

AGENDA

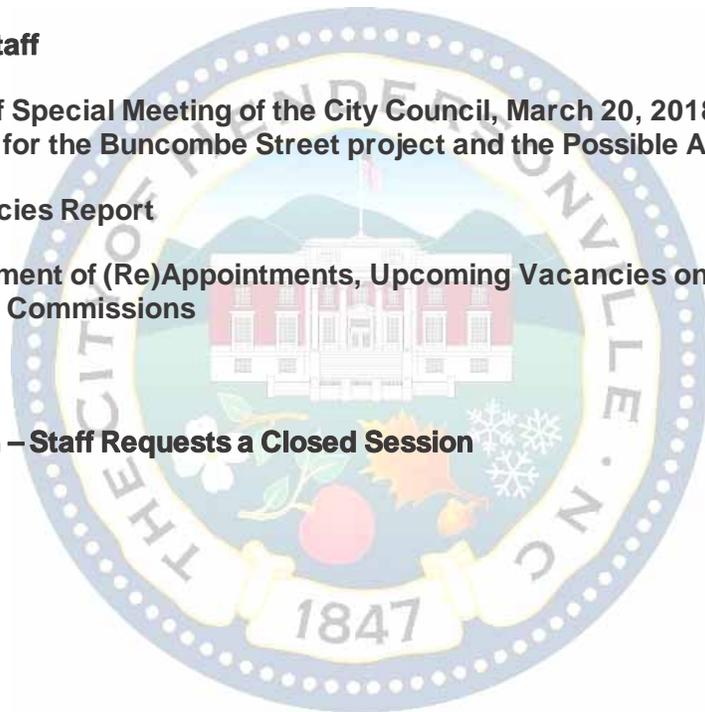
CITY OF HENDERSONVILLE CITY COUNCIL – REGULAR MEETING

MARCH 1, 2018 – 5:45 P.M.

COUNCIL CHAMBERS – CITY HALL

1. **Call to Order**
2. **Invocation and Pledge of Allegiance**
3. **Public Comment Time:** *Up to 15 minutes is reserved for comments from the public for items not listed on the agenda*
4. **Consideration of Agenda**
5. **Consideration of Consent Agenda:** *These items are considered routine, noncontroversial in nature and are considered and approved by a single motion and vote.*
 - A. **Consideration of Minutes: February 6, 2018 Regular Meeting**
 - B. **Consideration of Petition for Contiguous Annexation of Property Located at 914-920 Rutledge Annex – Acceptance of Clerk’s Certificate of Sufficiency**
 - C. **Consideration of Granting a Two-Year Extension of a Special Use Permit for Lakewood Terrace**
 - D. **Consideration of Utility Line Extension Agreement for Water Service for Groves at Town Center**
 - E. **Consideration of an Acceptance of Offer to Purchase Property by Halvorsen Development Corporation**
 - F. **Consideration of a Resolution Accepting the Dedication of Certain Real Property Interests to the City of Hendersonville**
 - G. **Consideration of Budget Amendments**
 - H. **Consideration of Agreement with YMCA for Patton Pool and Park Management**
6. **Public Hearing – Consideration of an Order to Permanently Close an Unopened, Unnamed, and Unimproved Alley off Kensington Road – Request to Continue to April 5, 2018 Meeting**
Presenter: Development Assistance Director Susan Frady

7. **Public Hearing – Consideration of an Application from Chuck Anderson of CLA Builders, Inc. to Rezone a Portion of PIN 9569-41-8704 from R-15 Medium Density Residential to R-10 Medium Density Residential**
Presenter: Senior Planner Matt Champion
8. **Presentation – Hendersonville Sister Cities Annual Report**
Presenter: M r . C h r i s R e e
9. **Presentation of Fire Department Annual Report**
Presenter: Fire Chief Joseph Vindigni
10. **Consideration of Construction Manager at Risk for Building and Grounds Maintenance Facility**
Presenter: City Manager John Connet
11. **Comments from Mayor and City Council Members**
12. **Reports from Staff**
 - A. **Reminder of Special Meeting of the City Council, March 20, 2018, 6:00 p.m., City Hall to review Bids for the Buncombe Street project and the Possible Acquisition of Property**
 - B. **Contingencies Report**
 - C. **Announcement of (Re)Appointments, Upcoming Vacancies on City-Appointed Boards and Commissions**
13. **New Business**
14. **Closed Session – Staff Requests a Closed Session**
15. **Adjourn**





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 1/29/18

Presenter: Susan G. Frady

Date of Council Meeting to consider this item: 03/01/18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05b

The City of Hendersonville has received a petition from Ryan Howell for contiguous annexation of parcel 9577-09-3339 and 9577-09-3279 containing 0.60 acres located at 914, 916, 918 and 920 Rutledge Annex. This annexation application is related to a sewer service request due to a failing septic system. Please refer to the attached maps for additional information.

Attached is the Clerk's Certificate of Sufficiency finding that the petition is valid. The next step in the annexation process is to accept the Clerk's certificate and set a date for the public hearing on the question of adoption of an ordinance of annexation.

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

Suggested Motion:

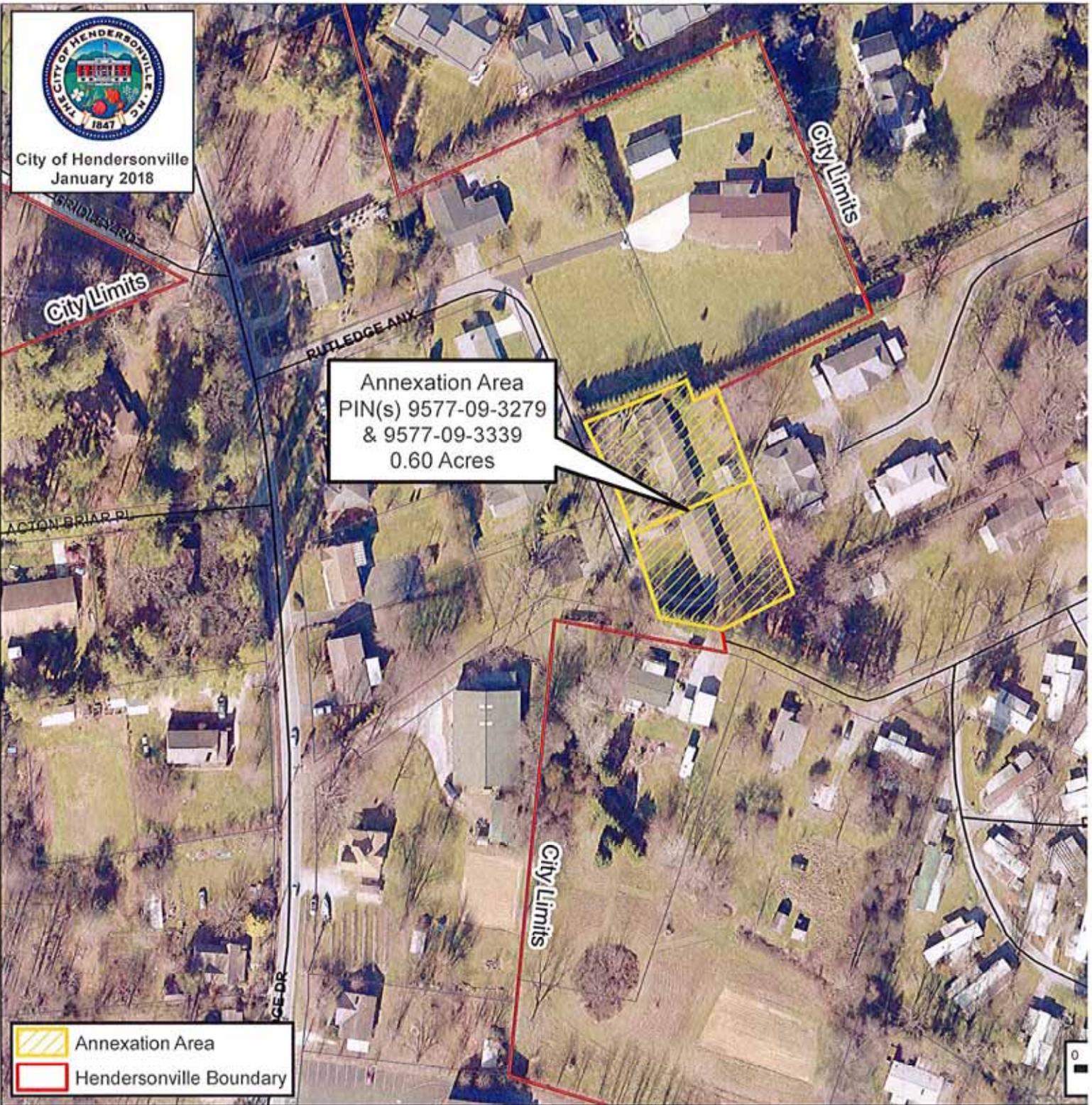
I move Council to accept the City Clerk's Certificate of Sufficiency for the petition from Ronald Jones and set April 5, 2018 as the date for the public hearing.

Attachments:

Map
Survey
Legal Description
Clerk's Certificate of Sufficiency

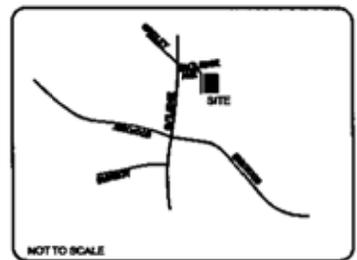
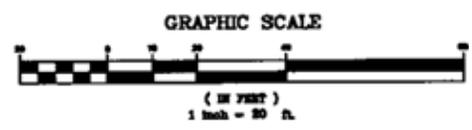
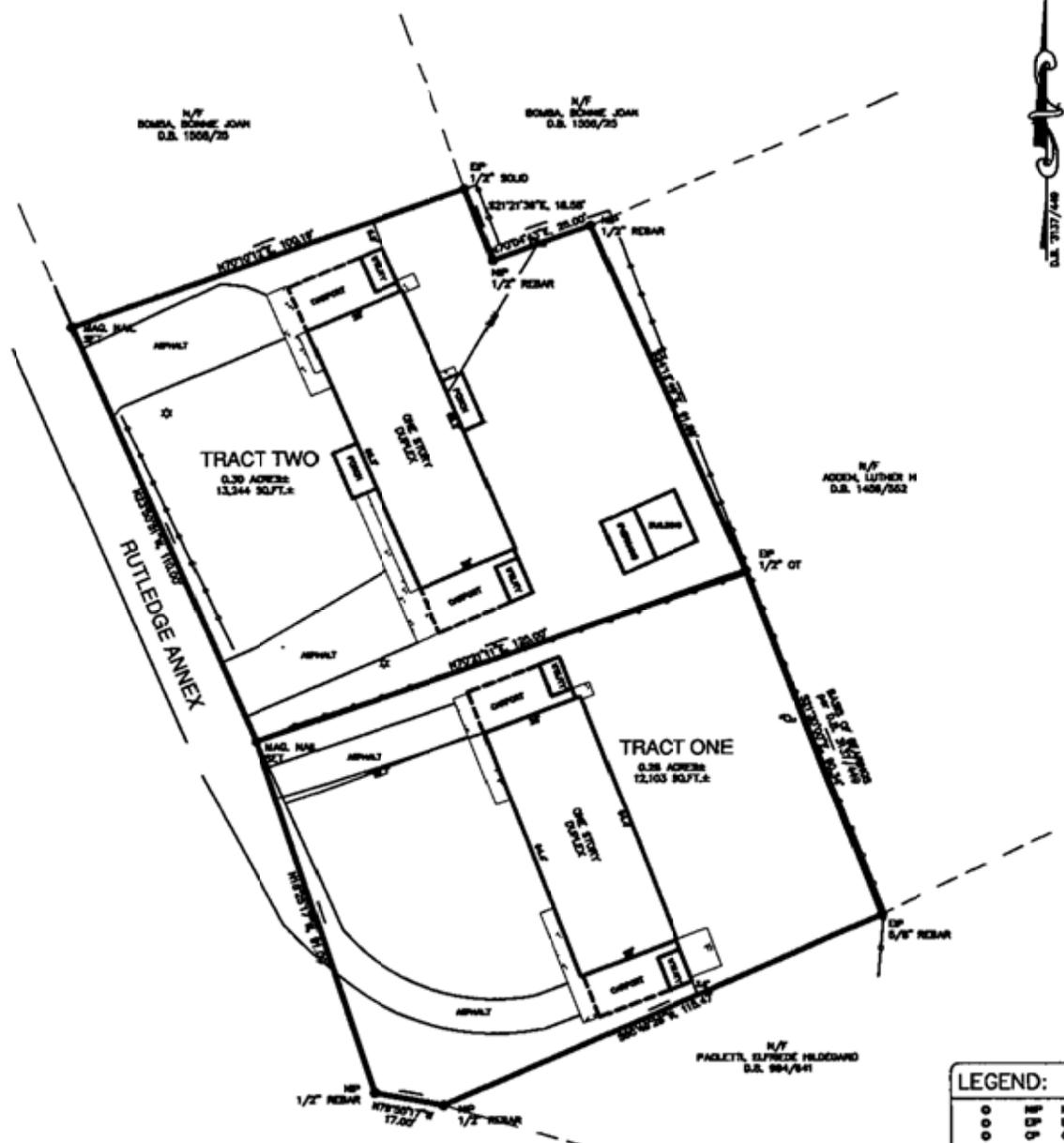


City of Hendersonville
January 2018



Annexation Area
PIN(s) 9577-09-3279
& 9577-09-3339
0.60 Acres

-  Annexation Area
-  Hendersonville Boundary



LOCATION MAP

I, **Fulton Y. Clibborn, Jr.**, certify that this plot was drawn under my supervision from an actual survey made under my supervision (Best description recorded in Book 3137, page 446, etc.) that the boundaries not surveyed are clearly indicated as drawn from information found in Book _____ Page _____ that the ratio of reduction as calculated is 1:10,000; that this plot was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this _____ day of _____, 2018, A.D.

(001)1. This survey is of existing parcels of land and does not create a new street or change an existing street.

Fulton Y. Clibborn, Jr.
L-2814

State of North Carolina
Henderson County

I, _____, Register Office of Henderson County, certify that the map or plot to which this certification is affixed meets all statutory requirements for recording.

Register Office

Filed and recorded in the Register of Deeds Office for Henderson County, N.C. this _____ day of January, 2018 at _____ o'clock _____ M in Block _____

Register of Deeds

STATE of NORTH CAROLINA
Henderson County, Hendersonville Township

Survey for
RYAN T. & ASHLEY M. HOWELL
914 and 920 RUTLEDGE ANNEX

LEGEND:

| | | |
|---|----|---------------------------|
| ○ | HP | NEW IRON PIN (3/8" REBAR) |
| ○ | EP | EXISTING IRON PIN |
| ○ | CP | CALCULATED POINT ONLY |
| ○ | ○ | POWER POLE |
| ○ | ○ | LIGHT POLE |
| ○ | ○ | WATER VALVE |
| ○ | ○ | GAS VALVE |
| ○ | ○ | WATER METER |
| ○ | ○ | FIRE HYDRANT |
| ○ | ○ | SEWERARY SEWER MANHOLE |
| ○ | ○ | STORM DRAIN MANHOLE |
| ○ | ○ | CATCH BASIN |
| ○ | ○ | CLEANOUT |
| ○ | ○ | CURB INLET |
| ○ | ○ | TRANSFORMER |
| ○ | ○ | OVERHEAD POWER |
| ○ | ○ | FENCE LINE |

This shall attest the signature and the original seal of a North Carolina Licensed Land Surveyor.



FISHLAND - CLIBBORNS
SURVEYORS, INC. OF N.C.
ENGINEERS & LAND SURVEYORS
301 3rd St. East
HENDERSONVILLE, N.C. 28039
www.fishland.com
(704) 887-8339
Fax (704) 887-8385
File No. C-0382

| | |
|-----------------|-----------------|
| SEAL BOOK | 3137/446 |
| REV. SURV. BOOK | 3137/446 |
| THE MAP | 2017-01-30-2 |
| PLATT COPY | F/C |
| DATE | 2/1 |
| DRAWN | JULIUS R. SMITH |
| CHECK | ASB/MS |
| DATE | ASB/MS |

R.T. F. Y. CLIBBORNS, JR., P.E.
L-2814

EXHIBIT "A"

TRACT ONE:

Beginning at the eastern most corner of that property described in Deed Book 434, Page 627, Henderson County Registry; and running thence from said beginning point, South 64 deg West 111. 7 feet; thence North 83 deg West 17 feet; thence North 21 deg 30 min West 91 feet; thence North 67 deg East 125 feet; thence South 21 deg 30 min East 92 feet to the point and place of beginning.

There is also conveyed herein a right of way for purposes of ingress, egress and regress from Rutledge Drive, said right of way being 20 feet in width and being described as follows: Beginning at the easternmost margin of Rutledge Drive at the southernmost corner of that property described in Deed Book 434, Page 627 of said Registry; and running thence from said beginning point, North 52 deg 30 min East 255. 70 feet; thence South 83 deg East 112.70 feet to the property as conveyed herein.

Being all of the property described in Deed Book 678, Page 565, Henderson County Registry.

TRACT TWO:

BEGINNING at a new Iron pin in the eastern margin of the 20 foot right of way for Rutledge Annex, said new Iron pin being the southwestern most corner of the Elgin tract (now or formerly) as shown and described in deed found in Deed Book 594 at Page 832 of the Henderson County, North Carolina Registry, and said new Iron pin is also the westernmost corner of Tract Two of that real property described in deed recorded in Deed Book 441 at Page 521 of the Henderson County Registry, and moving thence from said beginning point and traveling North 67 deg. 00 min. 00 sec. East 100 feet to an existing Iron pin; thence turning and running South 25 deg. 00 min. 11 sec. East 18.75 feet to an existing Iron pin; thence North 67 deg. 00 min. 00 sec. East 25 feet to a new Iron pin in the western boundary of the Adden tract as shown and described in deed found in Deed Book 554 at Page 139 of the Henderson County Registry; thence turning and running South 27 deg. 17 min. 32 sec. East 91.86 feet to an existing Iron pin; thence turning and running South 67 deg. 16 min. 28 sec. West 125 feet to a new iron pin in the eastern margin of the 20 foot right of way for Rutledge Annex; thence turning and running along and with the 20 foot right of way for Rutledge Annex North 26 deg 55 min. 34 sec. West 110 feet to the new Iron that is the point and place of BEGINNING and containing .30 acres, more or less, according to a survey prepared by David C. Huntley, R.L.S., L-3204, entitled "Survey for Freddie J. Justus and Betty J. Justus", under date of March 24, 1994 and being Dwg No. H- 1329.

There is also conveyed herewith to the Grantees, their heirs and assigns, a non-exclusive right of way over Rutledge Annex, with said 20 foot right of way traveling in a northerly direction which intersects with a 25 foot drive. There is also conveyed a right of way of over said 25 foot drive as it leads to Rutledge Drive a state maintained roadway. The conveyance of the right of way herein is more particularly described as Tract Three on that deed recorded in Deed Book 441 at Page 521 of the Henderson County, North Carolina Registry with reference to said deed being made in aid of this description.

BEING that same property conveyed to Larry G. Baber, et al by deed recorded in Deed Book 980 at Page 159, Henderson County Registry.

CERTIFICATE OF SUFFICENCY

**RE: Petition for Contiguous Annexation
Ryan Howell
File No. P18-01-ANX**

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

I, Tammie K. Drake, City Clerk, begin first duly sworn, hereby certify an investigation has been completed of the above referenced petition for the contiguous annexation of parcels 9577-09-3339 and 9577-09-3279 located at 914, 916, 918 and 920 Rutledge Annex.

A. According to the Development Assistance Department, the area described in the petition meets all of the standards set out in G.S. 160A-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 present city limits line.

Having made the findings stated above, I hereby certify the petition for contiguous annexation presented by Ryan Howell 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 January, 2018.

Tammie K. Drake

Tammie K. Drake, MMC, City Clerk





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 1/29/18

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 3/1/18

Nature of Item: Council Action

Summary of Information/Request:

Item # 05c

On April 7, 2016, City Council approved a Special Use Permit for Flatiron Partners, LLC to construct 80 multi-family dwellings at Lakewood Terrace. The letter of approval states as follows: As per Section 7-14-13.1 of the City of Hendersonville Zoning Ordinance, construction shall commence within two years of the issuance of the special use permit.

Flatiron Partners, LLC has requested that the City Council grant an extension of the time to commence construction an additional two years. Section 7-14-3.1 of the zoning ordinance further states that City Council may, upon application prior to the expiration of a special use permit, or any extensions thereof, extend such special use permit for an additional period not to exceed 24 months.

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

Suggested Motion:

I move City Council to grant a two year extension on the commencement of the construction at Lakewood Terrace to expire April 7, 2020.

Attachments:

Approval Letter
Extension Request

CITY COUNCIL:
BARBARA G. VOLK
Mayor
STEVE CARAKER
Mayor Pro Tem
RON STEPHENS
JERRY A. SMITH, JR.
JEFF MILLER

CITY OF HENDERSONVILLE

The City of Four Seasons

OFFICERS:
JOHN F. CONNET
City Manager
SAMUEL H. FRITSCHNER
City Attorney
TAMMIE K. DRAKE
City Clerk

DEVELOPMENT ASSISTANCE DEPARTMENT
SUSAN G. FRADY, DEVELOPMENT DIRECTOR

April 28, 2016

Attn: Charles F. Irick
Flatiron Partners, LLC
1714 East Blvd
Charlotte, NC 28703

RE: Special Use Permit File #P15-57-SUR – Lakewood Terrace

Dear Mr. Irick:

This letter is to officially notify you that City Council at its regular meeting of April 7, 2016 took the following actions:

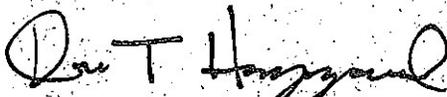
- Adopted an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation of a portion of Parcel # 9579-29-5777, as shown in Exhibit A, from I-1 Industrial to PRD Planned Residential Development
- Approved the application of Flatiron Partners, LLC, for a Special Use Permit 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.

The Special Use Permit is for the development of 80 multi-family residential units on 10 acres. This approval carries an effective date of April 7, 2016. The signed List of Uses and Conditions along with Exhibit A is enclosed.

As per Section 7-4-13.1 of the Zoning Ordinance, construction shall commence within two years of the issuance of the special use permit. The Development Assistance Department will need to approve final site plans meeting the requirements of Section 7-3-4.3 prior to issuance of a Zoning Compliance permit and building permits.

If you have any questions, I can be reached at (828) 697-3010.

Respectfully,



David T. Hazzard, PLA
Senior Planner

Enclosure: 2



January 10, 2018

Ms. Susan G. Frady
Development Assistance Director
City of Hendersonville
100 N. King St,
Hendersonville, NC 28712

RE: Special Use Permit – Lakewood Terrace

Dear Ms. Frady,

In 2016, the City of Hendersonville approved a Special Use Permit that would allow my company, Flatiron Partners, LLC, to build an 80 unit multi-family apartment community called Lakewood Terrace on a portion of Parcel #9579-29-5777. This permit was required in order for us to apply for an allocation of Low Income Housing Tax Credits (LIHTCs) from the North Carolina Housing Finance Agency (NCHFA). Since the special use permit was approved, we have been unsuccessful in obtaining an allocation of LIHTCs.

This year, NCHFA has made some changes to the scoring system that we believe will allow Lakewood Terrace to be funded in the upcoming allocation round. Similar to the previous years, we will still need proper zoning and special use permits in place in order to apply for tax credits. It is my understanding that our previous approved special use permit will expire in the upcoming year. In order for us to move forward with our application, I am writing you to request an extension on our previous approved Special Use Permit. Our updated schedule would have us beginning construction in March of 2019 and complete construction in March of 2020. I am requesting that the special use permit be extended through 2020 to allow the construction of Lakewood Terrace.

I am happy to provide to you and council any information regarding the project or the tax credit allocation process. Please let me know if you need anything else from me to process this request.

Sincerely,



Charles Irick Jr



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Rhonda Wiggins

Department: Utilities

Date Submitted: 2/16/2018

Presenter: Lee Smith

Date of Council Meeting to consider this item: March 1, 2018

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 05d

Water Extension Request

Groves at Town Center - 35 Howard Gap Road, Fletcher NC

This project requires an extension of the City of Hendersonville's water system to provide service to a 168 unit apartment complex located on Howard Gap Rd. This development will consist of 1-, 2-, and 3- bedroom apartment units, a clubhouse, playground and a dog park.

Water service will be provided by approximately 1,970 lf of 8" waterlines and 6 fire hydrants.
Sewer service will be provided by Cane Creek Sewer District.

This project is within the Zoning and Planning Jurisdiction of the Town of Fletcher and has received approval dated November 13, 2017.

Based on the above information, the Water and Sewer Department has the capacity to support this additional infrastructure and associated connections and hereby recommends approval of said project contingent upon final approval of construction plans and specifications by the Water and Sewer Department.

Budget Impact: \$ 0.00 Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

This project will be funded by the developer, Southwood Realty Company, Gastonia NC

Suggested Motion:

"I move to accept this extension of utility services to this project"

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 02/21/2018

Presenter: John Connet

Date of Council Meeting to consider this item: 03/01/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05e

In February 2017, the City Council closed Market Street in order to facilitate the construction of the new Publix Supermarket. Upon the closing of the street an area of 303 square feet, which was formerly right of way, reverted back to the City of Hendersonville. This small area is located within the proposed Publix Development. In 2016, Halvorsen Development Corporation offered to purchase this area for \$5,000, but due to the delay in the street closing, the offer and subsequent City Council action was never completed. At the February 1, 2018 meeting the City Council declared the property surplus, received Halvorsen Development's offer to purchase the property and directed the staff to advertise for upset bids. The sale of the property has been advertised in accordance with North Carolina General Statutes and no additional bids have been received by the City Clerk. Therefore, we request that the the City Council formally approve the sale of the aforementioned 303 square feet to Halvorsen Development Corporation and authorize staff to complete the transaction.

Budget Impact: \$ 5,000 Is this expenditure approved in the current fiscal year budget? ^{N/A} If no, describe how it will be funded.

Additional revenue to be deposited in General Fund

Suggested Motion:

I move that the City Council approve the selling of the aforementioned 303 square feet of property to Halvorsen Development Corporation for \$5,000 and direct staff to complete the transaction.

Attachments:

Approved Resolution
Map showing former right of way

**RESOLUTION AUTHORIZING THE DISPOSITION OF CERTAIN REAL PROPERTY BY
NEGOTIATED OFFER, WITH UPSET BID PROVISIONS (N.C.G.S. § 160A-269)**

WHEREAS, the City Council of the City of Hendersonville, North Carolina, desires to dispose of certain property of the City as identified herein, and

WHEREAS, the City of Hendersonville have received an offer for the purchase of the real property, and

WHEREAS, the Council desires to instruct the City Manager to initiate disposition of this real property in accordance with North Carolina General Statutes 160A-269,

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

- 1) The property is described as follows:

Consisting of 303 square feet, more or less, commonly referred to as a portion of the Market Street (formerly Shepherd Avenue) public right-of-way abandonment, lying and being in the City of Hendersonville, Henderson County, NC.

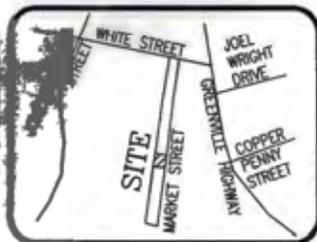
- 2) Subjects to the terms of this resolution the City Manager is authorized to dispose of the described property by negotiated offer, advertisement, and upset bids (N.C.G.S. 160A-269).
- 3) No minimum bid has been established for this property.
- 4) Sale of subject property will be subject to final City Council approval. The City of Hendersonville reserves the right to accept or reject any or all bids.

Adopted this second day of February, 2018.

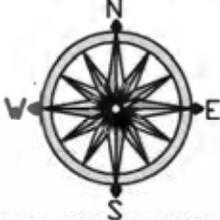
Barbara G. Volk, Mayor

Attest:

Tammie K. Drake, City Clerk



VICINITY MAP
(NOT TO SCALE)



REF: NC GRID NAD 83

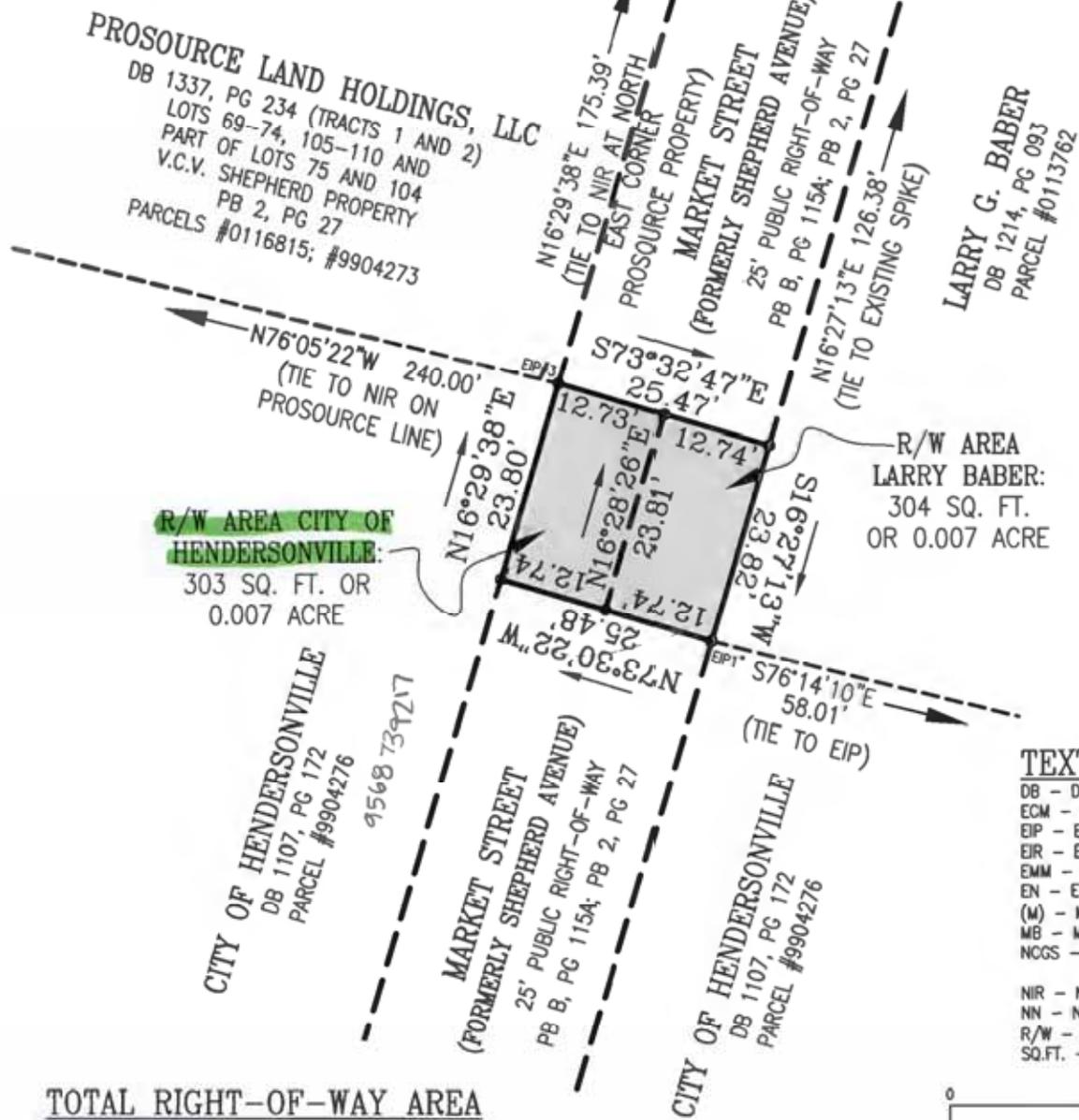
EXHIBIT MAP
MARKET STREET RIGHT-OF-WAY TO BE ABANDONED
 ALONG THE PROPERTY OF: LARRY G. BABER
 & THE CITY OF HENDERSONVILLE
 CITY OF HENDERSONVILLE,
 HENDERSON COUNTY, NORTH CAROLINA

DATE: JANUARY 8, 2016
 SCALE: 1" = 20'
 JOB NUMBER: 6868
 SHEET 2 OF 2

MAP PREPARED BY
JAMES MAUNY & ASSOCIATES, P.A.
 6405 WILKINSON BLVD. SUITE 11
 BELMONT, NC 28012, LICENSE NO. C-2373
 TEL:(704) 829-9623 FAX: (704)829-9625

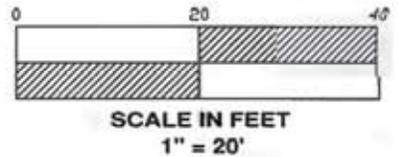
- NOTES:**
1. THIS MAP IS FOR EXHIBIT PURPOSES ONLY- TO SHOW THE ABANDONMENT OF A PORTION OF MARKET STREET.
 2. BOUNDARY LINES AND EXISTING PROPERTY CORNERS SHOWN ON THIS EXHIBIT WERE PLOTTED FROM THE ALTA SURVEY PREPARED FOR HALVORSEN SUBURBAN CENTERS, LLC. BY JAMES MAUNY & ASSOCIATES, P.A. DATED JUNE 24, 2014 (MAP FILE: F1257) AND FROM EXISTING RECORDS. NO ADDITIONAL FIELD WORK WAS CONDUCTED IN PREPARATION OF THIS EXHIBIT.
 3. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
 4. THIS MAP DOES NOT REPRESENT A CURRENT SURVEY OF THE PROPERTY SHOWN. PHYSICAL IMPROVEMENTS AND MATTERS OF RECORD WHICH AFFECT THE PROPERTY ARE NOT SHOWN.

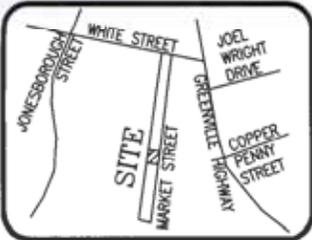
LINE LEGEND:
 PROPERTY LINE (SUBJECT PARCELS)
 PROPERTY LINE (ADJOINING PARCELS)
 RIGHT-OF-WAY



TEXT LEGEND:
 DB - DEED BOOK
 ECM - EXISTING CONCRETE MONUMENT
 EIP - EXISTING IRON PIPE
 EIR - EXISTING IRON ROD
 EMM - EXISTING METAL MONUMENT
 EN - EXISTING NAIL
 (M) - MEASURED
 MB - MAP BOOK
 NCGS - NORTH CAROLINA GEODETIC SURVEY
 NIR - NEW IRON ROD
 NN - NEW NAIL
 R/W - RIGHT-OF-WAY
 SQ.FT. - SQUARE FEET

**TOTAL RIGHT-OF-WAY AREA
 TO BE ABANDONED:**
 607 SQ. FT. OR 0.014 ACRE





VICINITY MAP
(NOT TO SCALE)



REF: NC GRID NAD 83

EXHIBIT MAP
MARKET STREET RIGHT-OF-WAY TO BE ABANDONED
 ALONG THE PROPERTY OF: LARRY G. BABER
 & THE CITY OF HENDERSONVILLE
 CITY OF HENDERSONVILLE,
 HENDERSON COUNTY, NORTH CAROLINA

DATE: JANUARY 8, 2016
 SCALE: 1" = 200'
 JOB NUMBER: 6868
 SHEET 1 OF 2

MAP PREPARED BY
JAMES MAUNEY & ASSOCIATES, P.A.
 6405 WILKINSON BLVD. SUITE 11
 BELMONT, NC 28012, LICENSE NO. C-2373
 TEL: (704) 829-9623 FAX: (704) 829-9625

NOTES:

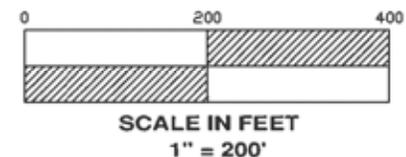
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LINE LEGEND:

- PROPERTY LINE (SUBJECT PARCELS)
- PROPERTY LINE (ADJOINING PARCELS)
- RIGHT-OF-WAY

TEXT LEGEND:

- DB - DEED BOOK
- ECM - EXISTING CONCRETE MONUMENT
- EIP - EXISTING IRON PIPE
- EIR - EXISTING IRON ROD
- EMM - EXISTING METAL MONUMENT
- EN - EXISTING NAIL
- (M) - MEASURED
- MB - MAP BOOK
- NCGS - NORTH CAROLINA GEODETIC SURVEY
- NIR - NEW IRON ROD
- NN - NEW NAIL
- R/W - RIGHT-OF-WAY
- SQ.FT. - SQUARE FEET



MARKET STREET RIGHT-OF-WAY TO BE ABANDONED

0.014 Acre

Along the Property of Larry G. Baber & The City of Hendersonville
Hendersonville, Henderson County, North Carolina

Being a portion of the existing public right-of-way of Market Street (formerly Shepherd Avenue) lying and being in the City of Hendersonville, Henderson County, North Carolina, to be abandoned, said portion of Market Street to be abandoned being more particularly described as follows:

BEGINNING at an existing iron pipe on the easterly margin of the right-of-way of Market Street (formerly Shepherd Avenue – 25' public right-of-way), said iron being a common corner between the City of Hendersonville property as described in Deed Book 1107, Page 172 of the Henderson County Public Registry and the Larry G. Baber property as described in Deed Book 1214, Page 93 of said Registry, said iron being furthermore located North $73^{\circ}32'47''$ West a distance of 287.09 feet from North Carolina Geodetic Survey Control Monument "Creek" (SPC 83 Coordinates N: 583,838.76 feet; E: 968,442.98 feet; Combined Grid Factor: 0.99977800), and runs thence from said BEGINNING point with a new line crossing Market Street North $73^{\circ}30'22''$ West a distance of 25.48 feet to a point on the westerly margin of the right-of-way of Market Street; thence with the westerly margin of the right-of-way of Market Street North $16^{\circ}29'38''$ East a distance of 23.80 feet to an existing iron pipe at the common corner between The City of Hendersonville property as referenced above and the Prosource Land Holdings, LLC property as described in Deed Book 1337, Page 234 of said Registry; thence with a new line crossing Market Street South $73^{\circ}32'47''$ East a distance of 25.47 feet to a point on the easterly margin of the right-of-way of Market Street; thence with the easterly margin of the right-of-way of Market Street South $16^{\circ}27'13''$ West a distance of 23.82 feet to the point and place of BEGINNING; containing 607 square feet or 0.014 acre, more or less, as shown on the attached Exhibit Map prepared by James Mauney & Associates, P.A. dated January 8, 2016.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Sam Fritschner

Department: Legal

Date Submitted: 19 February 2018

Presenter: Sam Fritschner

Date of Council Meeting to consider this item: 1 March 2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05f

As I have mentioned before, a completed dedication of a real property interest in this state requires two acts: (1) the dedication by the owner of the property interest and (2) acceptance by the dedicatee (in this case the City of Hendersonville.)

There are a number of ways to show acceptance, but the most certain, formal and readily discoverable through a records search would be a resolution by the City Council.

In conjunction with the water and sewer and engineering departments the legal department is developing a method for providing for City Council acceptance of recorded documents, including easements and other property grants. The legal department will submit a list of projects approved by all of the aforementioned departments (but not signed by an authorized City agent) each month for adoption of a resolution by the City Council accepting these dedications. Anyone searching to see whether the interest was accepted would then be able to find out simply by doing a search of the minutes.

Typically these will be included with the proposed consent agenda along with copies of the recorded documents. We expect next month's memo to contain a brief reminder of this process and subsequent months simply to contain project lists and the associated documents.

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 accept the dedications shown on the attached resolution.

Attachments:

Resolution and copies of recorded documents.

RESOLUTION # _____

A RESOLUTION ACCEPTING THE DEDICATION OF CERTAIN REAL PROPERTY INTERESTS TO THE CITY OF HENDERSONVILLE

WHEREAS the City Council is advised that in order for a dedication to the City of an interest in real property, to be completed, requires not only the initial dedication but also the acceptance in some form by the City of the dedication; and

WHEREAS the City Council has determined that it is desirable for the City to accept dedications formally and in a manner that can easily be discovered; and

WHEREAS the City Council believes that the most formal and easily discovered method of accepting real property dedications is by City Council resolution, where the property interest has not been accepted by a document executed by an authorized City representative; and

WHEREAS the City Council is informed that the real property interests listed below have been dedicated to the City but not yet accepted in writing;

NOW, THEREFORE, BE IT THEREFORE RESOLVED that the City Council does hereby accept the dedication of the following identified real property interests effective as of the moment of adoption of this resolution:

| Dedicated by | Date of recording | Property interest and short description |
|----------------------------|--------------------------|--|
| Hendersonco LLC | 12/15/2017 | (Mills River Nursing Home) water system & easement; PIN 9631857163 |
| South Creek Cottages, LLC | 12/15/2017 | Water system & easement; PIN 962015631 |
| Eade Road Investments, LLC | 12/15/2017 | Water system & easement – River Breeze Ln., off Eade Rd., Mills River; Plat slide 10951) |
| Flat Rock Hospitality, Inc | 1/24/2018 | Water system & easement – Fairfield Inn & Suites, Upward Rd.; PIN 9587599902 |
| Norafin (Americas), Inc. | 2/1/2018 | Water system & easement – Schoolhouse Rd.; PIN 9631615703. |

Adopted this first day of March 2018.

Barbara Volk
Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, MMC
City Clerk



This document presented and filed:
02/01/2018 10:20:14 AM

WJ

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: Fritschner

7 STATE OF NORTH
CAROLINA COUNTY OF
HENDERSON

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 15th day of January, 2018, by and between Norafin (Americas) Inc., aka Norafin (Americas), Inc. GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipal Corporation, 145 Fifth Avenue East, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in Henderson County, State of North Carolina:

Being all of the water system(s) as shown on the plat thereof recorded at plat slide 10942 in the Henderson County, North Carolina Registry, including all the right, title and interest of the Grantor in and to the pipes, and other appurtenances utilized in the operation and maintenance of said water system(s).

There is further conveyed any easements and rights-of-way necessary as required for purposes of laying additional lines, pipes and conduits, and as a means of ingress and egress to repair and maintain the entire water system(s).

It is further agreed that the Grantor does hereby warrant said water system(s) to be free of defects in materials and workmanship for a period of one year from the date of acceptance by the Grantee and will perform any and all necessary maintenance to said water system(s) during that period of time.

AND the Grantee is further granted the right to use the said easement for operation and maintenance of the said water line. Upon completion of any work hereunder the Grantee shall restore the premises first above described to a condition as near the pre-construction condition as practicable, including the original topography, and shall repair all existing driveways and walkways damaged by the Grantee or its agents to their pre-construction condition. The Grantee shall interfere as little as reasonably possible with any plantings or improvements on said property of the Grantor, and shall further replant or replace, at the Grantee's option, any naturally-occurring or ornamental flora damaged during construction, as determined by the Grantee's Utilities Director or other authorized representative of the Grantee to be non-intrusive to the pipe line(s) and conduits being installed; provided further, the Grantor shall not erect any structures upon the easement or construct a street across said easement without the prior express written consent of the Grantee.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

[NORAFIN (AMERICAS) INC.]
Aka NORAFIN (AMERICAS), INC.

by: Stuart Smith

Vice President

Corporate Seal

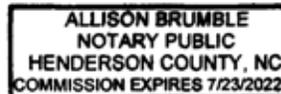
State of North Carolina
County of Henderson

I, Allison Brumble, certify that Stuart Smith personally came before me this day and acknowledged that he is VP of Norafin (Americas) Inc, and that he, as VP being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the day of JAN-15, 2018

Allison Brumble
Notary Public

My commission expires: July 23, 2022





This document presented and filed:
12/15/2017 12:57:21 PM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner

→Return to: Hendersonville city box

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 12th day of December, 2017 by and between South Creek Cottages, LLC, a North Carolina limited liability company GRANTOR, and **THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East**, of the County of **HENDERSON**, State of **NORTH CAROLINA**. Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in Henderson County, State of North Carolina:

Being all of the water system(s) as shown on the plat thereof recorded in the Henderson County, North Carolina Registry as Plat Slide 10981 and made a part hereof by this reference by this reference, including all the right, title and interest of the Grantor in and to the pipes, and other appurtenances utilized in the operation and maintenance of said water system(s), and including an easement as shown on the said recorded plat for the purposes of laying additional lines, pipes and conduits, and as a means of ingress and egress to repair and maintain the entire water system(s).

It is further agreed that the Grantors do hereby warrant said water system(s) to be free of defects in materials and workmanship for a period of one year from the date of acceptance by the Grantee and will perform any and all necessary maintenance to said water system(s) during that period of time.

TO HAVE AND TO HOLD THE SAME. Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same, and, Third, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the interest described above to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

South Creek Cottages, LLC

by: _____ (SEAL)
Name: David McKinley, Manager

State of NC
County of Henderson

I, Sandra B Duncan, certify that David McKinley personally came before me this day and acknowledged that he is a manager of South Creek Cottages, LLC and that he as manager, being authorized to do so, executed the foregoing on behalf of the company. Witness my hand and official seal, this the 17th day of December 2017.



Sandra B Duncan
Notary Public

My commission expires: 6.3.2019

875653



This document presented and filed:
12/15/2017 12:57:22 PM

WLK

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: Hendersonville city box



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 12 day of December, 2017 by and between Eade Road Investments, LLC, a North Carolina limited liability company GRANTOR, and **THE CITY OF HENDERSONVILLE, a North Carolina Municipality, 145 Fifth Avenue East, of the County of HENDERSON, State of NORTH CAROLINA**, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in Henderson County, State of North Carolina:

Being all of the water system(s) as shown on the plat thereof recorded in the Henderson County, North Carolina Registry as Plat Slide 10951 and made a part hereof by this reference by this reference, including all the right, title and interest of the Grantor in and to the pipes, and other appurtenances utilized in the operation and maintenance of said water system(s), and including an easement as shown on the said recorded plat for the purposes of laying additional lines, pipes and conduits, and as a means of ingress and egress to repair and maintain the entire water system(s).

It is further agreed that the Grantors do hereby warrant said water system(s) to be free of defects in materials and workmanship for a period of one year from the date of acceptance by the Grantee and will perform any and all necessary maintenance to said water system(s) during that period of time.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST. That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same, and, Third, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the interest described above to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

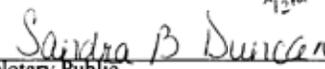
EADE ROAD INVESTMENTS, LLC

by:  (SEAL)
Name: Rick Moore
Manager



State of NC
County of Henderson

I, Sandra B. Duncan, certify that personally came before me this day and acknowledged that he/she is a manager of Eade Road Investments, LLC and that he/she, as manager, being authorized to do so, executed the foregoing on behalf of the company. Witness my hand and official seal, this the day of December 2017.


Notary Public

My commission expires: 6-3-2019

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: Fritschner

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 19th day of February, 2018, by **FLAT ROCK HOSPITALITY, LLC**, GRANTOR, in favor of the **CITY OF HENDERSONVILLE**, a North Carolina Municipality, 145 Fifth Avenue East, of Henderson County, North Carolina, GRANTEE.

W I T N E S S E T H:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in Henderson County, State of North Carolina:

Being all of the water system(s) as shown on the plat 11045 recorded in the Henderson County, North Carolina Registry, including all the right, title and interest of the Grantor in and to the pipes, and other appurtenances utilized in the operation and maintenance of said water system(s), and a permanent exclusive easement for the use, laying, repair, removal and addition to, and for access to the said system.

There is further conveyed any easements and rights-of-way necessary as required for purposes of laying additional lines, pipes and conduits, and as a means of ingress and egress to repair and maintain the entire water system(s).

It is further agreed that the Grantors do hereby warrant said water system(s) to be free of defects in materials and workmanship for a period of one year from the date of acceptance by the Grantee and will perform any and all necessary maintenance to said water system(s) during that period of time.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

FLAT ROCK HOSPITALITY, LLC.

by: [Signature]
printed name: SATIS PATEL
a Manager



STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, Jessica Brooke Green, a Notary Public of the County and State aforesaid, certify that SATIS PATEL, a manager of Flat Rock Hospitality, LLC, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this the 19th day of FEBRUARY 2018.

Notary Public Jessica Brooke Green

My commission expires: 02/22/2022



This document presented and filed:
02/01/2018 10:20:14 AM

WJ

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: \$0.00

Excise Tax: \$0.00

This document was prepared by: Samuel H. Fritschner
Return to: Fritschner

7 STATE OF NORTH
CAROLINA COUNTY OF
HENDERSON

NORTH CAROLINA DEED OF EASEMENT

This Deed made this 15th day of January, 2018, by and between Norafin (Americas) Inc., aka Norafin (Americas), Inc. GRANTOR, and THE CITY OF HENDERSONVILLE, a North Carolina Municipal Corporation, 145 Fifth Avenue East, of the County of HENDERSON, State of NORTH CAROLINA, Grantee.

WITNESSETH:

That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor has bargained, sold and conveyed, and by these presents does bargain, sell and convey unto the Grantee, its successors and assigns in the following described interest in real property situated in Henderson County, State of North Carolina:

Being all of the water system(s) as shown on the plat thereof recorded at plat slide 10942 in the Henderson County, North Carolina Registry, including all the right, title and interest of the Grantor in and to the pipes, and other appurtenances utilized in the operation and maintenance of said water system(s).

There is further conveyed any easements and rights-of-way necessary as required for purposes of laying additional lines, pipes and conduits, and as a means of ingress and egress to repair and maintain the entire water system(s).

It is further agreed that the Grantor does hereby warrant said water system(s) to be free of defects in materials and workmanship for a period of one year from the date of acceptance by the Grantee and will perform any and all necessary maintenance to said water system(s) during that period of time.

AND the Grantee is further granted the right to use the said easement for operation and maintenance of the said water line. Upon completion of any work hereunder the Grantee shall restore the premises first above described to a condition as near the pre-construction condition as practicable, including the original topography, and shall repair all existing driveways and walkways damaged by the Grantee or its agents to their pre-construction condition. The Grantee shall interfere as little as reasonably possible with any plantings or improvements on said property of the Grantor, and shall further replant or replace, at the Grantee's option, any naturally-occurring or ornamental flora damaged during construction, as determined by the Grantee's Utilities Director or other authorized representative of the Grantee to be non-intrusive to the pipe line(s) and conduits being installed; provided further, the Grantor shall not erect any structures upon the easement or construct a street across said easement without the prior express written consent of the Grantee.

TO HAVE AND TO HOLD THE SAME, Together with all hereditaments and appurtenances thereunto in any wise appearing, unto the said part of the second part heirs and assigns forever.

And the said Grantor does covenant the said Grantee, its successor and assigns, as follows: FIRST, That the said Grantor is the owner and lawfully seized of said land and premises. SECOND, That it has good right and full power to convey the same. THIRD, That the same are free from all encumbrances whatsoever, And, FOURTH, That the said Grantee and its successors and assigns shall quietly enjoy and possess the same, and that the said Grantor, the successors and assigns, will forever warrant and defend the title to the same against all lawful claims.

IN TESTIMONY WHEREOF, said Grantor has caused these presents to be signed in its name personally or by a person authorized to do so.

[NORAFIN (AMERICAS) INC.]
Aka NORAFIN (AMERICAS), INC.

Stuart Smith
by: _____

Corporate Seal

Vice President

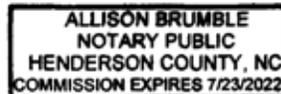
State of North Carolina
County of Henderson

I, Allison Brumble, certify that Stuart Smith personally came before me this day and acknowledged that he is VP of Norafin (Americas) Inc, and that he, as VP being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and official seal, this the day of JAN-15, 2018

Allison Brumble
Notary Public

My commission expires: July 23, 2022





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 02/21/2017

Presenter: Adam Murr

Date of Council Meeting to consider this item: 03/01/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05g

Budget Amendment(s) 3

1) WTP Pumps & Equipment (Chlorine Scrubber)... | Fund 60 | Decrease \$410,000
| Fund 403 | Increase \$410,000

2) Walk of Fame... | Fund 821 | Increase \$2,000

3) Grey Hosiery Mill... | Fund 305 | Increase \$600,000

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

Described Above.

Suggested Motion:

I move to approve the budget amendments as presented.

Attachments:

See below.

BUDGET AMENDMENT

FUND: 60 | 403

| ACCOUNT NUMBER | | | | |
|-----------------|--------|-----------------------------------|------------|------------|
| ORG | OBJECT | DESCRIPTION OF ACCOUNT | INCREASE | DECREASE |
| 604250 | 512200 | SALARIES & WAGES - OVERTIME | 1,695.00 | |
| 607113 | 549310 | BANK RECONCILIATION | 1,822.00 | |
| 607123 | 513500 | SALARIES & WAGES - UNIFORM/TAXAB | 159.00 | |
| 607123 | 518900 | RETIREE INSURANCE | 1,880.00 | |
| 607125 | 518900 | RETIREE INSURANCE | 946.00 | |
| 607126 | 535250 | R&M-LINES | 85,221.00 | |
| 607127 | 535250 | R&M-LINES | | 85,221.00 |
| 607127 | 559600 | CAP OUTLAY LINE UPGRADE | 6,091.00 | |
| 607134 | 513500 | SALARIES & WAGES-UNIFORM/TAXAB | 165.00 | |
| 607136 | 512200 | SALARIES & WAGES-O/T | 5,056.00 | |
| 607136 | 513500 | SALARIES & WAGES-UNIFORM/TAXAB | 161.00 | |
| 609910 | 599100 | CONTINGENCIES | | 17,975.00 |
| 607124 | 552000 | CAP OUTLAY EQUIPMENT | | 410,000.00 |
| 609900 | 999403 | TRANSFER TO WTP PUMPS & EQUIPMENT | 410,000.00 | |
| FUND 60 | | TOTAL REVENUES | - | - |
| | | TOTAL EXPENDITURES | 513,196.00 | 513,196.00 |
| 4030000 | 998060 | TRANSFER IN FROM W&S | 410,000.00 | |
| 4030000 | 559850 | CONSTRUCTION CONTRACT | 410,000.00 | |
| FUND 403 | | TOTAL REVENUES | 410,000.00 | - |
| | | TOTAL EXPENDITURES | 410,000.00 | - |

Amendment to cover various overages in the W&S fund stemming from overtime, bank reconciliation, insurance, uniforms, and coding error. Moves funds designated for the Water Treatment Plant chlorine scrubber to a Capital Project Ordinance (tied with the high service pump station). CPO has been re-named WTP PUMPS & EQUIPMENT. Originally, this CPO was WTP HIGH SERVICE PUMP.


 CITY MANAGER

Date: 2-21-18

APPROVED BY CITY COUNCIL:

DATE: 3/1/2018

BUDGET AMENDMENT

FUND: 305

| ACCOUNT NUMBER | | DESCRIPTION OF ACCOUNT | INCREASE | DECREASE |
|----------------|--------|------------------------|------------|----------|
| ORG | OBJECT | | | |
| 3050000 | 519000 | Prof. Services | 108,000.00 | |
| 3050000 | 559500 | Construction Contract | 492,000.00 | |
| 3050000 | 499100 | Proceeds of Debt | 600,000.00 | |
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| FUND 305 | | TOTAL REVENUES | 600,000.00 | - |
| | | TOTAL EXPENDITURES | 600,000.00 | - |

An amendment to increase the Grey Hosiery Mill Project Fund by \$600,000 to provide budget for streetscape improvements from Main St. to Grove St. along 4th Avenue. This is an intitial estimate based on other streetscape improvements in the district. This budget will be amended when final bids for the work come in. The budget is needed for preliminary design and survey work.



CITY MANAGER

Date: 2-21-18

APPROVED BY CITY COUNCIL:

DATE: 3/1/2018



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tom Wooten

Department: Public Works

Date Submitted: 2/22/2018

Presenter: Tom Wooten

Date of Council Meeting to consider this item: March 1, 2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 05h

As discussed at the February meeting, city staff are presenting a proposed agreement with the YMCA to operate Patton Park and Patton Pool.

Budget Impact: \$ 60,000 _____ Is this expenditure approved in the current fiscal year budget? No Yes If no, describe how it will be funded.

Approximately 90% of this amount will be covered through a reduction in operating expenses over the operating season of the pool. The remaining amount will come out of next year's operating budget.

Suggested Motion:

I move to permit the City Manager to enter into an agreement with the YMCA of WNC to operate Patton Pool and Park.

Attachments:

Proposed agreement.

PATTON POOL AND PARK MANAGEMENT AGREEMENT

This agreement, between the Young Men's Christian Association of Western North Carolina, Inc., a North Carolina nonprofit corporation organized pursuant to N.C.G.S. Chapter 55A with principal offices in Buncombe County, NC, (the "YMCA") and the City of Hendersonville, a North Carolina municipality organized under N.C.G.S. Chapter 160A, is made as of February 6 2018.

1. **TERM.** The term of this agreement shall be three years beginning February 6 2018, unless sooner terminated as provided herein.
2. **PURPOSE.** The purpose of this agreement is to provide for the operation and management of the Patton Park and Pool located at 114 E. Clairmont Dr., Hendersonville, North Carolina, in accordance with the specifications, conditions, and terms set forth herein.
3. **ACCESS AND UTILITIES.** The City of Hendersonville shall permit and maintain free access to the Patton Park site for YMCA staff as approved by the YMCA to perform their duties and, upon executing this agreement, The YMCA will rekey or replace the door locks at Patton Pool and replace the padlocks on the gates at the pool. The YMCA will provide two sets of keys that will unlock the new door locks and new padlocks to the Public Works Director. The City may duplicate the keys for other Public Works Maintenance Staff members. A lifeguard break area and equipment supply storage space shall be made available to YMCA staff. The YMCA shall keep, safeguard, and release keys only to authorized personnel. Keys shall be returned to the City of Hendersonville upon termination of this agreement.

The YMCA shall at all times allow City of Hendersonville staff and their immediate family to the pool with city ID free of any charge. Each month upon request by the YMCA the City shall provide YMCA staff a list of eligible employees and family members.

The YMCA shall prohibit food vendors from using the park unless otherwise approved by the City of Hendersonville Public Works and Development Assistance departments.

The YMCA shall not deny access to Patton Pool and Park to anyone based on the absence of such person's YMCA membership.

4. **TELEPHONE.** The City of Hendersonville shall be responsible for providing an operational telephone accessible to YMCA lifeguards free of charge at the pool site. This phone shall be used for official facility business only and for emergencies. For safety reasons, the pool swimming areas shall remain open only if the site telephone is operational. In addition, a telephone capable of directly dialing 911 or other emergency notification system shall be provided and shall remain accessible to all pool users. The telephone shall be permanently affixed to a location inside the pool enclosure or outside the enclosure within 75 feet of a bather entrance. The telephone shall be visible from within the pool enclosure, or a sign shall be posted indicating the location of the emergency telephone. A sign with legible letters shall be posted at the telephone providing dialing instructions, address of the pool location, and the facility telephone number. Where the telephone does not directly access 911, the emergency notification system shall:
 - (1) Provide 24-hour monitoring of all incoming calls by a telecommunicator who answers only emergency calls;
 - (2) Be capable of routing calls to the local 911 telecommunicator via the 911 dedicated emergency trunk line; and
 - (3) Electronically transfer Automatic Number Identification and Automatic Locator Identification for the emergency telephone at the pool to the Enhanced 911 system for all calls routed to 911.
5. **PERMIT.** The YMCA shall obtain a Swimming Pool Operation Permit from the local health department at the expense of the YMCA.
6. **SUPPLIES AND EQUIPMENT.**

The City of Hendersonville further agrees to furnish, without cost to the YMCA, for use at Patton Park and Pool only:

 - Water
 - Electricity

- Utilities
- 110 volt electrical outlet in the pump room
- Telephone(s)
- Pool vacuum heads
- Pool poles
- Pool vacuum hoses
- Pool rules signs
- Trash receptacles
- Life line with buoy
- Lifeguard stand
- Picnic tables
- Sunbathing chairs
- Mowing and maintenance of green space
- All Pool Chemicals
- The following pool and janitorial supplies: soap, disinfectant, paper towels, toilet tissue, and deodorizer
- Trash can liners for the pool area and bathrooms
- Mops
- Brooms
- Dust pans
- Brushes
- Buckets
- Sponges
- Pool brushes
- Leaf skimmers
- Algae brushes
- Algaecides
- Tile scrub pads
- Tile cleaner
- Normal incandescent light bulbs for the bathrooms, pump room, and lifeguard room
- Water hoses
- Taylor water test kit
- Test kit reagents
- First aid kit
- Concession stand resale items

6. FACILITY PREPARATION.

The YMCA agrees to assist with the preparation for opening of the City of Hendersonville Patton Pool beginning on April 3, 2018, and shall continue preparation and maintenance through the opening day on May 26, 2018. The YMCA agrees to take the necessary steps to prepare the facility for approval by the Henderson County Health Department. This includes reviewing the aquatic facility inspection guidelines and providing the necessary labor and attention to bring the facility up to recommended standards.

Specifically, the YMCA shall assist with removing and storing the pool cover, balancing the pool chemicals, vacuuming the pool, cleaning all pool stainless steel, removing and cleaning all furniture including umbrellas, cleaning and organization of storage rooms, concession stand preparation, and ordering necessary chemicals.

The YMCA and City Public Works staff shall meet prior to pool opening for the formal asset inspection. Asset inspection shall review capital needs, facility maintenance issues, and park improvements. Upon completion of the inspection both parties shall determine a repair schedule.

7. POOL OPERATION. The YMCA agrees to furnish certified lifeguards or YMCA Aquatic Safety Assistants as required to operate the pool on the following schedule:

The Patton Pool shall be open on the following days during the 2018 season:

Saturday, May 26 through Monday, September 1, 2018

The pool shall be open during the following hours on non-school days:

| | |
|-----------------------|------------------|
| Monday through Friday | 9 a.m. to 8 p.m. |
| Saturday | 9 a.m. to 8 p.m. |
| Sunday | 1 p.m. to 6 p.m. |

Hours shall vary depending on rental contracts, weather, and maintenance.

During swim team season:

Monday, May 7 through Friday, May 25, 2018, 4-6 p.m., four lanes Monday, May 28 through Friday, August 31, 2018, Monday-Friday 7:30-10 a.m., four lanes

The pool shall be open during the following hours on school days:

Monday through Friday 4 p.m. to 8 p.m.

The YMCA shall manage and schedule Pool and Park rentals as specified in item 11.

The City with the cooperation of the YMCA shall link the City's website with the YMCA's Patton Pool and Park web page.

8. 2018 POOL ADMISSION RATES.

The YMCA shall adhere to the City of Hendersonville Fee Schedule for admission rates to Patton Pool and Park with the exception of the \$2 non-swimmer fee. The YMCA requests that the \$2 non-swimmer fee be removed and that YMCA members be considered city residents. Future rate adjustments shall be requested for approval by the City of Hendersonville before January 1, 2019.

9. WEATHER-RELATED CLOSINGS. On rainy or unseasonably cold days, the YMCA shall maintain two lifeguards at the pool until 6 p.m. At such time, if the weather is still unsuitable for swimming, the pool shall be closed for the day. The YMCA shall have the right to close the pool early in the event of severe weather, as reported by the National Weather Service.

10. POST-SEPTEMBER 1, 2018, Winterization Agreement.

The YMCA shall assist with the winterization of the City of Hendersonville Patton pool beginning on September 2, 2018, and for the remainder of the term of this Agreement. Among the YMCA's duties shall be assisting with securing the pool cover; cleaning and inventory of all furniture including umbrellas, lounge chairs, tables and other deck furniture; cleaning of storage and locker rooms; and any final deck cleaning.

The YMCA Executive and City of Hendersonville Public Works Director shall meet each September during the first and second years of the term of this agreement, at which meeting the parties shall determine capital needs for the pool for the following year. Either party may terminate this agreement without cause upon notice given within 30 days after the date of this meeting.

Upon the end of the term hereof, whether the original three-year term or any shorter or extended period (should the parties agree separately to extend the term and not provide for other retrieval arrangements) the City shall permit the YMCA a reasonable time after such term to retrieve the YMCA's personal property from Park and pool grounds.

11. POOL AND PARK RENTALS.

The YMCA shall be responsible for scheduling all rentals of the City of Hendersonville Patton Pool and sports field's exclusive of the skate park. The YMCA shall collect all fees for pool, and sport fields. The YMCA shall provide lifeguards for special events and after-hours parties. Pool rentals shall be required to have a minimum of two lifeguards per rental. The YMCA shall operate at a minimum on a 1:25 guard to swimmer ratio.

The City of Hendersonville shall maintain control of the Pavilion rentals. Except as otherwise provided in this paragraph, the YMCA shall have exclusive right of access to the pavilions between 9 a.m. and 6 p.m. Monday-Friday from June through August. The City on its own behalf or on behalf of another may request from the YMCA's Senior Program Director rental of the pavilions for use during the hours of 9 a.m. to 6 p.m. Such notification shall occur not later than the Friday before the week's rental. Upon such request the YMCA shall not unreasonably withhold permission to use the pavilions. The City shall retain all fees collected for pavilion rentals.

The YMCA shall not rent out the entire pool until after normal business hours without the approval of the City of Hendersonville Public Works Director, which approval shall not be unreasonably withheld. The YMCA shall retain all rental fees for the pool under such circumstances.

12. MINIMUM SAFETY STANDARDS. The City of Hendersonville agrees and acknowledges that it is its responsibility to maintain depreciable assets, capital investment, replacement and repairs within established state and local codes.

Commented [TB1]: Added Monday-Friday

- 13. PERSONNEL.** All YMCA employees who work at the City of Hendersonville Patton Pool and Park in fulfilling the terms of this agreement, including lifeguards, camp staff, program staff, YMCA Aquatic Safety Assistants, and swim instructors, shall be employed by the YMCA and be considered employees of the YMCA. No pool manager, lifeguard, or swim instructor shall be engaged by the YMCA as an "Independent Contractor" to fulfill the terms of this agreement.

The YMCA agrees to pay the following for the YMCA employees, including pool manager, lifeguards, YMCA Aquatic Safety Assistants, and swim instructors:

- Wages
- Earned benefits
- Income tax withholdings
- Social Security withholdings
- State unemployment insurance
- Federal unemployment insurance
- Worker's compensation insurance

All lifeguards employed by the YMCA shall have a minimum of basic lifeguarding certificates, lifeguard training certificates, or the equivalent, as well as Infant/Child CPR, Adult CPR, Basic First Aid, AED, and O2 training.

The YMCA shall establish pool rules and have the authority to discipline swimmers, guests, or patrons exhibiting unsafe or inappropriate behaviors that put themselves or others at risk. The YMCA shall record all serious acts of discipline and patron violations of rules and safety standards and report them to City of Hendersonville. All behaviors shall be measured against the posted rules of the City of Hendersonville Patton Pool and minimum safety standards as established herein. The YMCA has the right to deny access to anyone based on behavior.

YMCA personnel shall be responsible for the following duties:

- Operate the pool within currently practiced safety standards
- Check the water chemistry and record readings; make a copy of the log available to City of Hendersonville Maintenance
- Vacuum the pool as needed
- Clean tiles around the pool edge
- Backwash the filter system
- Clean the bathhouse, including all wet areas (toilets, showers) periodically throughout the day and complete a thorough cleaning at the end of each day
- Clean both rear public restroom areas attached to the pool building
- Clear the swimming pool area of food, trash, and any other discarded items
- Empty trash daily from pool deck and two exterior bathrooms during the summer pool season
- Straighten and hose off deck furniture and wipe off tables as needed
- Order and replenish janitorial supplies in the bathhouse
- Enforce the rules of the City of Hendersonville Patton Pool or the safety and convenience of the patrons
- Complete inventory of all supplies and store them onsite
- Provide YMCA management with a copy of all completed incident reports
- Report any maintenance issue in a timely manner to the City Public Works Director
- Stock, purchase, and clean the concession stand area
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14. SWIMMING LESSONS

The YMCA shall provide swimming instruction for the general public at the City of Hendersonville Patton Pool. The YMCA shall retain exclusive rights to conduct swimming lessons at the City of Hendersonville Patton pool during the term of this agreement. Private lessons may be arranged during non-peak usage times at Patton Pool. The YMCA shall be entitled to all fees paid. Payment of fees shall be solely the responsibility of individuals taking the lessons.

15. CONCESSION STAND

The YMCA shall operate the concession stand for the City of Hendersonville Patton Pool. The YMCA shall maintain the concession stand in accordance with state and local code and shall apply for all necessary licenses. As the operator of the concession stand the YMCA is entitled to all sales fees. The YMCA shall purchase and stock the concession stands with items for resale.

16. YMCA USE OF PATTON PARK

The City of Hendersonville shall allow the YMCA to use Patton Park and Pool for the following purposes at no cost:

- a. The YMCA Summer Day Camp Program may use both pavilions, basketball courts, sports fields, and pool during the summer months.
- b. The YMCA shall have access to the recreational spaces for YMCA sports programs.
- c. In accordance with paragraph 11 of this agreement, the YMCA shall schedule all park rentals, exclusive of the pavilions and skate park for the time of the agreement.

17. BACKGROUND CHECKS

Under North Carolina law, sex offenders are prohibited from coming onto City of Hendersonville's property at Patton Pool and Park. The YMCA shall conduct a check of all its employees, agents, and independent contractors who shall perform work at Patton Pool and Park on the N.C. Sex Offender and Public Protection Registration Program, the N.C. Sexually Violent Predator Registration Program, and the National Sex Offender Registry. The YMCA shall cause to be excluded from the property all persons required by such laws to be excluded.

18. INSURANCE.

The YMCA shall maintain the following insurance coverage:

- a. Comprehensive general liability, including products and completed operations liability, contractual liability, property damage liability, bodily injury liability, and personal insurance with limits of at least \$1,000,000 per occurrence combined single limit
- b. Worker's compensation insurance in accordance with the laws of North Carolina and Employers' Liability insurance with limits not less than \$1,000,000 per accident and \$1,000,000 each employee injury by disease.

Each party shall list the other party as an additional insured on their insurance policies.

19. INDEMNIFICATION/LIABILITY.

The City of Hendersonville shall indemnify and hold harmless the YMCA from any and all liability, suits, claims, demands, actions, and costs and expense of any such kind or nature whatsoever, but not including attorney's fees, caused by or arising out of any manner activities or functions by the YMCA's use or occupancy of the property, or any injury to person or persons, including death, resulting at any time from the activities of the YMCA or occurring while any individual is on the property of the City of Hendersonville for the YMCA purpose, to the extent such damage, injury or death is the result of negligence on the part of the City of Hendersonville or on the part of its agents attributable to the City.

The YMCA shall indemnify and hold harmless the City of Hendersonville from any and all liability, suits, claims, demands, actions, and costs and expense of any such kind or nature whatsoever, but not including attorney's fees, caused by or arising out of any manner activities or functions by the YMCA's use or occupancy of the property, or any injury to person or persons including death, resulting at any time from the activities of the YMCA or occurring while any individual is on the property of the City of Hendersonville for the YMCA purpose, to the extent such damage, injury or death is the result of negligence on the part of the YMCA or on the part of its agents attributable to the YMCA.

20. NOTICE.

Any notice required to be given under this agreement shall be deemed to have been given upon delivery to the persons designated in this paragraph by either of the following methods: (1) Sending of an email at an address provided herein or (2) deposit with the United States Postal Service in a customary envelope with adequate postage. Either party may notify the other of addressee and address changes by the notification methods provided in this paragraph.

If to the City:

John Connet, city manager
145 Fifth Avenue East
Hendersonville NC 28792
jconnet@hvlnc.gov

If to the YMCA:

Joshua L. Simpson
 YMCA OF WESTERN NORTH CAROLINA
 810 6th Ave. West
 Hendersonville NC 28739
jsimpson@ymcawnc.org

21. APPLICABLE LAW, JURISDICTION AND VENUE

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.

22. AGREEMENT COST.

In consideration of the YMCA's performance of the services and faithful execution of the covenants provided herein the City shall pay to the YMCA the sum of \$60,000 for the first swim year hereof with a 2.5% increase in the second swim year hereof, if any, and a further increase from year two to swim year three hereof of 2.5% upon specifications, conditions, and terms as set forth herein. Such payments shall not include onsite programming considerations. In addition to the financial contribution from the City of Hendersonville, the YMCA shall collect for the City all sums associated with entry fees, food sales, and sports field rentals to offset the expense associated with program offerings at Patton Park.

Payments by the City of Hendersonville to the YMCA of Western North Carolina shall be made in accordance with the following schedule:

| Year 1 Payment Schedule | | Year 2 Payment Schedule | | Year 3 Payment Schedule | |
|------------------------------|-----------------|------------------------------|-----------------|------------------------------|-------------------|
| Payment before May 7, 2018 | \$20,000 | Payment before May 7, 2019 | \$20,500 | Payment before May 4, 2020 | \$21,012.5 |
| Payment before July 16, 2018 | \$20,000 | Payment before July 15, 2019 | \$20,500 | Payment before July 13, 2020 | \$21,012.5 |
| Payment before Sept. 7, 2018 | \$20,000 | Payment before Sept. 9, 2019 | \$20,500 | Payment before Sept. 7, 2018 | \$21,012.5 |
| Total | \$60,000 | Total | \$61,500 | Total | \$63,037.5 |

23. ACCEPTANCE.

Acceptance of this agreement by the City of Hendersonville through signatures below, and return of this agreement shall constitute a contract entered into in accordance with the specifications, terms and conditions attached hereto.

Young Men's Christian Association Western North Carolina, Inc.

by: _____ Date _____
Paul Vest
President and CEO

City of Hendersonville

by: _____ Date _____
John F. Connet
City Manager

PATTON POOL AND PARK MANAGEMENT AGREEMENT

This agreement, between the Young Men's Christian Association of Western North Carolina, Inc., a North Carolina nonprofit corporation organized pursuant to N.C.G.S. Chapter 55A with principal offices in Buncombe County, NC, (the "YMCA") and the City of Hendersonville, a North Carolina municipality organized under N.C.G.S. Chapter 160A, is made as of February 6 2018.

1. **TERM.** The term of this agreement shall be three years beginning February 6 2018, unless sooner terminated as provided herein.
2. **PURPOSE.** The purpose of this agreement is to provide for the operation and management of the Patton Park and Pool located at 114 E. Clairmont Dr., Hendersonville, North Carolina, in accordance with the specifications, conditions, and terms set forth herein.
3. **ACCESS AND UTILITIES.** The City of Hendersonville shall permit and maintain free access to the Patton Park site for YMCA staff as approved by the YMCA to perform their duties and, upon executing this agreement, The YMCA will rekey or replace the door locks at Patton Pool and replace the padlocks on the gates at the pool. The YMCA will provide two sets of keys that will unlock the new door locks and new padlocks to the Public Works Director. The City may duplicate the keys for other Public Works Maintenance Staff members. A lifeguard break area and equipment supply storage space shall be made available to YMCA staff. The YMCA shall keep, safeguard, and release keys only to authorized personnel. Keys shall be returned to the City of Hendersonville upon termination of this agreement.

The YMCA shall at all times allow City of Hendersonville staff and their immediate family to the pool with city ID free of any charge. Each month upon request by the YMCA the City shall provide YMCA staff a list of eligible employees and family members.

The YMCA shall prohibit food vendors from using the park unless otherwise approved by the City of Hendersonville Public Works and Development Assistance departments.

The YMCA shall not deny access to Patton Pool and Park to anyone based on the absence of such person's YMCA membership.

4. **TELEPHONE.** The City of Hendersonville shall be responsible for providing an operational telephone accessible to YMCA lifeguards free of charge at the pool site. This phone shall be used for official facility business only and for emergencies. For safety reasons, the pool swimming areas shall remain open only if the site telephone is operational. In addition, a telephone capable of directly dialing 911 or other emergency notification system shall be provided and shall remain accessible to all pool users. The telephone shall be permanently affixed to a location inside the pool enclosure or outside the enclosure within 75 feet of a bather entrance. The telephone shall be visible from within the pool enclosure, or a sign shall be posted indicating the location of the emergency telephone. A sign with legible letters shall be posted at the telephone providing dialing instructions, address of the pool location, and the facility telephone number. Where the telephone does not directly access 911, the emergency notification system shall:
 - (1) Provide 24-hour monitoring of all incoming calls by a telecommunicator who answers only emergency calls;
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 - (3) Electronically transfer Automatic Number Identification and Automatic Locator Identification for the emergency telephone at the pool to the Enhanced 911 system for all calls routed to 911.
5. **PERMIT.** The YMCA shall obtain a Swimming Pool Operation Permit from the local health department at the expense of the YMCA.
6. **SUPPLIES AND EQUIPMENT.**

The City of Hendersonville further agrees to furnish, without cost to the YMCA, for use at Patton Park and Pool only:

 - Water
 - Electricity

- Utilities
- 110 volt electrical outlet in the pump room
- Telephone(s)
- Pool vacuum heads
- Pool poles
- Pool vacuum hoses
- Pool rules signs
- Trash receptacles
- Life line with buoy
- Lifeguard stand
- Picnic tables
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- Mowing and maintenance of green space
- All Pool Chemicals
- The following pool and janitorial supplies: soap, disinfectant, paper towels, toilet tissue, and deodorizer
- Trash can liners for the pool area and bathrooms
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6. FACILITY PREPARATION.

The YMCA agrees to assist with the preparation for opening of the City of Hendersonville Patton Pool beginning on April 3, 2018, and shall continue preparation and maintenance through the opening day on May 26, 2018. The YMCA agrees to take the necessary steps to prepare the facility for approval by the Henderson County Health Department. This includes reviewing the aquatic facility inspection guidelines and providing the necessary labor and attention to bring the facility up to recommended standards.

Specifically, the YMCA shall assist with removing and storing the pool cover, balancing the pool chemicals, vacuuming the pool, cleaning all pool stainless steel, removing and cleaning all furniture including umbrellas, cleaning and organization of storage rooms, concession stand preparation, and ordering necessary chemicals.

The YMCA and City Public Works staff shall meet prior to pool opening for the formal asset inspection. Asset inspection shall review capital needs, facility maintenance issues, and park improvements. Upon completion of the inspection both parties shall determine a repair schedule.

7. POOL OPERATION. The YMCA agrees to furnish certified lifeguards or YMCA Aquatic Safety Assistants as required to operate the pool on the following schedule:

The Patton Pool shall be open on the following days during the 2018 season:

Saturday, May 26 through Monday, September 1, 2018

The pool shall be open during the following hours on non-school days:

| | |
|-----------------------|------------------|
| Monday through Friday | 9 a.m. to 8 p.m. |
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Hours shall vary depending on rental contracts, weather, and maintenance.

During swim team season:

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The City with the cooperation of the YMCA shall link the City's website with the YMCA's Patton Pool and Park web page.

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The YMCA Executive and City of Hendersonville Public Works Director shall meet each September during the first and second years of the term of this agreement, at which meeting the parties shall determine capital needs for the pool for the following year. Either party may terminate this agreement without cause upon notice given within 30 days after the date of this meeting.

Upon the end of the term hereof, whether the original three-year term or any shorter or extended period (should the parties agree separately to extend the term and not provide for other retrieval arrangements) the City shall permit the YMCA a reasonable time after such term to retrieve the YMCA's personal property from Park and pool grounds.

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- b. Worker's compensation insurance in accordance with the laws of North Carolina and Employers' Liability insurance with limits not less than \$1,000,000 per accident and \$1,000,000 each employee injury by disease.

Each party shall list the other party as an additional insured on their insurance policies.

19. INDEMNIFICATION/LIABILITY.

The City of Hendersonville shall indemnify and hold harmless the YMCA from any and all liability, suits, claims, demands, actions, and costs and expense of any such kind or nature whatsoever, but not including attorney's fees, caused by or arising out of any manner activities or functions by the YMCA's use or occupancy of the property, or any injury to person or persons, including death, resulting at any time from the activities of the YMCA or occurring while any individual is on the property of the City of Hendersonville for the YMCA purpose, to the extent such damage, injury or death is the result of negligence on the part of the City of Hendersonville or on the part of its agents attributable to the City.

The YMCA shall indemnify and hold harmless the City of Hendersonville from any and all liability, suits, claims, demands, actions, and costs and expense of any such kind or nature whatsoever, but not including attorney's fees, caused by or arising out of any manner activities or functions by the YMCA's use or occupancy of the property, or any injury to person or persons including death, resulting at any time from the activities of the YMCA or occurring while any individual is on the property of the City of Hendersonville for the YMCA purpose, to the extent such damage, injury or death is the result of negligence on the part of the YMCA or on the part of its agents attributable to the YMCA.

20. NOTICE.

Any notice required to be given under this agreement shall be deemed to have been given upon delivery to the persons designated in this paragraph by either of the following methods: (1) Sending of an email at an address provided herein or (2) deposit with the United States Postal Service in a customary envelope with adequate postage. Either party may notify the other of addressee and address changes by the notification methods provided in this paragraph.

If to the City:

John Connet, city manager
145 Fifth Avenue East
Hendersonville NC 28792
jconnet@hvlnc.gov

If to the YMCA:

Joshua L. Simpson
 YMCA OF WESTERN NORTH CAROLINA
 810 6th Ave. West
 Hendersonville NC 28739
jsimpson@ymcawnc.org

21. APPLICABLE LAW, JURISDICTION AND VENUE

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.

22. AGREEMENT COST.

In consideration of the YMCA's performance of the services and faithful execution of the covenants provided herein the City shall pay to the YMCA the sum of \$60,000 for the first swim year hereof with a 2.5% increase in the second swim year hereof, if any, and a further increase from year two to swim year three hereof of 2.5% upon specifications, conditions, and terms as set forth herein. Such payments shall not include onsite programming considerations. In addition to the financial contribution from the City of Hendersonville, the YMCA shall collect for the City all sums associated with entry fees, food sales, and sports field rentals to offset the expense associated with program offerings at Patton Park.

Payments by the City of Hendersonville to the YMCA of Western North Carolina shall be made in accordance with the following schedule:

| Year 1 Payment Schedule | | Year 2 Payment Schedule | | Year 3 Payment Schedule | |
|--------------------------------|-----------------|--------------------------------|-----------------|--------------------------------|-------------------|
| Payment before May 7, 2018 | \$20,000 | Payment before May 7, 2019 | \$20,500 | Payment before May 4, 2020 | \$21,012.5 |
| Payment before July 16, 2018 | \$20,000 | Payment before July 15, 2019 | \$20,500 | Payment before July 13, 2020 | \$21,012.5 |
| Payment before Sept. 7, 2018 | \$20,000 | Payment before Sept. 9, 2019 | \$20,500 | Payment before Sept. 7, 2018 | \$21,012.5 |
| Total | \$60,000 | Total | \$61,500 | Total | \$63,037.5 |

23. ACCEPTANCE.

Acceptance of this agreement by the City of Hendersonville through signatures below, and return of this agreement shall constitute a contract entered into in accordance with the specifications, terms and conditions attached hereto.

Young Men's Christian Association Western North Carolina, Inc.

by: _____ Date _____
Paul Vest
President and CEO

City of Hendersonville

by: _____ Date _____
John F. Connet
City Manager



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 2/15/18

Presenter: Susan G. Frady, Development Asst Director

Date of Council Meeting to consider this item: 3-01-18

Nature of Item: Council Action

Summary of Information/Request:

Item # 06

At the January meeting, the City Council continued the public hearing for a request from Robert Baumann and Robert Duffey to close an unnamed alley running between Kensington Avenue and Ridgewood Boulevard. This was to allow time for the applicant to resolve the access issue with the neighbor. At the February meeting this was continued to allow the applicant time to reach an access agreement with the neighboring property owner. The applicant would like one more month to try to achieve this or to provide additional documentation to the City Council. If he cannot achieve either of these by the April meeting the application will be withdrawn and he will re-submit for a future meeting.

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 Council to continue this matter until the April meeting.

Attachments:

RESOLUTION OF INTENT

A resolution declaring the intention of the City of Hendersonville City Council to consider closing a portion of an unopened and unimproved Alley for an unnamed alley off Kensington Road located on PINs 9569426880 and 9569426834

WHEREAS, NC General Statute (G.S.) 160A-299 authorizes the City Council to close public streets and alleys, and

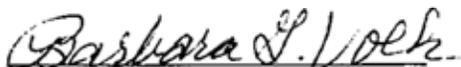
WHEREAS, Robert Baumann, has petitioned the Council of the City of Hendersonville to close a portion of an unopened and unimproved alley off of Kensington Road located on PINs 9569426880 and 9569840372, and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closing of a portion of an unopened and unimproved alley off Kensington Road located on PINs 9569426880 and 9569426834.

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

1. A meeting will be held at 5:45 p.m. on the fourth day of January, 2018, in the Council Chambers of City Hall to consider closing a portion of an unopened and unimproved alley off of Kensington Road located on PIN numbers 9569426880 and 9569426834.
2. The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks.
3. The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of the Resolution of Intent.
4. The City Clerk is further directed to cause adequate notices of the Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted by the City Council at a meeting held on the second day of November, 2017.


Barbara G. Volk, Mayor

Attest:


Tammie K. Drake, City Clerk

**ORDER TO PERMANENTLY CLOSE A PORTION OF
An Unnamed Alley
(Petition by Robert Baumann and Robert Duffy)**

NORTH CAROLINA
HENDERSON COUNTY

TO WHOM IT MAY CONCERN:

WHEREAS, North Carolina General Statute Section §160A-299 authorizes a city council to permanently close any street or public alley way within its corporate limits or area of extraterritorial jurisdiction and provides a procedure for the closing of such streets or alleyways; and

WHEREAS, Robert Baumann and Robert Duffey, have petitioned the City of Hendersonville to close an unnamed alley off of Kensington Road; and

WHEREAS, on the second day of November 2017, the Hendersonville City Council adopted a resolution expressing the intention of the municipality to close this alley and setting the fourth day of January 2018, as the date of a public hearing regarding such closure; and

WHEREAS, the aforementioned resolution has been published once a week for four successive weeks prior to the public hearing in the Hendersonville Lightning (a newspaper of general and regular circulation in Hendersonville and Henderson County) and a copy thereof has been sent by certified mail to all owners of property adjoining the street as shown on the county tax records; and

WHEREAS, notice of the closings and of the public hearing has been posted in at least two places along the streets; and

WHEREAS, a public hearing was held in conformance with the aforementioned public notice on the fourth day of January 2018.

NOW, THEREFORE, the City Council of the City of Hendersonville does hereby make the following findings of fact:

1. The closing of the alley hereafter described are not contrary to the public interest.
2. No individual owning property in the vicinity of the streets or in the subdivision in which it is located would be deprived by the closing of such streets of reasonable means of ingress and egress to his property.

IN CONSIDERATION THEREOF, IT IS HEREBY ORDERED:

1. The following alley is permanently closed and no longer existent as of the effective date of this order:

Being located in the County of Henderson, State of North Carolina and more particularly described as:

An unnamed alley 15 feet in width running between Kensington Road and Ridgewood Avenue in Hendersonville, whose northern margin is the southern margin of lot 70 as shown on a plat recorded at plat slide 81, Henderson County Registry, and more particularly described below.

An alley 15 feet in width whose southern margin is shown as the northern margin of the Robert L. Bauman and Mary V. Bauman property as shown on a plat recorded at plat slide 10484, Henderson County Registry.

The alley as described herein and as shown on the above-referenced recorded plats may not be identical to any physical roadways or alleys actually in existence.

2. The City Clerk shall forthwith cause a certified copy of this order to be filed in the Office of the Register of Deeds of Henderson County.

This order shall take effect the fourth day of January, 2018.

Barbara G. Volk, Mayor, City of Hendersonville

ATTEST:

Tammie K. Drake, City Clerk

Approved as to form:

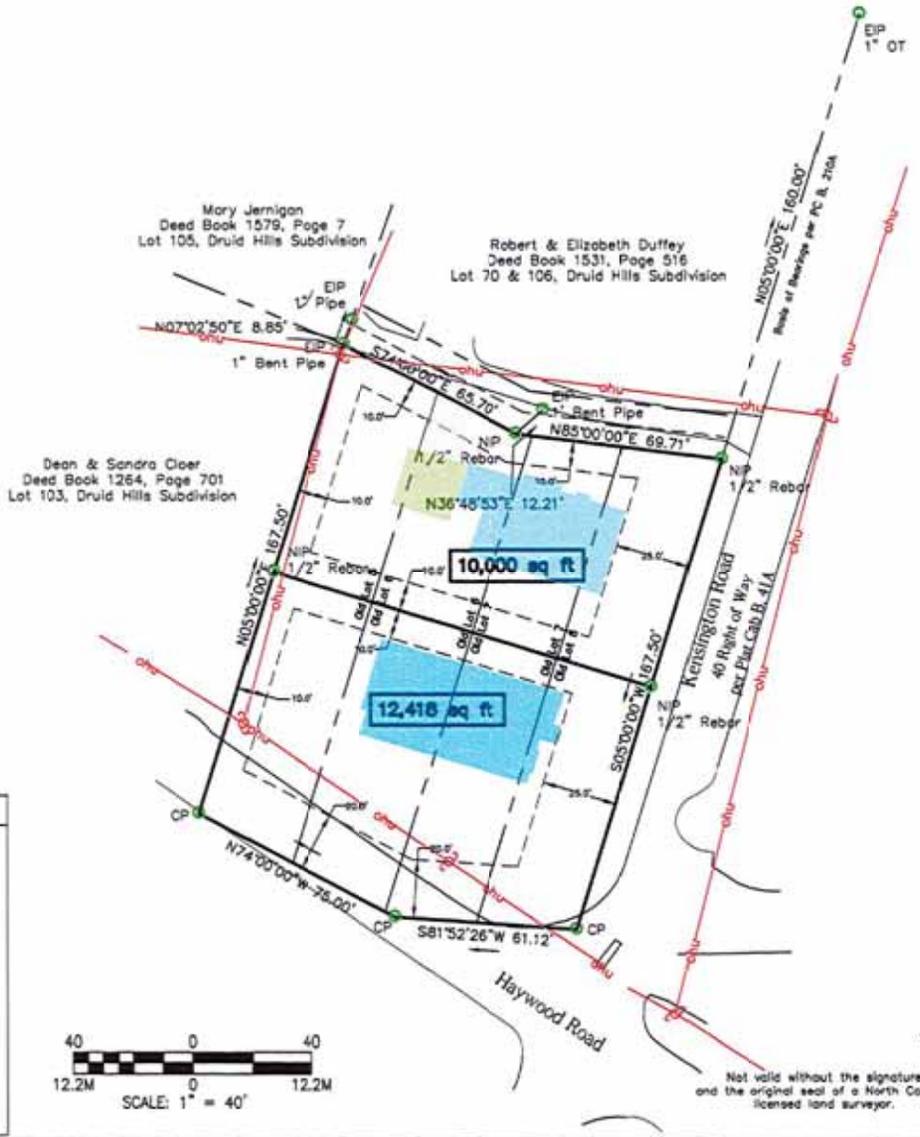
Samuel H. Fritschner, City Attorney

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, a notary public in Henderson County, State of North Carolina, do hereby certify that Barbara G. Volk, in her capacity as Mayor of the City of Hendersonville, Tammie K. Drake, in her capacity as City Clerk, and Samuel H. Fritschner, in his capacity as City Attorney, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____.

My commission expires _____

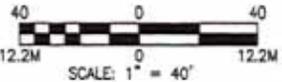


Plat of Boundary Survey for

 Street
 Township, County, North Carolina
 Lot, Subdivision

LEGEND:

| | |
|-----|---------------------------|
| IP | IRON PIN SET (1/2" REMS) |
| IPF | IRON PIN FOUND |
| CP | CALCULATED POINT ONLY |
| CM | CONCRETE MONUMENT |
| PO | POWER POLE |
| LP | LIGHT POLE |
| WV | WATER VALVE |
| SV | SANITARY VALVE |
| FL | FIRE HYDRANT |
| SSW | SEWAGE SANITARY WAREHOUSE |
| SSM | STONE DRIVE WAREHOUSE |
| CS | CATCH BASIN |
| CL | CLEWELDT |
| CI | CURB INLET |
| TR | TRANSFORMER |
| CU | CHEMICAL UTILITY |
| FL | FENCE LINE |
| ME | MEASURED |
| RE | RECORD |
| OR | OFFICIAL RECORD BOOK |
| LD | IDENTIFICATION |
| PL | PLAT BOOK |
| PA | PAGE |
| RL | ROAD |
| LA | LAKE |
| CR | CORNER |
| R | RANGE |
| R/W | RIGHT-OF-WAY |
| OP | OWNER OF PROPERTY |



Not For Recordation

The original drawing and/or all copies of it are not transferable to any future owner(s) of the platted property and shall not be used or relied upon by future owner(s) and/or their representatives for any reason without written release by the professional surveyor.

This is to certify that the property shown on this plat was surveyed under my direct supervision. Property lines and improvements are located correctly and that no visible encroachments exist unless otherwise shown.



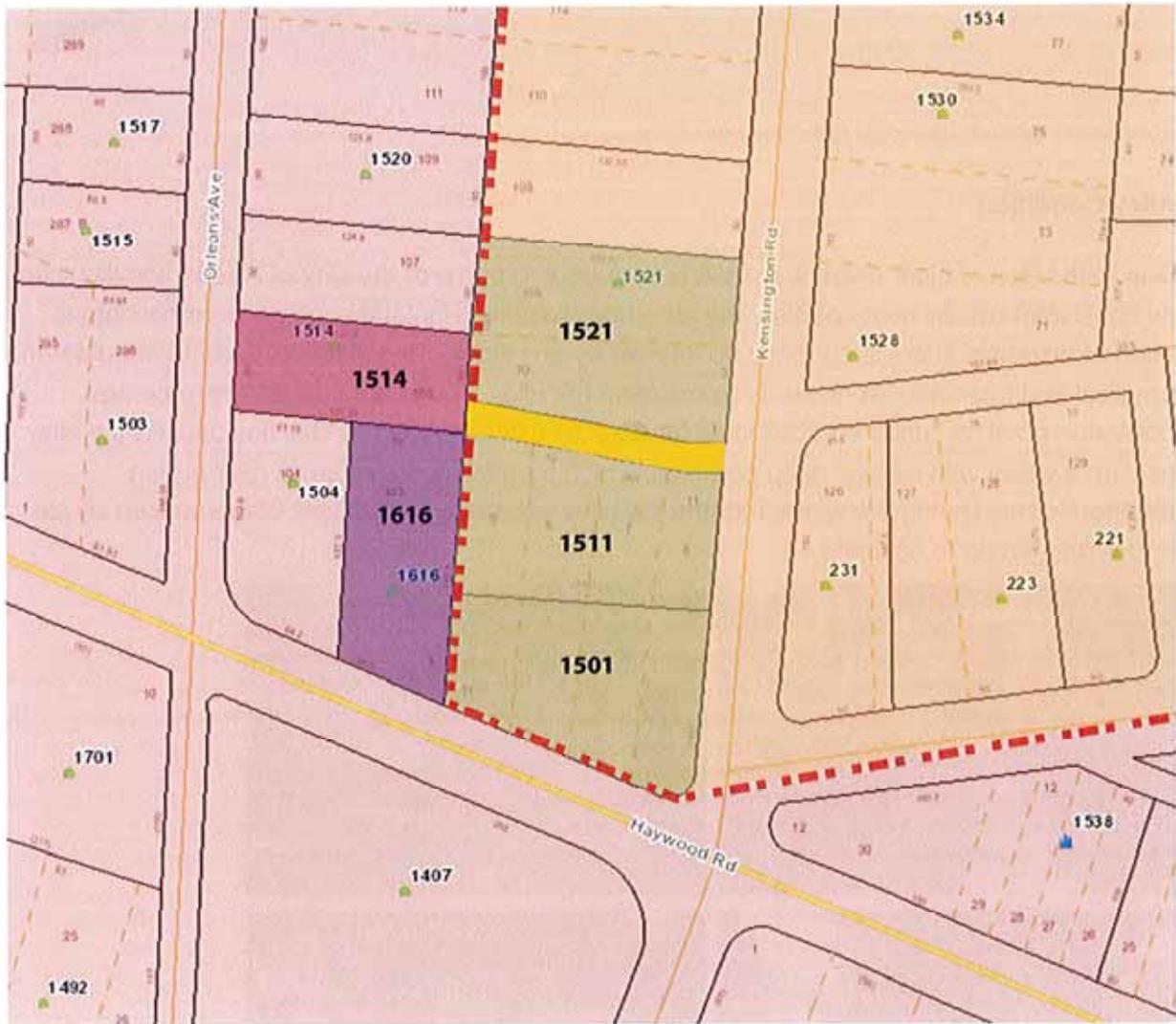
RLS F. V. CLINKSCALES JR., P.E.
 No: 2614 Firm No. C-1562

| | |
|---|--|
| FREELAND - CLINKSCALES & ASSOCIATES, INC. OF N.C. ENGINEERS & LAND SURVEYORS 201 2nd AVE. EAST HENDERSVILLE, N.C. 28792 FCAOFNORBELLSOUTH.NET (828) 697-6539 Fax (828)-697-4195 Firm No. C-1562 | REF. PLAT CABINET _____ REF. DEED BOOK _____ TAX MAP _____ PARTY CHIEF FVC DRAWN TEC DATE 2004 DWG. NO. H_____ |
|---|--|

Petition To Close Alley

1511/1521 Kensington Rd, Historic Druid Hills

Prepared by:
Derek Coté & Robert Baumann, 1501/1511 Kensington Rd.
Robert Duffey, 1521 Kensington Rd.



-  Proposed alley to be closed
-  Vacant property
-  Property owners requesting closure
-  Property accessing alley
-  Historic Druid Hills boundary



Image showing unmaintained and deteriorated condition of alley from Kensington entrance, in Historic Druid Hills.

Alley Condition

Due to the lack of clear ownership by any surrounding party, or the City of Hendersonville, and its consistent use by many parties, the alley has remained unmaintained and in a persistent state of disrepair. There is currently no interest by any single, or collective, party to shoulder the physical and financial responsibility to maintain the alley. In addition, the alley is a central collection point for runoff originating as far back as Orleans Avenue. This has caused the alley to form a valley with several deep potholes, which transforms into a small river during thunderstorms. During the winter months the alley becomes excessively compromised by ice and is dangerous to navigate.



Images noting existing bent pipe survey point, in alley, marking NW corner of 1511 Kensington Road. 1616 Haywood Road (Left) and rear yard of 1514 Orleans Ave (right).

1511/1521 Kensington Road

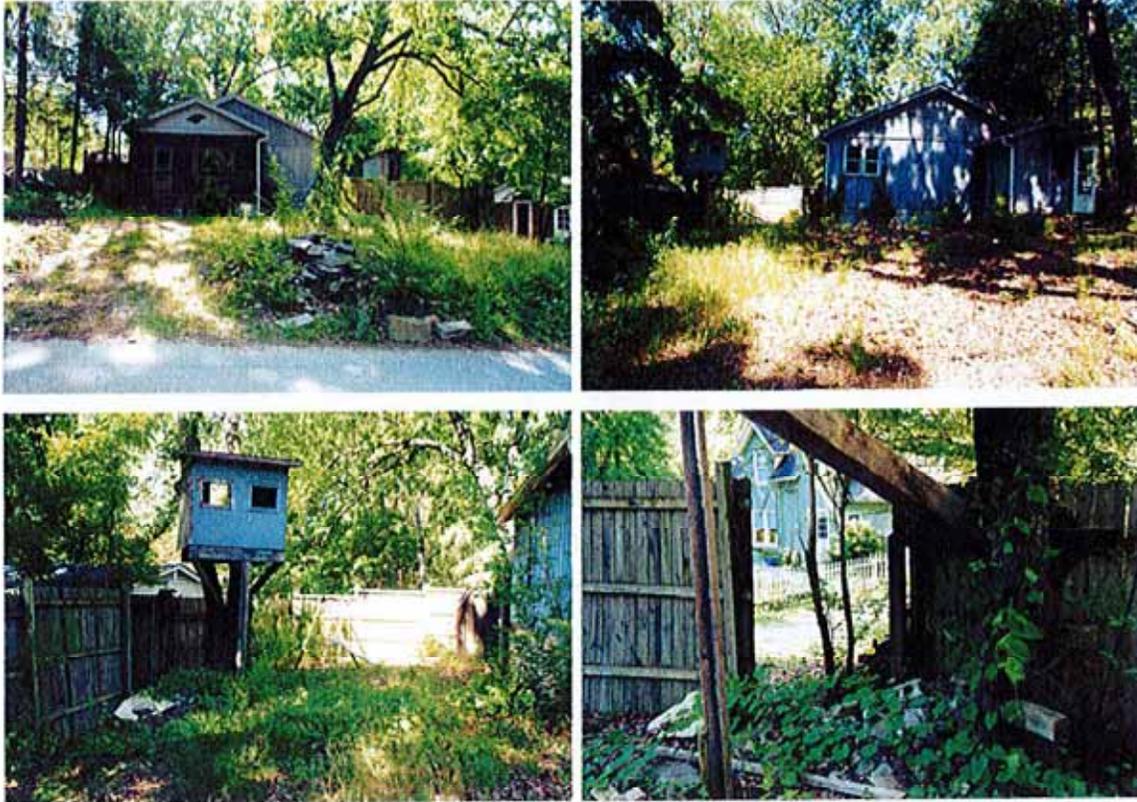
As the new owners of 1501/1511 Kensington, we propose to close the alley in between 1511 and 1521 Kensington Road, in Historic Druid Hills. The alley currently serves as the main driveway access for 1521 Kensington Road (Robert Duffey). It is our intention to have it serve as the future, main driveway access for 1511 Kensington Road (Robert Baumann/Derek Coté). This is where we are planning to build two new residences that will extend to the end of the block at the corner of Kensington Road and Haywood Road.

We have several concerns driving our intentions:

1- There are two children under the age of 9 residing at 1521 Kensington and one child under age 6 to reside at 1511 Kensington Road. This open and unmaintained alley poses a security and safety risk for our children. 1514 Orleans Avenue is a vacant home in an extreme state of disrepair with an unmaintained yard littered with debris. The alley allows free and open access to this property

2- Because the alley is not owned by anyone, including the City of Hendersonville, no one maintains the alley and it has fallen into a state of disrepair. There is no incentive for the adjacent residents at 1511 and 1521 Kensington to maintain the alley. Meanwhile, others in the rental properties at 1616 Haywood and 1514 Orleans continue using and contributing to its disrepair without any real incentive to contribute to its maintenance from the owners of said properties.

3- The alley is in Historic Druid Hills and is being utilized by residents of 1616 Haywood and 1514 Orleans. As the new owners of 1501/1511 Kensington Road, it is our intention, along with the owners of 1521 Kensington Road, to substantially re-grade for runoff, repair and maintain the alley and use it as our primary driveway access. We also intend to construct a fence along the property line in order to minimize free and clear access by our children to vacant and potentially hazardous property. This will serve to upgrade and beautify the last remaining corner of Historic Kensington Road. It is also our intention to clean up and maintain the entire corner/exit of the neighborhood all the way up to Haywood Road.



Images noting vacant 1514 Orleans front access driveway and detailing condition of rear yard.

1514 Orleans Avenue

The alley currently provides secondary, and unnecessary, access to 1514 Orleans Avenue by cutting through the block to Kensington Road, a street that lies in Historic Druid Hills. 1514 Orleans Avenue currently has access via Orleans Avenue. According to neighbors, 1514 is currently vacant and has been for quite some time. The property is in a severe state of neglect and disrepair. This poses an additional safety hazard for our children who currently have free and easy access to the vacant property.



Images noting 1616 Haywood front access and basement garage via Haywood Road.

1616 Haywood Road

1616 Haywood is currently a rental property, which leads us to believe there will be no effort to maintain the alley on the occupants or owner's behalf. 1616 Haywood Avenue currently has ample access via Haywood Road, which is also where the (basement) garage access is located.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Susan G. Frady

Department: Development Asst Dept

Date Submitted: 2-13-18

Presenter: Matt Champion, Senior Planner

Date of Council Meeting to consider this item: 3-01-18

Nature of Item: Council Action

Summary of Information/Request:

Item # 07

The City is in receipt of an application for a zoning map amendment from Chuck Anderson and the property is listed to CLA Builders Inc. NC Corporation. The applicant is requesting to rezone a portion of PIN 9569-41-8704 from R-15 Medium Density Residential to R-10. Medium Density Residential. A portion of the property is currently zoned R-10, Medium Density Residential. The parcel is located off of Haywood Road On Sylvan Boulevard and is approximately 1.67 acres.

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

Suggested Motion:

Motions are shown on Page 6

Attachments:

- Memorandum
- Maps

MEMORANDUM

TO: Honorable Mayor and Council
FROM: Development Assistance Department
RE: Chuck Anderson Rezoning
FILE #: P17-50-Z
DATE: February 12, 2018

PROJECT HISTORY

The City is in receipt of an application for a zoning map amendment. The applicant is Chuck Anderson and the property is listed to CLA Builders Inc. NC Corporation. The applicant is requesting to rezone a portion of PIN 9569-41-8704 from R-15 Medium-Density Residential to R-10 Medium-Density Residential. The parcel is located off of Haywood Road on Sylvan Boulevard and is approximately 1.67 acres.

COMPREHENSIVE PLAN CONSISTENCY

According to N.C.G.S.160A-383, zoning map amendments shall be made in accordance with a comprehensive plan. As shown on the map located on page 8, the 2030 Comprehensive Plan's Future Land Use Map designates the subject area as Medium Intensity Neighborhood.

The Medium Intensity Neighborhood future land use category is to provide a transition between High- and Low-Intensity Neighborhood areas, while providing a wide range of housing formats and price points. The primary and secondary recommended land uses for the Medium Intensity Neighborhood land use category are as follows:

Primary

- Single-family attached and detached residential
- Open space

Secondary

- Limited multi-family residential

along roadways designated as Boulevards or Thoroughfares

- Planned Residential Developments
- Recreational amenities
- Local public and institutional uses

PROPOSED ZONING CLASSIFICATION

A portion of the subject area is proposed to be rezoned to R-10 Medium-Density Residential zoning district, which is intended for areas in which the principal use of land is for single-family residences.

SURROUNDING LAND USE & ZONING CLASSIFICATION

The parcel in the proposed rezoning request is currently vacant and split zoned. The subject area is 1.75 acres and approximately 1.22 acres is zoned R-10, Medium Density Residential and approximately 0.53 acres is zoned R-15, Medium Density Residential. The parcels to the north, northeast, and northwest are zoned R-10, Medium-Density Residential, which includes a mix of vacant property and single family residential structures. Parcels to the south, southeast, and southwest are zoned R-15, Medium Density Residential and includes a mix of single family residential structures and vacant property. Please note an existing land use map is located on page 7 and an existing zoning map is located on page 9.

ANALYSIS

Listed in Table A is an outline of the dimensional requirements for the two zoning district classifications.

Table A

| Dimensional Req. | R-15 | R-10 |
|------------------------------------|----------------|----------------|
| Minimum Lot Area | 15,000 Sq. Ft. | 10,000 Sq. Ft. |
| Minimum Lot Width at Building Line | 85 Feet | 75 Feet |
| Minimum Front Yard | 30 Feet | 25 Feet |
| Minimum Side Yard | 10 Feet | 10 Feet |
| Minimum Rear Yard | 15 Feet | 10 Feet |
| Maximum Building Height | 35 Feet | 35 Feet |

The R-10, Medium-Density Residential zoning district is intended for areas in which the principal use of the land is for single-family residences. The permitted and conditional uses for the R-10, Medium-Density Residential zoning district are listed below.

R-10, Medium-Density Residential District

Permitted Uses:

Accessory dwelling units
Accessory structures
Adult care homes
Camps
Child care homes
Home occupations
Parks
Religious institutions
Planned residential developments

Residential care facilities
Residential dwellings, single-family
Residential dwellings, two-family
Signs
Telecommunications antennas

Conditional Uses:

Bed & breakfast facilities
Public utility facilities
Schools, primary and secondary

As shown on the enclosed map, a portion of this parcel is currently zoned R-15, Medium Density Residential. This zoning classification is for areas in which the principal use of land is for medium-density single-family residences. It is expected that all dwellings in such district will have access to public water supplies or public sewage disposal facilities or a reasonable expectation of such service in the future. The permitted and conditional uses for the R-15, Medium-Density Residential District are listed below:

R-15, Medium-Density Residential District

Permitted Uses:

Accessory dwelling units
Accessory structures
Adult care homes
Camps
Child care homes
Home occupations
Parks
Religious institutions
Planned residential developments
Residential care facilities

Residential dwellings, single-family
Residential dwellings, two-family
Signs
Telecommunications antennas

Conditional Uses:

Bed & breakfast facilities
Cemeteries
Public utility facilities
Schools, primary and secondary

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.

PLANNING BOARD

The Planning Board took this matter up at its regular meeting on February 12, 2018. The Planning Board voted 5 to 2 recommending that City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation for a portion of parcel number 9569-41-8704 from R-15, Medium Density Residential to R-10, Medium Density Residential, finding that the rezoning is consistent with the Comprehensive Plan's Future Land use map, the rezoning is reasonable, and in the public interest for the following reasons: to unify the property into the same zoning.

SUGGESTED MOTIONS

For Recommending Approval

I move City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning designation for a portion of parcel number 9569-41-8704 from R-15, Medium Density Residential to R-10, Medium Density Residential, finding that the rezoning is consistent with the Comprehensive Plan's Future Land Use map, 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 parcel number 9569-41-8704.

[PLEASE STATE YOUR REASONS]

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

IN RE: FILE NO. P17-50-Z

Be it ordained by the City Council of the City of Hendersonville:

1. Pursuant to Article XI Amendments of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation for a portion of parcel number 9569-41-8704 from City of Hendersonville R-15, Medium Density Residential to City of Hendersonville R-10, Medium Density Residential.
2. This ordinance shall be in full force and effect from and after the date of its adoption.

Adopted this 1st day of March 2018.

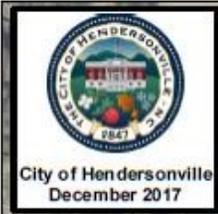
Barbara Volk, Mayor

ATTEST:

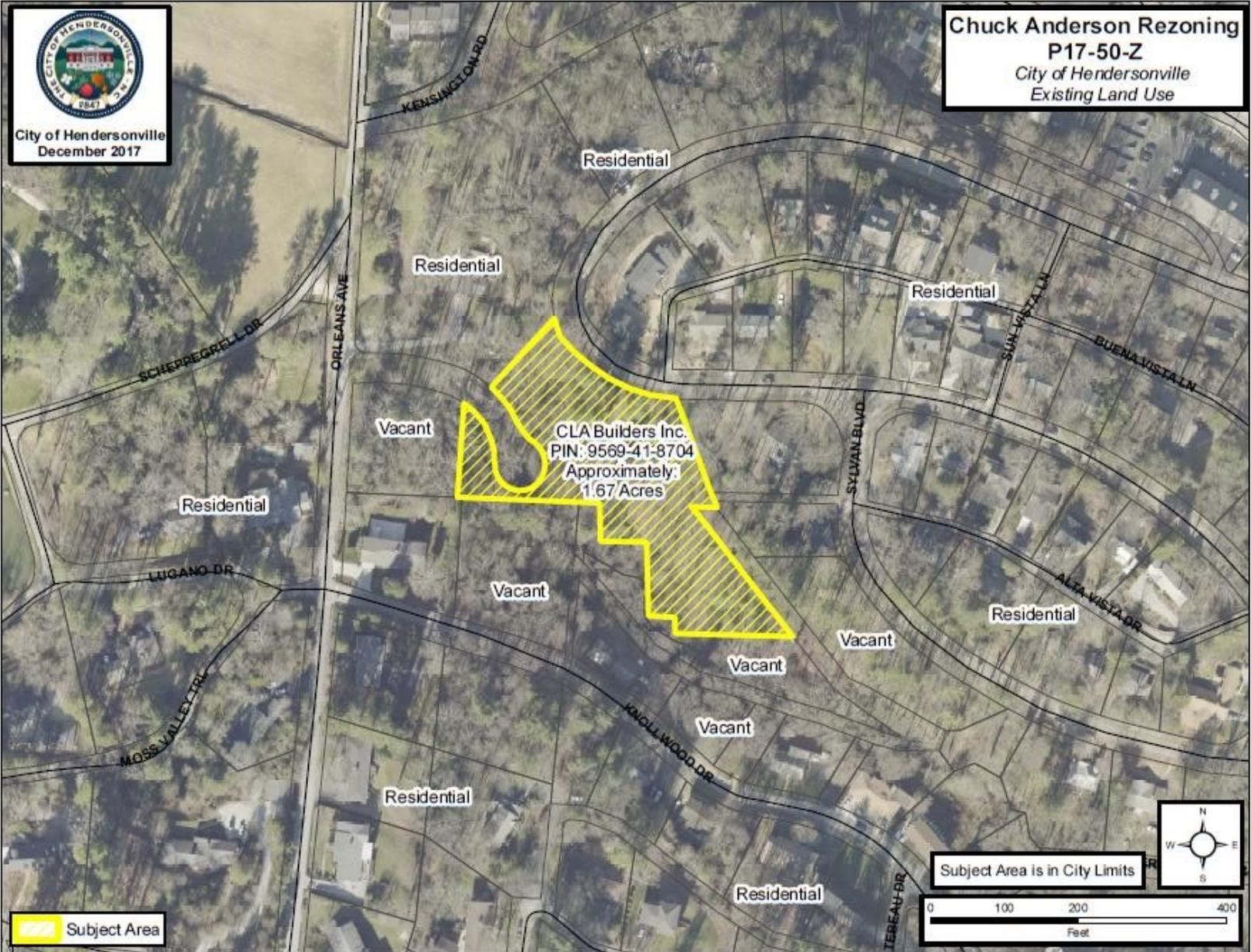
Tammie K. Drake, CMC, City Clerk

Approved as to form:

Samuel H. Fritschner, City Attorney



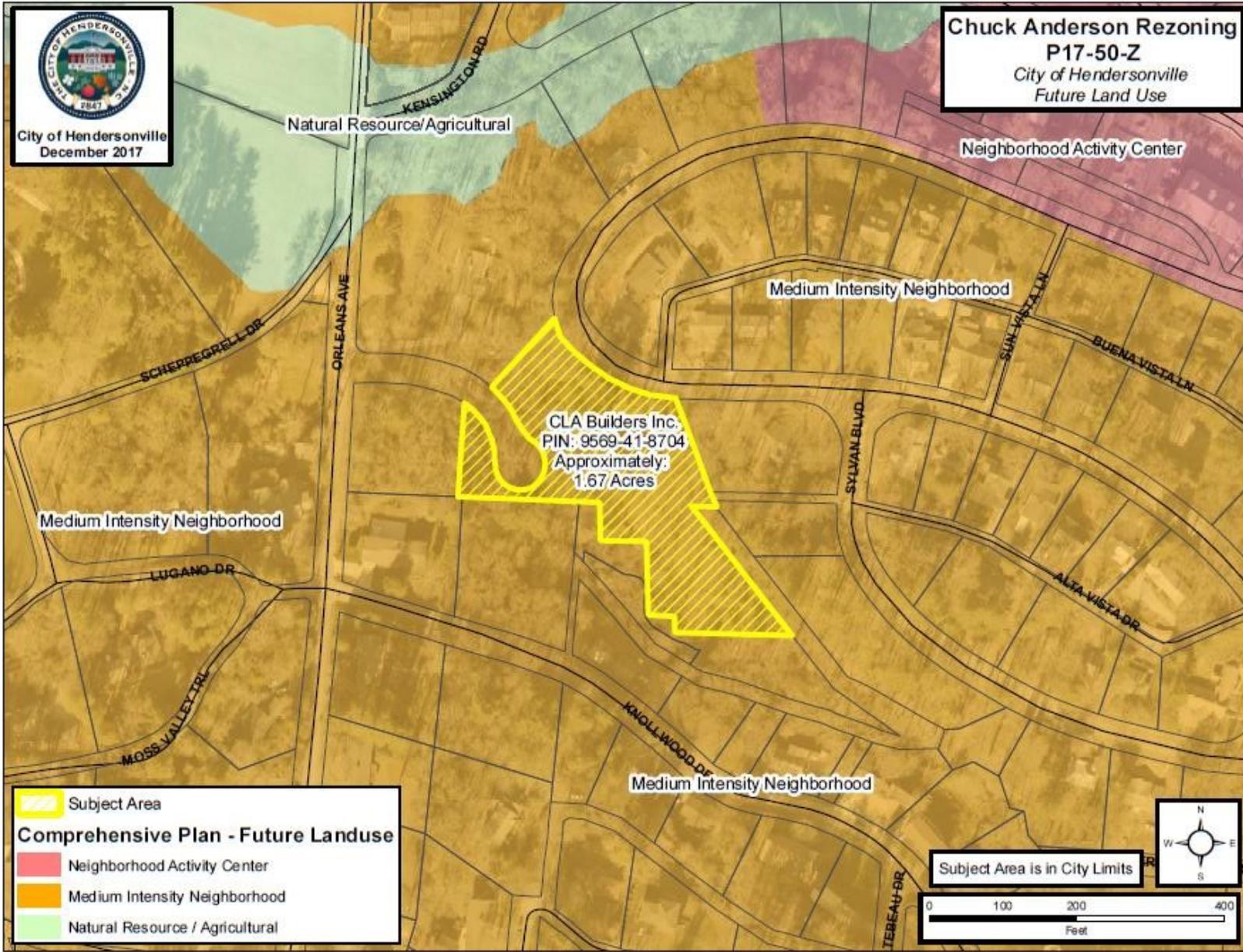
Chuck Anderson Rezoning
P17-50-Z
City of Hendersonville
Existing Land Use

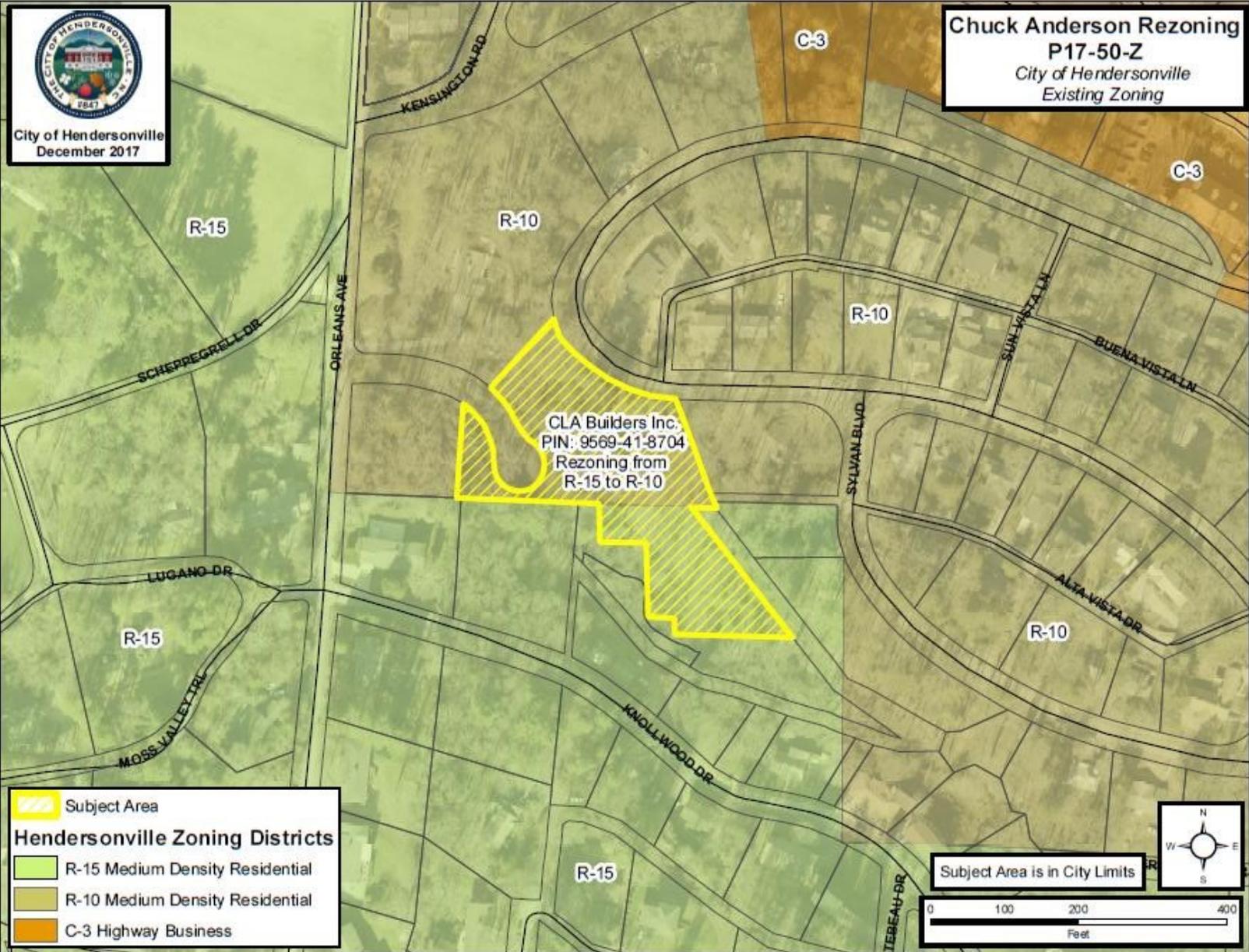


 Subject Area

Subject Area is in City Limits









CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 02.22.18

Presenter: Chris Reed

Date of Council Meeting to consider this item: 03.01.18

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 08

Mr. Chris Reed, President of Hendersonville Sister cities, requested to make a report to the Council prior to consideration of special appropriations.

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

Suggested Motion:

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Joseph Vindigni

Department: Fire

Date Submitted: 02/14/2018

Presenter: Joseph Vindigni, Fire Chief

Date of Council Meeting to consider this item: 03/01/2018

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 09

Presentation on Fire Department 2017 Annual Report

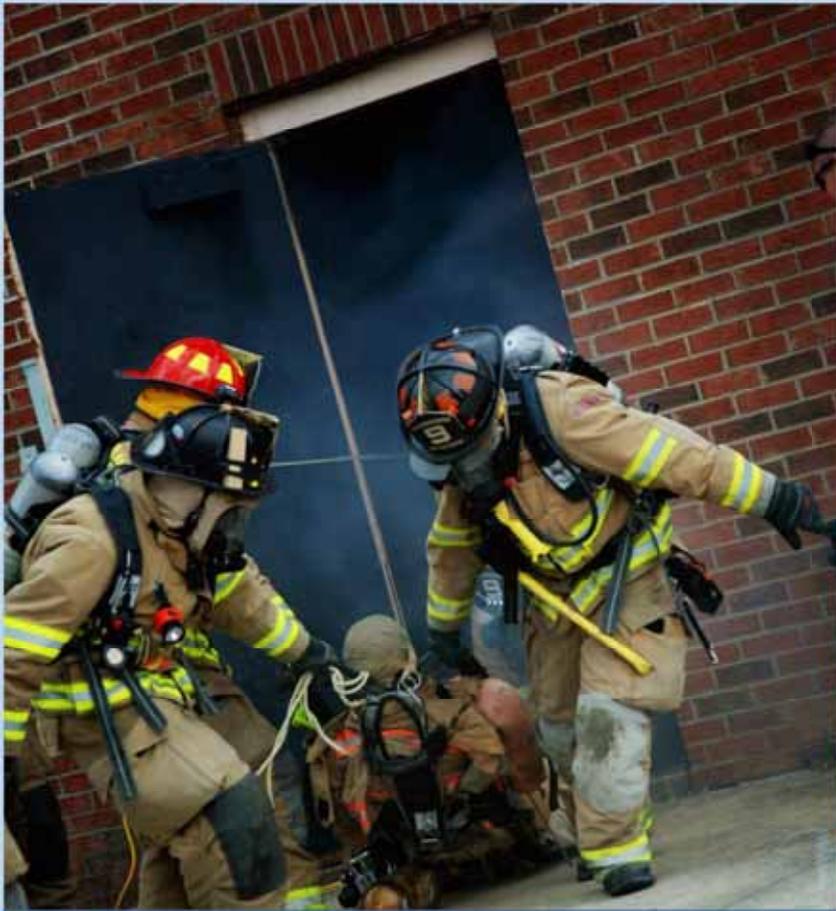
Budget Impact: \$ N/A Is this expenditure approved in the current fiscal year budget? N/A If no, describe how it will be funded.

Suggested Motion:

N/A

Attachments:

Fire Department 2017 Annual Report



2017 ANNUAL REPORT





CITY OF HENDERSONVILLE FIRE DEPARTMENT



MISSION STATEMENT

The Hendersonville Fire department will provide excellent customer service by minimizing risk to life, property and the environment while creating a strong bond with our community through public education and prevention.

VISION STATEMENT

The Hendersonville Fire Department will strive to meet the needs of our community through quality performance and excellence in service.

DEPARTMENT VALUES

These values are intended to guide our efforts and should be obvious in every action and delivery of service. Below are the core value statements derived from the value words that we as an organization chose as the guiding principles for our members.

HONOR

Honor is the value of personal and professional accountability displayed through integrity, honesty and ethical behavior. We recognize the privilege of serving, and strive to treat everyone with dignity and respect.

PROFESSIONALISM

Our core value of professionalism defines who we are. We believe our chosen career is an upstanding and sound service to the community we serve. We take our role seriously and do all that we can to be a positive model for future generations.

PRIDE

We respect and honor the traditions of our organization, community and profession.

DEDICATION

We value dedication as a positive driving force to successfully utilize our skills, knowledge, and capabilities to work through any challenge, adversity, or other barrier to meet the community's needs and the needs of our organization and its members.

TEAMWORK

We value teamwork as we encourage and embrace each member's capabilities to enhance our collective performance as a whole. Teamwork and shared leadership are fundamental to our organization and we will actively promote collaboration and cohesiveness among our team members.

Letter from the Chief



It is my privilege to present the 2017 Hendersonville Fire Department's Annual Report to Mayor Barbara Volk, respected members of the City Council, City Management, and the Citizens of Hendersonville. The 2017 report will provide you with a written and visual review of the accomplishments and statistical data for the 2017 calendar year as well as an opportunity to look into the future as we continue to improve the level of service our department delivers to the City of Hendersonville.

The Hendersonville Fire Department is committed to running a fiscally responsible organization while providing the highest quality fire, emergency medical, rescue, and educational services to our growing community.

The Hendersonville Fire Department achieved a major milestone this year by reducing our public protection classification rating through the Department of Insurance – Office of State Fire Marshal. This process evaluated key areas related to community risk reduction, water supply, emergency communications, and the overall capabilities of the fire department. With our organization now having a Class 3 rating, many residential, commercial, industrial, and business properties will see reductions in their insurance premiums due to the hard-work and dedication from your Fire Department and the Hendersonville Water & Sewer Department.

Continuous improvement is our focus for 2018 and we will continue to develop and refine our strategic plan which will provide a roadmap for improvement as identified by internal as well as external stakeholders.

I would like to thank the members of the Hendersonville Fire Department for their unwavering support, professionalism, and dedication for what they do on a daily basis. We will continue to advocate for progress and growth in our Department and throughout the City of Hendersonville.

Stay Safe,

A handwritten signature in black ink, appearing to read "Joseph M. Vindigni". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

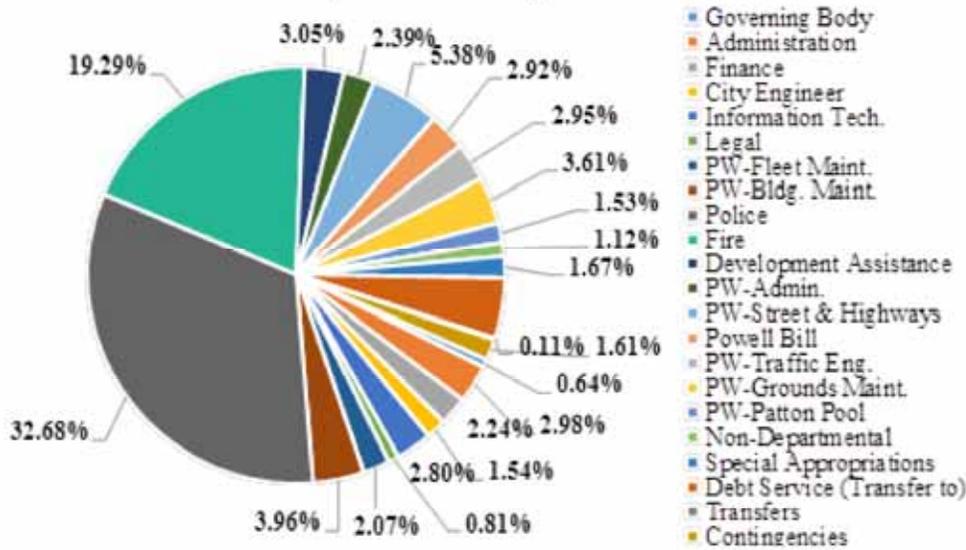
Joseph M. Vindigni

HENDERSONVILLE FIRE DEPARTMENT

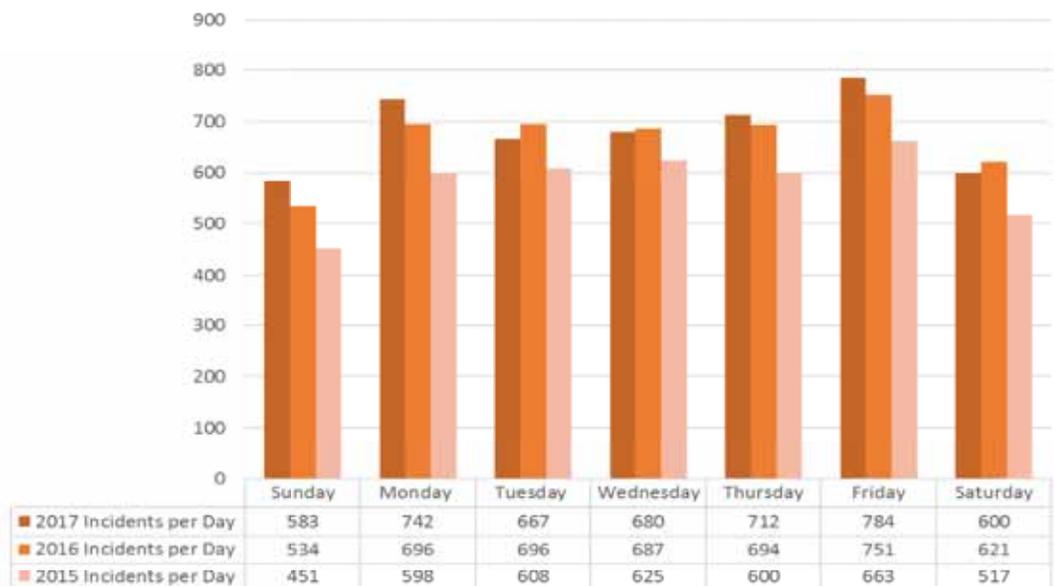
ABOUT THE DEPARTMENT

The Hendersonville Fire Department operates on an annual budget of \$ 2,967,937 and is made up of three divisions: Administration, Operations, and Life Safety. The Operations Division has 27 full-time personnel that operate on a modified L.A. schedule and performs various functions including fire mitigation, emergency medical services, hazardous material operations, and specialized rescue. The Life Safety Division includes the Fire Marshal, Assistant Fire Marshal, Fire Inspector, and one part-time Fire Inspector that perform roles in education, enforcement, inspections, and fire investigations. The Administrative Division includes the Fire Chief, Deputy Fire Chief and Administrative Assistant that performs roles in budget, strategic planning, training, and the overall direction of the organization. The HFD also utilizes 15 part-time personnel to fill vacancies and limit the amount of overtime funds being used. The department has two fire stations and a North Carolina Response Rating Class 3 for its public protection classification.

General Fund Expenditures by Function FY17-18



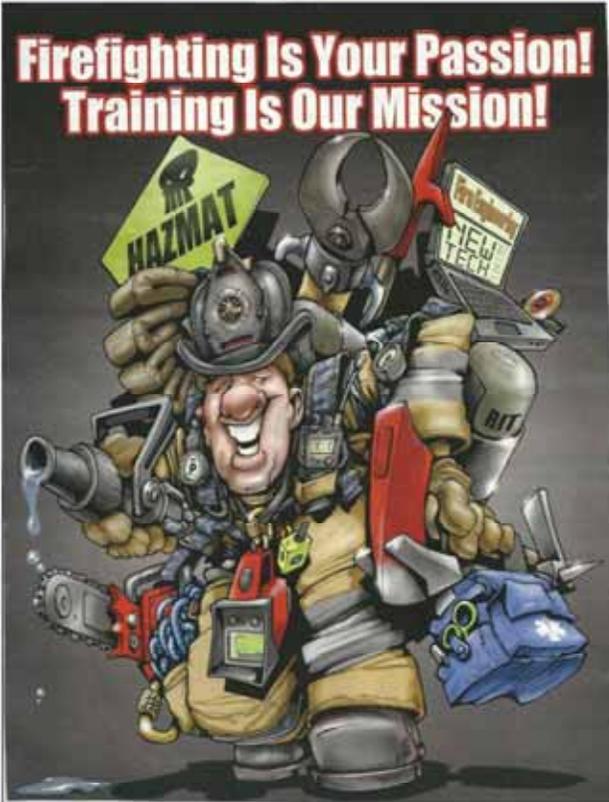
2017 Incidents per Day



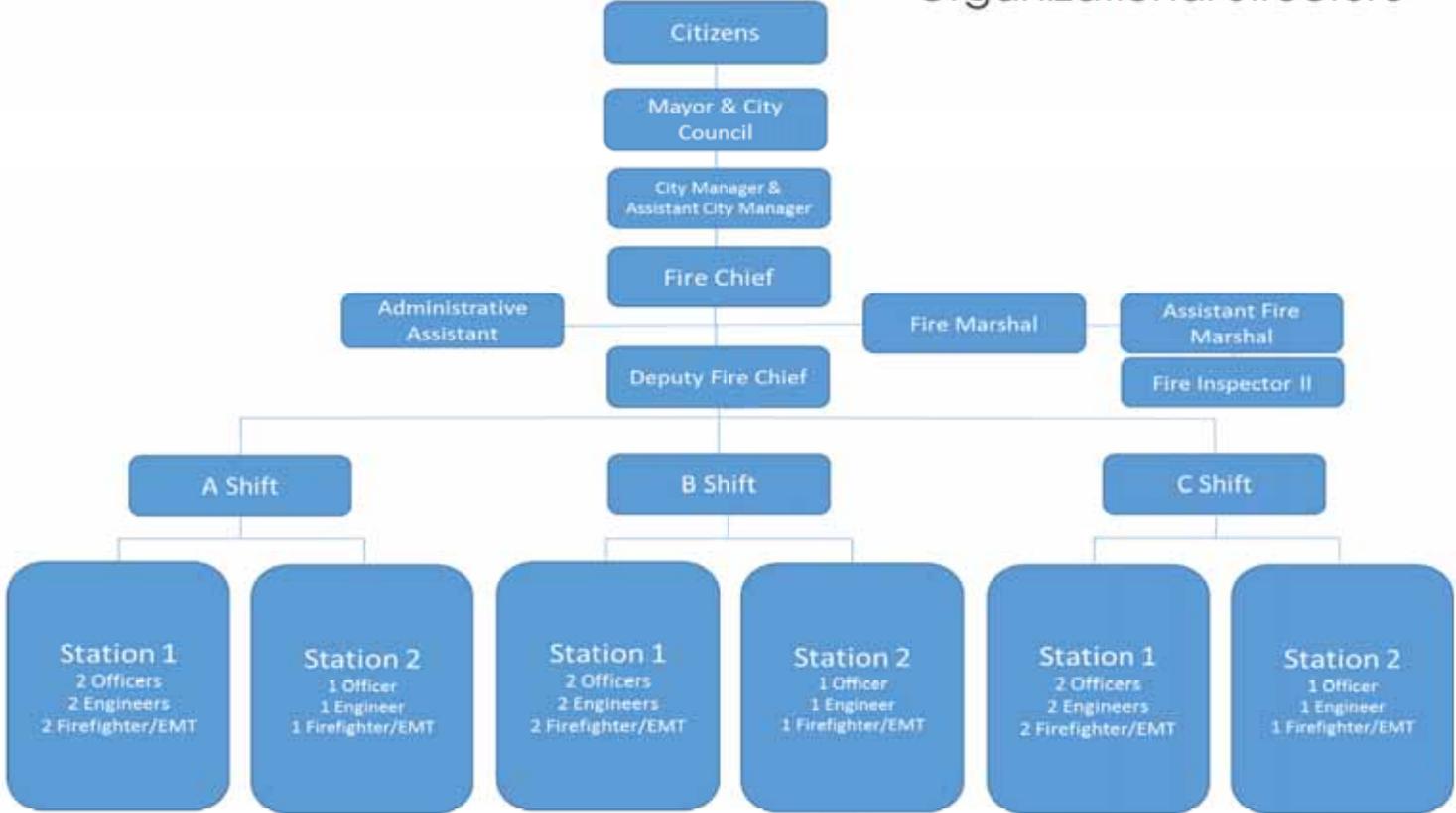
ABOUT THE DEPARTMENT

Core Services provided by the Hendersonville Fire Department

- Fire Suppression
- Emergency Medical Services
- Hazardous Materials Mitigation
- Vehicle Extrication
- Fire Prevention & Enforcement
- Fire Plans-Review
- Public Fire & Life Safety Education
- Fire Investigation
- Wildland Fires
- Rescue – Basic and Technical
- Domestic Preparedness Planning & Response
- Provide Automatic and Mutual Aid as needed
- Other



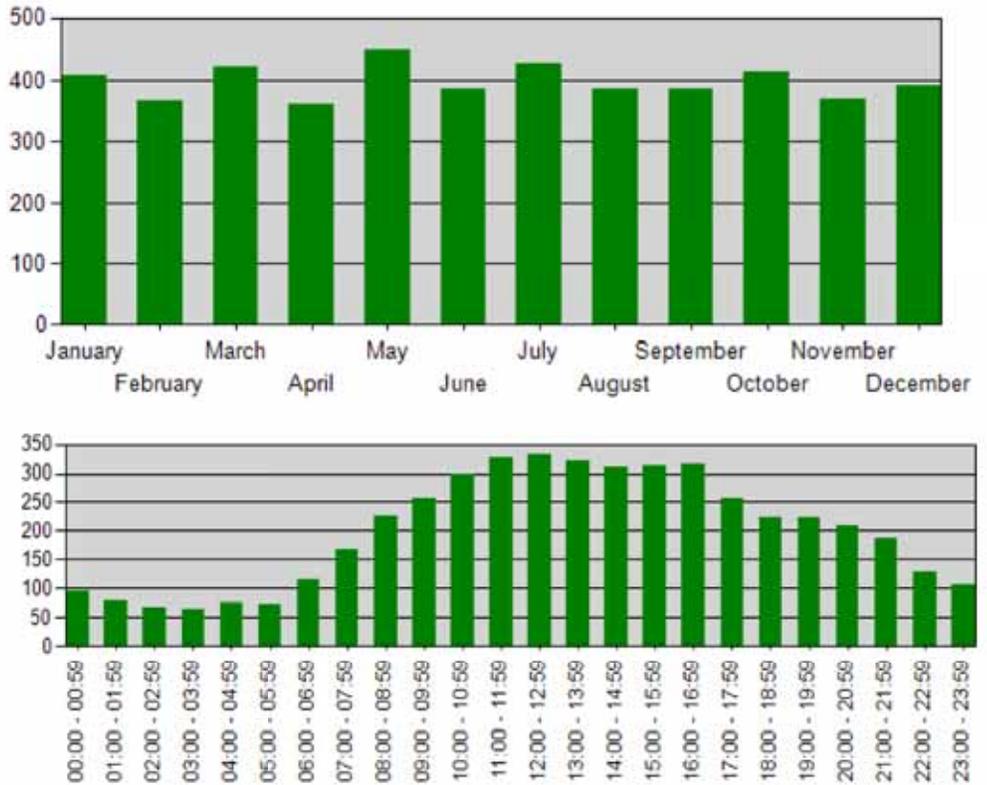
Hendersonville Fire Department Organizational Structure



ABOUT THE DEPARTMENT

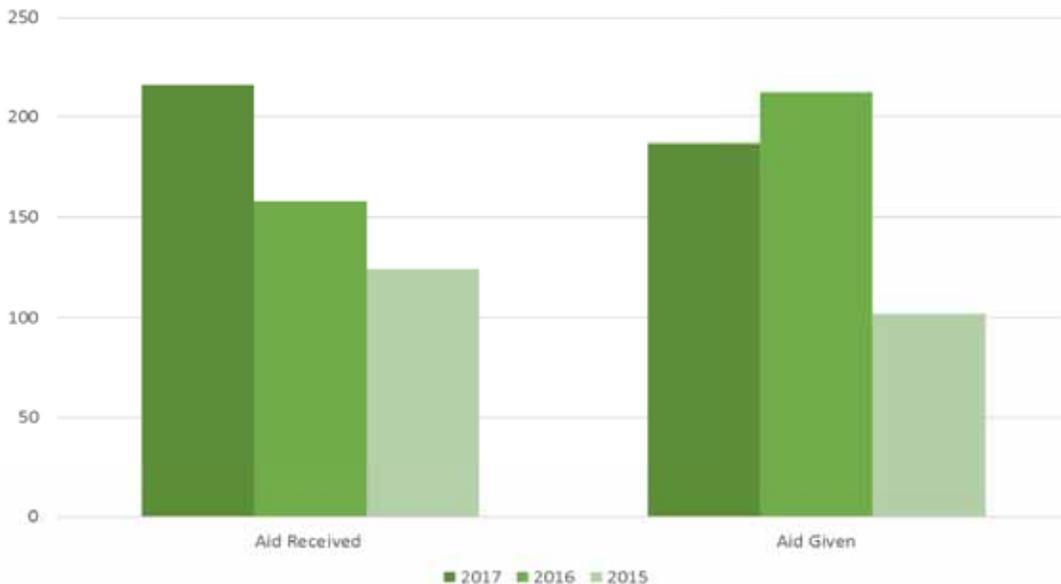
The Hendersonville Fire Department routinely evaluates data to ensure we are providing the best possible service to our community. According to the data, May is our busiest month, Friday is our busiest day of the week, and 12:00 p.m. - 1:00 p.m. is the busiest hour.

2017 Incidents by Month



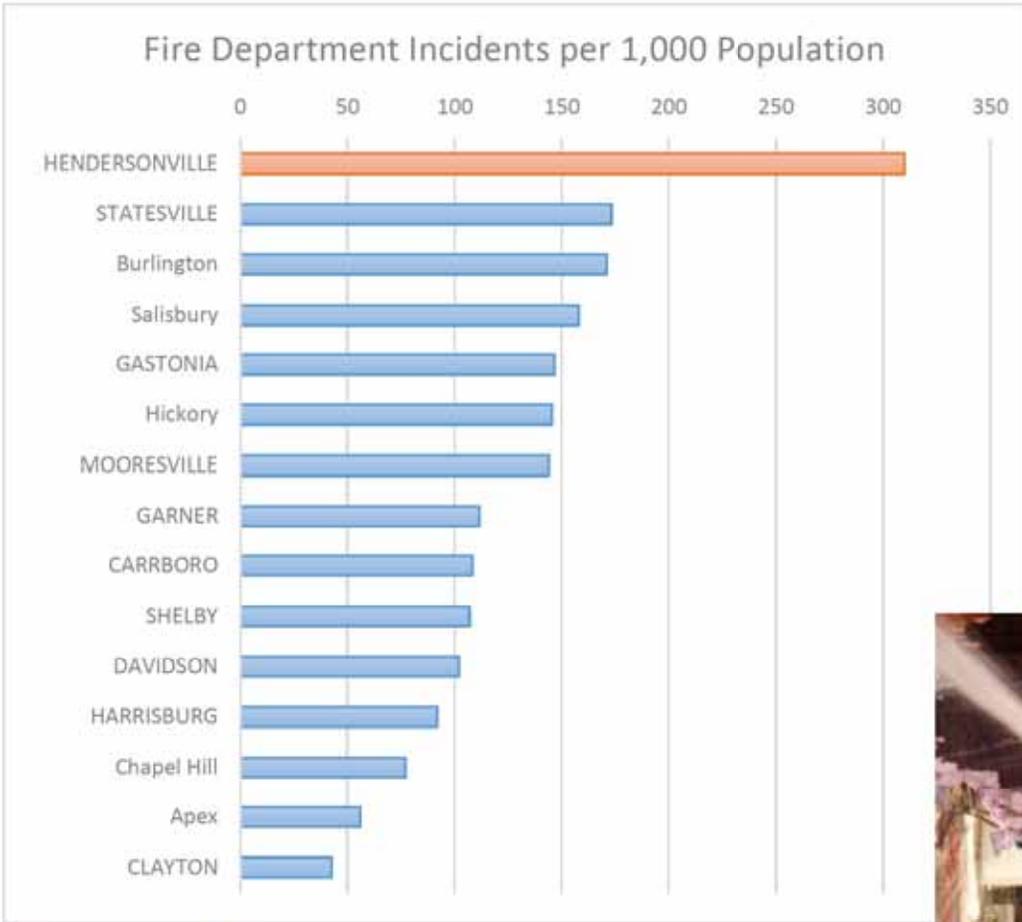
The Hendersonville Fire Department has automatic and mutual aid contracts with neighboring departments. We have seen a 37% increase in the amount of aid received into the City since 2016 and a 74% increase since 2015.

Mutual Aid

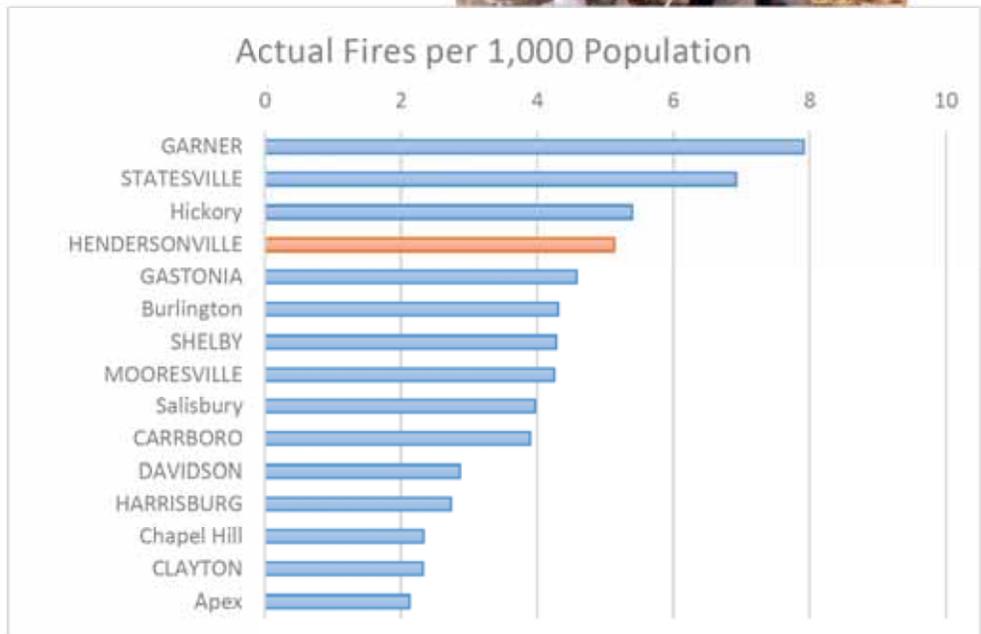


HENDERSONVILLE FIRE DEPARTMENT

HOW DO WE COMPARE



The Hendersonville Fire Department is the busiest fire department in Henderson County and, based on population and square miles, busier than much larger municipalities. Due to our large call volume, having enough resources and personnel has become a significant challenge.



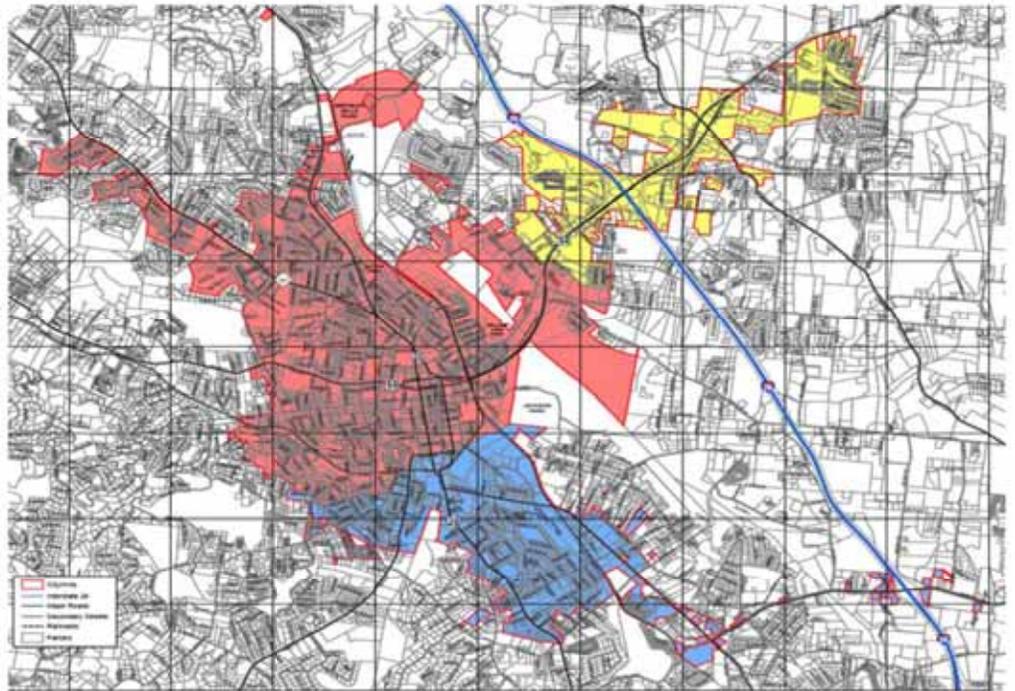
PLANNING FOR THE FUTURE

The Hendersonville Fire Department created a new District 3 in order to start tracking information pertaining to emergency incident responses on the south side of the City. This enables us to have factual data that can be utilized when considering the addition of a third fire station. Adding this Station will reduce response times dramatically, increase our overall availability within the City, reduce the reliability we currently have on mutual aid departments, and increase our overall safety and effectiveness.

July-December (6-Month) 2017

District 1 – Red – 1075 Calls District 2 – Yellow – 760 Calls District 3 – Blue – 441 Calls

Outside City – 99 Calls



For More Information

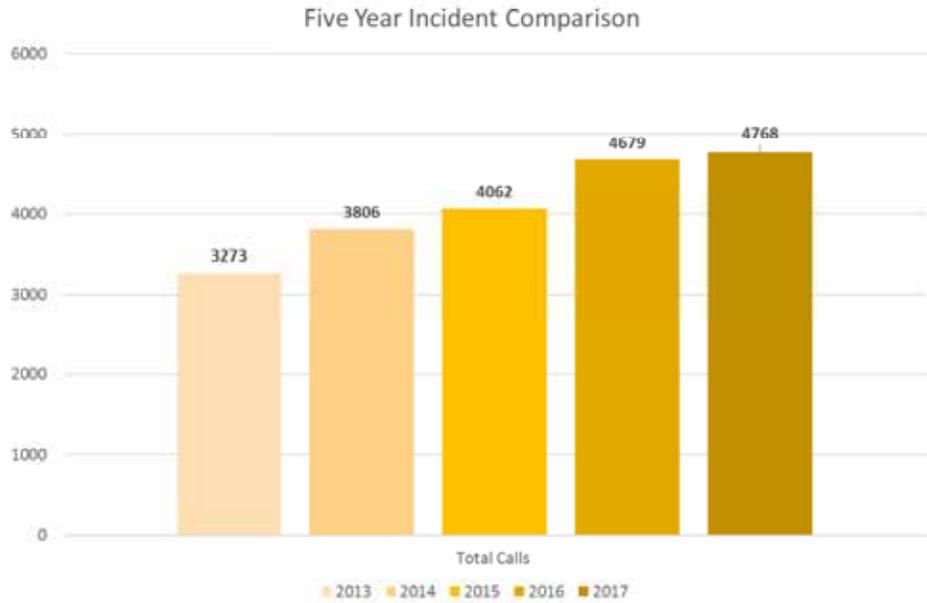
The [City of Hendersonville Fire Department 2016 Strategic Plan Report](#) can be found on our City website.



HENDERSONVILLE FIRE DEPARTMENT

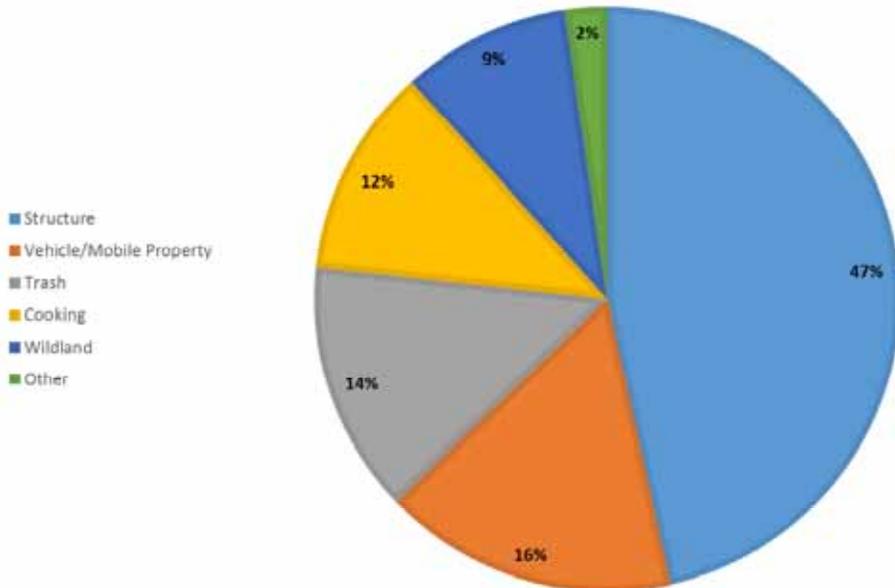
OPERATIONS

The Operations division has 27 full-time personnel that operate on a modified L.A. schedule and performs various functions including fire mitigation, emergency medical services, hazardous material operations, and specialized rescue. The Operations Division responded to 4,768 call for service in 2017 which is a 1.9% increase from 2016 and a 17.4% increase from 2015. This increase is minor due to operational changes within the department that reduced the amount of calls related to urgent care facilities.



Medical related incidents and motor vehicle accidents account for 70% of all the calls for service with the remaining 30% related to fires, alarms, service calls, hazardous materials incidents, and special weather related incidents. The City of Hendersonville also has simultaneous emergency calls occurring 37% of the time due to our extremely high call volume.

86 FIRE INCIDENTS IN 2017



HENDERSONVILLE FIRE DEPARTMENT

TRAINING

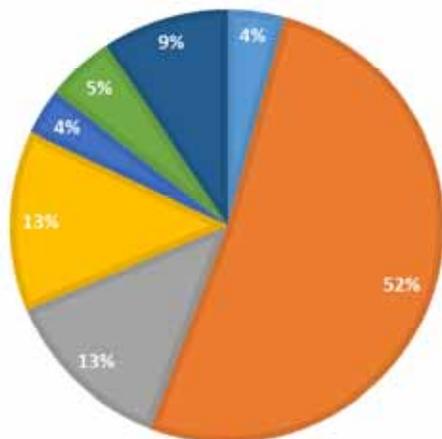
The Hendersonville Fire Department strives to provide its members with high quality training to ensure safe and efficient practices while operating on an emergency scene. The department currently does not have a training division and therefore all training is coordinated by company officers and the fire department Administration.



Firefighters respond to a wide variety of emergency calls and need to be ready at a moment's notice to respond in an effective way that helps those in need while keeping themselves safe when in harm's way. Members attended over 12,300 hours of training in 2017 which was a 17% increase from the year prior.



2017 TRAINING REPORT



- Automatic Aid Training
- Company Training
- Driver/Operator Training
- Facility Training
- Haz-Mat Training
- Medical/EMS Training
- Officer Training



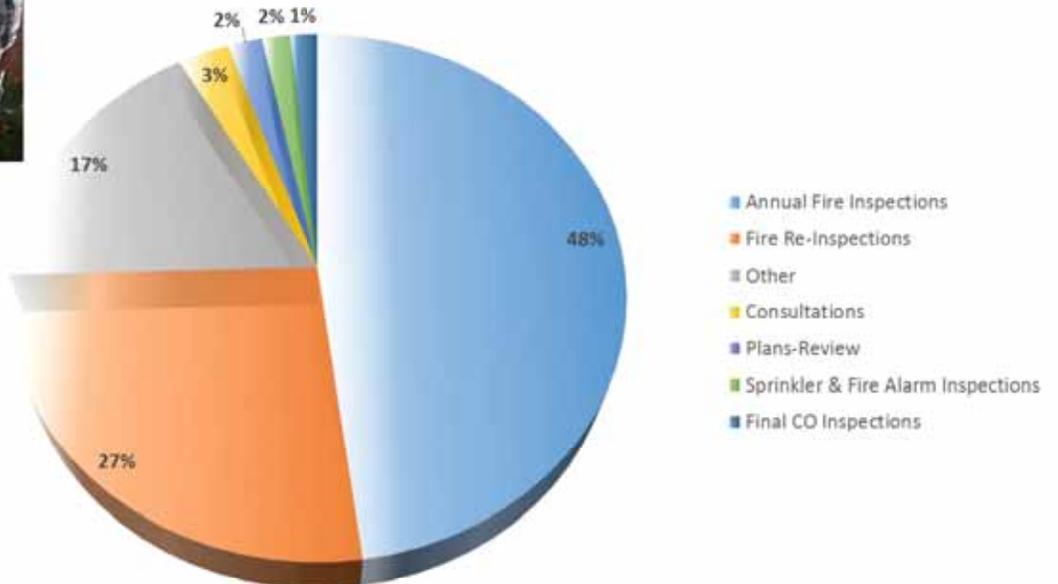
FIRE PREVENTION

The Life Safety Division is responsible for plans review, fire prevention enforcement, fire safety inspections, fire prevention education, and fire investigations. They work closely with various stakeholders throughout Hendersonville to enhance safety in our community.

| 2017 Fire Prevention Report | Total |
|----------------------------------|--------|
| Fire Prevention Programs Offered | 80 |
| Actual Hrs. of Instruction | 155.5 |
| Total # of Participants | 24,257 |
| Number of Smoke Alarms Installed | 238 |
| Carbon Monoxide Alarms Installed | 1 |
| Smoke Alarm Batteries Installed | 10 |
| Car Seat Checks at Fire Stations | 62 |
| Car Seats Installed by HFD | 31 |



LIFE SAFETY DIVISION WORK LOAD DISTRIBUTION



* Other includes: ABC License, Final C/O, Hood and Duct, New Business, Occupancy Count, Inspection Notice, Complaint, Tent Inspections, and Foster Home Inspections.

HENDERSONVILLE FIRE DEPARTMENT

2017 PHOTO GALLERY



WHAT HAPPENED IN 2017

2017 was an extremely exciting year for the Hendersonville Fire Department and the City of Hendersonville. The fire department improved its public protection rating through the Department of Insurance – Office of State Fire Marshal to a Class 3.



We celebrated our 125th anniversary as an organization by inviting the public into our stations and showcasing what we do on a regular basis.

We placed a new engine in service at Station 2 and invited the public to join us for a “push in” ceremony. This new engine replaced a 27 year old open cab apparatus.



New Faces in 2017:

- FF Chris M. Hearn
- FF John G. Justice
- FF John W. Justice
- FF Tanner W. McCrain
- FF Timothy W. Stewart
- FF Victoria L. Tillotson
- FF Jeremy S. Wallin

Promotions:

- Captain Dustin A. Nicholson
- Captain Josh Poore
- Lieutenant Jared R. Morgan
- Lieutenant Jon R. Ward
- Engineer Paul J. Kaplan
- Engineer Michael C. Pearson
- Engineer Cameron C. Womack
- Senior Firefighter John E. Herring
- Firefighter of the Year
Jacob D. Thompson
- Fire Officer of the Year
Christian J. Miller

STATION LOCATIONS



Station 1

851 North Main St

Hendersonville, NC 28791

EMERGENCY – Dial 911

Phone: 828-697-3024 (Non-emergency only)



Station 2

632 Sugarloaf Rd

Hendersonville, NC 28791

EMERGENCY – Dial 911

Phone: 828-697-3024 (Non-emergency only)

Follow us on social media at:

<https://www.facebook.com/CityofHendersonvilleFireDept/>

<https://twitter.com/HVLFD>

<https://www.hendersonvillenc.gov/fire-department>



Hendersonville
North Carolina





CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 2/22/2018

Presenter: John Connet

Date of Council Meeting to consider this item: 3/1/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 10

City Council has previously approved moving forward with the construction of a Building and Grounds Maintenance Facility. City staff is proposing to utilize the Construction Manager at Risk (CMAR) process versus the Design-Bid-Build process. We recently advertised and received proposals from contractors to serve as a partner in the construction of the building. Staff will be preparing a recommendation for the City Council prior to your meeting. We will ask the City Council to approve our recommended contractor at the City Council meeting.

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

Suggested Motion:

I move that City of Hendersonville hire _____ to serve as the City's Construction Manager at Risk on the new Building and Ground Maintenance Facility.

Attachments:

Attachments to be distributed prior to the meeting.



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Adam Murr

Department: Admin

Date Submitted: 02/19/2018

Presenter: Adam Murr

Date of Council Meeting to consider this item: 03/01/2018

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 12b

In accordance with State Statute 159-13 (b) (3) it is required that all expenditures resulting from a contingency appropriation budget adjustment be reported to the governing board at its next regular meeting and recorded in the minutes. Every month you will receive a staff report detailing the contingency appropriations made from the two months priors last Wednesday to the prior month's last Wednesday. For example for a December meeting you will receive a report of all contingencies appropriated from the last Wednesday in October to the last Wednesday in November. The following contingency appropriations were made:

- 1) Fund 10 | \$5,420 | Property and liability insurance claims
- 2) Fund 60 | \$2,500 | Property and liability insurance claims
- 3) Fund 10 | \$830 | Worker's compensation insurance claims
- 4) Fund 60 | \$17,975 | Overtime, uniforms, retiree insurance, and bank reconciliation

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

Suggested Motion:

NA

Attachments:

NA



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: Tammie Drake

Department: Admin

Date Submitted: 02.22.18

Presenter: Tammie Drake

Date of Council Meeting to consider this item: 03.01.18

Nature of Item: Presentation Only

Summary of Information/Request:

Item # 12c

We have reached a time line for meeting the terms of a resolution adopted in October 2017 to expedite board appointments.

The resolution calls the following boards/commission terms expire on June 30: Board of Adjustment, Business Advisory Committee, Downtown Advisory Committee, Environmental Sustainability Board.

The following board terms will expire December 31: Seventh Avenue Advisory Committee, Historic Preservation Commission, Planning Board, Tree Board, Walk of Fame, Water/Sewer Advisory Council.

You will continue to receive applications for vacant positions as received so those may be filled.

The announcement/reminder of vacancies and up-coming vacancies will be given as a staff report requiring no action of the Council.

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

Suggested Motion:

Attachments:



CITY OF HENDERSONVILLE AGENDA ITEM SUMMARY

Submitted By: John Connet

Department: Admin

Date Submitted: 2/20/2018

Presenter: John Connet

Date of Council Meeting to consider this item: 03/01/2018

Nature of Item: Council Action

Summary of Information/Request:

Item # 14

I would like to request a Closed Session pursuant to NCGS143-318.11(a) (4)(5) to discuss matters relating to the location or expansion of industries or other businesses served by the public body and to establish or instruct the City's negotiating agent concerning the position to be taken by or on behalf of the City Council in negotiating the price and other material items of a contract for the acquisition of real property by the purchase, option, exchange, or lease.

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

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

I move the City Council enter Closed Session in accordance with NCGS 143-318.11 (a) (4) (5) to discuss matters relating to the location or expansion of industries or other businesses served by the public body and to instruct the City's negotiating agent concerning the position to be taken on behalf of the City Council in negotiating the price and other material items of a contract for the acquisition of real property by the purchase, option, exchange, or lease.

Attachments:

None