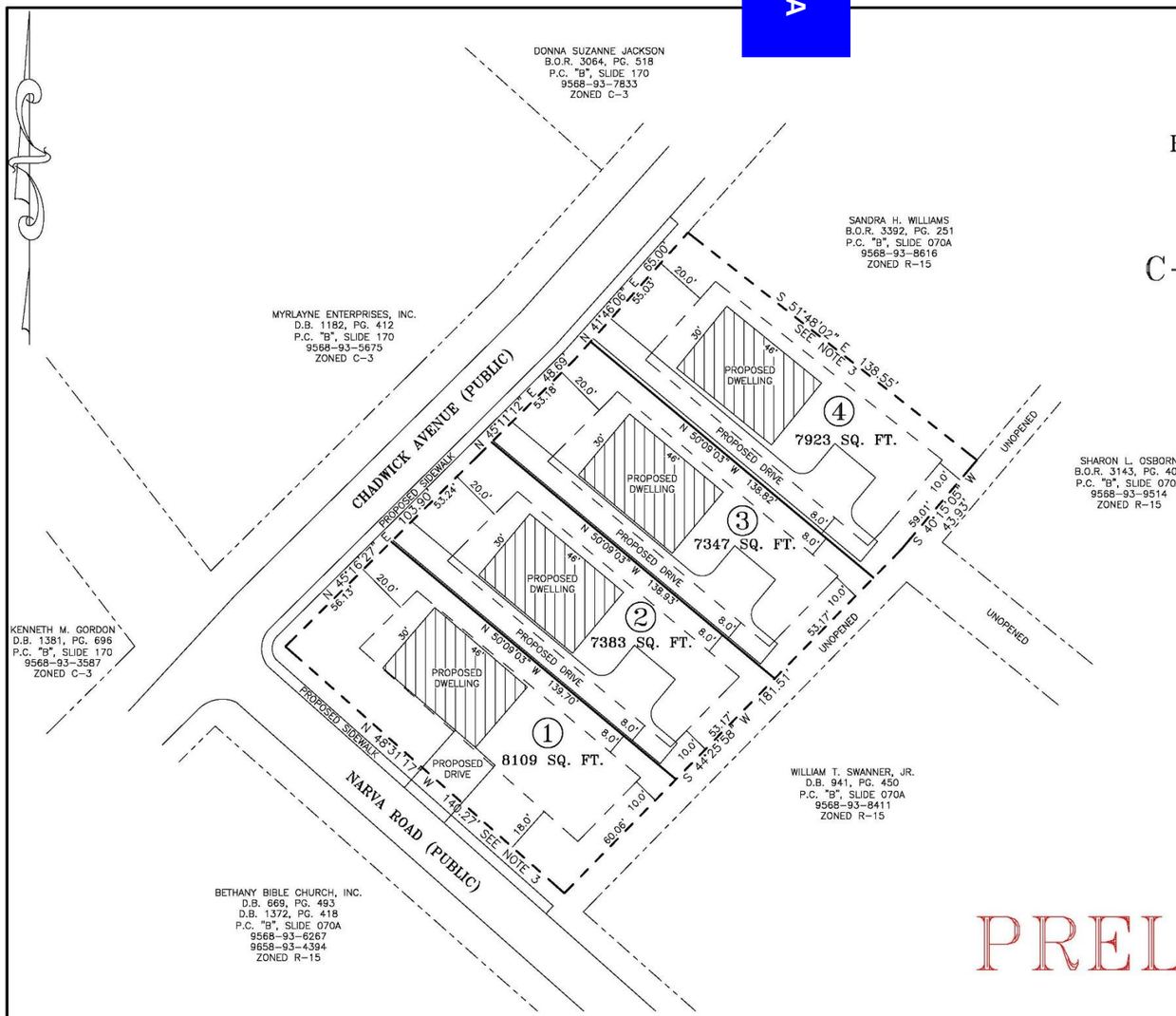
PLAT OF SITE PLAN
FOR
JAMES NOBLE

BEING THE PROPERTY DESCRIBED IN
BOOK OF RECORD 3430, PAGE 220

303 CHADWICK AVENUE
C-3 (MINOR PRD) REZONING

CITY OF HENDERSONVILLE
HENDERSONVILLE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA

SCALE: 1" = 30'
AUGUST XXX, 2020



PROJECT DATA

OWNER: JAMES NOBLE
PO BOX 62
EAST FLAT ROCK, NC 28726
(864)525-2062

DEVELOPER: BOBBY PARTIN
PARTIN CONSTRUCTION/HOME BUILDERS
417 SOUTH OCONEECHEE AVENUE
BLACK MOUNTAIN, NC 28711
(828)243-6609

SITE PLAN BY HILL AND ASSOCIATES SURVEYORS, PA
403 WEST BLUE RIDGE ROAD
EAST FLAT ROCK, NC 28726
(828)693-1409

PROPOSED ZONING: C-3(MINOR PRD)
PROPOSED USE: RESIDENTIAL
EXISTING NUMBER OF PARCELS: 1
PROPOSED NUMBER OF PARCELS: 4
PROJECT AREA: 30764 SQ. FT.
PROPOSED DWELLINGS: 5520 SQ. FT. 18% SITE COVERAGE
PROPOSE OPEN SPACE: NONE
PROPOSED DRIVEWAYS: 5430 SQ. FT. 18% SITE COVERAGE

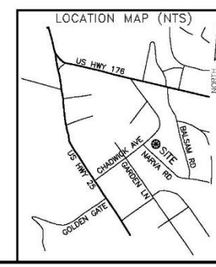
PRELIMINARY

30 0 30 60 90
GRAPHIC SCALE – FEET

NOTES:
1– AREAS BY COORDINATE COMPUTATION.
2– ALL AREAS SHOWN ARE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR UNRECORDED THAT MAY DIRECTLY AFFECT ALL AREAS SHOWN.
3– BOUNDARY SHOWN IS PER SURVEY PROVIDED BY CLIENT. COMPLETED BY FREELAND CLINKSCALES & ASSOCIATES, INC. OF NC.
4– NOT FOR RECORDATION.

LEGEND
- MONUMENT FOUND AS NOTED
- MONUMENT SET AS NOTED
- POINT NOT STAKED
- P–PED – PHONE PEDESTAL
- UP – UTILITY POLE
- PHP – PHONE POLE
- TRANS – TRANSFORMER
- TV–PED – CABLE TV PEDESTAL
- WM – WATER METER
- WV – WATER VALVE

LOCATION MAP (NTS)



DEED REFERENCES:
B.O.R. 3430, PG. 220
P.C. "B", SLIDE 070A

TAX REFERENCES:
9568-93-6593

PARTY CHIEF:

REVISIONS:

DATE: AUGUST XXXX, 2020

SURVEY BY
HILL AND ASSOCIATES
SURVEYORS, P.A.
LICENSE NUMBER: C-1991

DAVID H. HILL
N.C.P.L.S. 3863

403 WEST BLUE RIDGE ROAD
EAST FLAT ROCK, NORTH CAROLINA 28726
(828) 693-1409

CHECKED BY: DHH	DRAWING: 20202410SP
DRAWN BY: DHH	FILE: 20202410

Revised: 8-19-20

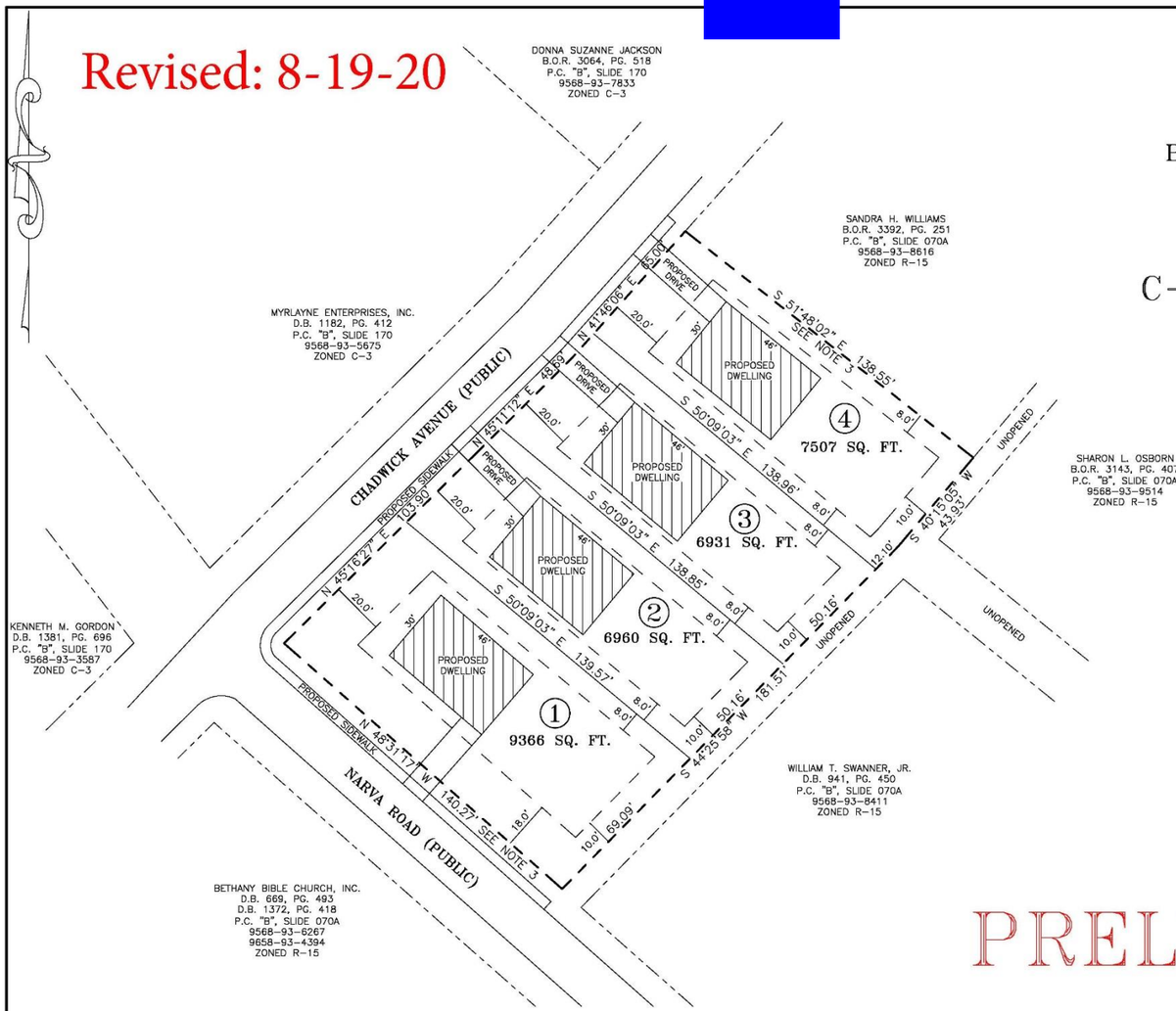
PLAT OF SITE PLAN
FOR
JAMES NOBLE

BEING THE PROPERTY DESCRIBED IN
BOOK OF RECORD 3430, PAGE 220

303 CHADWICK AVENUE
C-3 (MINOR PRD) REZONING

CITY OF HENDERSONVILLE
HENDERSONVILLE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA

SCALE: 1" = 30'
JUNE XXX, 2020



PROJECT DATA

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PO BOX 62
EAST FLAT ROCK, NC 28726
(864)525-2062

DEVELOPER: BOBBY PARTIN
PARTIN CONSTRUCTION/HOME BUILDERS
417 SOUTH OCONEECHEE AVENUE
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SITE PLAN BY HILL AND ASSOCIATES SURVEYORS, PA
403 WEST BLUE RIDGE ROAD
EAST FLAT ROCK, NC 28726
(828)693-1409

PROPOSED ZONING: C-3(MINOR PRD)
PROPOSED USE: RESIDENTIAL
EXISTING NUMBER OF PARCELS: 1
PROPOSED NUMBER OF PARCELS: 4
PROJECT AREA: 30764 SQ. FT.
PROPOSED DWELLINGS: 5520 SQ. FT. 18% SITE COVERAGE
PROPOSE OPEN SPACE: NONE
PROPOSED DRIVEWAYS: 1125 SQ. FT. 4% SITE COVERAGE

PRELIMINARY

30 0 30 60 90
GRAPHIC SCALE – FEET

NOTES:
1– AREAS BY COORDINATE COMPUTATION.
2– ALL AREAS SHOWN ARE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR UNRECORDED THAT MAY DIRECTLY AFFECT ALL AREAS SHOWN.
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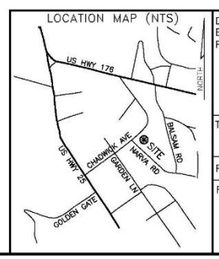
LOCATION MAP (NTS)



DEED REFERENCES:
B.O.R. 3430, PG. 220
P.C. "B", SLIDE 070A

TAX REFERENCES:
9568-93-6593

PARTY CHIEF:

REVISIONS:

SURVEY BY
HILL AND ASSOCIATES
SURVEYORS, P.A.
LICENSE NUMBER: C-1991

DAVID H. HILL
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403 WEST BLUE RIDGE ROAD
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	CHECKED BY: DHH	DRAWING: 20202410SP
DATE: JUNE XXXX, 2020	DRAWN BY: DHH	FILE: 20202410

AGENDA

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 9/21/2020

Presenter: John Connet

Title of Item: Modification of Water Service Extension Review Process

Nature of Item: Council Action

Council Meeting Date: 10/1/2020

Summary of Information/Request: **Item #** 9A

In 1997, Mayor Fred Niehoff proposed a policy to allow Henderson County and other jurisdictions to review and approve water service extensions to ensure compliance with existing land use plans and controls. The Henderson County Commissioners have recently placed conditions on water service extensions to two parcel due to philosophical differences over utility rate setting. Staff does not believe that the policy or current laws allow for the placement of conditions on water service extensions. Therefore, staff are proposing a modification to the Water Service Extension Review Policy.

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 modify the Water Service Extension Review Policy as presented or in the following manner _____.

Attachments: none

AGENDA

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: September 21, 2020

Presenter: Tom Wooten

Title of Item: Operation Center Safety Improvements Bid Award

Nature of Item: Council Action

Council Meeting Date: October 1, 2020

Summary of Information/Request: **Item #** 9B

Safety improvements and modifications to the assembly room continue to progress. Bids were opened on August 27, 2020 and Dunlap Construction was the low bidder. The bids were higher than anticipated so staff meet with Dunlap Construction and the architect to review cost saving alternatives. Alternative designs have been sent to the contractor who is in communication with the subcontractors to discuss pricing. We plan to have updated costs at the council meeting for City Council to consider.

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

We will have updated pricing at the October 1st city council meeting.

Suggested Motion:

I move to award the bid for Operations Center Safety Improvements Construction to Dunlap Construction as the low bidder and to authorize the City Manager to execute the contract.

Attachments:

Bid Tabulation Sheet
Revised Finish Plan Sheets

PFA ARCHITECTS, PA
196 Coxe Ave
Asheville, NC 28801

Thursday, August 27, 2020
3:00 PM EST

AGENDA

City of Hendersonville
City Operations Center Renovations
located **at 305 Williams Street, Hendersonville, NC 28792**

GENERAL CONTRACT WORK

CONTRACTOR	LICENSE NO.	Bid Security Included	MBE Docs Rec'd	Addendums # 1 & # 2 Rec'd	Base Bid	Alternate G-1	Comments
Carolina Cornerstone Construction PO Box 6779, Asheville, NC 28816 866 Old Leicester Hwy., Asheville, NC 28806	42907	Yes	Yes	Yes	$206,444	$42,720	
Dunlap Construction 720 N. Grove Street Hendersonville, NC 28792	42054	Yes	Yes	Yes	$193,327	$17,616	
H&M Constructors (A Div. of MB Haynes Corp.) PO Box 16589, Asheville, NC 28816 187 Deaverview Road, Asheville, NC 28806	1245	Yes	Yes	Yes	$228,000	$14,900	

I certify that the above bid was received by 3 PM, Thursday, August 27th, at the Multi-Purpose Room located at 305 Williams Street in Hendersonville, NC 28792.
At which time they were opened, read aloud & tabulated.

MVCarnevale

Martha V. Carnevale, AIA, LEED ® AP

NORTH CAROLINA REGISTERED ARCHITECT MARTHA V. CARNEVALE SEAL 6756 ASHEVILLE, N.C.

PFA ARCHITECTS, PA REGISTERED ARCHITECTURAL CORPORATION 50110 NORTH CAROLINA ASHEVILLE, N.C.

Alternate G-1: Provide aluminum ballistic exterior frames & glass in existing opening as shown & detailed in Construction Documents. See 08 4339 Bullet Resistant Aluminum-framed Entrances & Storefronts.

AGENDA

ROOM FINISH SCHEDULE

ROOM NAME	FLOOR	BASE	WALL	CEILING	COMMENTS
MULTIPURPOSE ROOM	CPT-E	WD-1	PT-1, PT-2	EXISTING	PATCH & REPAIR CEILING AROUND NEW WORK
CLOS	CPT-1	RB-1	PT-1, PT-2	EXISTING	
AV ROOM	CPT-1	RB-1	PT-1	EXIST. & NEW GWB	PATCH & REPAIR AROUND DEMO AS REQ'D
ENTRY	PT-1	WD-1	PT-1, PT-2	ACT-1 (SEE CLG. NOTE 7 ON A1.0)	SEE FLOOR PATTERN ON 1/A2.1
FRONT CORRIDOR	R-E	WD-1	PT-1, PT-2	ACT-1 (SEE CLG. NOTE 7 ON A1.0)	SEE FLOOR PATTERN ON 1/A2.1
RECEPTION	CPT-1	RB-1 + WD-1	PT-1, PT-2	ACT-1 (SEE CLG. NOTE 7 ON A1.0)	RB-1 AT & AROUND BASE CABS, WD-1 ALONG EXISTING RECEPTION WALLS
STORAGE	CPT-E	RB-1	PT-1, PT-2	GWB	
CORRIDOR 2	R-E	WD-2	PT-1, PT-3	ACT-1 (SEE CLG. NOTE 7 ON A1.0)	PATCH & REPAIR CEILING AROUND NEW WORK

2

FINISH MATERIAL SCHEDULE

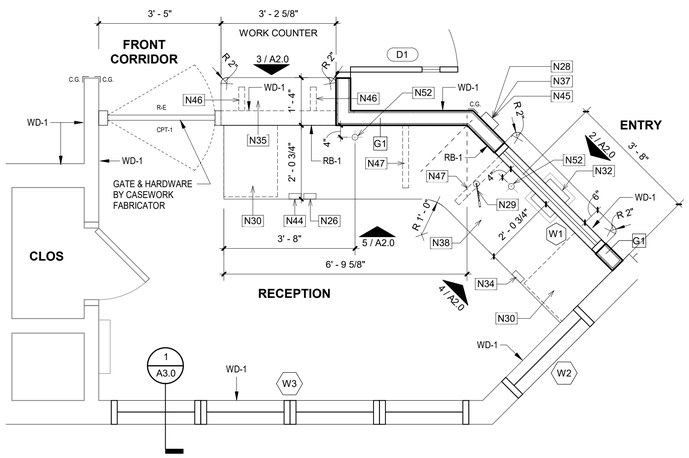
	DESCRIPTION
FLOOR	PRT-1 - PORCELAIN TILE FLOOR - CROSSVILLE TILE NOTORIOUS COLORS - PRIVATE EYE AND SUSPENSE, 3X15" - HERRINGBONE PATTERN
	CPT-1 - CARPET TILE FLOOR - SHAW CONTRACT DISTRICT, LINE - INTENT TILE, COLOR - WOODSMOKE
	CPT-E - CARPET TILE FLOOR - SHAW CONTRACT DISTRICT, LINE - PURPOSE TILE, COLOR - WOODSMOKE
	R-E - RESILIENT FLOORING ARMSTRONG IMPERIAL TEXTURE STANDARD EXCELON, COLOR - FIELD GRAY
BASE	WD-1 - WOOD BASE, 6" PROFILE, STAINED TO MATCH EXISTING
	WD-2 - WOOD BASE, 6" PROFILE, PAINTED SHERWIN WILLIAM COLOR 1015 SKYLINE STEEL
	RB-1 - RUBBER BASE, JOHNSONITE TRADITIONAL BASE, 4" PROFILE, COLOR - T81 PEPPERCORN
WALLS	PT-1 - PAINTED GWB - SHERWIN WILLIAMS, COLOR 7003 TOQUE WHITE; PAINT WALL TO 6" MIN ABV. CLG. LINE
	PT-2 - DOOR FRAME PAINT - SHERWIN WILLIAMS, COLOR 9103 FARRO
	PT-3 - DOOR FRAME PAINT - SHERWIN WILLIAMS, COLOR 1015 SKYLINE STEEL
MISC	CHAIR RAIL 1 - WOOD CHAIR RAIL TO MATCH EXISTING, STAINED TO MATCH WD-1 BASE
	CHAIR RAIL 2 - WOOD CHAIR RAIL TO MATCH EXISTING, PAINTED TO MATCH WD-2 BASE
	WAINSCOTING - WOOD WAINSCOTING TO MATCH EXISTING
	CASEWORK COUNTERS - HIGH PRESSURE LAMINATE, WILSONART LAMINATE, COLOR - PEWTER MESH
	CASEWORK CABINETS - HIGH PRESSURE LAMINATE, WILSONART LAMINATE, COLOR - SOLAR OAK
	WINDOW SILLS - SOLID SURFACE TO MATCH COUNTERS
	WINDOW TREATMENTS - ROLLER SHADES (SEE KEYNOTE # 23 ON A1.1)
	FLOORING TRANSITION STRIP - SCHLUTER RENO-U, ANODIZED ALUMINUM
	BULLETIN BOARD - FORBO BULLETIN BOARD, COLOR - POTATO SKIN
	CORNER GUARDS - CONSTRUCTION SPECIALTIES STAINLESS STEEL CORNER GUARD, MODEL CO-8 (2" LEGS)

2

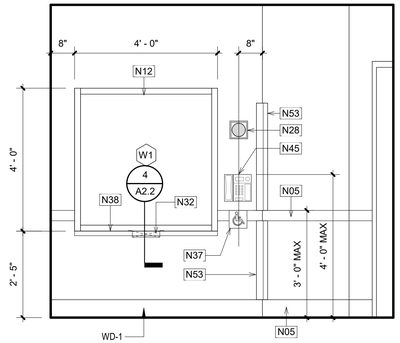
* AT ALTERNATE G-1, NEW STOOLS - SOLID SURFACE, COLOR - CASHMERE MIRAGE (BASE BID IS NO NEW STOOLS)

KEYNOTES

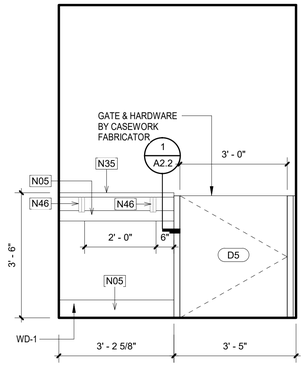
N05	INTERIOR WOOD BASE AND CHAIR RAIL TYP. (COMBINATION RE-USED EXISTING & NEW TO MATCH AS NEEDED; G.C. TO DETERMINE QUANTITY OF SAVLAVAGABLE MATERIALS).
N12	LEVEL 3 ALUMINUM BALLISTIC RATED RECEPTION FRAME & GLASS.
N26	RELOCATED EXISTING EMERGENCY DOOR RELEASE TOGGLE SWITCH FOR EXISTING FRONT DOORS (SEE ELEC).
N28	MICROPHONE SPEAKER WITH AUTOMATIC, TOUCHLESS, LIVE ROOM TALK BACK CONTROLLED BY RECEPTION SIDE. WALL MOUNT ABOVE PHONE AND ADA PUSH PAD.
N29	RECEPTIONIST MICROPHONE WIRED TO KEYNOTE ITEM "N28." G.C. TO COORD. SYSTEM SELECTION DIRECTLY WITH USER AND COORDINATE WITH ELECTRICAL REQUIREMENTS.
N30	BUILT-IN BASE CABINET BELOW WITH FINISHED OPEN ENDS.
N32	12 x 12 x 2 STAINLESS STEEL, LEVEL 3 BALLISTIC RATED PASS-THRU TRAY.
N34	EXISTING PANIC PUSH BUTTON DEVICE REINSTALLED.
N35	WORK COUNTER TOP; SOLID SURFACE.
N37	RELOCATED ADA PUSH PAD TO CONTROL EXTERIOR DOORS (SEE ELEC).
N38	HIGH PRESSURE LAMINATE WORK/PUBLIC TRANSACTION COUNTER.
N44	NEW EMERGENCY DOOR RELEASE TOGGLE SWITCH FOR NEW CORRIDOR DOORS (SEE ELECTRICAL).
N45	RELOCATED EXISTING PHONE; MOUNT TO WALL ABOVE ADA PUSH PAD.
N46	5" x 8" (LLH) SPEED BRACE BY FASTCAP (WHITE).
N47	15" x 18" (LLH) SPEED BRACE BY FASTCAP (WHITE).
N49	TACKABLE WALL SURFACE TO 48" ABOVE COUNTER HEIGHT.
N52	2-INCH DIA. SATIN NICKEL DESK GROMMET.
N53	NEW ADHESIVE STAINLESS STEEL CORNER GUARD WITH 2" LEGS (DENOTED "CG" IN PLAN FOR LOCATIONS). FOR BOTH 90 AND 135 DEGREE CORNERS; SEE TYPICAL ELEVATION.
N54	12" DEEP SHELF (OR SHELVES) UNIT(S) W/ (4) 2" DIA. GROMMETS. G.C. TO COORD. LOCATION, HEIGHT, & NUMBER OF UNITS W/ OWNER.
N57	NEW WALL MOUNTED MINI-SPLIT UNIT; SEE MECH FOR MOUNTING HEIGHT.



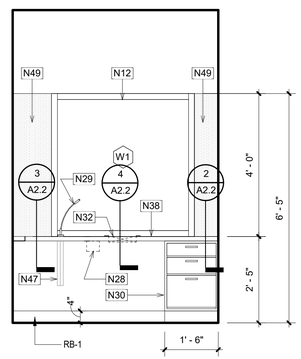
1 A2.0 RECEPTION COUNTER
1/2" = 1'-0"



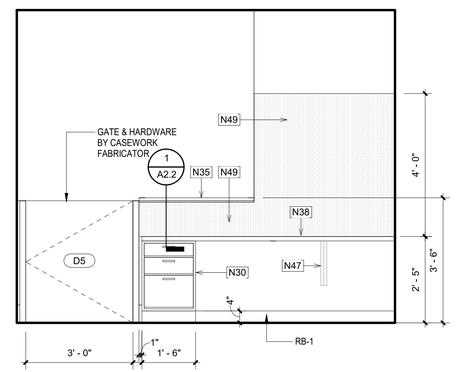
2 A2.0 ENTRY SOUTH WEST ELEV
1/2" = 1'-0"



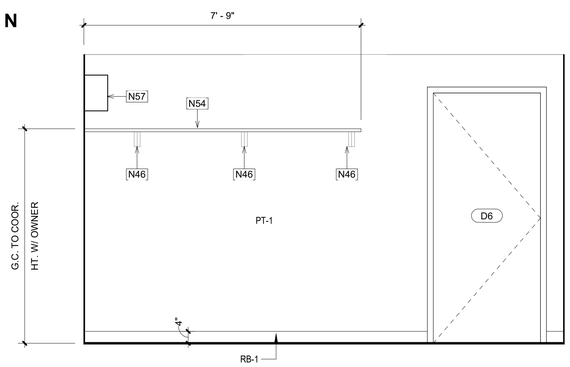
3 A2.0 FRONT CORRIDOR SOUTH ELEV
1/2" = 1'-0"



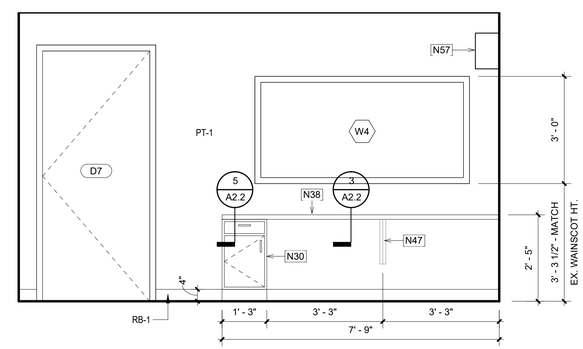
4 A2.0 RECEPTION NORTH EAST ELEV
1/2" = 1'-0"



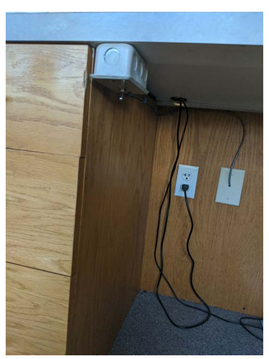
5 A2.0 RECEPTION NORTH ELEV
1/2" = 1'-0"



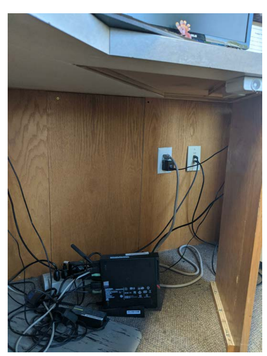
6 A2.0 AV ROOM NORTH ELEV
1/2" = 1'-0"



7 A2.0 AV ROOM SOUTH ELEV
1/2" = 1'-0"



KEYNOTE "N44" UNDER-COUNTER MOUNTING



KEYNOTE "N26" UNDER-COUNTER MOUNTING

196 Coxe Avenue
Asheville, NC 28801
o: 828.254.1963
f: 828.253.3307
w: pfarchitects.com

pfa architects, p.a.
architecture - planning - interiors

PFA ARCHITECTS, P.A. ARCHITECTURAL CORPORATION 50110 REGISTERED NORTH CAROLINA ASHEVILLE

NORTH CAROLINA REGISTERED ARCHITECT 10756 KEVIN E. A. LEE ASHEVILLE

08-03-2020

HENDERSONVILLE · N.C. THE CITY OF 1847

City of Hendersonville
CITY OPERATIONS CENTER RENOVATIONS
305 WILLIAMS ST.
HENDERSONVILLE, NC 28792

Revisions

No.	Date
2	REV 2: 09-16-20

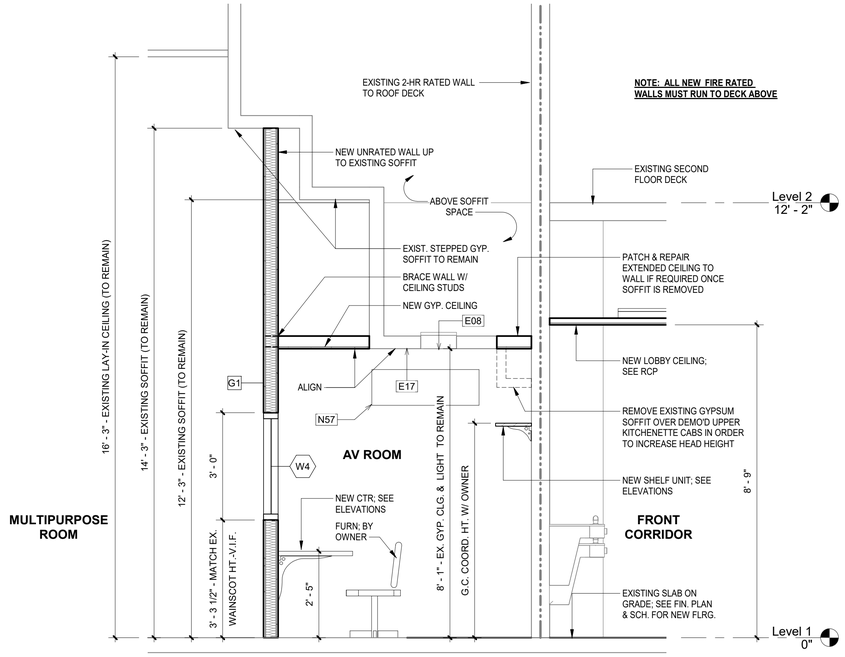
Project Number: 1948
Date: 08-03-2020
Drawn by: ENM

FINISH SCHEDULE, CASEWORK, & DETAILS

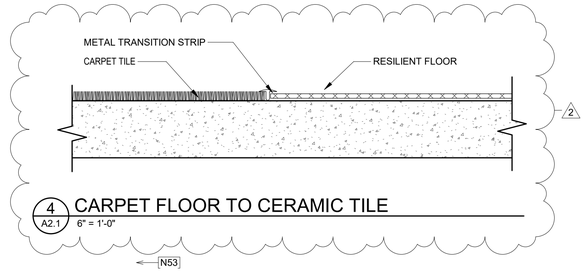
Sheet Number:
A2.0

9/16/2020 5:00:35 PM

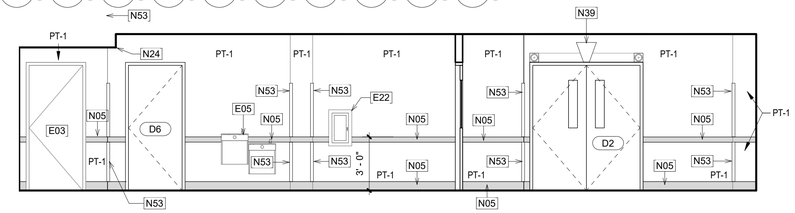
AGENDA



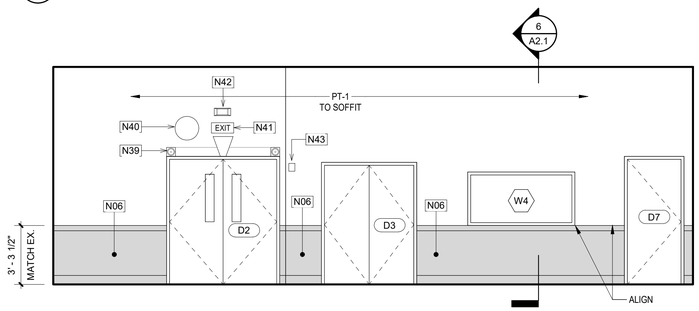
6 A2.1 SECTION THRU NEW AV ROOM
1/2" = 1'-0"



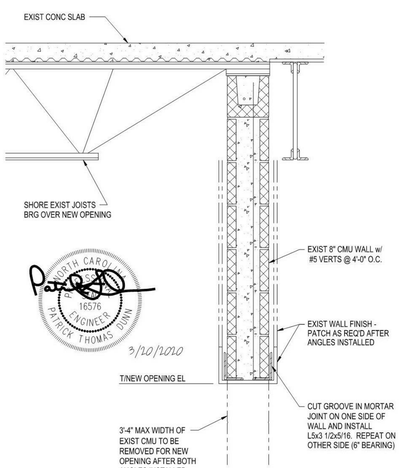
4 A2.1 CARPET FLOOR TO CERAMIC TILE
6" = 1'-0"



3 A2.1 ENTRY NORTH ELEV
1/4" = 1'-0"



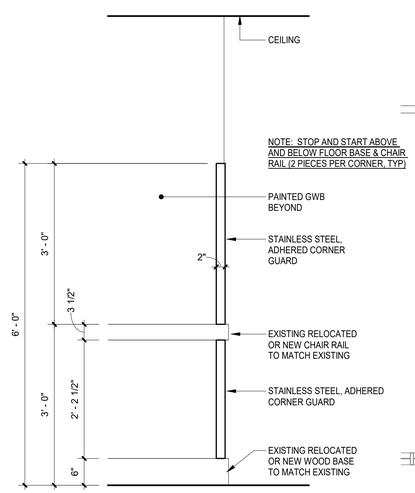
2 A2.1 MULTIPURPOSE RM SOUTH
1/4" = 1'-0"



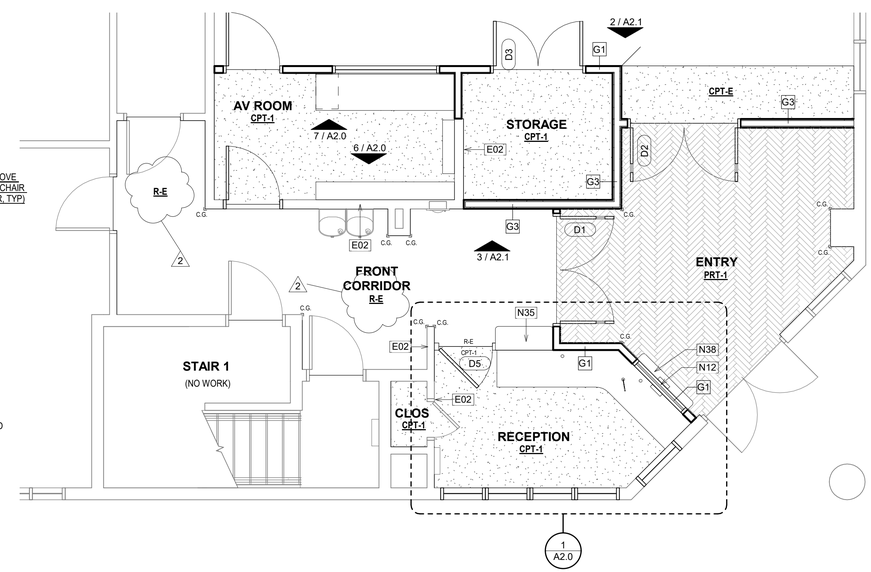
SECTION AT NEW 3'-4" MASONRY OPENING

NOTES:
1. STEEL ANGLES SHALL BE ASTM A36

7 A2.1 RETROFIT LINTEL DESIGN
3/4" = 1'-0"
NOTE: THIS DETAIL APPLIES ONLY TO THE NEW 3'-4" MAX MASONRY OPENING SHOWN IN 5&6/A1.2



5 A2.1 TYP CORNER GUARD DETAIL
3/4" = 1'-0"
SEE 2/A1.1 FOR LCOATIONS OF ALL CORNER GUARDS (DENOTED "CG")



1 A2.1 ENTRY - FINISH PLAN
1/4" = 1'-0"

N

Dunn Structural Engineering, PLLC
Firm License No. P-0910
Project: CITY OF HENDERSONVILLE OPERATIONS CENTER, 305 WILLIAMS ST, HENDERSONVILLE, NC
Description: SECTION AT NEW OPENINGS FOR PEDESTRIAN DOORS IN OFFICES #8 AND #10
Date: March 20, 2020
Scale: NONE
Job No. 2020-320
Sht. 1 of 1
S100

KEYNOTES

E02	EXISTING WALL TO REMAIN, TYP.
E03	EXISTING DOOR & FRAME TO REMAIN, TYP.
E05	EXISTING WATER FOUNTAIN TO REMAIN (PROTECT DURING CONSTRUCTION).
E08	EXISTING LIGHT FIXTURE TO REMAIN.
E17	EXISTING GYPSUM CEILING TO REMAIN.
E22	EXISTING FIRE EXTINGUISHER CABINEST (PROTECT DURING CONSTRUCTION).
N05	INTERIOR WOOD BASE AND CHAIR RAIL, TYP. (COMBINATION RE-USED EXISTING & NEW TO MATCH AS NEEDED; G.C. TO DETERMINE QUANTITY OF SAVLAVAGABLE MATERIALS).
N06	INTERIOR WOOD WAINSCOT, WOOD BASE, & CHAIR RAIL, TYP. (COMBINATION RE-USED EXISTING & NEW TO MATCH AS NEEDED; G.C. TO DETERMINE QUANTITY OF SALVAGABLE MATERIALS).
N12	LEVEL 3 ALUMINUM BALLISTIC RATED RECEPTION FRAME & GLASS.
N24	PAINT EXISTING BULKHEAD TO MATCH WALLS.
N35	WORK COUNTER TOP; SOLID SURFACE.
N38	HIGH PRESSURE LAMINATE WORK/PUBLIC TRANSACTION COUNTER.
N39	REINSTALL EXISTING TRIM ABOVE EACH SIDE OF NEW DOOR FRAMES; PAINT
N40	REINSTALL EXISTING CLOCK.
N41	REINSTALL EXISTING EXIT SIGN; SEE ELEC.
N42	REINSTALL EXISTING EMERGENCY LIGHT; SEE ELEC..
N43	REINSTALL EXISTING STROBE; SEE ELEC.
N53	NEW ADHESIVE STAINLESS STEEL CORNER GUARD WITH 2" LEGS (DENOTED "CG" IN PLAN FOR LOCATIONS). FOR BOTH 90 AND 135 DEGREE CORNERS; SEE TYPICAL ELEVATION.
N57	NEW WALL MOUNTED MINI-SPLIT UNIT; SEE MECH FOR MOUNTING HEIGHT.

196 Coxe Avenue
Asheville, NC 28801
o: 828.254.1963
f: 828.253.3307
w: pfarchitects.com

pfa architects, p.a.
architecture - planning - interiors

PFA ARCHITECTS, P.A. REGISTERED ARCHITECTURAL CORPORATION 50110 NORTH CAROLINA ASHEVILLE

NORTH CAROLINA REGISTERED ARCHITECT 10756 STEVEN A. CORDEIRO ASHEVILLE

08-03-2020

THE CITY OF HENDERSONVILLE · N.C. 1847

City of Hendersonville
CITY OPERATIONS CENTER RENOVATIONS
305 WILLIAMS ST
HENDERSONVILLE, NC 28792

Revisions

No.	Date
1	REV 1: 08-20-20
2	REV 2: 09-16-20

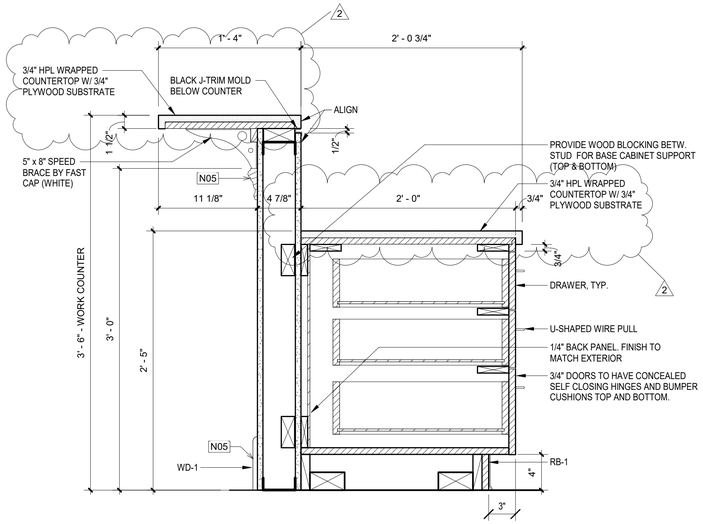
Project Number: 1948
Date: 08-03-2020
Drawn by: ENM

FINISH PLAN AND ELEVATIONS

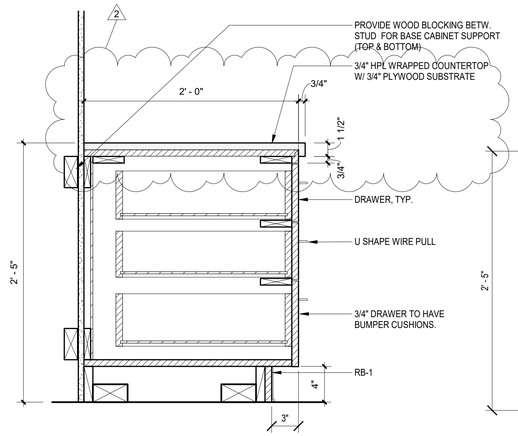
Sheet Number:
A2.1

9/16/2020 5:00:36 PM

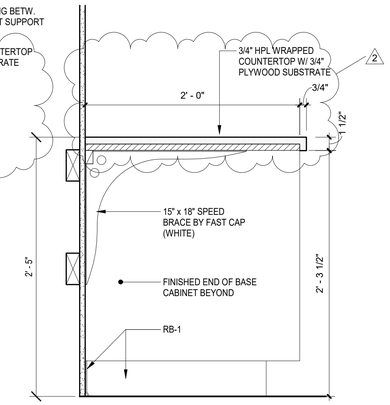
AGENDA



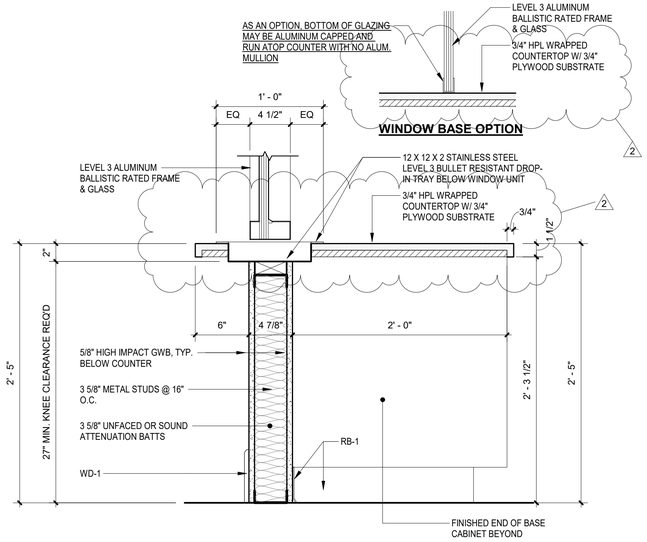
1 A2.2 BASE CABINET AT EMPLOYEE COUNTER
1 1/2" = 1'-0"



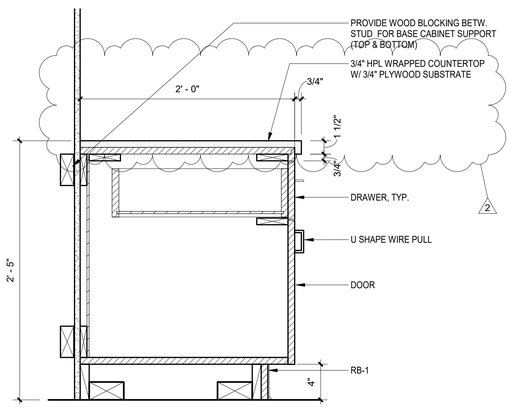
2 A2.2 BASE CABINET W/ 3 DRAWERS
1 1/2" = 1'-0"



3 A2.2 COUNTER TOP
1 1/2" = 1'-0"



4 A2.2 TRANSACTION COUNTER TOP
1 1/2" = 1'-0"



5 A2.2 BASE CABINET W/ DRAWER & DOOR
1 1/2" = 1'-0"

196 Coxe Avenue
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o: 828.254.1963
f: 828.253.3307
w: pfarchitects.com

pfa architects, p.a.
architecture - planning - interiors

PFA ARCHITECTS, P.A. REGISTERED ARCHITECTURAL CORPORATION 50110 NORTH CAROLINA ASHEVILLE

NORTH CAROLINA REGISTERED ARCHITECT 10756 JAMES E. SCHWEICKER ASHEVILLE

08-03-2020

THE CITY OF HENDERSONVILLE · N.C. 1847

City of Hendersonville
CITY OPERATIONS CENTER RENOVATIONS
305 WILLIAMS ST
HENDERSONVILLE, NC 28792

Revisions

No.	Date
2	REV 2: 09-16-20

Project Number: 1948
Date: 08-03-2020
Drawn by: JFS

CASEWORK SECTIONS

Sheet Number:
A2.2

9/16/2020 5:00:36 PM

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

AGENDA

Submitted By: Angela Reece, City Clerk

Department: Admin

Date Submitted: 09/17/2020

Presenter: City Manager

Title of Item: City Council Meeting Format, Public Comment Policy & Brochure

Nature of Item: Council Action

Council Meeting Date: 10/01/2020

Summary of Information/Request:

Item # 9C

In 2005, the North Carolina General Assembly, through the passage of § 160A-81.1. Public comment period during regular meetings., required that each municipality in North Carolina provide a period for general public comments at least once per month at a regular meeting of the council. In addition to this general comment period, there are many other opportunities for the Council to receive comments from the public including public hearings and presentations. The City of Hendersonville recognizes the importance of receiving comments from the public.

The City of Hendersonville Public Comment Policy is designed to is to give the public an opportunity to express their views, comments or opinions to the city council. It is a time for city council members to listen to the public. The following rules are being presented to City Council for consideration to maintain order and decorum when council is receiving public comments. Furthermore, these rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally to each speaker.

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

Suggested Motion:

I move that City Council adopt the Public Comment Policy as presented [or as amended].

Attachments:

City of Hendersonville Public Comment Policy (DRAFT)
City of Hendersonville Public Comment Brochure (DRAFT)

	CITY OF HENDERSONVILLE	AGENDA	
Policy Name:	**City of Hendersonville Public Comment Policy**	Date Adopted by Council:	

1. OVERVIEW

In 2005, the North Carolina General Assembly, through the passage of **§ 160A-81.1. Public comment period during regular meetings.**, required that each municipality in North Carolina provide a period for general public comments at least once per month at a regular meeting of the council. In addition to this general comment period, there are many other opportunities for the Council to receive comments from the public including public hearings and presentations. The City of Hendersonville recognizes the importance of receiving comments from the public.

2. PURPOSE

2.1 The City of Hendersonville Public Comment Policy is designed to is to give the public an opportunity to express their views, comments or opinions to the City Council. It is a time for City Council members to listen to the public. The following rules have been established to maintain order and decorum when council is receiving public comments. Furthermore, these rules are designed to ensure fairness to each speaker by establishing rules in advance that will be applied equally to each speaker.

3. RULES GOVERNING THE TIME, PLACE, AND MANNER FOR RECEIVING PUBLIC COMMENT AT COUNCIL MEETINGS

3.1 The Mayor reserves the right to alter public comment time limits and other rules of procedure for Council meetings. No time may be yielded or transferred from one speaker to another. Each speaker will be concise and avoid repetition. In order to avoid repetition and delay, groups of people supporting the same position are encouraged to designate a spokesperson for the group.

3.2 In order to provide for the maintenance of order and decorum in the conduct of the meeting, the Mayor may declare "out-of-order" any person who fails to comply with this policy. The Mayor shall caution any such person to abide by the provisions of this policy. Refusal to do so shall be grounds for removal of the speaker(s) from the meeting.

3.3 Speakers will address comments to the entire city council as a whole and not one individual member. Discussions between speakers and members of the audience will not be permitted during the public comment period.

DRAFT

3.4 Speakers shall be civil and courteous in their language and presentation. Insu attacks, accusations, profanity, vulgar language, inappropriate gestures, or other inappropriate behavior will not be tolerated. Any person, making personal, impertinent, or slanderous remarks, or who shall become boisterous, while addressing the City Council may be considered disorderly by the City Council and may be expelled at the discretion of the Mayor or Mayor Pro Tem.

3.5 The City of Hendersonville is committed to providing accessible facilities, programs and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for any City Council or Board or Commission meetings please contact the City Clerk.

4. GENERAL PUBLIC COMMENT PERIOD (N.C.G.S. § 160A-81.1)

4.1 The general public comment period shall be reserved as an item of business on the agenda for the City Council regular meeting, which is currently held on the first Thursday of each month at 5:45 p.m. in the Assembly Room of the City Operations Building located at 305 Williams St. Hendersonville NC, 28792. Speaker comments during the general public comment period may be on any agenda item or topic of public interest other than public hearings.

4.2 The public comment period is not intended to require the City Council and/or any staff to answer any impromptu questions. Council members may ask a speaker to clarify information in order to better understand the speaker's comments. The city council will not take action on an item presented during the public comment period. Upon completion of the public comment period and when appropriate, the city council may summarize the comments heard from citizens and the city council members may refer inquires made during the public comment period to the City Manager to address as appropriate. If necessary, the item may be added to the agenda of a future meeting, thereby providing the staff an opportunity to research the item and provide data to city council for consideration and review.

4.3 The Mayor reserves the right to alter comment period time limits and other rules of procedure for Council meetings. A total of fifteen (15) minutes will be set aside at the beginning of each meeting for general comments on a first come, first served basis according to the sign-up sheet and order of any digital meeting participation. Speakers will be limited to four (4) minutes each. No time may be yielded or transferred from one speaker to another. Speakers will be asked to identify themselves and will address the City Council from the podium or virtually. Speakers commenting via a digital platform such as Zoom will be given instructions at the appropriate time. Each speaker will be concise and avoid repetition. In order to avoid repetition and delay, groups of people supporting the same position are encouraged to designate a spokesperson for the group.

4.4 The City of Hendersonville City Council shall have a "Council Comment" period for follow up or addressing issues that arise from the public comment section. This shall be a point of response from Council Members to respond to comments that have been made, not to debate with the public.

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4.5 No digital photos or media will be accepted for general comments. Citizens may submit general written comments or materials for consideration which comply with guidelines outlined in **Section 8| Security** through the City's website or by emailing them to the Clerk no later than noon on the meeting day.

AGENDA

4.6 Speakers who have prepared written materials that they want distributed to the council related to the item they plan to discuss during the general public comment period, shall provide nine (9) copies of those documents to the City Clerk prior to the start of the meeting. The Clerk shall distribute the copies to the Mayor and City Council Members, Attorney, and City Managers and retain one copy for the record. All materials submitted are considered public records as defined in **§ 132.1**

5. PUBLIC HEARING COMMENT PERIOD

5.1 Comments for public hearings during City Council meetings will be accepted in the same manner as general comments as well as through the City's website. Comments must pertain to the subject matter of the public hearing.

5.2 Public comments may be submitted electronically ("digital comments") in advance for public hearings, and may include short handouts and up to five (5) photos or one (1) 90 second video. Digital materials will be provided to City Council in the same format as received. Materials received will not be printed. All digital comments and must comply with guidelines outlined in **Section 8| Security**. Digital Materials complying with security requirements such as PowerPoint presentations, handouts, photos and videos should be provided to city staff 48 hours in advance of the meeting as outlined in **Section 8| Security**.

5.3 Speakers who have prepared written materials that they want distributed to the council related to the item they plan to discuss during the public hearing comment period, shall provide nine (9) copies of those documents to the City Clerk prior to the start of the meeting. The Clerk shall distribute the copies to the Mayor and City Council Members, Attorney, and City Managers and retain one copy for the record. All materials submitted are considered public records as defined in **§ 132.1**

DRAFT

6. PUBLIC COMMENTS DURING SPECIAL CALLED AND EMERGENCY MEETING

6.1 Because subjects of Special and Emergency meetings are often regulated by law, there will be no Public Comment Period reserved on agendas of Special and Emergency meetings; however, like regular monthly meetings, these meetings are open for public attendance except as otherwise prohibited by law.

7. REQUESTING PRESENTATIONS TO CITY COUNCIL

7.1 The Mayor and City Manager will review all presentation requests for consideration by Council. Some requests may be resolved administratively without council action. The ability to request to make a presentation to City Council shall not be considered as a general, limited or designated public forum. The decision of whether or not to receive a

public presentation shall be in the sole discretion of the Mayor and City Man City Council.

AGENDA

7.2 Persons requesting to make a presentation to the City Council must contact the City Clerk no later than 10 days prior to the Council meeting in which the presentation request is being made. Approved presentations will be placed on the earliest meeting agenda. All presentation materials must comply **Section 8| Security** and are considered public records as defined in **§ 132.1**

8. SECURITY

8.1 To preserve the integrity of the City's computer databases, networks and operations, no USB devices or links to materials will be accepted. Digital presentation requests & materials may be emailed to the City Clerk in Microsoft Word, Power Point, or other attachment format such as PDF or JPG no later than 48 hours in advance of the meeting.

8.2 Digital photo submissions are limited to five (5) or less and video will be limited to one (1) (up to 90 seconds) per speaker and must be submitted in the above format and be properly labeled in a manner that is easily identifiable.

8.3 Speakers who have prepared written materials that they want distributed to the council related to the item they plan to discuss during the general or public hearing comment period, shall provide nine (9) copies to the Clerk prior to the start of the meeting.

8.4 The City of Hendersonville staff will control digital public presentations and electronic participation at all times during City Council meetings and may, without notice, end any electronic presentation or electronic participation that has become compromised.

DRAFT

9. REMOTE MEETINGS

9.1 **Defined** § 166A-19.24 authorizes any public body to conduct remote meetings in accordance with the rules set out in the act, as well as with the provisions of the open meetings law. "Remote meeting" is defined as: An official meeting, or any part thereof, with between one and all of the members of the public body participating by simultaneous communication. "Simultaneous communication" is defined as: Any communication by conference telephone, conference video, or other electronic means. "Official meeting" and "public body" are defined as set out in the open meetings law.

9.2 Public comment at remote meeting must adhere to the guidelines as permitted in North Carolina General Statutes Article 33C-Meetings of Public Bodies and as adopted by Resolution #20-0432 of the City Council of the City of Hendersonville in addition to the requirements of this Policy.

Mission Statement

The City of Hendersonville is committed to providing quality, efficient services to all citizens, visitors, and businesses through open communication, timely responses, and quality results.

Vision Statement

Hendersonville is a vibrant mountain city where the government and citizens work together for a high quality of life.

City of Hendersonville AGENDA

City Council Contact Information

Phone: 828-697-3005 Fax: 828-697-3014

Mayor Barbara G. Volk 828-697-3000
bvolk@hvlnc.gov or 828-693-5692

Mayor Pro Tem Jerry Smith 828-243-9123
jerrysmith@hvlnc.gov

Council Member Jennifer Hensley 828-606-3703
jhensley@hvlnc.gov

Council Member Jeff Miller 828-693-7426
jmiller@hvlnc.gov

Council Member Lyndsey Simpson 828-513-8667
lsimpson@hvlnc.gov

To email the entire City Council simultaneously please send correspondence to: **CityCouncil@hvlnc.gov**

For Police/Fire/Medical Emergencies Dial 911

For more information visit our website.
https://www.hendersonvillenc.gov

Like us on Facebook!

DRAFT

WELCOME

to the meeting of the

City of Hendersonville City Council

Photo by T. Cox

City of Hendersonville
160 Sixth Avenue E
Hendersonville, NC 28792
Phone: 828-697-3000

https://www.hendersonvillenc.gov

AGENDA

Welcome

The City of Hendersonville City Council Members thank you for your interest in local government and invite you to attend the City's Council meetings, boards and commissions meetings, and to volunteer within the community.

Regular Session City Council meetings are held on the first Thursday of each month at 5:45 p.m. at the City Operations Center at 305 Williams St. Second monthly meetings are held the fourth Wednesday of each month at 4:00 p.m. at the City Operations Center at 305 Williams St.

Public Meetings
Except for some personnel matters and other limited items (which by law can be discussed in closed session), the City Council conducts the City's business in open, public sessions.

So that the public can be informed of the Council's actions, we notify the media and other interested parties about our meetings. Meeting notices, agendas and minutes are also posted on the City's website. All regular session City Council meetings are virtually accessible via Zoom and streamed live on the City's Facebook page as they occur. Citizens may also go to the City's website at any time to view meeting schedules, notices, and minutes of the City Council.

Requesting Presentations to City Council *
The Mayor and City Manager will review for approval all presentation requests for consideration by Council. Some requests may be resolved administratively without council action.

If you wish to request a presentation to the City Council, you must contact the City Clerk no later than 10 days prior to the Council meeting in which the presentation request is being made. Approved presentations will be placed on the earliest meeting agenda. All presentation materials are public records and must comply with the security protocol.

Security *
To preserve the integrity of the City's computer databases, networks and operations no USB devices or links to media or materials will be accepted. Approved presentations and digital materials for public hearings must be emailed to the City Clerk in Microsoft Word, Power Point, or other attachment format such as PDF or JPG no later than 48 hours in advance of the meeting. Digital photos are limited to five (5) or less and video will be limited to one (1) (up to 90 seconds) per speaker and must be submitted in the above format and be properly labeled in a manner that is easily identifiable. Speakers who have prepared written materials that they want distributed to the council related to the item they plan to discuss during the general or public hearing comment period, shall provide nine (9) copies to the Clerk prior to the start of the meeting.

The City of Hendersonville staff will control digital public presentations and electronic participation at all times during City Council meetings. Digital materials, where allowed, will be provided to City Council in the same format as received. Materials received will not be printed.

Conduct *
The City Council may or may not respond during the meeting to individuals who address the Council with questions, except to request clarification of points made by the speaker. The Mayor may rule out of order any comments if such comments are unruly or repetitive of information previously received by the Council on the same subject at that meeting or at previous meetings.

Any person, making personal attacks, impertinent, or slanderous remarks, or who shall become boisterous, while addressing the City Council may be considered disorderly by the City Council and may be expelled at the discretion of the Mayor or Mayor Pro Tem.

General Public Comment Period *
A citizen comment period is set aside in each regular meeting for citizens to address the Council. Any group or person wishing to speak may do so at the designated time by completing the sign-in sheet located on the table at the entrance to the meeting room or by following instructions given during virtual meetings. Speakers will be called on by the Mayor at the appropriate time.

A total of fifteen (15) minutes will be set aside at the beginning of each meeting for general comments on a first come, first served basis according to the sign-up sheet. Speakers will be limited to four (4) minutes each. No digital photos or media will be accepted for general public comments. Citizens may submit written comments for consideration through the City's website or by emailing them to the Clerk no later than noon on the meeting day. Speakers are reminded that Council Members are willing to listen, but action should not be expected.

Public Hearing Comment Period
Comments for public hearings during City Council meetings will be accepted in the same manner as General Comments, to City Council and through the City's website. Digital comments and materials, complying with Security criteria, are also accepted. Written materials will be accepted prior to the meeting.

The Mayor reserves the right to alter comment period time limits and other rules of procedure for Council meetings.

*** THIS BROCHURE IS INTENDED ONLY AS A SUMMARY. REFERENCE SHOULD BE MADE TO THE CITY OF HENDERSONVILLE PUBLIC COMMENT POLICY.**

Contact Us

City of Hendersonville
160 Sixth Avenue E
Hendersonville, NC 28792
Phone: 828-697-3000
Fax: 828-697-3014

Visit our Website
http://www.hendersonvillenc.gov

Contact the City Clerk
Angela Reece
828-697-3005
areece@hvlnc.gov

DRAFT

AGENDA

CITY OF HENDERSONVILLE
AGENDA ITEM SUMMARY

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: September 21, 2020

Presenter: Tom Wooten

Title of Item: LED Streetlight Comparison

Nature of Item: Presentation Only

Council Meeting Date: October 1 2020

Summary of Information/Request:

Item # 11A

Staff is working with Duke Energy to set up a demonstration of two LED street lights for City Council to observe. One light will be a 4000K color (daylight color) and the other will be the 3000K color (soft white color). Duke Energy and other electric utilities have adopted the 4000K as an industry standard. This is the color that Duke Energy has been installing in town when the older streetlights fail.
The 4000K color is not Dark Sky Initiative compliant but the 3000K color is compliant. Both light are the same wattage, just different light colors for you to observe.

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:

No action requested.

Attachments:

None