CITY OF HENDERSONVILLE
CITY COUNCIL REGULAR MEETING
Operations Center Assembly Room | 305 Williams St. | Hendersonville, NC 28792
Thursday, July 02, 2026 – 5:45 PM

AGENDA

1. **CALL TO ORDER**

2. **INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG**

3. **CONSIDERATION OF AGENDA**

4. **PUBLIC COMMENT** - *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*

5. **CONSENT AGENDA** - *Items are considered routine, noncontroversial in nature and are considered approved by a single motion and vote.*

   A. Approval of Minutes - *Jill Murray, City Clerk*

      June 4, 2026 Regular Meeting

      June 24, 2026 Second Monthly Meeting

   B. Annexation: Certificate of Sufficiency- 0 Merriman Rd (Lots 85, 86, 87) | 26-35-ANX – *Matthew Manley, AICP | Long-Range Planning Manager*

   C. Sole Source and Standardization Purchase of Orthophosphate- *Logan Hickey, Procurement & Contract Administrator & Ricky Levi, Water Treatment Facilities Manager*

   D. Purchase of Chlorine- *Logan Hickey, Procurement & Contract Administrator & Ricky Levi, Water Treatment Facilities Manager*

   E. Purchase of Water and Sewer Operations Inventory and Parts- *Logan Hickey, Procurement & Contract Administrator & Chad Freeman, Assistant Utilities Director*

   F. Sole Source Purchase of Sodium Bicarbonate- *Logan Hickey, Procurement & Contract Administrator & Ricky Levi, Water Treatment Facilities Manager*

   G. Sole Source Purchase of Coagulant- *Logan Hickey, Procurement & Contract Administrator & Ricky Levi, Water Treatment Facilities Manager*

   H. Sole Source Purchase of Polydyne- *Logan Hickey, Procurement & Contract Administrator & Garrett Demoss, Wastewater Treatment Facilities Manager*

   I. Sole Source Purchase of SCADA System Upgrades- *Logan Hickey, Procurement & Contract Administrator & Adam Steurer, Utilities Director*

J. Utility Extension Agreement for the Ronan at Hendersonville – *Adela Gutierrez-Ramirez, Civil Engineer*

K. Utility Extension Agreement for the Sheetz East Flat Rock – *Adela Gutierrez-Ramirez, Civil Engineer*

L. Utility Extension Agreement for the Daniel Drive Sewer Extension – *Adela Gutierrez-Ramirez, Civil Engineer*

M. Utility Extension Agreement for the Cottages at Sugarloaf Meadows Subdivision – *Adela Gutierrez-Ramirez, Civil Engineer*

N. July 2026 Budget Amendments – *Adam Murr, Budget & Eval. Director*

6. PRESENTATIONS

A. Special Presentation - *HC League of Women Voters*

B. Historic Preservation Commission Hyman Heights Tree Pruning - *Jim Welter, Board Member & Others*

C. Animal Services Advisory Committee Yearly Update - *Angela Prodrick, Board Member*

D. Clear Creek Greenway Project Update – *Brendan Shanahan, City Engineer*

7. PUBLIC HEARINGS

A. Annexation: Public Hearing- Ironwood Square (26-37-ANX) – *Sam Hayes, Planner II*

B. I&M Airport Taxi LLC-Certificate of Public Convenience & Necessity - *Jill Murray, City Clerk*

C. Public Hearing to Consider Amendments to Three Party Agreement, Interlocal Agreement and Restrictive Covenants Related to Garrison Industrial Park– *Angela Beeker, City Attorney*

8. NEW BUSINESS

A. Language Access Plan – *Allison Justus, Communications Director*

B. Annexation Request - Georgia Ave (Lot 27) | 26-34-ANX – *Matthew Manley, AICP, Long-Range Planning Manager*

9. CITY MANAGER REPORT - John F. Connet, City Manager

A. June 2026 Contingency and Adjustment Report – *John Connet, City Manager*

10. CITY COUNCIL COMMENTS

11. ADJOURN

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

MINUTES

June 4, 2026

REGULAR MEETING OF THE CITY COUNCIL

CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 5:45 p.m.

Present: Mayor Barbara G. Volk, Mayor Pro Tem Dr. Jennifer Hensley, and Council Members: Lyndsey Simpson, Melinda Lowrance

Staff Present: City Manager John Connet , Deputy City Manager Brian Pahle, City Clerk Jill Murray, City Attorney Angela Beeker, Budget & Evaluation Director Adam Murr, Communications Director Allison Justus, and others

1. CALL TO ORDER

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

2. INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG

The City Council observed a moment of silence for prayer or reflection followed by the Pledge of Allegiance to the Flag.

3. PUBLIC COMMENT *Up to 15 minutes is reserved for comments from the public not listed on the agenda.*

None.

4. CONSIDERATION OF AGENDA

Council Member Melinda Lowrance moved that City Council approve the agenda as presented. A unanimous vote of the Council followed. Motion carried.

5. CONSENT AGENDA

Council Member Lyndsey Simpson moved that City Council approve the consent agenda as presented. A unanimous vote of the Council followed. Motion carried.

A. Adoption of City Council Minutes – *Jill Murray, City Clerk*

May 1, 2026 Budget Workshop
May 13, 2026 Regular Meeting
May 27, 2026 Workshop Meeting - Hendersonville Housing Summit

B. June 2026 Budget Amendments – *Jennifer Floyd, Management Analyst*

TO MAYOR & COUNCIL **FISCAL YEAR 2027**
APPROVAL: June 4, 2026 **FORM: 06042026-02**

BUDGET AMENDMENT

FUND 410					
ACCOUNT NUMBER	**DESCRIPTION OF ACCOUNT**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
410-0000-470010-25000	Transfer In (from 010)	69,000	40,000	-	109,000
410-1525-550103-25000	Capital Outlay- CIP	69,000	40,000	-	109,000
FUND 010	TOTAL REVENUES	69,000	40,000	-	109,000
General Fund	TOTAL EXPENDITURES	69,000	40,000	-	109,000
An amendment to the Oakdale Improvement Project, #25000 increasing the total appropriation by $40,000 to a total of $109,000 using a transfer in from the General Fund.					

The City Manager and City Clerk certify budget ordinance amendment 06042026-02 was approved by City Council on June 4, 2026.

BUDGET AMENDMENT

FUND 010 | 060 | 410 | 301

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
010-0000-598901	Transfer Out (to 301)	959,016	-	-	959,016
010-1010-534000	Non-Capital Equipment	97,790	-	-	97,790
FUND 010	TOTAL REVENUES	-	-	-	97,790
General Fund	TOTAL EXPENDITURES	1,056,806	-	-	1,056,806
060-0000-598901	Transfer Out (to 301, #G2502)	565,200	-	48,200	517,000
060-0000-598901	Transfer Out (to 460, #G2502)	517,000	48,200	-	565,200
060-1010-519200	Contract Services	333,739	-	-	333,739
060-1010-523003	Utilties- Telephone & Internet	68,619	-	-	68,619
060-1010-534000	Non-Capital Equipment	21,077	-	-	21,077
FUND 060	TOTAL REVENUES	-	-	-	-
Water & Sewer Fund	TOTAL EXPENDITURES	1,505,635	48,200	48,200	1,505,635
410-0000-598901-25001	Transfer in (from 010)	100,000	-	-	100,000
410-0000-598901-25001	Transfer Out (to 301)	9,800	-	-	9,800
410-1010-470100-25001	Capital Outlay CIP	90,200	-	-	90,200
FUND 410	TOTAL REVENUES	100,000	-	-	100,000
DT Camera Project #25001	TOTAL EXPENDITURES	100,000	-	-	100,000
301-0000-470100-G2502	Transfer In (From 010, 410, & 060)	95,500	-	48,200	47,300
301-1010-554001-G2502	Capital Outlay - Equipment Other Than	95,500	-	48,200	47,300
FUND 301	TOTAL REVENUES	95,500	-	48,200	47,300
Cybersecurity #G2502	TOTAL EXPENDITURES	95,500	-	48,200	47,300
460-0000-470100-G2502	Transfer In (060)	-	48,200	-	48,200
460-1010-554001-G2502	Capital Outlay - Equipment Other Than	-	48,200	-	48,200
FUND 460	TOTAL REVENUES	-	48,200	-	48,200
Cybersecurity #G2502	TOTAL EXPENDITURES	-	48,200	-	48,200

A budget amendment correcting fund allocation for accounting purposes related to the Cyber Security Grant Project #25001.

The City Manager and City Clerk certify budget ordinance amendment 06042026-01 was approved by City Council on June 4, 2026.

TO MAYOR & COUNCIL **FISCAL YEAR 2026**
APPROVAL: June 4, 2026 **FORM: 06042026-03**

BUDGET AMENDMENT

FUND 460

ACCOUNT NUMBER	DESCRIPTION OF ACCOUNT	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
460-0000-420050-25019	Grant Revenue (NCDWI)	-	5,000,000	-	5,000,000
460-0000-470010-25019	Debt Proceeds (NCDWI, No-Interest)	-	5,000,000	-	5,000,000
460-7055-550103-25019	Capital Outlay- CIP	-	10,000,000	-	10,000,000
FUND 460	TOTAL REVENUES	-	10,000,000	-	10,000,000
Water Looping #25019	TOTAL EXPENDITURES	-	10,000,000	-	10,000,000

A budget amendment reflecting the adoption of a grant project ordinance (GPO) and reimbursement resolution (RR) for the Water System Resiliency Looping Project, #25019. The adopted project appropriation is $10,000,000. The project revenues are a $5,000,000 grant and $5,000,000 no-interest loan, both from the North Carolina Division of Water Infrastructure (NCDWI).

The City Manager and City Clerk certify budget ordinance amendment 06042026-03 was approved by City Council on June 4, 2026.

C. June 2026 Project Ordinances and Reimbursement Resolutions – *Adam Murr, Budget & Evaluation Director*

Resolution #R-26-44

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE 2026 TRANSPORTATION GENERAL OBLIGATION (GO) BOND PROJECT (#25013), ORDINANCE #O-26-11 (the "Project(s)").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the debt proceeds to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $10,000,000.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of June, 2026.

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

Ordinance #O-26-11

CAPITAL PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE 2026 TRANSPORTATION GENERAL OBLIGATION (GO) BOND PROJECT, #25013

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a City project described as the 2026 Transportation General Obligation (GO) Bond Project, #25013.

Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
410	1014	550103	25013	Capital Outlay–CIP (Resurfacing)	$9,140,692
410	1014	550103	25013	Capital Outlay–CIP (ADA Curb Ramp)	2,420,000
410	1014	550103	25013	Capital Outlay–CIP (Safety & Transportation)	3,705,000
410	1002	550102	25013	Capital Outlay–Service & Fees	175,000
				Total Project Appropriation	**$15,440,692**

Section 3: The following revenues are anticipated to be available for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
410	0000	470010	25013	Debt Proceeds (2026 GO Bond)	($10,000,000)
410	0000	470100	25013	Transfer in (from General Fund–FY25)	(158,290)
410	0000	470100	25013	Transfer in (from General Fund–FY26)	(782,402)
410	0000	470100	25013	Transfer in (from General Fund–FY27)	(900,000)
410	0000	470100	25013	Transfer in (from General Fund–FY28)	(900,000)
410	0000	470100	25013	Transfer in (from General Fund–FY29)	(900,000)
410	0000	470100	25013	Transfer in (from General Fund–FY30)	(900,000)
410	0000	470100	25013	Transfer in (from General Fund–FY31)	(900,000)
				Total Project Appropriation	**($15,440,692)**

Section 4: The Finance Director is hereby directed to maintain within the General Fund and Governmental Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

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

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

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

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

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of June, 2026.

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

Resolution #R-26-45

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE FY27 VEHICLE AND EQUIPMENT PROJECT (#VE027), ORDINANCE #O-26-12 (the "Projects").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the debt proceeds to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $1,665,350.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of June, 2026.

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

Ordinance #O-26-12

CAPITAL PROJECT ORDINANCE FOR
THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE FY27 VEHICLE AND EQUIPMENT PROJECT, #VE027

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section 1: The project authorized is a City project described as the FY27 Vehicle and Equipment Project, #VE027.

Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Description	Total Budget
Fund	Dept.	Account	Project		
410	1300	554002	VE027	C/O-Vehicles (14-47 Marked SUV)	$63,605
410	1300	554002	VE027	C/O-Vehicles (14-50, Unmarked)	$63,605
410	1300	554002	VE027	C/O-Vehicles (14-56, Unmarked)	$63,605
410	1300	554002	VE027	C/O-Vehicles (14-62, Unmarked)	$63,605
410	1300	554002	VE027	C/O-Vehicles (15-24, Unmarked)	$63,605
410	1300	554002	VE027	C/O-Vehicles (15-25, Unmarked)	$63,605
410	1300	554002	VE027	C/O-Vehicles (15-26, Unmarked)	$77,370
410	1300	554002	VE027	C/O-Vehicles (14-86, Marked)	$77,370
410	1300	554002	VE027	C/O-Vehicles (14-94, Marked)	$77,370
410	1300	554002	VE027	C/O-Vehicles (New Hire 1, Marked)	$77,370
410	1300	554002	VE027	C/O-Vehicles (New Hire 2, Marked)	$77,370
410	1300	554002	VE027	C/O-Vehicles (New Hire 3, Marked)	$77,370
410	1200	554002	VE027	C/O-Vehicles (Code Enforcement)	$30,000
410	2102	554002	VE027	C/O-Vehicles (Event Van)	$40,000
410	2102	554001	VE027	C/O-Equipment (Crew Cart/UTV)	$40,000
410	1523	554002	VE027	C/O-Vehicles (14-30 Truck)	$55,000
410	1523	554001	VE027	C/O-Equipment (42-10 Tractor)	$64,500

410	1555	554002	VE027	C/O-Vehicles (22-19 Dump Truck)	$100,000
460	7002	554002	VE027	C/O-Vehicles	$150,000
460	7002	554001	VE027	C/O-Equipment (50-03 Skid Steer)	$90,000
468	7855	554001	VE027	C/O-Equipment (Recycle Truck)	$250,000
				Total Project Appropriation	**$1,665,350**

Section 3: The following revenues are anticipated to be available for the project(s):

Account Codes				Account Description	Total Budget
Fund	**Dept.**	**Account**	**Project**		
410	0000	470010	VE027	Debt Proceeds (FY27 V&E Loan)	($1,175,350)
460	0000	470100	VE027	Transfers In (from 060)	($240,000)
468	0000	470010	VE027	Debt Proceeds (FY27 V&E Loan)	($250,000)
				Total Project Appropriation	**($1,665,350)**

Section 4: The Finance Director is hereby directed to maintain within the General Fund, Water and Sewer Fund, Environmental Services Fund, and Capital Project Funds sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

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

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

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

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

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of June, 2026.

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

Resolution #R-26-46

HENDERSONVILLE, NORTH CAROLINA
DECLARATION OF OFFICIAL INTENT TO REIMBURSE

BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina, this declaration (the "Declaration") is made pursuant to the requirements of the United States Treasury Regulations Section 1.150-2 and is intended to constitute a Declaration of Official Intent to Reimburse under such Treasury Regulations Section.

The undersigned is authorized to declare the official intent of HENDERSONVILLE, North Carolina (the "Issuer") with respect to the matters contained herein.

Expenditures to be Incurred. The Issuer anticipates incurring expenditures (the "Expenditures") for EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WATER SYSTEM RESILIENCY LOOPING PROJECT (#25019), ORDINANCE #O-26-13 (the "Project(s)").

Plan of Finance. The Issuer intends to finance the costs of the Project(s) with the grant revenue and debt proceeds to be issued by the Issuer (the "Borrowing"), the interest on which is to be excluded from gross income for Federal income tax purposes.

Maximum Principal Amount of Debt to be Issued. The maximum principal amount of the Borrowing to be incurred by the Issuer to finance the Project is $10,00,000.

Declaration of Official Intent to Reimburse. The Issuer hereby declares its official intent to reimburse itself with the proceeds of the Borrowing for any of the Expenditures incurred by it prior to the issuance of the Borrowing.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of June, 2026.

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

Ordinance #O-26-13

GRANT PROJECT ORDINANCE FOR THE EXECUTION, ACQUISITION, CONSTRUCTION, AND INSTALLATION OF THE WATER SYSTEM RESILIENCY LOOPING PROJECT, #25019

BE IT ORDAINED by the Governing Board of the City of Hendersonville, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby adopted:

Section 1: The project authorized is a City project described as the Water System Resiliency Looping Project, #25019.

Section 2: The following amounts are appropriated for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	7055	550103	25019	Capital Outlay–CIP	$10,000,000
				Total Project Appropriation	**$10,000,000**

Section 3: The following revenues are anticipated to be available for the project(s):

Account Codes				Account Name	Total Budget
Fund	Dept.	Account	Project		
460	0000	420050	25019	Grant Revenue (NCDWI)	($5,000,000)
460	0000	470010	25019	Debt Proceeds (NCDWI, No-Interest)	($5,000,000)
				Total Project Appropriation	**($5,000,000)**

Section 4: The Finance Director is hereby directed to maintain within the Water & Sewer Fund and Water and Sewer Capital Project Fund sufficient specific detailed accounting records to satisfy the disclosure requirements of all the contractual agreements, if applicable.

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

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

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

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

Section 9: The City Manager, or designee, is authorized to declare the project completed, close the project ordinance, and distribute remaining project funds to the appropriate operating fund or reserve fund.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of June, 2026.

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

D. Engineering Services to Support the Water System Resiliency Looping Project – *Devin Owen, Utilities Engineer*

Resolution #R-26-47

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ENTER INTO A CONTRACT FOR ENGINEERING SERVICES TO SUPPORT THE WATER SYSTEM RESILIENCY LOOPING PROJECT

WHEREAS, the City owns and operates a public water distribution system that serves a population of approximately 80,000 people in Henderson County and surrounding areas; and

WHEREAS, the City saw severe impacts from Hurricane Helene on September 27th, 2024, which illustrated several areas for improvements to strengthen the City's water system; and

WHEREAS, the Water System Resiliency Looping Project will provide additional, redundant waterlines into multiple key service areas of the water system. These redundant waterlines will create looped portions of the water

system, thus lessening the potential and severity of future water outage impacts by allowing for reduced public health risks and improving economic recovery; and

WHEREAS, City Staff have performed a qualifications-based selection, determined McGill Associates, PA., as most qualified, and have received and negotiated a scope of work and fee from McGill Associates, PA. to provide Engineering Services to support the project.

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

1. McGill Associates, PA. is most qualified to provide professional engineering services for the project, as recommended by Staff.
2. The scope of professional engineering services from McGill Associates, PA. is approved in the not-to-exceed amount of $1,236,500.00.
3. The City Manager is authorized to execute an agreement with McGill Associates, PA. consistent with the terms of this Resolution, as approved by the City Attorney.
4. The City Manager is authorized to approve contract amendments which cumulatively do not exceed 10% of the approved contract amount of $1,236,500.00, provided however that any necessary budget ordinance or project ordinance amendments must be brought back to the City Council for approval.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of June, 2026.

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

E. Annexation: Certificate of Sufficiency – Ironwood Square (26-37-ANX) – *Sam Hayes, Planner II*

Resolution #R-26-48

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION

PURSUANT TO G.S. 160A-58.2

WHEREAS, a petition requesting annexation of the satellite area described herein has been received; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the satellite area described herein will be held at City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. July 2nd, 2026, or as soon thereafter as it may be heard.

Section 2. The area proposed for annexation is described as follows:

Being all of that real property consisting of PINs 9577-79-4384, 9577-79-3365, and 9577-79-2337 described in the plat recorded in Book 2026- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9577-79-4384, 9577-79-3365, and 9577-79-2337 being described by metes and bounds as follows:

Beginning at an Existing 1/2" Iron Pipe;

Thence S 83°39'08"E a distance of 381.20' to an Existing Spike in the centerline of Case Street, S.R. 1784;

Thence with the centerline of said street S 05°55'16"W a distance of 99.39' to a Point in said centerline;

Thence N 83°34'00"W a distance of 129.93' to an existing 1/2" Iron Pipe;

Thence N 83°41'29"W a distance of 252.19' to an existing 1/2" Iron Pipe;

Thence N 06°26'51"E a distance of 99.37' to the Point of Beginning, having an Area of 37927.9 square feet, 0.87 Acres

Re: Petition for Satellite Annexation
Petitioners: Drake Bruner (applicant), Kieran Roe – Conserving Carolina (Property owner), Emily Balcken – Children and Family Resource Center (Property Owner)

File No. 26-37-ANX

Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of June, 2026.

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

6. PRESENTATIONS

A. Proclamation Recognizing Donnie Jones - *Barbara Volk, Mayor*

Mayor Volk read the proclamation aloud and presented it to Donnie Jones.

Proclamation

HONORING DONNIE JONES

WHEREAS, Donnie Jones of Hendersonville, North Carolina, has dedicated his life to serving others and enriching the lives of children and families throughout Henderson County and Western North Carolina; and

WHEREAS, recognizing a need within the community, Donnie Jones founded **Special Needs Sports** in 2001 and later established the **Special Needs Baseball League**, creating opportunities for children and adults with disabilities to experience the joy, camaraderie, and life lessons that come through participation in organized sports; and

WHEREAS, through his vision, leadership, and tireless volunteer efforts, Special Needs Sports has grown to serve more than 200 participants across seven counties in Western North Carolina, providing a welcoming environment where every player is valued, included, and celebrated; and

WHEREAS, Donnie Jones has worked tirelessly to ensure that financial barriers never prevent participation, relying on community partnerships, volunteers, sponsors, and charitable support so that every athlete has the opportunity to play; and

WHEREAS, his unwavering commitment to inclusion has extended beyond the playing field, helping to promote accessible recreation opportunities and advocating for facilities and programs that serve individuals of all abilities; and

WHEREAS, in recognition of his extraordinary contributions, Henderson County honored Donnie Jones by naming the **Donnie Jones All-Inclusive Playground at Jackson Park**, ensuring that his legacy of inclusion and service will inspire generations to come; and

WHEREAS, Donnie Jones has exemplified the highest ideals of community service, compassion, and leadership, touching countless lives through his dedication and his belief that every child deserves the opportunity to belong, participate, and succeed; and

WHEREAS, his heartfelt description of the athletes he serves as "**my kids**" reflects the love, commitment, and personal investment he has made in helping special needs individuals and their families feel valued and supported.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Mayor Barbara Volk, Mayor of the City of Hendersonville, on behalf of the City Council, hereby recognize and honor **Donnie Jones** for his outstanding service, visionary leadership, and unwavering dedication to the special needs community and to the citizens of Henderson County and Western North Carolina.

BE IT FURTHER PROCLAIMED, that all citizens are encouraged to join in celebrating Donnie Jones for his remarkable achievements and for the lasting impact he has made by creating opportunities, building community, and demonstrating that there are no limits to what can be accomplished through service, compassion, and inclusion.

PROCLAIMED this 4th day of June, 2026.



7. PUBLIC HEARINGS

A. Fiscal Year 2026-2027 Budget Adoption – *John Connet, City Manager*

City Manager John Connet asked Budget & Evaluation Director Adam Murr to come up so that Adam could introduce the two summer interns Jules and Ethan. Ethan is attending the University of North Carolina at Chapel Hill and Jules is attending Bryn Mawr College in Pennsylvania. Then John recognized Adam Murr and Jenny Floyd (not present) for their work on the budget.

Mr. Connet then explained that his comments have changed a little in the last 24 hours and we will still make a formal presentation tonight but from a staff perspective it is our recommendation that you do not adopt your budget tonight. We would ask that we open the public hearing and receive public comments. As you know, we spend a number of months doing financial forecasting and capital planning where we can show you the impacts of certain expenses and what revenues will be over a number of years and we take pride in our strong financial position, in our modeling and our capital improvement program. Our budget for the most part has been buttoned up and ready to go since early May, however last night the County Commissioners adopted a budget that included a 4.3 cent tax increase. In addition, they increased Sheriff's Deputy salaries by an average of 18% and both of those items will have an impact. The tax increase will have a dramatic impact in future years for us as it relates to the sales tax. We also see some other potential increases at the county level in future years so from our financial modeling and forecasting we need to take some time to look at those facts as it relates to your budget. In addition, we are in a competitive market for public safety, not only police, but fire and general employees for that matter and we've had a strong reputation and a strong practice of taking care of all of our team so looking at that potential increase and how it impacts our team we need to have some discussion about that and give you some options to consider in looking at years from now. On top of all of the local impacts, you have the state legislature that is looking at a bill that could potentially put a cap on the property tax levy in future years and we feel like there is potential for a constitutional amendment on the November election and ultimately could then, assuming it passes, that issue could be taken up in the long session in 2027. So we knew we had one headwind with the constitutional amendment, but you add the other two and we felt like instead of adopting our budget tonight, we would want to take a little bit of time to evaluate our big financial model of what those impacts would be and talk to our team about salary. We had planned a pay and classification study for this coming year anyway but there are things that we need to do before then, so we just want to circle as a team and give city council some options for recommendations. Nothing may change from this proposed budget but there may be some additional recommendations. My commitment to city council and to the citizens is that any changes will be transparent and we will meet again on June 24th and we will keep the public hearing open to that point and if we do make changes, the public can speak and if we are making any changes, we will release that via social media and local newspapers in as much advance notice we possibly can.

CITY OF HENDERSONVILLE

FY27 BUDGET ADOPTION

June 04, 2026



Our Vision

Hendersonville is a vibrant mountain city where the government and citizens work together for a high quality of life.

Our Mission

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

COUNCIL FOCUS AREAS & ENABLERS

FOCUS AREAS

- PUBLIC SAFETY
- PARKS, GREENWAYS, & NATURAL AMENITIES
- STRONG INFRASTRUCTURE
- BUSINESS AND ECONOMIC DEVELOPMENT
- HOUSING, GROWTH MANAGEMENT, AND COMMUNITY CHARACTER

ENABLERS

- HIGH PERFORMING CITY WORKFORCE
- FINANCIAL SUSTAINABILITY
- COMMUNITY PARTNERSHIPS
- HIGH-FUNCTIONING CITY COUNCIL
- ENGAGED AND EDUCATED COMMUNITY

The Fiscal Year 2026-2027 (FY27) budget was developed based upon information presented and discussed during our City Council and Staff Retreat held on Feb. 26 & 27, 2026.

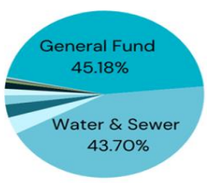
In August 2025, the City began updating its three-year strategic plan through community engagement efforts including focus groups, staff input, community meetings, and Council and leadership sessions. The updated plan identifies five focus areas and five enablers, each with defined goals, actions, and key performance indicators (KPIs) available at:

www.hvlnc.gov/strategicplan

BUDGET AT A GLANCE

TOTAL RECOMMENDED BUDGET: $75,150,992

WHERE IS THE MONEY GOING?



Environmental Services 3.28%
Stormwater 2.54%
Parking 1.79%
Water & Sewer Capital Reserve 1.26%
Main St. MSD 1.24%
Housing 0.39%
7th Ave MSD 0.37%
Stormwater Capital Reserve 0.20%
Governmental Special Revenue 0.04%

WHERE IS THE MONEY COMING FROM?

GENERAL FUND

Restricted Intergovernmental 3.18%
Permits & Fees 2.12%
Sales & Services 1.13%
Investment Earnings 0.69%
Other taxes & Licenses 0.02%
Miscellaneous 0.02%



BUDGET AT A GLANCE

Property Tax Rate
$0.52
per $100 of value

City Wide: $0.52/per $100
No *change from the previous rate*
Main St and 7th Ave MSD: $0.21/per $100
Main St: No change from the previous rate
7th Ave: No change from the previous rate

WATER & SEWER RATES

Water: 8% increase
Sewer: 9% increase

The rate differential between inside & outside water customer rates has lowered by 5% reflecting City Council's commitment to equalize rates by 2030

RATES & FEES

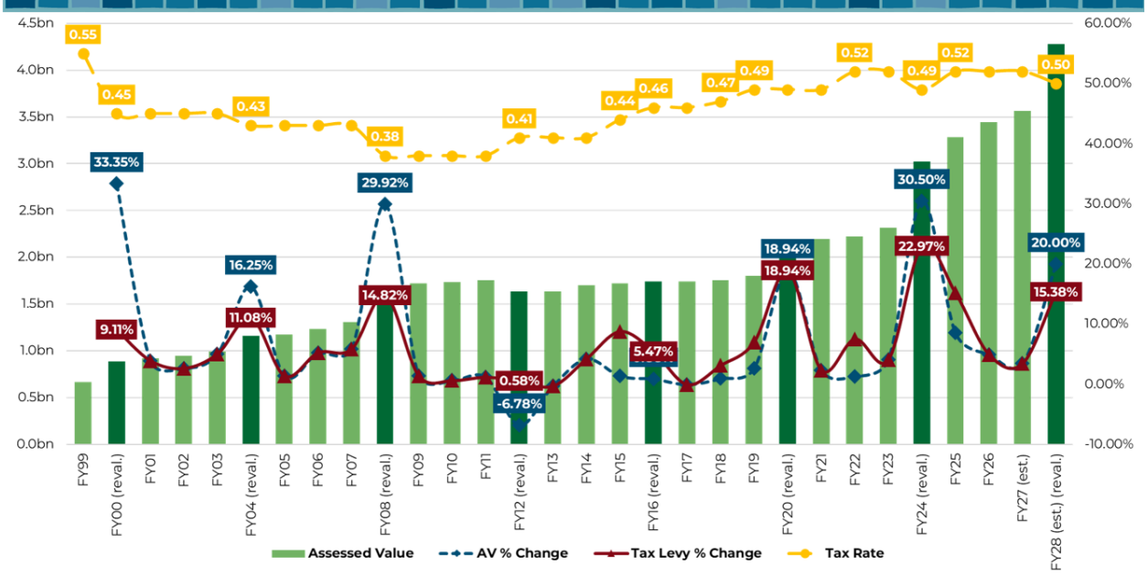
Stormwater: $9.00/month
$1 increase for residential customers
Non-residential Stormwater Fee Cap $450

Environmental Services: No increase in fees

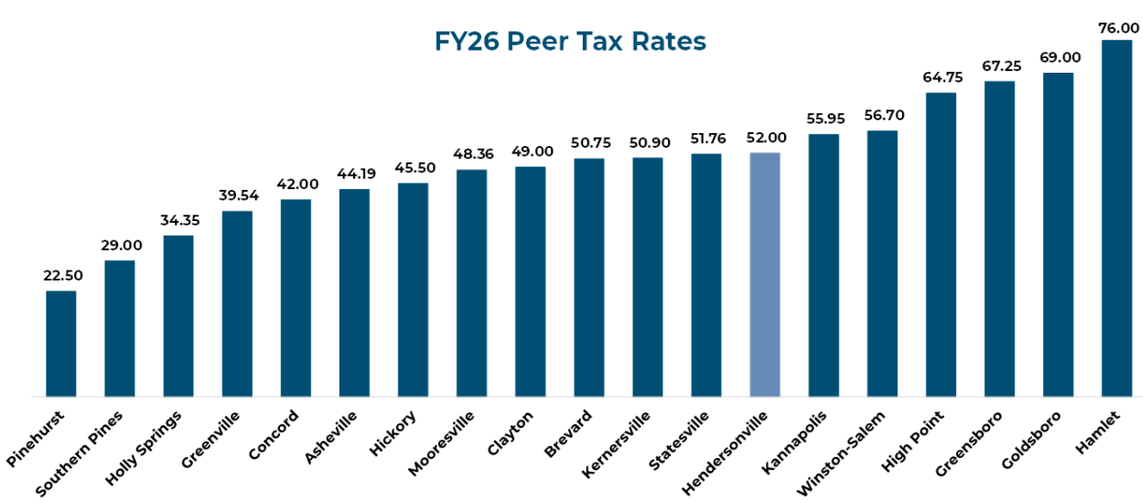
Parking: No increase in parking rates

LEARN MORE AT: HVLNC.GOV/BUDGET

BUDGET AT A GLANCE



BUDGET AT A GLANCE



BUDGET AT A GLANCE

TOTAL RECOMMENDED BUDGET: $75,150,992

HIGHLIGHTS

Focusing on long-term financial sustainability, the FY27 budget focuses on long-term financial sustainability while delivering high quality services

Committing to Compensation/Benefits requires additional funds to recruit & retain personnel, by covering increasing medical insurance & retirement costs

Prioritizing Strong Infrastructure with key Water & Sewer projects including treatment plant, line, and pump station improvements

Enhancing Public Safety by funding extraction equipment, thermal imaging cameras for fire response, and a mobile deployment drone.

Advancing Affordable Housing Options by establishing a housing fund.

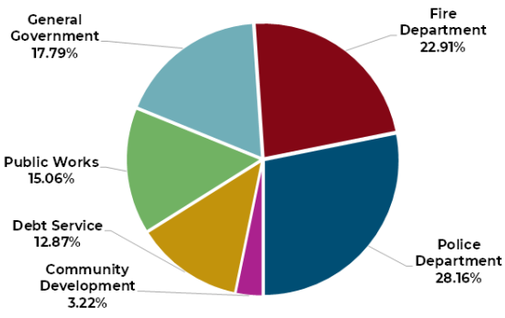
New positions include: 4 Police Officers, 1 Civilian Crash Investigator, 1 911 Telecommunicator, 2 Fire Training Officers, 1 Construction Inspector, and 1 part-time Human Resources Coordinator

PERSONNEL BENEFITS

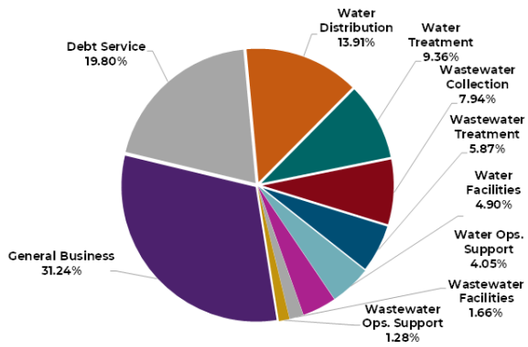
4.0% Cost of Living Adjustment
4.00% 401k Match
2.56% Average Merit Increase

BUDGET AT A GLANCE

TOTAL RECOMMENDED BUDGET: $75,150,992



General Fund
Expenditures by Function



Water & Sewer Fund
Expenditures by Function

GENERAL FUND

TAX RATE	**$0.52/$100**
REVENUES	(30,518,905)
EXPENDITURES	32,545,871
OTHER FINANCING	1,408,468
FUND BALANCE APPROPRIATED	(3,435,434)
FUND BALANCE FY27 START	12,433,902
FUND BALANCE FY27 END	8,998,468

REVENUES (+$1.4M, or 4.9%)

- Rate = **$0.52/$100** (**no change**)
- Drivers = Sales Tax Growth & Development

EXPENDITURES (+$1.6M, or 5.0%)

- **$20.9M** Personnel & Benefits (+$1.7M)
  - COLA, Merit, 401k, LGERS, etc.
  - Position Additions (6 Police, 2 Fire, 1 Eng., 0.5 HR)
- **$7.0M** Operating (-$247k)
  - Powell Bill Transfer Out, Zoning Ordinance Added
- **$442k** Capital (+$128k)
  - Priority = Critical equipment & replacements
- **$4.2M** Debt Service (-$26k)
  - Final/partial payments on prior debt issuances.

FUND BALANCE & OTHER FINANCING

- FY27 Transfers
  Budget = **$1,408,468** | *Est.* = **$1,112,910**
- FY27 End-of-Year Total Fund Balance
  Budget = **$8,998,468** | *Est.* = **$13,405,806**
- FY27 End-of-Year Unassigned - City Policy
  Est. = **$8,352,394** | **25.81%**

MAIN STREET MSD FUND

TAX RATE	$0.21/$100
REVENUES	(742,300)
EXPENDITURES	934,390
OTHER FINANCING	(192,090)
FUND BALANCE APPROPRIATED	-
FUND BALANCE FY27 START	62,403
FUND BALANCE FY27 END	62,403

REVENUES (-$12k, or -1.6%)
- Rate = **$0.21/$100** (**no change**)

EXPENDITURES (-$64k, or -6.4%)
- **$659,350** Personnel & Benefits (+$39k)
  - Salaries and benefits increases
- **$227,240** Operating (-$49k)
- **$0** Capital (-$58k)
- **$47,800** Debt Service (+$5.5k)
  - DT Vehicle

FUND BALANCE & OTHER FINANCING
- Budgeted Transfer from GF **$192,090**
- *Estimated* Transfer from GF **$43,939**

- No Budgeted or *Estimated* Fund Balance Appropriation

7th AVE MSD FUND

TAX RATE	$0.21/$100
REVENUES	(146,450)
EXPENDITURES	278,184
OTHER FINANCING	(76,468)
FUND BALANCE APPROPRIATED	(55,266)
FUND BALANCE FY27 START	62,426
FUND BALANCE FY27 END	7,160

REVENUES (+$9k, or 6.7%)
- Rate = **$0.21/$100** (**no change**)

EXPENDITURES (+$60k, or 27.3%)
- **$185,742** Personnel & Benefits (+$10k)
  - Salaries and benefits increases
- **$90,135** Operating (+$47k)
  - Streetscape items and equipment
- **$0** Capital (no change)
- **$2,307** Debt Service (DT Vehicle)

FUND BALANCE & OTHER FINANCING
- Budgeted Transfer from GF **$76,468**
- *Est*. Transfer from GF **$0**

- *Est*. Fund Bal. Appropriation = **$38,144**
- *Est*. End of Year Fund Bal. = **$17,122**

WATER & SEWER FUND

USER FEES	+ ~8.5%
REVENUES	(29,671,000)
EXPENDITURES	31,573,900
OTHER FINANCING	1,265,000
FUND BALANCE APPROPRIATED	(3,167,900)
FUND BALANCE FY27 START	10,771,721
FUND BALANCE FY27 END	7,603,821

REVENUES
- Water Sale Rev. **+8.0%**
- Sewer Charge Rev. **+9.0%**
- **SDFs** → 100% Effective Jul 1, 2026
- **115%** Inside/Outside Rate Diff. (**-5.0%**)

EXPENDITURES
- **$15.2M** Personnel & Benefits (+$836k)
- **$8.7M** Operating (-$372k)
- **$1.4M** Pay-Go Capital (+$333k)
- **$6.3M** Debt Service (+$107k)
- **$415k** Transfer for Vehicles & Equipment
- **$950k** Transfer to Capital Reserve Fund
  - SDFs $850,000

FUND BALANCE/BOND COVENANT
- FY26 Est. Covenant **(a)=1.14 (b)=1.02**
- FY27 Est. Covenant **(a)=1.12 (b)=1.02**
- **Min (a)=1.00, Min (b)=1.00**

PARKING FUND

USER FEES	No Change
REVENUES	(1,147,675)
EXPENDITURES	1,347,585
OTHER FINANCING	(199,910)
FUND BALANCE APPROPRIATED	-
FUND BALANCE FY27 START	-
FUND BALANCE FY27 END	-

REVENUES
- Parking Fee Revenues = **No Change**

EXPENDITURES
- **$282,951** Personnel & Benefits (-$20k)
- **$254,434** Operating (-$32k)
- **$0** Capital
- **$810,200** Debt Service (-$1.7k)

FUND BALANCE
- Budgeted Transfer from GF **$199,910**
- Est. Transfer from GF **$85,032**

- Est. Fund Bal. Appropriation = **$0**
- Est. End of Year Fund Bal. = **$0**
- **No Fund Balance – GF Supported**

STORMWATER FUND

USER FEES	$9.00/mo.
REVENUES	(1,906,050)
EXPENDITURES	1,456,050
OTHER FINANCING	450,000
FUND BALANCE APPROPRIATED	-
FUND BALANCE FY27 START	178,136
FUND BALANCE FY27 END	178,136

REVENUES
- Rate = **$9.00/Month/ERU** (+$1.00)
- Cap = **$450.00/Month/ERU** (+$50.00)
- +$220k user fee revenue

EXPENDITURES
- **$944,576** Personnel & Benefits (-$145k)
- **$437,424** Operating (+$66k)
- **$0** Capital
- **$74,050** Debt Service (-$1.8k)
- **$150,000** Transfer to Capital Reserve
- **$300,000** Transfer to Wash Creek Project

FUND BALANCE
- No Fund Balance Appropriation
- No General Fund Transfer (In)
- Estimated Increase **$77,302**

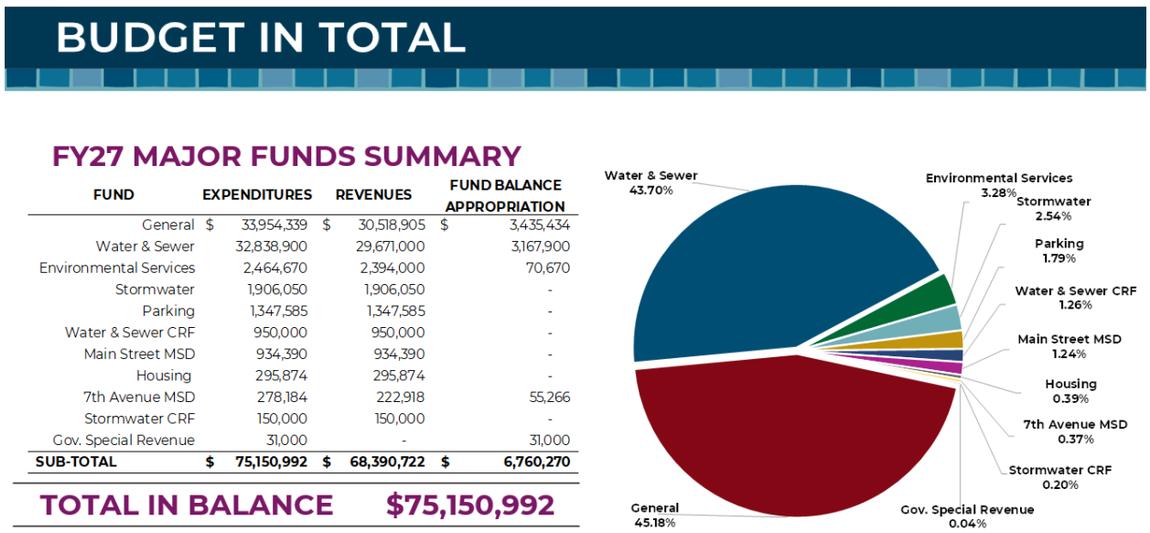
ENVIRONMENTAL SERVICES FUND

USER FEES	$32.00/mo.
REVENUES	(2,394,000)
EXPENDITURES	2,464,670
OTHER FINANCING	-
FUND BALANCE APPROPRIATED	(70,670)
FUND BALANCE FY27 START	193,960
FUND BALANCE FY27 END	123,290

REVENUES
- Rate = **$30.00 / 32gal (no change)**
  $32.00 / 96gal (no change)

EXPENDITURES
- **$1.6M** Personnel & Benefits (+$31k)
- **$686,312** Operating (+$6.1k)
- **$0** Capital
- **$213,465** Debt Service (+$19k)

FUND BALANCE
- Fund Balance Appropriation **$70,670**
- No General Fund Transfer(In)
- Estimated Increase **$64,533**





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

The public hearing was opened at 6:21 p.m.

There were no public comments and Mayor Volk asked if Council would motion to continue the public hearing until the next meeting.

Council Member Melinda Lowrance moved that City Council recess and continue this public hearing and move it to our June 4, 2026 meeting at 4:00p.m. or as soon thereafter as may be open at the City Operations Building located at 305 Williams Street, Hendersonville in the large meeting room.

B. Adoption of Resolution Authorizing the City of Hendersonville to Participate in the Commercial Property Assessed Capital Expenditure (C-PACE) Program – *John Connet, City Manager*

City Manager John Connet explained that the City Council previously approved a Resolution of Intent to participate in the C-PACE Program. Prior to formally joining the program the City Council must conduct a public hearing and adopt a resolution authorizing participation.

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

The public hearing was opened at 6:25 p.m.

There were no public comments.

The public hearing was closed at 6:25 p.m.

Council Member Jennifer Hensley moved that the City Council adopt the resolution authorizing the City of Hendersonville to participate in the C-PACE Program. A unanimous vote of the Council followed. Motion carried.

Resolution #R-26-51

RESOLUTION AUTHORIZING HENDERSONVILLE, NORTH CAROLINA TO PARTICIPATE IN THE COMMERCIAL PROPERTY ASSESSED CAPITAL EXPENDITURE (C-PACE) PROGRAM

WHEREAS, as required by N.C. Gen. Stat. § 160A-239.14(a)(1), the City Council, of the City of Hendersonville, North Carolina previously adopted Resolution No. R26-43 Resolution of Intent, declaring the intent of the City to participate in the Commercial Property Assessed Capital Expenditure (C-PACE Program) established under Article 10B of Chapter 160A of the General Statutes of North Carolina, as amended (the "C-PACE Act"); and

WHEREAS, as required by N.C. Gen. Stat. § 160A-239.14(b), on June 4, 2026 the City of Hendersonville held a public hearing on its intent to participate in the C-PACE Program; and

WHEREAS, as required by N.C. Gen. Stat. § 160A-239.14(a)(2), the City of Hendersonville now desires to adopt a resolution to join the C-PACE Program;

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

Section 1. The City of Hendersonville hereby joins the C-PACE Program, and declares that its participation in the C-PACE Program shall be subject to and consistent with the provisions of the C-PACE Act, the terms of the C-PACE Program as established by the Economic Development Partnership of North Carolina as the Statewide Administrator of the C-PACE Program, and the Resolution of Intent.

Section 2. Nothing in this resolution shall be interpreted as authorizing the City of Hendersonville to pledge, offer, or encumber its full faith and credit, and the City of Hendersonville shall not pledge, offer, or encumber its full faith and credit in connection with any C-PACE Financing.

Section 3. Should any provision or provisions of this Resolution be declared invalid or unenforceable in any respect by final decree of any court of competent jurisdiction, the invalidity or unenforceability of any such provisions shall not affect the remaining provisions of such Resolution.

Section 4. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed.

Section 5. The Resolution shall take effect upon the concurrence of the Henderson County Board of Commissioners.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of June, 2026.

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

C. Public Hearing: Consideration of Incentives to Project Crown – *Brittany Brady, President-Henderson County Partnership for Economic Development and Angie Beeker, City Attorney*

The City has been asked to consider the approval of proposed economic development incentives for the benefit of a company known at this time as Project Crown. Project Crown company is a global manufacturing company that provides design, engineering, manufacturing, and supply chain services to many of the world's top brands. The company is considering locations to establish a 130,000 sf manufacturing facility. The company is considering the City of Hendersonville for this facility. The new 130,000 sf facility, estimated to be valued at nearly $73.0 Million, would be constructed by an independent third party and leased by the company. The company would invest nearly over $51.0 Million, for the equipping of the manufacturing facility. The project would result in the creation of 148 new jobs over a three-year period, paying an average annual wage of $62,776.00.00, which is in excess of the median average wage in Henderson County for full-time employment, plus other benefits.

Project Crown

Hendersonville City Council
Public Hearing
June 4, 2026

Economic Development – NCGS § 158-7.1

- "Each county and city in this State is authorized to make appropriations for economic development purposes."

- Appropriation must:
  - Increase population
  - Taxable Property
  - Agricultural Industries
  - Employment
  - Industrial Output OR
  - Business Prospects

  of the city or county.

City of Hendersonville Economic Development Assistance Guidelines

- Minimum capital investment of $1,500,000 (real or personal)
- Create full-time jobs that pay at or above median industrial wage ($54,118 for 2026)
- For each year that investments made/jobs created, typically receive 5 years of incentives payments (7 for Project Crown)
- Incentives payments are a % of taxes paid to the City, based upon number of jobs created and wages paid (see next slide).
- Incentives agreement between industry and City

Economic Incentives Payments

Number of Jobs Created	Points
5-25	20
26-49	30
50-75	40
76-149	50
150+	60

Wages *Wage data to be updated annually	Points
100% of Average	20
105% of Average	30
110% of Average	40
120% of Average	50
150% of Average	60

Total Points = Percentage of each year's property taxes generated as a result of the project for which the incentives are granted (for each year for which incentives are granted by the Board).

Project Crown

- Total Investment (over 2 years):
  - $73.0 Million Real Property
  - $51.0 Business Personal Property
  - $124.0 Total Investment
- Wages: $62,776.00 (116% of median average wage)
- Number of jobs: 148 (over 3 years)
- Total points: 90% of taxes paid each year for 5 years/ investment year

Estimated Total Incentives
Maximum of $3,520,274.60

ANNUAL AND TOTAL ESTIMATED INCENTIVES				
Year	Incentives on Yr 1 Investment	Incentives on Yr 2 Investment	Total Annual Incentive	TOTAL ALL YEARS
2026	$4,914.00	$0.00	$4,914.00	$4,914.00
2027	$4,914.00	$574,870.74	$579,784.74	$584,698.74
2028	$4,914.00	$549,241.29	$554,155.29	$1,138,854.03
2029	$4,914.00	$523,611.83	$528,525.83	$1,667,379.86
2030	$4,914.00	$497,982.37	$502,896.37	$2,170,276.23
2031	$4,914.00	$472,352.91	$477,266.91	$2,647,543.14
2032	$4,914.00	$446,723.46	$451,637.46	$3,099,180.60
2033	$0.00	$421,094.00	$421,094.00	$3,520,274.60

Senior Director of Business & Economic Development Emily Martin added the following:

Project Crown is a public global manufacturing company that provides design, engineering, manufacturing, and supply chain services to many of the world's top brands. Project Crown is focused on precision injection molded components that are subsequently assembled via high speed automated assembly lines and shipped to customers for final labeling and distribution in the healthcare industry

The company has global locations as well as locations in the State of North Carolina. To accommodate growth in the market, the company is considering building a new facility to serve their existing markets. The project has considered sites in Ireland, Illinois, Florida, and North Carolina.

The company is considering a location in Henderson County, within the City of Hendersonville. They would construct an approximate 130,00 SF building estimated at nearly $73 million and invest over $51 million in business personal property. The total project investment is $123,885,629 The project would create 148 new positions with average wages exceeding $62,776 annually.

Projected Investment: $72,772,751 real property
$51,112,878 business personal property

Projected Employment: 148 jobs over 5 years
Anticipated Wages: $62,776 average annual wages

Based on 7-year straight-line depreciation of business personal property, 25% residual, at 90% threshold:

ANNUAL AND TOTAL ESTIMATED INCENTIVES				
Year	Incentives on Yr 1 Investment	Incentives on Yr 2 Investment	Total Annual Incentive	TOTAL ALL YEARS
2026	$4,914.00	$0.00	$4,914.00	$4,914.00
2027	$4,914.00	$574,870.74	$579,784.74	$584,698.74
2028	$4,914.00	$549,241.29	$554,155.29	$1,138,854.03
2029	$4,914.00	$523,611.83	$528,525.83	$1,667,379.86
2030	$4,914.00	$497,982.37	$502,896.37	$2,170,276.23
2031	$4,914.00	$472,352.91	$477,266.91	$2,647,543.14
2032	$4,914.00	$446,723.46	$451,637.46	$3,099,180.60
2033	$0.00	$421,094.00	$421,094.00	$3,520,274.60

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

The public hearing was opened at 6:29 p.m.

There were no public comments.

The public hearing was closed at 6:29 p.m.

Council Member Melinda Lowrance moved that the City Council adopt the Resolution of the City of Hendersonville City Council to Approve Economic Development Incentives for Project Crown and Authorize the City Manager to Execute Agreement with the Company. A unanimous vote of the Council followed. Motion carried.

Resolution #R-26-52

RESOLUTION OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE ECONOMIC DEVELOPMENT INCENTIVES FOR PROJECT CROWN AND AUTHORIZE THE CITY MANAGER TO EXECUTE AGREEMENT WITH THE COMPANY

WHEREAS, the City of Hendersonville has been requested to approve economic incentives for Project Crown, a Project involving a taxable capital investment of $73,000,000.00 in real property (not including any land acquisition costs), and not less than $51,000,000.00 in business personal property (equipment) over a two-year period, and the creation of 148 jobs paying an average annual wage of $62,776.00, which is in excess of the average wage in Henderson County for all insured industries for full-time employment, plus provide other employment benefits, over a three- year period; and

WHEREAS, The Project Crown Company (the "Company") is proposing to establish a establish a 130,000 sf manufacturing in the City of Hendersonville that would be constructed by an independent third party and leased by the Company; and

WHEREAS, the public benefit to be derived from Project Crown is an increase in the property tax base for the City of Hendersonville, a substantial number of new jobs paying above the average wage in Henderson County, and will increase the population of the City of Hendersonville; and

WHEREAS, Based on the City's Economic Development Assistance Guidelines, the Company's proposed level of capital investment and job creation at the stated average annual wage qualifies Project Crown for consideration by City Council of the following incentive package: seven annual incentives payments for each of the two years over which capital investment benchmarks (including retention) are met by the Company. Job creation and retention requirements must also be met over the three-year period. The maximum total amount of monetary incentives to be considered by City Council for the Company is $3,520,274.60; and

WHEREAS, Project Crown has indicated that the City of Hendersonville is in competition with other locations for the location and development of the capital investment; and

WHEREAS, the City is authorized to provide the requested economic incentives pursuant to N.C. Gen. Stat. § 158-7.1; and

WHEREAS, The company would be required to enter into an economic development agreement with the City pursuant to N.C. Gen. Stat. § 158-7.1(h); and

WHEREAS, City Council is desirous of approving the economic incentives for Project Crown, having held a duly advertised public hearing as required by N.C. Gen. Stat. § 158-7.1;

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

1. The WHEREAS clauses are incorporated into this Resolution as findings of the City of Hendersonville City Council.

2. The following economic development incentives are approved:

    a. Seven annual incentives payments for each of the two years over which capital investment benchmarks (including retention) are met by the Company. Job creation and retention requirements must also be met over the three-year period. The maximum total amount of monetary incentives payments approved is $3,520,274.60.

3. The City Manager is authorized to execute an economic incentives agreement on behalf of the City of Hendersonville with the Company, with such terms and conditions as he deems appropriate in consultation with the City Attorney, provided the agreement is consistent with the terms of this Resolution. The City Manager, City Attorney, City Clerk, and City Finance Director are also authorized to take any other actions and enter into any other agreements on behalf of the City with the Company, or with any other entity, necessary to carry out the City's responsibilities under the economic incentives agreement, except where City Council approval is requires by the North Carolina General Statutes, regardless of any local policies or guidelines, and provided that the amount and type of taxable capital investment required, the number of jobs to be created, the minimum average annual salary to be paid to the jobs created, and the amount and type of economic incentives to be paid by the City may not be changed without approval from the City Council.

4. The approval of the economic incentives as outlined in this Resolution is conditioned on the Company meeting the taxable capital investment in real and personal property, consisting of $73,000,000.00 in new taxable capital investment in real property and improvements, and $51,000,000.00 in personal property and equipment over a two year period, meets the job creation requirement of 148 new jobs paying an average wage of $62,776.00 per year plus benefits, and retains the capital investment (less depreciation) and jobs over the term of the Agreement.

5. The City Manager, City Attorney, and City Staff are authorized to take such other actions as may be necessary to carry out the terms and provisions of the agreement as signed by the City Manager and this Resolution.

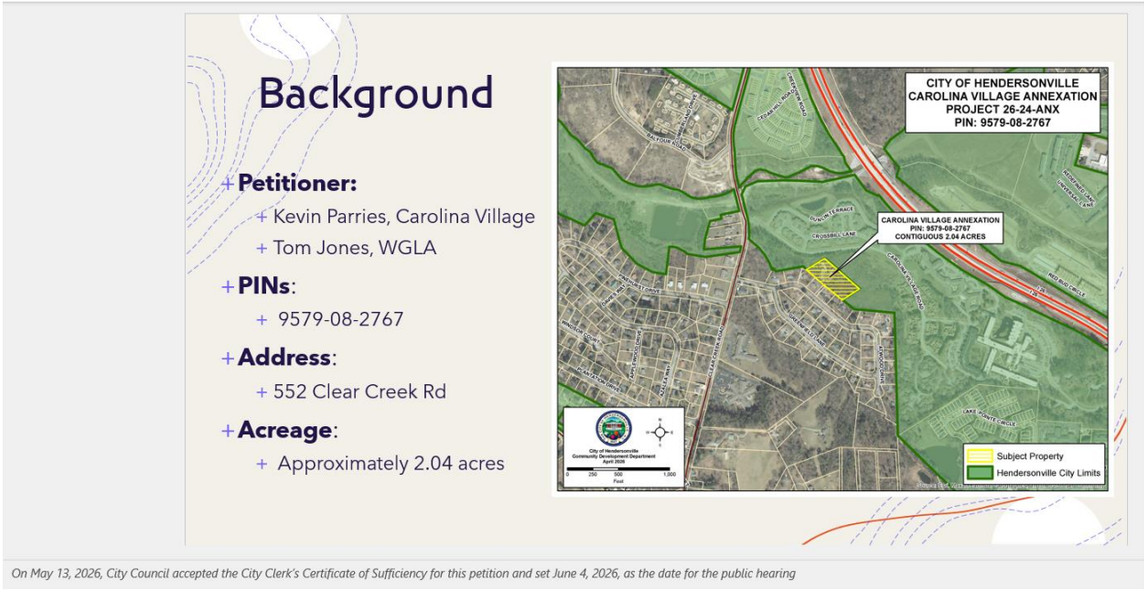
Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of June, 2026.

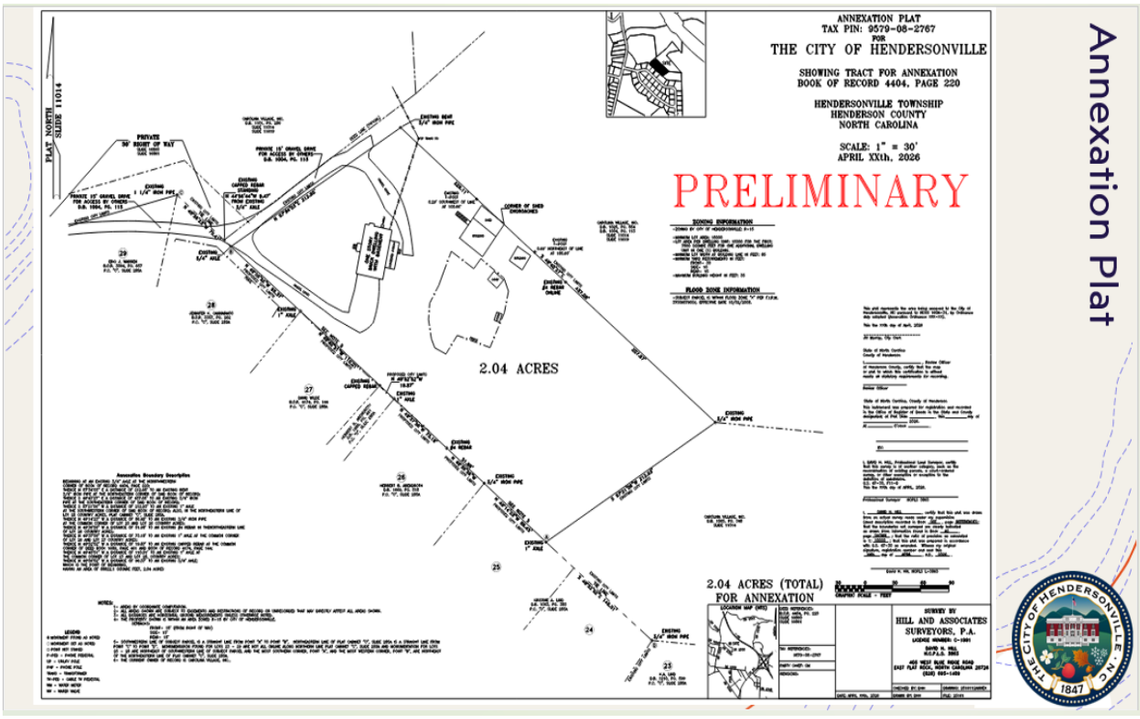
Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

D. Annexation: Public Hearing-552 Clear Creek Rd. (Carolina Village 26-24-ANX – *Matthew Manley, Long-Range Planning Manager*

Planner Sam Hayes explained that the City of Hendersonville received a petition from Tom Jones of WGLA & Kevin Parries of Carolina Village for contiguous annexation of PIN 9579-08-2767, a 2.04 acre parcel abutting the Carolina Village campus. On May 13, 2026, City Council accepted the City Clerk's Certificate of Sufficiency for the petition submitted by Tom Jones & Kevin Parries and set June 4, 2026, as the date for the public hearing.







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

The public hearing was opened at 6:32 p.m.

There were no public comments.

The public hearing was closed at 6:32 p.m.

Council Member Lyndsey Simpson moved City Council adopt an ordinance of the City of Hendersonville to extend the Corporate Limits of the City as a contiguous annexation, to annex that property owned by Carolina Village, identified as PIN 9579-08-2767, finding that the standards established by North Carolina General Statute 160A-31 have been satisfied and that the annexation is in the best interest of the City. A unanimous vote of the Council followed. Motion carried.

Ordinance #O-26-18

Return to: City of Hendersonville box

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO EXTEND THE CORPORATE LIMITS OF THE CITY AS A CONTIGUOUS ANNEXATION

IN RE: Petition for Contiguous Annexation
Petitioner: Kevin Parries, Carolina Village
File No. 26-24-ANX

WHEREAS, The City of Hendersonville has been petitioned by Tom Jones of WGLA on behalf of Kevin Parries of Carolina Village, pursuant to North Carolina General Statutes (NCGS) 160A-31, as amended, to annex the area described herein below; and

WHEREAS, the City Clerk has investigated and certified the sufficiency of said petition; and,

WHEREAS, a public hearing on the question of this annexation was held at 305 Williams St (City Operations Building), Hendersonville, NC at 5:45 pm, on the 4th day of June 2026, after due notice by publication as provided by law on the 13th day of May 2026; and

WHEREAS, the City Council further finds the areas described therein meets the standards of N.C. G.S. 160A-31.

WHEREAS, the City further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City further finds that the petition is otherwise valid, and that the public health, safety, and welfare of the City and of the area proposed for annexation will be best served by annexing the area described.

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

1: By virtue of the authority granted by N.C.G.S. 160A-31, as amended, the following described contiguous area is hereby annexed and made part of the City of Hendersonville as of the 4th day of June 2026.

Being all of that real property consisting of PIN 9579-08-2767 described in the plat recorded in Book 2024-_____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9579-08-2767 being described by metes and bounds as follows:

Being all those pieces, parcels, or tracts of land situate in Henderson County, North Carolina, and being all of Lots 1R & 2R, "Lot Line Adjustment Peter & Rhonda Summerville" of the plat thereof as recorded as Plat Slide 15681, Register of Deeds of Henderson County (RODHC), North Carolina, and being more particularly described as follows:

Being the property described in Book of Record 4404, Page 220.
Beginning at an existing 3/4" axle at the northwestern corner of Book of Record 4404, Page 220;
Thence N 57°34'03" E a distance of 212.95' to an existing bent 3/4" iron pipe at the northeastern corner of said Book of Record;
Thence S 49°40'27" E a distance of 437.08' to an existing 3/4" iron pipe at the southeastern corner of said Book of Record;
Thence S 57°21'06" W a distance of 212.93' to an existing 1" axle at the southwestern corner of said Book of Record; also, in the northeastern line of lot 25 country acres, Plat Cabinet "C",
Slide 285a.
Thence N 49°14'23" W a distance of 86.45' to an existing 3/4" iron pipe at the common corner of lot 25 and lot 26 country acres;
Thence N 49°36'56" W a distance of 51.98' to an existing #4 rebar in the northeastern line of lot 26 country acres;
Thence N 49°37'56" W a distance of 73.18' to an existing 1" axle at the common corner of lot 26 and lot 27 country acres;
Thence N 49°52'52" W a distance of 19.87' to an existing capped rebar at the common corner of Deed Book 1689, Page 461 and Book of Record 4174, Page 144;
Thence N 49°40'51" W a distance of 110.01' to an existing 1" axle at the common corner of lot 27 and lot 28, country acres;
Thence N 49°56'52" W a distance of 96.37' to an existing 3/4" axle;
Which is the point of beginning, having an area of 88822.1 square feet, 2.04 acres

2: Upon and after the 4th day of June 2026, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A- 58.10, as amended.

3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Henderson County Board of Elections, as required by G. S. 163-288.1.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of June, 2026.

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

E. Rezoning: Conditional Zoning District-Carolina Village (26-25-CZD) – *Sam Hayes, Planner II*

Planner Sam Hayes explained that the City of Hendersonville received an application for a Conditional Zoning District from WGLA Engineering, PLLC on behalf of Carolina Village. The existing Carolina Village property is currently zoned PRD-CZD (Planned Residential Development Conditional Zoning District). The applicant proposes to rezone the subject property, along with three additional parcels currently zoned R-15. Carolina Village is a retirement community. If approved, all parcels would be rezoned to Urban Village. However, the scope of review for this application was only conducted in the area directly surrounding the proposed new building. Any existing buildings that do not conform to Urban Village standards would be considered nonconforming and would fall under the city's nonconforming structures ordinance. The proposed project includes the construction of a 60-unit multifamily building to serve as an independent living facility, along with an 8,000 square foot wellness center located within the building.

Carolina Village
(PRD CZD and R-15 to UV CZD)

26-25-CZD
Conditional Rezoning
City of Hendersonville City Council
June 4th, 2026

Community Development: Planning Division | Sam Hayes: Planner II

Project Background

Location:
- Address: 600 Carolina Village Road
- PIN: 9579-18-3554, 9579-08-2767, 9579-37-5327, 9579-37-6200

Applicant / Owners:
- Kevin Parries, Carolina Village [Owner]
- Tom Jones, WGLA Engineering, PLLC [Applicant]

Acreage: 96.77
Current Zoning: PRD CZD and R-15
Proposed Zoning: UV CZD
Future Land Use Designation: Multi-Generational Living



Neighborhood Compatibility Meeting

Date: April 1, 2026
Attendees:
- In-person - 4
- City Staff – 4
- Applicant – 2

Topics Discussed:
- Water runoff and adequate facilities for stormwater retention






Site Photos

N Lakeisde drive

Click to add text | Click to add text | Click to add text

Site Plan



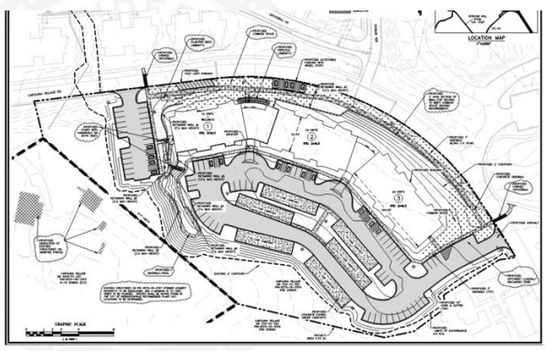
Entire site is being rezoned to UV. In consultation with Legal, we have determined that the only portion of the site that is being touched is the area surrounding the new construction, and therefore, that is the only area that staff has analzyed for this conditional rezoning. With that being said, the applicant is meeting the requirements for tree canopy preservation and open space across the entire site. All other things, such as building design, will be considered nonfonforming and would need to come into compliance with the UV zoning ordinance if they are signficantly altered.

26-25-CZD | Carolina Village | June 4, 2026

Site Plan

The Applicant has submitted the following site plan to show:

- Construction of a 60 unit multi-family building
- 8,000 square foot wellness center
- Event space
- Offices



Total footprint is 50,000 square feet
Sufficient parking for the building.
Use of existing stormwater facility, which the engineer says does have the capacity.
Applicant has provided a seven foot sidewalk along the front of the building and sidewalks throughout the interior fo the site to connect parking to the various building entrys and external sidewalks.

26-25-CZD | Carolina Village | June 4, 2026

Landscape Plan

- All landscaping requirements have been met in the preliminary landscaping plan.
- Additional buffer on the SW portion of the property due to the purchase of an adjacent property.



SW corner of site will see an additional buffer. Adjacent property was purchased and the plan is the demolish the existing home on the property and add additional trees plantings to the site.

Conditions

Developer-Proposed Conditions:

1. The TIA requirement as stated in the Urban Village Zoning District (Section 5-24-1.3.1) shall be waived because the addition of a 60 unit multi-family building does not surpass the threshold of 100 peak hour trips and 1000 daily trips.

26-25-CZD Carolina Village June 4, 2026

R-10 zoning district which does not allow new construction of accessory structures in front of the primary structure.

Conditions

City-Proposed Condition:

1. None

25-102-CZD Carolina Village June 4, 2026

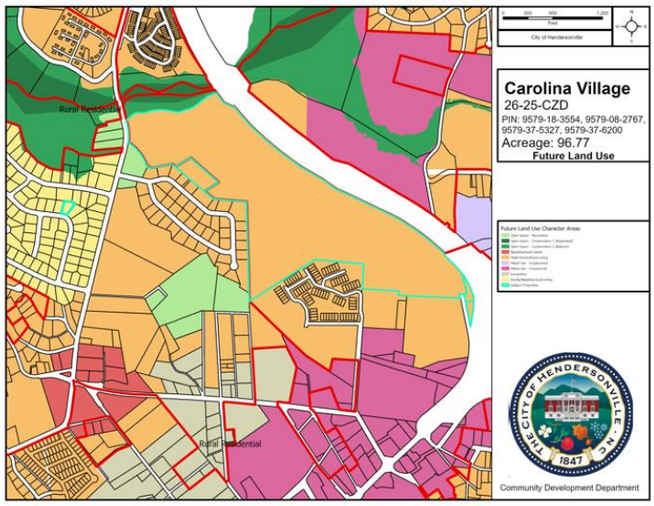
The location of fire hydrants will need to be determined but that is something that will be addressed at final site plan review.

26-25-CZD Carolina Village June 4, 2026

Comprehensive Plan Consistency

Future Land Use

- Multi-generational living
- Surrounding Area
  - Open space
  - Mixed use commercial
  - Innovation



General Rezoning Standards: 1) COMPREHENSIVE PLAN CONSISTENCY

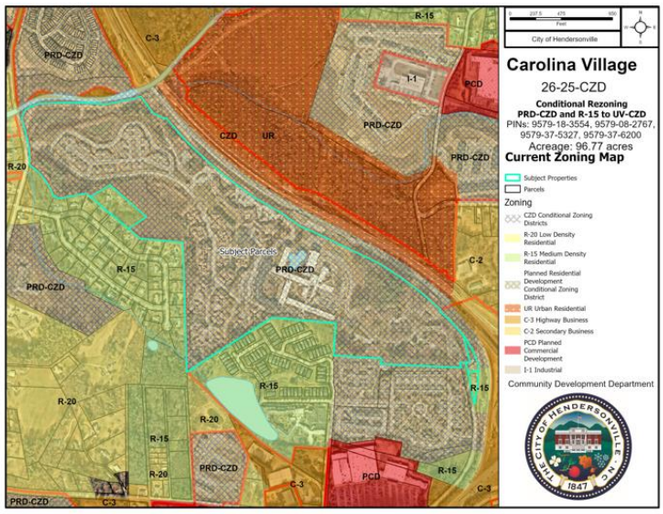
LAND SUPPLY, SUITABILITY & INTENSITY	**Development Intensity:** Consistent
FUTURE LAND USE & CONSERVATION MAP	**Designation**: Multi-Generational Living **Character Area Description**: Consistent **Zoning Crosswalk**: Consistent

Current Land Use & Zoning

Subject Property
- PRD and R-15

Surrounding Zoning
- R-15, R-20, PCD, C3, PRD

Surrounding Land Use
- Single Family
- Multi-Family
- Commercial



General Rezoning Standards: 2) COMPATIBILITY

EXISTING CONDITIONS	The subject property has many existing buildings on it including single, duplex, and multi-family, medical buildings, restaurants, and many accessory uses that assist the retirement community.
GEN H GOALS	**Vibrant Neighborhoods:** Consistent **Abundant Housing Choices:** Consistent **Healthy and Accessible Natural Environment:** Consistent **Authentic Community Character:** Consistent **Safe Streets and Trails:** Consistent **Reliable & Accessible Utility Services:** Consistent **Satisfying Work Opportunities:** Consistent **Welcoming & Inclusive Community:** Consistent **Accessible & Available Community Uses and Services:** Consistent **Resilient Community:** Consistent
GEN H GUIDING PRINCIPLES	**Mix of Uses:** Consistent **Compact Development:** Consistent **Sense of Place:** Consistent **Conserved & Integrated Open Spaces:** Consistent **Desirable & Affordable Housing:** Consistent **Connectivity:** Consistent **Efficient & Accessible Infrastructure:** Consistent

General Rezoning Standards

3) CHANGED CONDITIONS	The applicant is seeking to add additional housing to an already built-out project. The addition of this housing will go on a undeveloped portion of the property.
4) PUBLIC INTEREST	The addition of this housing in a location that will both integrate it into the existing development of Carolina Village, while also providing a substantial buffer from adjacent neighborhoods.
5) PUBLIC FACILITIES	The subject property is already served by city utilities, which will be extended to this new construction.
6) EFFECTS ON NATURAL ENVIRONMENT	The project is required to follow city ordinance protecting the natural environment. The Carolina Village development has already implemented many projects to assist in protecting the natural environment.

26-25-CZD Carolina Village June 4, 2026

DRAFT: Comprehensive Plan Consistency Statement

The petition is found to be **consistent** with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and the public hearing, and because:

The petition is consistent with a range of Goals, Guiding Principles, and the Future Land Use Designation of Multi-Generational Living as defined in Chapter IV of the Gen H Comprehensive Plan.

26-25-CZD Carolina Village June 4, 2026

DRAFT: Reasonableness Statement

We find this petition to be reasonable and in the public interest based on the information from the staff analysis and the public hearing, and because:

[**Rationale for Approval**]

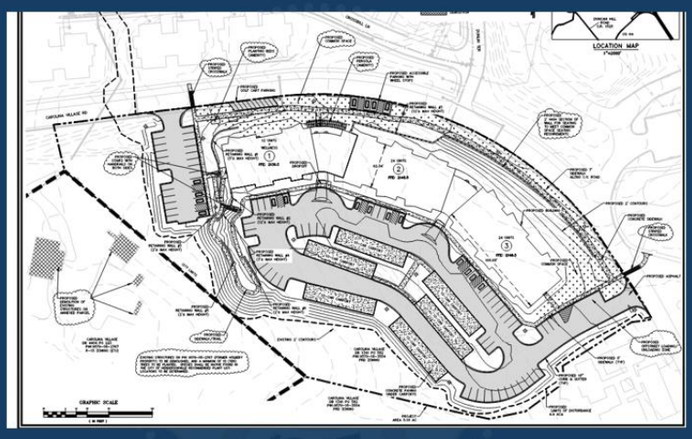
1. *The petition provides additional housing.*
2. *The petition provides an adequate buffer between the multi-family and single family housing on adjacent properties.*
3. *The petition will adequately address stormwater through the use of existing stormwater retention facilities.*

DRAFT: Reasonableness Statement

We **do not** find this petition to be **reasonable** and in the public interest based on the information from the staff analysis and the public hearing, and because:

[**Rationale for Denial**]

- The petition's proposed density is greater than what the area can accommodate.
- The petition would generate excessive traffic.



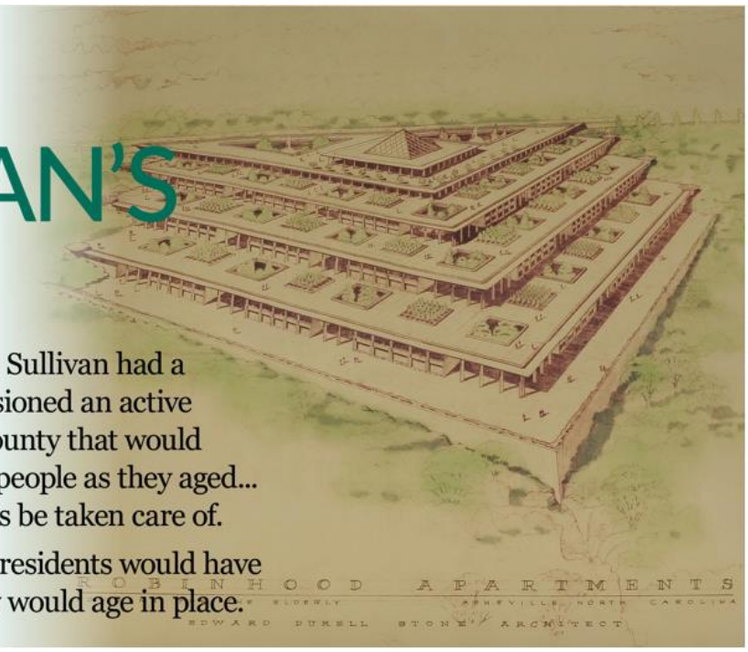
Questions?

CEO of Carolina Village Kevin Parries presented the following PowerPoint presentation.

Carolina Village

Care That's Always There

One WOMAN'S Idea

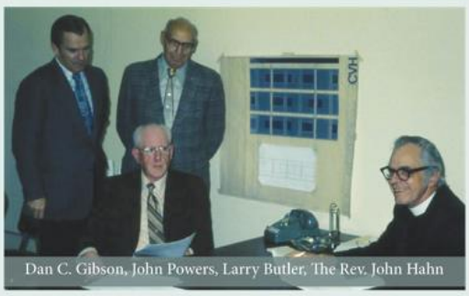


In the 1960s, Mrs. Mignon Sullivan had a breakthrough idea. She envisioned an active community in Henderson County that would provide housing and care to people as they aged... where residents would always be taken care of.

She imagined a home where residents would have peace of mind, knowing they would age in place.

Steadfast LOCALS Unite


P.R. Milroy, John Powers, Larry Butler, F.B. Hunter, Dan C. Gibson


Dan C. Gibson, John Powers, Larry Butler, The Rev. John Hahn

1964: Mignon Sullivan approached Dr. Kenneth Cosgrove, her Hendersonville physician. Dr. Cosgrove knew that retirees were moving to Hendersonville in great numbers and would need somewhere to live when they needed more assistance. He proposed that the Hendersonville Chamber of Commerce set up a committee to explore the possibility of retirement living in Hendersonville.

The CONTINUUM of Care

Independent Living

Residents move into Carolina Village as independent, active adults who are inspired to enjoy a maintenance-free retirement, giving of their time and their talents as they choose, both on- and off-campus.



ILS (Independent Living Support)

Our ILS team - including CNAs, Med Techs, and two RNs - provide additional care to residents who wish to remain in their apartment or cottage for as long as possible.

Care Center (Assisted Living)

Our Care Center accommodates - 24/7/365 - those who need help with activities of daily living, such as eating and bathing.

Medical Center (Skilled Nursing)

Our Medical Center provides 24/7 care to residents who require skilled nursing care, either on a short-term or long-term basis.

We offer rehab stays to the community at large as spots are available.

Community OUTREACH

- Sammy Williams Center - Congregate
  - Meal Program: 45 meals per day M-F
- Hunger Coalition Hunger Walk
  - Interfaith Assistance Ministries
  - Manna Food Bank
  - The Storehouse
- Meeting Space for
  - Vision Impaired
  - Continuing Care Residents Assoc.
  - League of Women Voters
  - WNC Non-profit Association
  - Land of the Sky Regional Council
  - Kids Voting
  - Daughters of American Revolution
- Blue Ridge Community College
  - C.N.A. Education
  - Nursing Education
- Schools
  - North Henderson High (Leader In Me)
  - East Henderson High
  - West Henderson High
  - Hendersonville High
  - Bruce Drysdale Elementary
  - Hillendale Elementary
  - Sugar Loaf Elementary
  - Mills River Elementary
  - Fern Leaf Charter
  - C.N.A. Education at 5 High Schools
- Thrift Shops
  - Council on Aging
  - Hospice & Palliative Care
  - Mainstay
  - Blue Ridge Humane Society
- Special Olympics
- Boys & Girl Club
- Boys Scouts
- Hendersonville Symphony
- Hendersonville Community Band
- Civitan Club of Hendersonville
- Blue Ridge Community Health Programs
- Free Clinic
- Thrive
- Safelight
- Flat Rock Playhouse
- Hendersonville Rescue Mission
- The Salvation Army
- Pardee Hospital Foundation
- AdventHealth Foundation
- American Red Cross
- Blood Connection
- Dispute Settlement Center
- Memory Clinic/Alzheimer's Association
- United Way
  - Rising Leader Program
  - Day of Caring
- Henderson County Library
- Laurel Park Civic Association
- Four Seasons Hospice & Palliative Care
- Hendersonville City Fire Department
- Henderson County EMS
- Children and Family Resource Center
- Aging Projects
- Community Foundation of H.C.
- Vision Hendersonville
- Hendersonville Rotary Club
- Hendersonville Symphony
- Blue Ridge Literacy Council
- Blue Ridge Spectacular (Bridge Tourn.)
- Henderson County Heritage Museum









TODAY



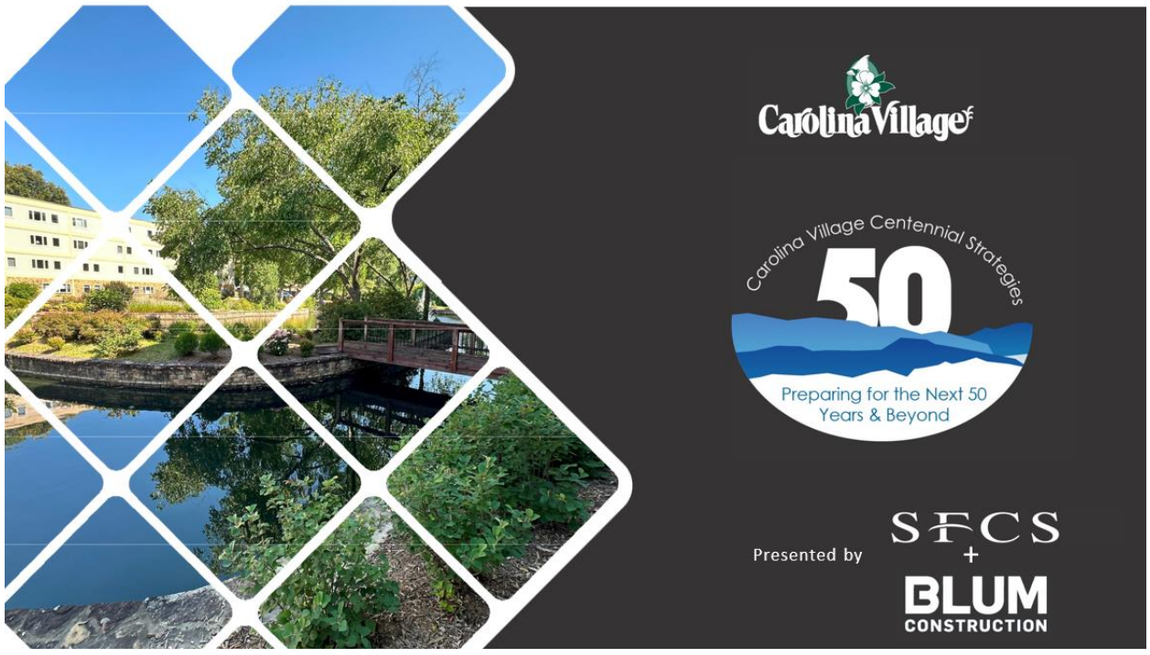
556 Residents
390 Employees
98 Acres
135 Independent Living Cottages
250 Independent Apartments
60 Assisted Living Suites
58 Skilled Nursing Suites
65 Youngest Resident
104 Oldest Resident
1002 On Waiting List
#2 Largest Commercial Kitchen in Henderson County

Thank you!

Kevin Parries
President & CEO
kparries@carolinavillage.com

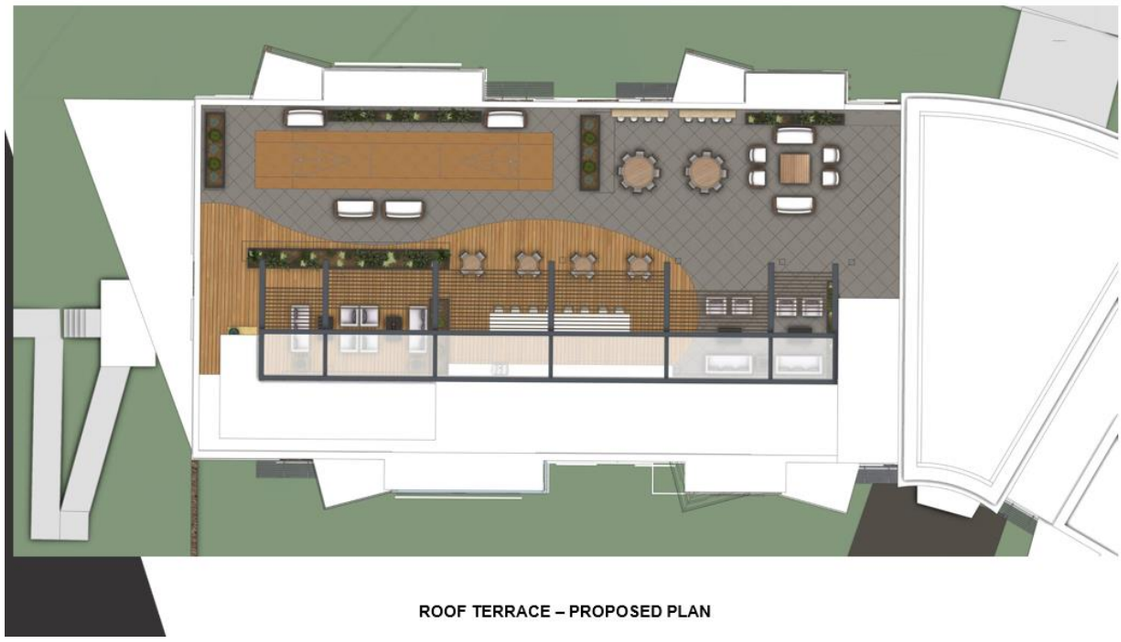
Carolina Village

Care That's Always There





AERIAL VIEW



ROOF TERRACE – PROPOSED PLAN



ROOF TERRACE

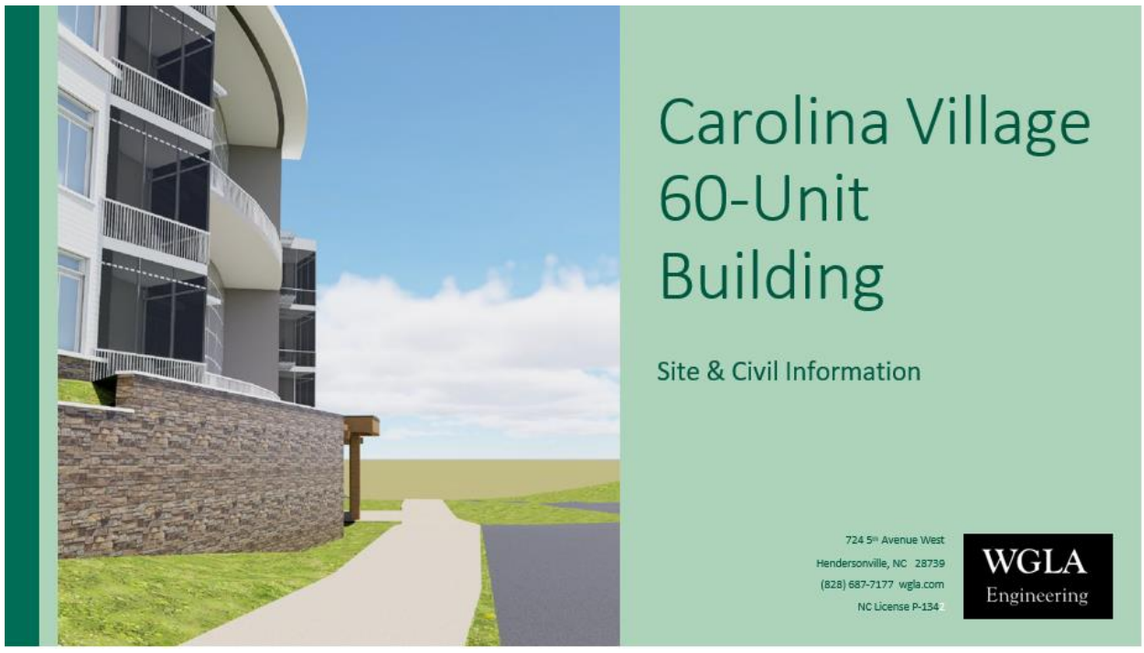


ROOF TERRACE – VIEW WEST

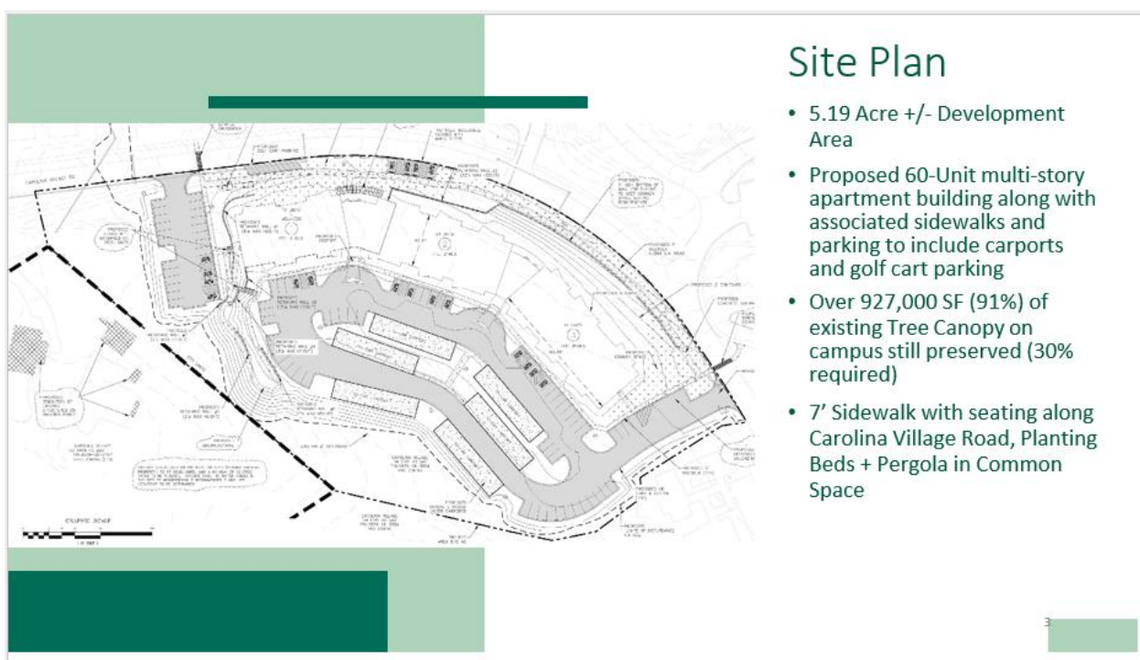


ROOF TERRACE – VIEW EAST

Tom Jones of WGLA Engineering presented the following PowerPoint presentation.







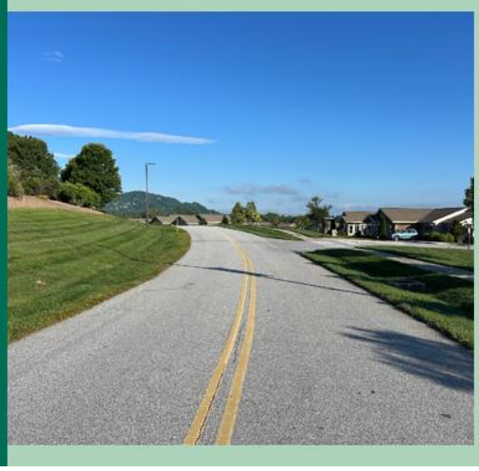


Stormwater Management

An underground stormwater system is proposed to control and treat the runoff from the project in accordance with City of Hendersonville requirements.

The outlet for the system will be directed away from Country Acres and to the North to the existing wet pond. The existing pond handled Hurricane Helene without any issues.

Traffic Impact Analysis (TIA)



Anticipated trips generated:
20 am peak-hour trips
15 pm peak-hour daily trips
198 daily
(ITRE Trip Generation Manual 11th Edition, 60 units, Land Use Code 252 Senior Adult Multi-family).

Trips generated well below the 100 peak-hour trips or 1,000 daily trip thresholds that trigger a TIA in other zoning districts.

Many trips will be internal, and some of the internal trips will be by golf carts.

Conclusion: Request to waive for UV zoning for this project is reasonable

Carolina Village Summary

Features

- 60 Units + Carports
- Wellness for residents
- Roof-top terrace
- Sidewalks
- Golf Cart Parking

Provides:

- Additional housing
- Adequate buffers
- Proper Stormwater management

The Site Plan meets the City Standards established by the zoning ordinance for UV-CZD zoning

Gen H

The project is consistent with a range of goals, guiding principles, and the future land use designation as defined in the Gen H 2045 Comprehensive plan

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

The public hearing was opened at 6:53 p.m.

Mayor Volk read two digital comments:

Jeffrey Calhoun said:

Public Hearing Comment

This comment pertains to more development at Carolina Village. There is already so much water runoff that originates in Carolina Village that it overwhelms my neighborhood drainage system, including a culvert that runs alongside my property. The drainage infrastructure has been eroded and sinkholes are developing. The grate no longer fits and this is a hazard. The road could have involvement soon, as the culvert runs underneath it. I am not opposed to Carolina Village expanding as long as they take care of the issues that the excess runoff causes. Thank you.

Herbert Abendroth said:

Public Hearing Comment

With the upcoming building project, my primary concern, as I mentioned during the April meeting, is the potential for runoff to cause erosion and damage to my property. After seeing the impact from the heavy rains in late May, it raised additional concerns about what conditions may look like once the new building is completed.

I would also like to discuss what proactive measures can be taken to prevent future issues. Specifically, I would ask that Carolina Village consider implementing grading or water diversion plans that direct runoff away from my property. If necessary, I would also appreciate discussions around grading improvements on my property itself as part of a preventative protection plan before construction is completed.

I appreciate that the leadership team at Carolina Village has been in communication with me, and I hope we can continue to stay in close contact throughout the construction process and after the project is finished.

The public hearing was closed at 6:55 p.m.

Council Member Gina Baxter moved City Council adopt an ordinance amending the official zoning map of the City of Hendersonville changing the zoning -designation of the subject property (PINs: 9579-18-3554, 9579-08-2767, 9579-37-5327, & 9579-37-6200) from PRD CZD (Planned Residential Development Conditional Zoning District) and R-15 (Medium-Density Residential) to UV-CZD (Urban Village Conditional Zoning District) based on the site plan and list of conditions submitted by and agreed to by the applicant [dated 5/20/26], and presented at this meeting and subject to the following:

1. The development shall be consistent with the site plan, including the list of applicable conditions contained therein, and the following permitted uses:

- ***Adult care centers registered with the NC Department of Health and Human Services***
- ***Accessory uses & structures***
- ***Dance, health & fitness facilities***
- ***Neighborhood community centers***
- ***Offices, business, professional and public***
- ***Personal services***
- ***Restaurant***
- ***Residential dwellings, single/two/multi-family***

2. The petition is found to be consistent with the City of Hendersonville Gen H 2045 Comprehensive Plan based on the information from the staff analysis and because:

The petition is consistent with a range of Goals, Guiding Principles, and the Future Land Use Designation of Multi-Generational Living as defined in Chapter IV of the Gen H Comprehensive Plan.

3. We find this petition to be reasonable and in the public interest based on the information from the staff analysis, public hearing and because:

1. ***The petition provides additional housing.***
2. ***The petition provides an adequate buffer between the multi-family and single-family housing on adjacent properties.***
3. ***The petition will adequately address stormwater through the use of existing stormwater retention facilities.***

A unanimous vote of the Council followed. Motion carried.

Ordinance #O-26-19

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF HENDERSONVILLE FOR PARCELS POSSESSING PIN NUMBERS: 9579-18-3554, 9579-08-2767, 9579-37-5327, AND 9579-37-6200 BY CHANGING THE ZONING DESIGNATION PRD-CZD (PLANNED RESIDENTIAL DEVEOPMENT – CONDITIONAL ZONING DISTRICT) AND R-15 (MEDIUM DENSITY RESIDENTIAL) TO UV-CZD (URBAN VILLAGE - CONDITIONAL ZONING DISTRICT) -

IN RE: Parcel Numbers: 9579-18-3554, 9579-08-2767, 9579-37-5327, and 9579-37-6200
Addresses: 600 Carolina Village Road
Carolina Village: (File # 26-25-CZD)

WHEREAS, the City is in receipt of a Conditional Rezoning application from the property owner Carolina Village and applicant Tom Jones, WGLA Engineering, PLLC, for the redevelopment of the Carolina Village at 600 Carolina Village Road; and

WHEREAS, the Planning Board took up this application at a regular meeting on May 14th, 2026; voting 9-0 to recommend City Council approve an ordinance amending the official zoning map of the City of Hendersonville, and

WHEREAS, City Council took up this application at its regular meeting on June 4th, 2026, and

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

1. Pursuant to Article XI of the Zoning Ordinance of the City of Hendersonville, North Carolina, the Zoning Map is hereby amended by changing the zoning designation of the following: Parcel Numbers: 9579-18-3554, 9579-08-2767, 9579-37-5327, AND 9579-37-6200, changing the zoning designation from PRD CZD (Planned Residential Development – Conditional Zoning District) and R-15 to UV CZD (Urban Village - Conditional Zoning District)

2. Development of the parcel pursuant to this Ordinance is subject to the following.

    a. Development shall comply with the site plan submitted by the applicant dated May 20th, 2026, including the conditions listed therein, [and/or as modified and presented to City Council][and/or including modifications approved by City Council which shall be added to the site plan. The updated site shall be submitted to the City at or before the applicant's execution of this Ordinance].

    b. Permitted uses shall include:

        a) Adult care centers registered with the NC Department of Health and Human Services
        b) Accessory uses & structures
        c) Dance, health & fitness facilities
        d) Neighborhood community centers
        e) Offices, business, professional and public
        f) Personal services
        g) Restaurant
        h) Residential dwellings, single/two/multi-family

    c. Additional conditions that shall be satisfied prior to final site plan approval include:
        i.

3. Except where modified by the terms of this Ordinance, development of the parcel(s) shall occur in accordance with the final site plan requirements of Article VII of the Zoning Ordinance of the City of Hendersonville, North Carolina.

4. Except where explicit relief is granted by the terms of this Ordinance, the development of the parcel(s) shall occur in accordance with all applicable standards within local ordinances and policies.

This ordinance shall not be effective until the list of use(s) and conditions, established herein, is consented to in writing by the applicant and all owners of the subject property. Upon such written consent, this ordinance shall be effective retroactive to the date of its adoption.

Adopted this 4th day of June, 2026.

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

F. Public Hearing and Resolution to Designate the City of Hendersonville to Exercise Housing Powers Pursuant to G.S. Chapter 157 – *Angie Beeker, City Attorney*

City Attorney Angela Beeker explained that the City recently adopted a Strategic Housing Plan in an effort to address housing needs in the community. One of the short-term priorities of plan implementation includes the City designating itself as having the housing powers outlines in N.C.G.S. Chapter 157. By granting itself these powers, the City will have the authority to directly develop, own, and/or manage affordable housing and apply for certain federal housing funds, broadening the toolkit for creating and preserving affordable units. Before adopting this Resolution, the City must hold a public hearing.

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

The public hearing was opened at 7:07 p.m.

There was no public comment.

The public hearing was closed at 7:07 p.m.

Council Member Melinda Lowrance moved that the City Council adopt the Resolution Enabling the City of Hendersonville to Exercise the Powers of a Housing Authority Pursuant to N.C.G.S. § 157-4.1A. A unanimous vote of the Council followed. Motion carried.

Resolution #R-26-53

RESOLUTION ENABLING THE CITY OF HENDERSONVILLE TO EXERCISE THE POWERS OF A HOUSING AUTHORITY PURSUANT TO N.C.G.S. § 157-4.1A

WHEREAS, N.C. Gen. Stat. § 157-4.1A(a) provides that a city council may, as the governing board of a City, exercise the powers, duties, and responsibilities of a housing authority upon adoption of a resolution designating the council to exercise these powers duties and responsibilities and establishing its intention to do the same;

WHEREAS, N.C. Gen. Stat. § 160D-1311(b) provides that a city council may exercise the powers of a housing authority whether or not a housing authority is already in existence within the City;

WHEREAS, the City Council for the City of Hendersonville finds that insanitary or unsafe inhabited dwelling accommodations exist in the City;

WHEREAS, the City Council for the City of Hendersonville finds further that there is a lack of safe or sanitary dwelling accommodations in the City available for all inhabitants thereof;

WHEREAS, the City Council for the City of Hendersonville therefore deems it wise for the City to avail itself of the ability to exercise the powers of a housing authority, when and as needed to support the public purpose of increasing the availability of affordable housing within the City limits;

WHEREAS, this resolution has been considered and adopted following a public hearing advertised consistent with the provisions of N.C. Gen. Stat. § 157-4.1A(a) and 157-4;

WHEREAS, the City's Department of Community Development shall handle the administration of programs, projects, or policies that stem from the City's exercise of powers pursuant to this resolution; and

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

That pursuant to N.C. Gen. Stat. § 157-4.1A(a), the City Council for the City of Hendersonville designates itself to exercise the powers, duties, and responsibilities of a housing authority and declares its intent to these powers, duties, and responsibilities to further support the development of affordable housing within the City limits.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of June, 2026.

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

8. NEW BUSINESS

A. FY27 Special Appropriations – *Jennifer Floyd, Management Analyst*

Council Member Lyndsey Simpson said I want to disclose that I am currently engaged in performing work for the **Boys and Girls Club of Henderson County**. I have clarified with them that no funds from the City can be used to pay for the work that I am doing for them. I would also like to disclose that I have not participated in the special appropriations process for this non-profit; however, in order to avoid a possible conflict of interest, I request that the City Council permit me to recuse myself from voting on the special appropriations for this non-profit.

Council Member Melinda Lowrance moved the City Council to excuse Council Member Simpson from voting on the special appropriations for the Boys and Girls Club of Henderson County. A unanimous vote of the Council followed. Motion carried.

Council Member Jennifer Hensley moved that the City Council approves the special appropriations for the Boys and Girls Club of Henderson County. A unanimous vote of the Council followed. Motion carried.

Council Member Lyndsey Simpson said I want to disclose that I am currently engaged in a special relationship with **Hand's On Children's Museum** and I would also like to disclose that I have not participated in the special appropriations process for this non-profit; however, in order to avoid a possible conflict of interest, I request that the City Council permit me to recuse myself from voting on the special appropriations for this non-profit.

Council Member Jennifer Hensley moved the City Council to excuse Council Member Simpson from voting on the special appropriations for the Hand's On Children's Museum. A unanimous vote of the Council followed. Motion carried.

Council Member Gina Baxter moved that the City Council approves the special appropriations for the Hand's On Children's Museum. A unanimous vote of the Council followed. Motion carried.

Council Member Melinda Lowrance said I would like to disclose that I have a role in the **Henderson County Education Foundation**. I have not participated in the special appropriations process for this non-profit and request that the City Council permit me to recuse myself from voting on the special appropriations for the Henderson County Education Foundation.

Council Member Lyndsey Simpson moved the City Council to excuse Council Member Lowrance from voting on the special appropriations for the Henderson County Education Foundation. A unanimous vote of the Council followed. Motion carried.

Council Member Lyndsey Simpson moved that the City Council approves the special appropriation for the Henderson County Education Foundation. A unanimous vote of the Council followed. Motion carried.

Council Member Gina Baxter said I would like to disclose that I have a role in the **Children & Family Resource Center**. I have not participated in the special appropriations process for this non-profit and request that the City Council permit me to recuse myself from voting on the special appropriations for the Children & Family Resource Center.

Council Member Lyndsey Simpson moved the City Council excuse Council Member Baxter from voting on the special appropriations for the Children & Family Resource Center. A unanimous vote of the Council followed. Motion carried.

Council Member Lyndsey Simpson moved the City Council approve the special appropriation for the Children & Family Resource Center. A unanimous vote of the Council followed. Motion carried.

Council Member Lyndsey Simpson moved the City Council approve the remaining special appropriation allocations for Fiscal Year 2026-2027 (FY27) as presented. A unanimous vote of the Council followed. Motion carried.

Special Appropriation Requests - Discretionary Funding			
City Manager Appropriation Target		**$ 169,000**	
Organization	Request Description	FY27 Requests	Council Appropriati
Appropriation Available (25% of Budget)		**42,250**	**(1,925)**
Arts Council of Henderson County, Inc.	Art on Main Security Costs	6,500	6,200
Literacy Connection	Workforce Developmet Program through English Language Acquisition	10,000	9,360
Boy's & Girl's Club of Henderson County	Triple Play Program	5,000	2,500
Henderson County Education Foundation	Mountain Roots Outdoor Education / Leader In Me Program	18,700	7,125
Hendersonville Community Theatre	Maintain existing programming/ Adding new education program	15,000	6,100
Hendersonville Shuffleboard Club	Shuffleboard and Various Boardgames	1,200	810
Hendersonville Symphony	Education Program / 3rd & 6th Grade Concerts	12,000	3,800
Team ECCO	City Kids Program	3,500	2,410
The Hope Center of Hendersonville	Summer program for children with intellectual and developmental disabilities	3,000	2,635
YMCA of Western North Carolina	Y-Access Program	5,250	3,235
Sub-Total		**80,150**	**44,175**
Appropriation Available (75% of Budget)		**126,750**	**(11,800)**
Agribusiness Henderson County (AgHC)	Local Agriculture Support Programming	8,000	8,000
Blue Ridge Community Health Services	7th Ave Medical Clinic	10,000	4,200
Children & Family Resource Center	PREP (Preschoolers Reaching Educational Potential) Program	15,000	9,000
Aging Partners (formally Council on Aging)	Nutrition Services Program	25,000	16,350
Henderson County Habitat for Humanity	Exterior Home Repairs	75,000	17,400
Interfaith Assistance Ministry	Rent, Food Assistance, Utilitiy Assistance	80,000	32,000
Latino Advocacy Coalition of Henderson County (El Centro)	Bilingual Emergency Preparedness and Communication Program	15,000	8,400
Medical Loan Closet of Henderson County	Medical Equipment Loans	2,000	2,000
Mountain True	Water Quality Monitoring - French Broad River	5,000	4,800
Pisgah Legal Services	Domestic & Sexual Violence Prevention	10,000	7,100
Safelight, Inc.	Expand Job Training Program	15,000	4,600
St. Gerard House	Family Group Night	6,000	4,850
The Mediation Center	Community Mediation	1,500	1,500
Thrive	Housing Case Management	10,000	9,400
True Ridge	Biligual Support and Resource Referrals	10,000	8,950
Sub-Total		**287,500**	**138,550**
Total		**367,650**	**182,725**

B. FY27-FY29 Strategic Plan Adoption – *Brian Pahle, Deputy City Manager*

Deputy City Manager Brian Pahle did not have a presentation and said we have sufficiently gone over the strategic plan already and I wanted to thank staff and the community for going through the process and we got a lot of really great input from the focus groups, Council conversations and of course you all helping to shape the final plan so it is here for you tonight and we will get to work starting July 1st.

Council Member Jennifer Hensley moved that City Council adopt the Resolution by the City of Hendersonville to adopt the citywide FY27-Fy29 Strategic Plan. A unanimous vote of the Council followed. Motion carried.

Resolution #R-26-54

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO ADOPT THE CITYWIDE FY27-FY29 STRATEGIC PLAN

WHEREAS, the City Council conducts citywide strategic planning on a three-year basis; and

WHEREAS, the City has conducted a comprehensive public engagement process to seek input on the next three-year strategic plan; and

WHEREAS, it is in the best interest of the City's customers and citizens to have a sound strategic plan to advance its priorities and initiatives; and

WHEREAS, the City Council was presented a final draft of the plan on May 13th, 2026.

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

1. The citywide FY27-FY29 Strategic Plan is adopted.

ADOPTED by the City Council of the City of Hendersonville, North Carolina, on this 4th day of June, 2026.

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

C. Request from Henderson County for Hendersonville Water and Sewer to Accept and Treat Wastewater from Henderson County's Etowah Sewer System – *John Connet, City Manager, Brent Detwiler, Assistant City Manager for Public Services & Adam Steurer, Utilities Director*

City Manager John Connet explained that the City received a request from Henderson County for Hendersonville Water and Sewer to accept and treat wastewater from Henderson County's Etowah Sewer System. The request is simply for Hendersonville Water and Sewer to agree in concept to accept the wastewater flow from Etowah. The final details and conditions will have to be worked out in a formal interlocal agreement. Staff believe that it is in the best interest of community public health to accept the flow from the Etowah Sewer System. If we accept the flow from the Etowah Sewer System, local land use control and regulatory authority will remain with Henderson County. The Etowah community is outside the City's statutory authority for annexation and outside of the City's self-imposed growth boundary. Therefore, annexation would not be required or permitted for sewer service in this area.



Office of the County Engineer
1 Historic Courthouse Square, Suite 6
Hendersonville, North Carolina 28792
(828) 694-6560 | www.hendersoncountync.gov

May 22, 2026

John Connet
City Manager
160 6th Ave East
Hendersonville, North Carolina 28792

Subject: Etowah Sewer System Treatment Plant Replacement Project

Dear Mr. Connet,

Henderson County has completed an engineering report for the replacement of the Etowah sewer system's wastewater treatment plant. The report presents six options for replacement with three options requiring connections to MSD or Hendersonville's sewer system for treatment. During the Board of Commissioners meeting on May 4, 2026, the Chairman requested a written response from MSD of Buncombe and Hendersonville Utilities if the connections and treatment are acceptable. Staff from each system have provided a connection point to Henderson County, and the engineering report bases the respective options on these points. Of course, details of the connection will be developed in a formal agreement; however, in concept, is a connection agreeable with your system? Please respond via email or letter, and we will present the reply to the Board of Commissioners.

Please note, the options to connect to other systems are included in the report to align with guidance from NCDEQ to eliminate permitted discharges and regionalization of water and sewer utilities.

Thank you and please reach out if you have any questions,

Sincerely,

Marcus A. Jones, P.E.
County Engineer

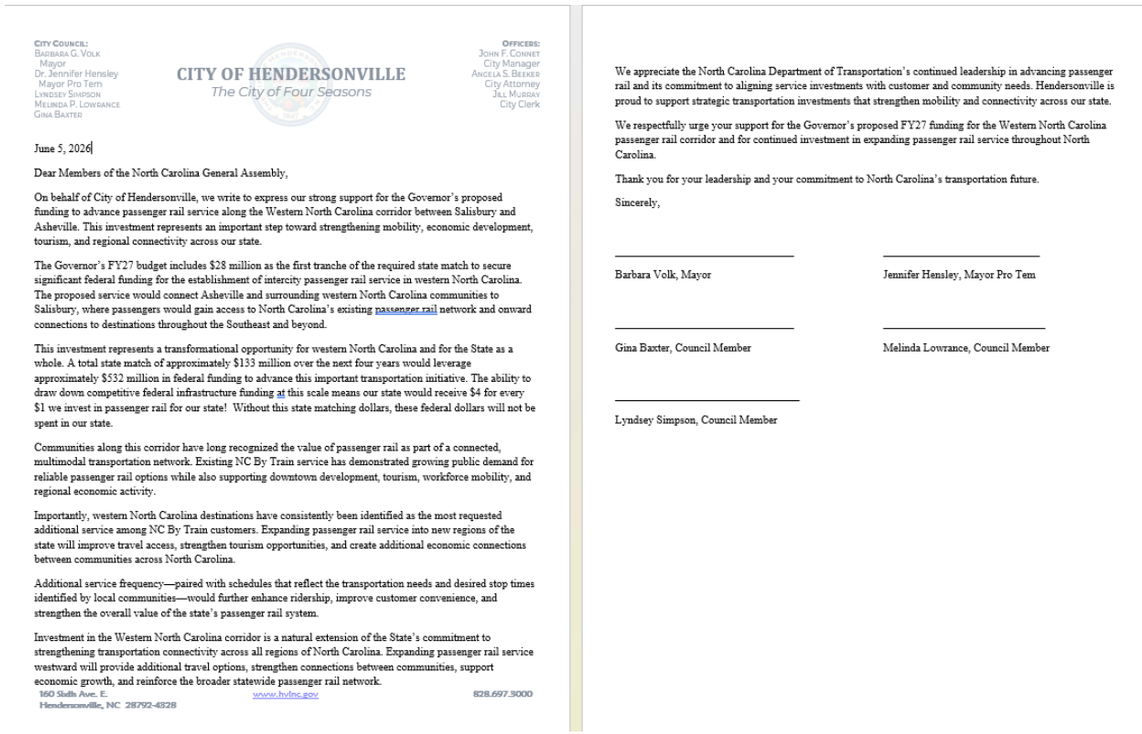
copy: John Mitchell, County Manager

attachment: Engineering Report for Etowah Sewer Plant Replacement

Council Member Jennifer Hensley moved that the City Council agree in concept to accept and treat wastewater from Henderson County's Etowah Sewer System and authorize staff to work with Henderson County staff to develop final terms and conditions. A unanimous vote of the Council followed. Motion carried.

D. WNC Rail Funding Letter of Support – *Jennifer Hensley, Mayor Pro Tem/MPO Vice Chair*

Mayor Pro Tem Hensley explained that the French Broad River MPO has requested a letter of support for funding to support the WNC Rail Project. The project will provide passenger rail service from Salisbury, NC to Asheville NC.



CITY COUNCIL:
BARBARA G. VOLK
Mayor
Dr. Jennifer Hensley
Mayor Pro Tem
LYNDSEY SIMPSON
MELINDA P. LOWRANCE
GINA BAXTER

CITY OF HENDERSONVILLE
The City of Four Seasons

OFFICERS:
JOHN F. CONNET
City Manager
ANGELA S. BEEKER
City Attorney
JILL MURRAY
City Clerk

June 5, 2026

Dear Members of the North Carolina General Assembly,

On behalf of City of Hendersonville, we write to express our strong support for the Governor's proposed funding to advance passenger rail service along the Western North Carolina corridor between Salisbury and Asheville. This investment represents an important step toward strengthening mobility, economic development, tourism, and regional connectivity across our state.

The Governor's FY27 budget includes $28 million as the first tranche of the required state match to secure significant federal funding for the establishment of intercity passenger rail service in western North Carolina. The proposed service would connect Asheville and surrounding western North Carolina communities to Salisbury, where passengers would gain access to North Carolina's existing passenger rail network and onward connections to destinations throughout the Southeast and beyond.

This investment represents a transformational opportunity for western North Carolina and for the State as a whole. A total state match of approximately $133 million over the next four years would leverage approximately $532 million in federal funding to advance this important transportation initiative. The ability to draw down competitive federal infrastructure funding at this scale means our state would receive $4 for every $1 we invest in passenger rail for our state! Without this state matching dollars, these federal dollars will not be spent in our state.

Communities along this corridor have long recognized the value of passenger rail as part of a connected, multimodal transportation network. Existing NC By Train service has demonstrated growing public demand for reliable passenger rail options while also supporting downtown development, tourism, workforce mobility, and regional economic activity.

Importantly, western North Carolina destinations have consistently been identified as the most requested additional service among NC By Train customers. Expanding passenger rail service into new regions of the state will improve travel access, strengthen tourism opportunities, and create additional economic connections between communities across North Carolina.

Additional service frequency—paired with schedules that reflect the transportation needs and desired stop times identified by local communities—would further enhance ridership, improve customer convenience, and strengthen the overall value of the state's passenger rail system.

Investment in the Western North Carolina corridor is a natural extension of the State's commitment to strengthening transportation connectivity across all regions of North Carolina. Expanding passenger rail service westward will provide additional travel options, strengthen connections between communities, support economic growth, and reinforce the broader statewide passenger rail network.

160 Sixth Ave. E.
Hendersonville, NC 28792-4328
www.hvlnc.gov
828.697.3000

We appreciate the North Carolina Department of Transportation's continued leadership in advancing passenger rail and its commitment to aligning service investments with customer and community needs. Hendersonville is proud to support strategic transportation investments that strengthen mobility and connectivity across our state.

We respectfully urge your support for the Governor's proposed FY27 funding for the Western North Carolina passenger rail corridor and for continued investment in expanding passenger rail service throughout North Carolina.

Thank you for your leadership and your commitment to North Carolina's transportation future.

Sincerely,

Barbara Volk, Mayor

Jennifer Hensley, Mayor Pro Tem

Gina Baxter, Council Member

Melinda Lowrance, Council Member

Lyndsey Simpson, Council Member

Council Member Jennifer Hensley moved that the City Council approve the WNC Rail Funding Letter of Support and direct staff to distribute to our legislative delegation. A unanimous vote of the Council followed. Motion carried.

9. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

City Manager John Connet explained that we have been meeting with staff and also our board chairs and vice chairs looking at the process and also trying to improve the process for City Council and we have a number of appointments to make and normally it's at the end of a meeting, late at night so I thought it would be better to put it on your second meeting of the month where it could get the attention it deserves and we'll ultimately get feedback from Council on how to improve that process for you to make sure it's efficient and meets your needs.

Council Member Lyndsey Simpson mentioned that due to the number of vacancies that we have on both boards and the fact that their duties overlap some, I would like us to explore combining the Tree Board and ESB Board so that we have an environmental board with a subcommittee for the Tree Board and a subcommittee for sustainability and also make sure that we keep the requirement that we have an arborist on the board to make sure that we can efficiently do the programs that both boards are doing. City Manager Connet said we need to start by getting with the city attorney because the Tree Board is part of the code and we need to look at the by-laws of the ESB and have some conversations.

10. CITY COUNCIL COMMENTS

Council Member Gina Baxter mentioned what other cities are doing regarding data centers and would like to look at what steps we would like to take were one to come here. City Attorney Angela Beeker added that its not just as simple as adding a moratorium, but we could certainly map out the steps and bring that back to you for consideration. She also mentioned that there is a bill that passed both houses dealing with data centers and I would like to bring that back to you too so that you know so that you know what is on the State's agenda as well. City Manager Connet said we will bring this back to you at your July meeting.

11. CITY MANAGER REPORT

City Manager Connet asked Chief Justin Ward to come to the podium for a special announcement and also mentioned that there is a Bike Hendo Community meeting on Thursday the 25th from 4:00p.m.-7:00p.m. at Trailside Brewing so tell your friends and ride your bike. If you ride your bike, you get entered into a raffle for a prize.

Chief Ward said that he wanted to make sure that everyone has it on their calendar tomorrow that it is a very important day for law enforcement. Tomorrow is National Doughnut Day and our police officers will be at Dunkin Donuts on Spartanburg Highway at 7:30 in the morning and this time will be giving doughnuts away, that's tough for them but they are giving free doughnuts away so that's why we got this meeting done early tonight so you could get up early tomorrow chief.

A. May 2026 Contingency and Adjustment Report – *John Connet, City Manager*

In accordance with North Carolina General Statute (NCGS) 159-13(b) it is required that all expenditures resulting from a contingency appropriation budget be reported to the governing board at its next regular meeting and recorded in the minutes.

NCGS 159-15 permits the Budget Officer (City Manager) to transfer budget from one appropriation to another within the same fund, provided any such transfers are reported to the Governing Board. The City of Hendersonville refers to transfers of budget from one appropriation to another within the same fund as a "budget adjustment." City Council authorizes budget adjustments each year with the adoption of the annual budget ordinance (SECTION 4).

This agenda item serves to fulfill the reporting requirements of both NCGS 159-13(b) and 159-15 by providing City Council with a summary of all amendments and adjustments occurring thus far in the fiscal year.

FISCAL YEAR 2025 - 2026 (FY26) BUDGET AMENDMENTS AND ADJUSTMENTS			Completed Proposed	Corrected Denied					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET	DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER
010-1560-554001	Captial Outlay- Equipment Other Than	60,000	-	32,500	27,500	Safe Streets and Roads	yes	adjustment	5/4/2026
010-1560-521040	Construction & Repair Supplies	7,500	-	7,500	-	Safe Streets and Roads	yes	adjustment	5/4/2026
010-1560-519200	Contract Services	15,000	40,000	-	55,000	Safe Streets and Roads	yes	adjustment	5/4/2026
010-1007-531225	Training	30,000	-	1,250	28,750	Job Advertising	yes	adjustment	5/6/2026
010-1007-531205	Advertising	12,500	1,250	-	13,750	Job Advertising	yes	adjustment	5/6/2026
060-1007-531225	Training	30,000	-	1,250	28,750	Job Advertising	yes	adjustment	5/6/2026
060-1007-531205	Advertising	12,500	1,250	-	13,750	Job Advertising	yes	adjustment	5/6/2026
010-1535-519200	Contract Services	12,300	-	12,300	-	PW Director Search	yes	adjustment	5/11/2026
010-1535-521001	Supplies & Materials	500	-	280	220	PW Director Search	yes	adjustment	5/11/2026
010-1502-519200	Contract Services	36,710	12,580	-	49,290	PW Director Search	yes	adjustment	5/11/2026
010-1300-531225	Training	68,205	-	1,630	66,575	Legal Fees	yes	adjustment	5/12/2026
010-1300-519102	Prof Servies- Legal	17,153	1,630	-	18,783	Legal Fees	yes	adjustment	5/12/2026
010-1555-519200	Contracted Services	50,050	-	30,000	20,050	Main St. Fountain Construction Phase	yes	adjustment	5/18/2026
010-1555-554001	Capital Outlay - Equipment	35,000	-	35,000	-	Main St. Fountain Construction Phase	yes	adjustment	5/18/2026
010-1523-553000	Capital Outlay - Land Improvements	-	65,000	-	65,000	Main St. Fountain Construction Phase	yes	adjustment	5/18/2026
010-1300-521010	Office Supplies	17,400	-	5,000	12,400	Less Than Lethal Equipment	yes	adjustment	5/20/2026
010-1300-521100	Uniforms	70,550	-	5,000	65,550	Less Than Lethal Equipment	yes	adjustment	5/20/2026
010-1300-531210	Permits, Licenses, and Fees	161,013	-	10,000	151,013	Less Than Lethal Equipment	yes	adjustment	5/20/2026
010-1300-534000	Non-Capital Equipment	11,616	20,000	-	31,616	Less Than Lethal Equipment	yes	adjustment	5/20/2026
010-1200-519200	Contract Services	56,500	-	3,000	53,500	HPC Plaque	yes	adjustment	5/21/2026
010-1200-532270	Historic Preservations	10,000	3,000	-	13,000	HPC Plaque	yes	adjustment	5/21/2026
060-7155-555002	Capital Outlay Lines	151,710	-	5,230	146,480	Manhole relining	yes	adjustment	5/21/2026
060-7155-519200	Contract Services	60,000	5,230	-	65,230	Manhole relining	yes	adjustment	5/21/2026
060-7135-531100	Fuel	18,000	-	520	17,480	WWTP Chemicals	yes	adjustment	5/22/2026
060-7135-522001	Chemicals	47,500	520	-	48,020	WWTP Chemicals	yes	adjustment	5/22/2026

B. Mayor's Memories – *John Connet, City Manager*

City Manager Connet said we're in the month of June, 2008 so they started that meeting at 5:45p.m. and got done at 8:15p.m. and they had seven public hearings and three of the seven were quasi-judicial and the fact that they got that done in that amount of time is a miracle. The Mayor was Mayor Pro Tem at the time and pulled the sewer line extension agreement item off the agenda. There was a petition for annexation for Mountain Inn and Suites on Upward Road, we had a proclamation for Miss Hendersonville Day and I don't think that pageant still exists. They approved our capital improvement plan and their budget public hearing that night. Total budget appropriations were almost $31 million dollars so we've grown a little bit over that period of time. Quasi-Judicial public hearing rezoning the commercial development which at the time was known as South Market and city council has now approved it as an apartment complex. A text amendment amending the Greenville Highway mixed-use district which was the forerunner of looking into design standards around our entrance corridors. There was a text

amendment for telecommunication towers and antennaes in the ETJ and city limits and I think the big action of that night was that the city received a donation of recreational property from Kimberly-Clarke, the Berkeley site was given to the city and we accepeted that in commemoration of their 85th anniversary and we know now that that property is becoming the County's recreation park. Other discussions, the fire department was talking about quick response vehicles, decorative lighting on Main Street was a topic that night, dedication of the 6th and 9th Avenues schools monumnet dedication occurred on June 28, 2008. There was a report on Town Hall Day regarding annxation issues in local government.

12. CLOSED SESSION

Council Member Lyndsey Simpson moved that City Council enter closed session pursuant to NCGS § 143-318.11 (a) (1) and (6) to prevent the disclosure of information that is privileged or confidential pursuant to the law of this State or of the United States or not considered a public record within the meaning of Chapter 132 of the General Statutes. A unanimous vote of the Council followed. Motion carried.

13 . ADJOURN

Council entered closed session at 7:37 p.m. and ended closed session at 8:10.pm.

There being no further business, the meeting adjourned at 8:10 p.m. upon unanimous assent of the Council. No further action was taken.

_____
Barbara G. Volk, Mayor

ATTEST:

_____
Jill Murray, City Clerk

MINUTES

June 24, 2026

SECOND MONTHLY MEETING OF THE CITY COUNCIL

CITY OPERATIONS CENTER | 305 WILLIAMS ST. | 4:00 p.m.

Present: Mayor Pro Tem Dr. Jennifer Hensley and Council Members Lyndsey Simpson, Melinda Lowrance and Gina Baxter

Staff Present: City Manager John Connet, Deputy City Manager Brian Pahle, City Clerk Jill Murray, City Attorney Angela Beeker, Budget & Evaluation Director Adam Murr, Communications Director Allison Justus, Communications Coordinator II Brandy Heatherly and others.

Absent: Mayor Barbara G. Volk

1. CALL TO ORDER

Mayor Pro Tem Jennifer Hensley called the meeting to order at 4:00 p.m. and welcomed those in attendance. A quorum was established with all members in attendance.

2. CONSIDERATION OF AGENDA

Council Member Gina Baxter moved that City Council approve the agenda as presented. A unanimous vote of the Council followed. Motion carried.

3. PUBLIC HEARINGS

A. Public Hearing to Consider the submission of a CDBG Application, Economic Development, for the Howard Gap Road Water Improvements to Support Project Vert – *Angela Beeker, City Attorney*

City Attorney Beeker explained that the purpose of the public hearing is to consider the submission of a Community Development Block Grant Application for the Howard Gap Road Water Improvements to support the expansion of the BorgWarner Inc. facility in Henderson County, also known as Project Vert. A public hearing is required to allow comment on the draft application prior to submittal. The grant, an Economic Development Grant (CDBG-ED), is offered through the North Carolina Rural Economic Development Division of the Department of Commerce (REDD), and would be the extension and looping of approximately 20,000 linear feet of 12-inch water main along Howard Gap Road, from Sugarloaf Road to Upward Road, to both support Project Vert and increase water service and reliability generally. The improvements will create water system redundancies, increase water pressure, and fire flow capacity. Project Vert would result in the creation of 378 new jobs over a three-year period paying an average annual wage of $67,047.00. The total estimated cost of all activities included in the CDBG grant application is $7,165,000.00. The funding request for the CDBG-ED grant application is $1,862,000.00, which represents 26 percent of the total cost of the improvements. The remainder of the improvements would be supported by Drinking Water State Revolving Funds and Golden Leaf grant funds. After a second public hearing, and if the City Council votes to proceed with the grant application, the City and the Henderson County Partnership for Economic Development will finalize the application for submission to REDD for consideration.


First Public Hearing
CDBG-ED to benefit
Project Vert
the partnership
Henderson County, NC
Economic Development
U.S. Department of
Housing and Urban Development
THE CITY OF HENDERSONVILLE · N.C.
1847
LAND OF SKY
REGIONAL COUNCIL
CREATIVE REGIONAL SOLUTIONS
LANDOFSKY.ORG
NORTH CAROLINA
DEPARTMENT of
COMMERCE

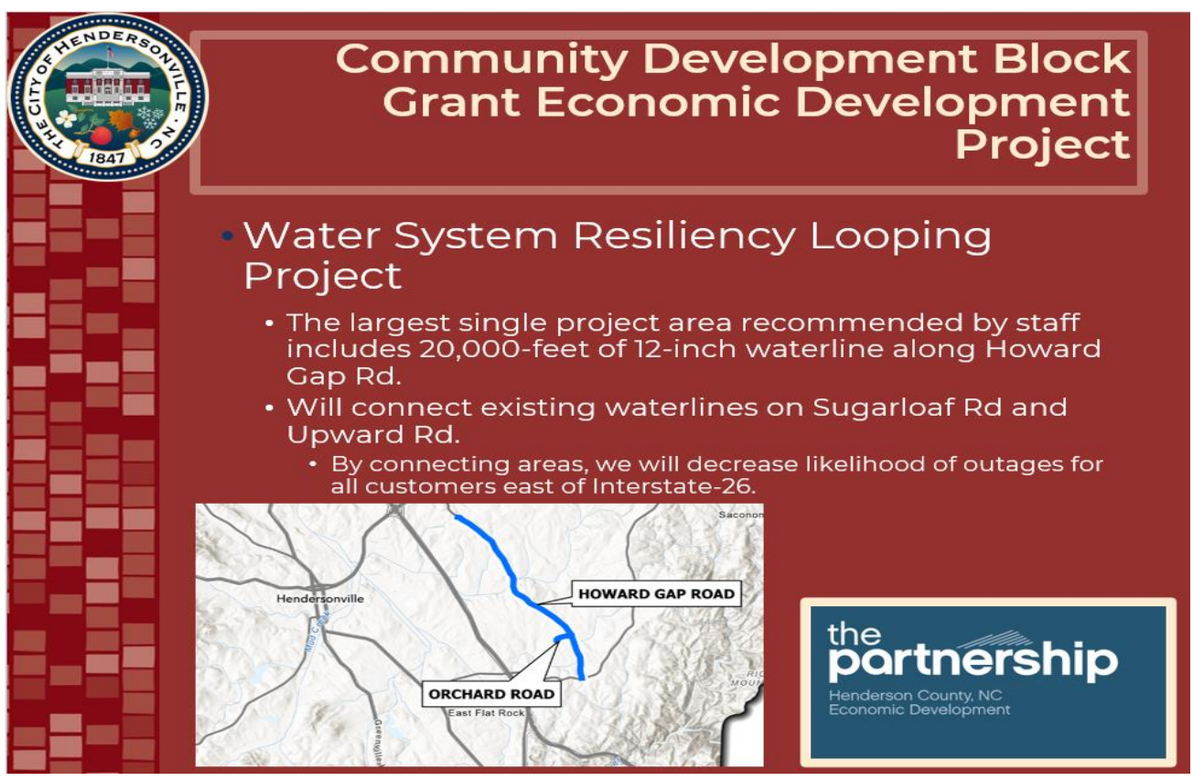

Community Development Block Grant Economic Development Project Requirements
4 NCAC 01K Section .0100
24 C.F.R. 570.489
• CDBG-ED Projects directly support the creation and retention of jobs principally for persons of low and moderate income status (Cat 1, 2 or 3)
• 60% must be filled with LMI – at time of hire, or documented at time of application
• 51% must be maintained o/w grantee (City) and beneficiary (Company) are liable to repay funds.
• Loan funds if directly assist private business
• Program income (portion) must be returned to CDBG ED program to be used for other projects. (e.g. connection fees)
• Jobs must be created within the grant period.
the partnership
Henderson County, NC
Economic Development


Community Development Block Grant Economic Development Project Requirements
4 NCAC 01K Section .0100
24 C.F.R. 570.489
• CDBG-ED Projects ineligible for funding if:
• Company becomes economically committed to the project. For example:
• Construction contracts have been signed.
• Equipment purchase orders have been issued
• All contingencies in sales contract have been met
• Favorable relationships between number of jobs created and amount of CDBG funds invested
• Must be favorable relationships between total dollars invested in the project, CDBG dollars, and anticipated tax benefit to City.
• CDBG Funds are needed
• 2 public hearings required.
the partnership
Henderson County, NC
Economic Development



Utilities Engineer Devin Owen explained the project in more detail.





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

The public hearing was opened at 4:09 p.m.

There were no public comments.

The public hearing was closed at 4:10p.m.

Council Member Gina Baxter moved that the City Council adopt the Resolution by the City of Hendersonville City Council Authorizing the Submittal of an Application for Community Development Block Grant Funding for the Howard Gap Road Water Improvements to support Project Vert. A unanimous vote of the Council followed. Motion carried.

Resolution #R-26-55

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE HOWARD GAP ROAD WATER IMPROVEMENTS

WHEREAS, the City of Hendersonville City Council has previously indicated its desire to assist in economic development efforts; and

WHEREAS, the City Council has held two public hearings concerning the proposed application for Community Development Block Grant funding for the Howard Gap Road Water Improvements project to support the expansion of the BorgWarner Inc. facility in Henderson County, also known as Project Vert; and

WHEREAS, Project Vert would result in the creation of 378 new jobs over a three-year period paying an average annual wage of $67,047.00; and

WHEREAS, The City Council wishes the City to pursue a formal application for Community Development Block Grant funding to benefit the Howard Gap Road Water Improvements project; and

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

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

1. The City is authorized to submit a formal application to the North Carolina Department of Commerce for the approval of a Community Development Block Grant to benefit the Howard Gap Road Water Improvements project.
2. The Mayor, City Manager, and other City Staff are authorized to execute appropriate documents and take all necessary actions to submit the formal application.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 24th day of June, 2026.

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

B. Fiscal Year 2026-2027 Budget Adoption – *John Connet, City Manager*

City Manager John Connet presented the City Manager's recommended budget for the City of Hendersonville for fiscal year 2026-2027 (FY27). The recommended budget is balanced in accordance with G.S. 159-8. The budget document, its preparation, and adoption express the basic political values of the City. The Local Government Budget and Fiscal Control Act (LGBFCA) requires mandatory dates at which certain processes must be completed per G.S. 159-10-13. The annual budget ordinance may be amended any time after its official adoption; however, amendments cannot increase or decrease the tax levy or alter a taxpayer's liability unless the City is ordered to do so by a court of competent jurisdiction, or by a State agency having the power to compel the levy of taxes. Appropriations between departments or division with one fund, other than salaries, including contingency appropriations, may be transferred therein by the City Manager as long as the original total appropriated balance for the funds is not changed. The budget ordinance, as proposed, also adopts the City's FY27 fee schedule. The schedule includes, among other fees, amended stormwater fees implemented as part of the stormwater utility. Upon adoption of an FY27 budget, a final approved budget document will be compiled, posted on the City's website, and furnished in the office of the City Clerk, City Manager, and Finance Officer.

CITY OF HENDERSONVILLE

FY27 BUDGET PUBLIC HEARING

June 24, 2026

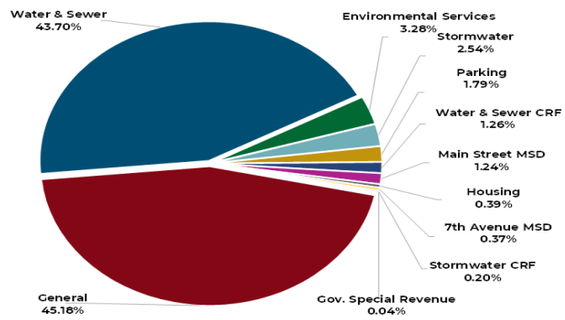
Review of evaluated scenarios and final budget recommendation

FY27 RECOMMENDED BUDGET

FY27 MAJOR FUNDS SUMMARY

FUND	EXPENDITURES	REVENUES	FUND BALANCE APPROPRIATION
General	$ 33,954,339	$ 30,518,905	$ 3,435,434
Water & Sewer	32,838,900	29,671,000	3,167,900
Environmental Services	2,464,670	2,394,000	70,670
Stormwater	1,906,050	1,906,050	-
Parking	1,347,585	1,347,585	-
Water & Sewer CRF	950,000	950,000	-
Main Street MSD	934,390	934,390	-
Housing	295,874	295,874	-
7th Avenue MSD	278,184	222,918	55,266
Stormwater CRF	150,000	150,000	-
Gov. Special Revenue	31,000	-	31,000
SUB-TOTAL	**$ 75,150,992**	**$ 68,390,722**	**$ 6,760,270**

TOTAL IN BALANCE $75,150,992



FY27 RECOMMENDED BUDGET

Public Hearing Continuation - Purpose

1. Henderson County Commissioners approved a **4.3-penny** tax increase on June 03, 2026.
   - Impact: City's proportionate **share of sales tax revenue**.

2. Henderson County Commissioners approved an **18% cost-of living adjustment** | Sheriff's Office.
   - Impact: City's **employment competitiveness** with market.

3. The **North Carolina General Assembly** was considering potential **property tax** legislation.
   - Impact: City's General Fund **financial modeling and revenues**.

Given uncertainties, the City continued its budget public hearing from June 04, 2026 to June 24, 2026 to evaluate and reinforce informed decision-making.

FY27 RECOMMENDED BUDGET

Areas Evaluated

Revenue & Economic Impact	Workforce & Compensation
County, Municipal, and Fire District **Tax Rates**	FY27 **pay and classification study**
Sales tax trends and distribution outcomes	Henderson Co. and Other **LEO agency pay**
Property tax **legislation risks**	Employee **recruitment and retention**
FY28 property **revaluation** considerations	**Affordability** of City's alternatives

External financial factors necessitated the evaluation of a 2-penny property tax increase.

Following evaluation, recommended FY27 tax rate remains unchanged: 52-cents per $100 of assessed value.

Staff evaluated both near-term impacts of external factors, and long-term financial sustainability.

FY27 RECOMMENDED BUDGET

Areas Evaluated

General Assembly Legislative Consideration

FY27 RECOMMENDED BUDGET

General Assembly Status

The **North Carolina General Assembly** was considering potential **property tax** legislation.

- Impact: City's General Fund **financial modeling and revenues**.

- State-wide property tax **legislation** created local-level **uncertainty** regarding local gov. **revenues** and tax administration.
- Since June 04, the General Assembly has **further considered tentative legislative changes**.
- Based on current data, **Staff does not anticipate material FY27 revenue impacts**.

NC GENERAL ASSEMBLY

House Select Committee

Property Tax Reduction & Reform

FY27 RECOMMENDED BUDGET

Areas Evaluated

Neighboring Local Gov. Ad Valorem Distributions

FY27 RECOMMENDED BUDGET

Sales Tax Trends & Impacts

Henderson County Commissioners approved a **4.3-penny** tax increase on June 03, 2026.

- Impact: City's proportionate **share of sales tax revenue**.

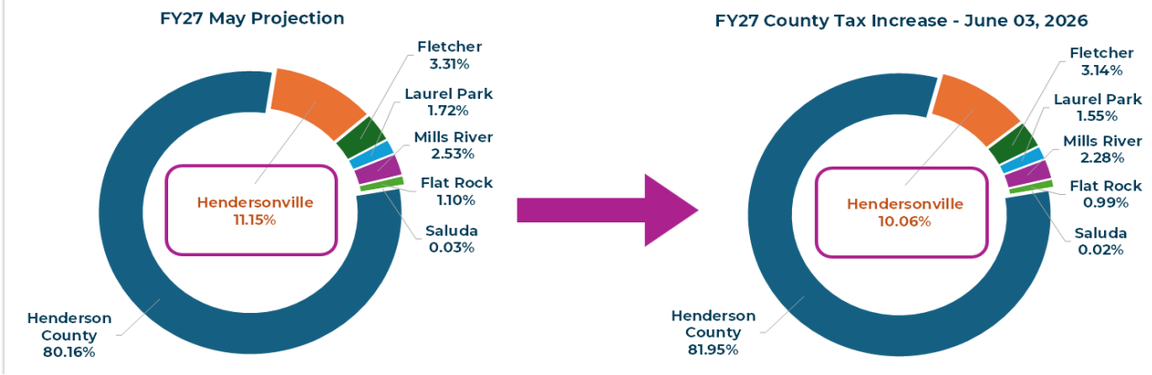
- **Fire Districts** and **Municipalities** increasing **tax rates**.
- When **tax rates change**, the City's **share of the ad valorem "pie" also changes**.
- Forecast: City's share will **decrease from ~11.15% to ~10.06%**.
- This results in a **sales tax revenue decrease of ~$581k***, beginning in May 2027.

Jurisdiction	FY26 Rate	FY27 Rate
Henderson County	$0.4310	$0.4740
Mtn. Home F.D.	$0.1150	$0.1250
Fletcher F.D.	$0.1050	$0.1200
Town of Fletcher	$0.2800	$0.2950
Town of Saluda	$0.5400	$0.5610

***The ~$581k sales tax loss is based on the last full-year sales tax distribution, from FY24, reported by NCDOR – sales tax distributions have grown since the last report.**

FY27 RECOMMENDED BUDGET

Sales Tax Trends & Impacts



FY27 RECOMMENDED BUDGET

Areas Evaluated

Neighboring Local Gov. Employment Market Competitiveness

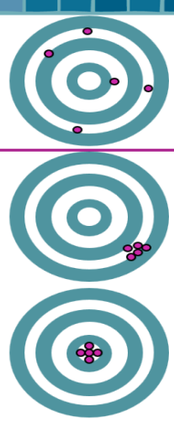
FY27 RECOMMENDED BUDGET

FY27 – City Pay & Class. Evaluation

Henderson County Commissioners approved an **18% cost-of living adjustment** | Sheriff's Office.

- Impact: City's **employment competitiveness** with market.

- **FY27 P&C Study - Objectives**
  - Evaluate market competitiveness, using reliable data.
  - Address compression and equity across **ALL** functional groups.
  - Identify recruitment and retention opportunities.
  - Assess organizational alignment.
- **FY27 P&C Study - Process**
  - Admin. & HR – data collection.
  - Consultant – structure and equity findings.
  - Identify short-term and long-term compensation goals.
  - Execute on findings beginning with FY28 budget adoption.



Labor markets remain competitive across local government positions, particularly in public safety, technical, and advanced supervisory roles.

FY27 RECOMMENDED BUDGET

Supporting & Retaining High-Performing EEs

Benefit	FY22	FY23	FY24	FY25	FY26	FY27
COLA	P&C-65th | 18.00%	P&C-75th | 5.00%	3.00%	5.00%|+ 5.00%*	4.00%	4.00%
Merit	1.00 | 1.75 | 2.50%	1.00 | 2.00 | 3.00%	1.00 | 2.25 | 3.50%	HOLD	1.00 | 2.25 | 3.50%	1.00 | 2.25 | 3.50%
401k Match	0.00%	0.00%	2.00%	2.00%	3.00%	4.00%
Dependent Coverage	75%	75%	75%	75%	75%	75%
COLA + Merit (Max.)	**20.25%**	**8.00%**	**6.50%**	**10.00%**	**7.50%**	**7.50%**

Compensation Investments

- Annual COLA + Merit offerings **≥ 6.50%** since FY22.
- 401k Benefit and Dependent Ins. Coverage.
- FY27 Pay & Class Study.
- 5-yr cumulative COLA **~44%.***
- **COLA + Merit ~59.75%**

City Council consistently prioritizes competitive pay and benefits to recruit and retain a high-performing workforce, while maintaining long-term financial sustainability.

***5-year cumulative COLA varies due to implementation of the 65th and 75th percentile pay & class, and the additional 5.00% first-responder COLA provided in FY25.**

FY27 RECOMMENDED BUDGET

Financial Position & Summary

- **Sales Tax Distribution Impact**
  - The City's original recommended budget is **conservative & adaptable**.
  - We recommend no change to the tax rate – focus on **affordability**.
  - Will "float" to **revaluation** in FY28, where sales tax "losses" can be offset.
  - **Value avoiding layered / year-over-year property tax increases**.
- **Legislation**
  - Recent updates indicate **no legislative impact to FY28 revaluation**.
  - Legislation is continually monitored and considered in **financial models**.
- **Pay Competitiveness**
  - We base our COLAs on economic data, and value **steady adjustments**.
  - FY27 pay study will result in **professional pay and structure recommendations**.

We acted practically during uncertainty, completed additional evaluation, and the original recommendation remains the right path.

FY27 RECOMMENDED BUDGET

FY27 MAJOR FUNDS SUMMARY

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Housing	295,874	295,874	-
7th Avenue MSD	278,184	222,918	55,266
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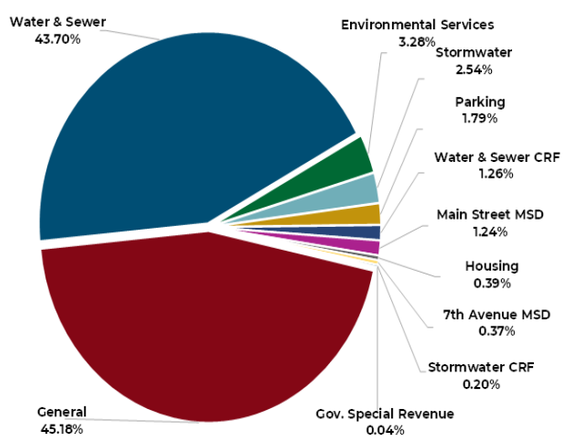
Gov. Special Revenue	31,000	-	31,000
SUB-TOTAL	**$ 75,150,992**	**$ 68,390,722**	**$ 6,760,270**

TOTAL IN BALANCE $75,150,992



THANK YOU COUNCIL & STAFF

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

The public hearing was opened at 4:22 p.m.

Ken Fitch, in true Ken Fitch fashion, spoke in favor of the FY26-27 budget proposal and thanked staff for working so hard on it and for taking the time to reevaluate everything after the county raised their taxes and ultimately keeping the budget the same and not raising taxes. He also pointed out Brian Pahle, Adam Murr and Jenny Floyd for their spectacular work on the budget.

The public hearing was closed at 4:31p.m.

Council Member Melinda Lowrance moved City Council adopt the Fiscal Year 2026-2027 Budget Ordinance, Fiscal Year 2026-2027 Water & Sewer Capital Reserve Fund Ordinance, Fiscal Year 2026-2027 Water & Sewer System Development Fee Capital Reserve Fund Ordinance, Fiscal Year 2026-2027 Stormwater Capital Reserve Fund Ordinance, Fiscal Year 2026-2027 Resolution of Intent to Follow the Capital Improvement Plan and Schedule of Rates and Fees, Fiscal Year 2026-2027 Micro-Purchase Threshold Resolution, and Fiscal Year 2026-2027 Pay & Classification Schedule as presented. A unanimous vote of the Council followed. Motion carried.

Resolution #R-26-57

RESOLUTION OF INTENT

A RESOLUTION TO CONSIDER AND ADOPT THE RECOMMENDED CAPITAL IMPROVEMENT PLAN (CIP) AND FOLLOW THE SCHEDULE OF RATES AND FEES FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE FISCAL YEAR 2026 – 2027 (FY27) THROUGH THE FISCAL YEAR 2036 -2037 (FY37)

WHEREAS, the City of Hendersonville recognizes that a Capital Improvement Plan (CIP) enables staff and the Board to plan for a vibrant community; and,

WHEREAS, the CIP is a 10-year planning tool designed to help the City plan for the repair, replacement, and acquisition of capital items; to assist in financial planning; to ensure better coordination and evaluation of projects; to provide necessary lead time for project planning, and to maintain or improve the City's credit rating and fiscal health; and,

WHEREAS, the recommended FY27 through FY37 CIP updates preceding budgets and CIPs of prior fiscal years; and,

WHEREAS, this plan is updated annually for Board review; and,

WHEREAS, this flexibility in the planning and implementation of capital needs makes the City's CIP responsive to the changing needs of its community; and,

WHEREAS, the City intends to reimburse itself for funds expended with debt proceeds for any projects identified as such in the CIP table; and,

WHEREAS, the Board intends to follow the recommendations of the water and sewer rate recommendations as to provide adequate funding for the projects identified in the CIP while maintaining a strong financially sustainable fiscal position; and,

WHEREAS, the Board intends to equalize inside and outside city water rates by FY30, providing a 5.00% decrease from 120.00% in FY26 to 115.00% in FY27; and,

WHEREAS, the Board intends to follow the proposed stormwater rate schedule with a maximum monthly charge of $450.00 in FY27 to fund stormwater projects; and,

WHEREAS, this CIP will provide a vibrant future for our community and is intended to further the vision and mission of the City.

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

That the City of Hendersonville City Council has received and adopts the recommended Capital Improvement Plan (CIP) in conjunction with the annual City Budget for Fiscal Year 2026-2027 (FY27).

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 24th day of June 2026.

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

Resolution #R-26-58

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL AUTHORIZING INCREASE IN MICRO-PURCHASE THRESHOLD

WHEREAS, from time to time, the City of Hendersonville purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D; and,

WHEREAS, the City of Hendersonville's procurement of such goods and services is subject to the purchasing policies of the City, including but not limited to the City of Hendersonville Uniform Guidance Procurement Policy; and,

WHEREAS, the City of Hendersonville is a non-Federal entity under the definition set forth in 2 C.F.R. § 200.1; and,

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(ii), a non-Federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents that the non-Federal entity files, accordingly; and,

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures; and,

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), a non-Federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed $50,000 and maintain documentation to be made available to a Federal awarding agency and auditors in accordance with 2 C.F.R. § 200.334; and,

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), such self-certification must include (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation, which, for public institutions, may be a "higher threshold consistent with State law"; and,

WHEREAS, G.S. 143-129(a) and G.S. 143-131(a) require the City of Hendersonville to conduct a competitive bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or greater than $30,000, and (2) "construction or repair work" where the cost of such purchase is greater than or equal to $30,000; and,

WHEREAS, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 3D of Chapter 143 of the North Carolina General Statutes (the "Mini-Brooks Act"); and,

WHEREAS, G.S. 143-64.32 permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where the aggregate cost of such services do not exceed $50,000; and,

WHEREAS, pursuant to 2 C.F.R. § 200.320(a)(1)(iv), the City Council for the City of Hendersonville now desires to adopt higher micro-purchase thresholds than those identified in 48 C.F.R. § 2.101 to take advantage of increased efficiencies and cost savings that are available under an increased micro-purchase threshold exemption.

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

SECTION 1: That in accordance with 2 C.F.R. § 200.320(a)(1)(iv) and the applicable provisions of North Carolina law, the City of Hendersonville hereby self-certifies the following micro-purchase thresholds, each of which is a "higher threshold consistent with State law" under 2 C.F.R. § 200.320(a)(1)(iv)(C) for the reasons set forth in the recitals to this resolution:

A. $30,000, for the purchase of "apparatus, supplies, materials, or equipment"; and,

B. $30,000, for the purchase of "construction or repair work"; and,

C. $50,000, for the purchase of services not subject to competitive bidding under North Carolina law; and,

D. $50,000, for the purchase of services subject to the qualifications-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the City has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to G.S. 143-64.32. If the exemption is not authorized, the micro-purchase threshold shall be $10,000; and,

E. $50,000 for any contract, other than those described in A-D above, that is exempt from competitive procurement requirements under North Carolina State Law.

SECTION 2: The self-certification made herein shall be effective as of the date hereof and shall be applicable until the end of the current fiscal year of the City of Hendersonville but shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid, Relief, and Economic Support (CARES) Act of 2020 (Pub. L. 116-136).

SECTION 3: In the event that the City of Hendersonville receives funding from a federal grantor agency that adopts a more restrictive threshold than those contained herein, the City shall comply with the more restrictive threshold when expending such funds.

SECTION 4: The City of Hendersonville shall maintain documentation to be made available to a Federal awarding agency, any pass-through entity, and auditors in accordance with 2 C.F.R. § 200.334.

SECTION 5: The City Manager, Deputy City Manager, Assistant City Manager, Finance Director, and Budget & Evaluation Director of the City of Hendersonville are hereby authorized, individually and collectively, to revise the purchasing policies of the City, including but not limited to the City of Hendersonville Uniform Guidance Procurement Policy, to reflect the increased micro-purchase thresholds specified herein, and to take all such actions, individually and collectively, to carry into effect the purpose and intent of the foregoing resolution.

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 24th day of June 2026.

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

Ordinance #O-26-20

WATER AND SEWER CAPITAL RESERVE FUND ORDINANCE

AN ORDINANCE SETTING CAPITAL RESERVE GUIDELINES FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

WHEREAS, under North Carolina General Statute 159-18 the City of Hendersonville is authorized to establish and maintain a capital reserve for any purposes for which bonds may be issued; and,

WHEREAS, the City Council deems it is in the best interest of the citizens of Hendersonville to establish a water and sewer capital reserve to fund future capital improvements; and,

WHEREAS, the capital reserve fund will be used in conjunction with a multi-year capital improvement program to be reviewed annually during the budget process; and,

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA:

SECTION 1 BUDGET: That the following Water and Sewer Capital Reserve Fund (CRF) budget, purpose, anticipated revenues, and project appropriations are hereby adopted for the operation of the City of Hendersonville and its activities for the fiscal year beginning July 1, 2026, and ending June 30, 2027, in the amount of $100,000.

SECTION 2 PURPOSE: That the purpose of the City of Hendersonville's Water and Sewer CRF will be to (1) raise funds for water and sewer system rehabilitation and installation projects, (2) provide greater levels of transparency in raising and expending funds on capital projects, (3) delineate the timeframe for which revenues will be raised for and expended on capital projects, (4) display the amounts of revenues and expenditures for capital projects funded through the CRF, and (5) detail revenue sources of the fund.

This Capital Reserve Fund Ordinance will, more specifically, be established alongside the City's Budget Ordinance to provide for water and sewer system capital rehabilitation and expansion. The City has recognized the need to fund future system expansion projects and desires to fund such projects through a CRF to enhance transparency and accountability.

SECTION 3 TIMEFRAME: That revenues for Water and Sewer Fund related capital projects will be raised over a period of five (5) fiscal years - from July 1, 2025 (FY26) to June 30, 2030 (FY30).

SECTION 4 AMOUNTS ACCUMULATED: That this fiscal year (FY27), the City will transfer $100,000.00 from the Water and Sewer Fund (060) to the Water and Sewer Capital Reserve Fund (459). The Water and Sewer Capital Reserve Fund has an estimated balance to end the fiscal year June 30th, 2026 of $150,000. The City will save $750,000 of revenue in the CRF for future system expansion projects. The City anticipates spending $750,000 on system rehabilitation and expansion projects.

SECTION 5 REVENUE SOURCES: That the revenue source planned for the CRF is a transfer from the Water and Sewer Fund. Each year delineated, the City will transfer from the Water and Sewer Fund to the CRF until $750,000 is accumulated.

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 24th day of June 2026.

Barbara G. Volk, Mayor

Attest: /s/Jill Murray, City Clerk
Approved as to form: /s/Angela S. Beeker, City Attorney

Ordinance #O-26-21

ORDINANCE AMENDMENT TO
CAPITAL RESERVE FUND ORDINANCE #0-25-58

AN ORDINANCE SETTING CAPITAL RESERVE GUIDELINES FOR
THE CITY OF HENDERSONVILLE, NORTH CAROLINA
FOR THE YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

WHEREAS, under North Carolina General Statute 159-18 the City of Hendersonville is authorized to establish and maintain a capital reserve for any purposes for which bonds may be issued; and,

WHEREAS, the capital reserve fund will be used in conjunction with a multi-year capital improvement program to be reviewed annually during the budget process; and,

WHEREAS, North Carolina General Statute 162A Article 8 (d) requires system development fee revenues be accounted for by means of a capital reserve fund; and,

WHEREAS, the City of Hendersonville is amending Capital Reserve Fund Ordinance #0-25-58 to account for additional system development fee proceeds received during the fiscal year beginning July 1, 2026, and ending June 30, 2027 (FY27) and is appropriating a certain amount to maintain a balanced budget; and,

WHEREAS, the City Council deems it is in the best interest of the citizens of Hendersonville to maintain a Water & Sewer Capital Reserve to fund future capital improvements; and,

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA:

SECTION 1 BUDGET: That the following Water & Sewer System Development Fee revenues were collected from July 1, 2026, through June 30, 2027 (FY27) and are to be transferred from the Water & Sewer Operating Fund (060) to the Water & Sewer Capital Reserve Fund (459):

Description	Amount
FY27 Water System Development Fee Revenues	**($600,000)**
FY27 Sewer System Development Fee Revenues	**($250,000)**
FY27 TOTAL System Development Fee Revenues	**($850,000)**

SECTION 2 PURPOSE: That the City Council of the City of Hendersonville hereby maintains a Capital Reserve Fund (CRF) for the purpose of saving for, and funding future water and sewer infrastructure improvement projects related to system expansion and system rehabilitation:

RESERVE FOR WATER CAPITAL IMPROVEMENT PROJECTS: Reserve funds for the purpose of funding water infrastructure-related system expansion and system rehabilitation capital improvement projects that are considered eligible for cost through system development fees. Projects considered eligible in this category are:

- Current and future water line rehabilitation and improvement projects.
- Current and future water treatment facility rehabilitation and improvement projects.
- Current and future water pump facility rehabilitation and improvement projects.
- Annual debt service on water capital projects.

RESERVE FOR SEWER CAPITAL IMPROVEMENT PROJECTS: Reserve funds for the purpose of funding water infrastructure-related system expansion and system rehabilitation capital improvement projects that are considered eligible for cost through system development fees. Projects considered eligible in this category are:

- Current and future sewer line rehabilitation and improvement projects.
- Current and future sewer treatment facility rehabilitation and improvement projects.
- Current and future sewer pump facility rehabilitation and improvement projects.
- Annual debt service on sewer capital projects.

SECTION 3 TIMEFRAME: That revenues for Water and Sewer Fund related capital projects will be raised over a period of five (5) fiscal years - from July 1, 2025 (FY26) to June 30, 2030 (FY30).

SECTION 4 AMOUNTS ACCUMULATED: That this fiscal year (FY27), the City will transfer $850,000 from the Water and Sewer Fund (060) to the Water and Sewer Capital Reserve Fund (459). The Water and Sewer Capital Reserve Fund has an estimated balance to end the fiscal year June 30th, 2026 of $150,000. The City will save $2,000,000 of SDF revenue in the CRF for future system expansion projects. The City anticipates spending $2,000,000 on system rehabilitation and expansion projects.

SECTION 5 REVENUE SOURCES: That the SDF revenue source planned for the CRF is a transfer from the Water and Sewer Fund. Each year delineated, the City will transfer from the Water and Sewer Fund to the CRF until $2,000,000 is accumulated.

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 24th day of June 2026.

Barbara G. Volk, Mayor
Attest: /s/Jill Murray, City Clerk

Approved as to form: /s/Angela S. Beeker, City Attorney

Ordinance #O-26-22

STORMWATER CAPITAL RESERVE FUND ORDINANCE

AN ORDINANCE SETTING CAPITAL RESERVE GUIDELINES FOR THE CITY OF HENDERSONVILLE, NORTH CAROLINA FOR THE YEAR BEGINNING JULY 1, 2026, AND ENDING JUNE 30, 2027

WHEREAS, under North Carolina General Statute 159-18 the City of Hendersonville is authorized to establish and maintain a capital reserve for any purposes for which bonds may be issued; and,

WHEREAS, the City Council deems it is in the best interest of the citizens of Hendersonville to establish a stormwater capital reserve to fund future capital improvements; and,

WHEREAS, the capital reserve fund will be used in conjunction with a multi-year capital improvement program to be reviewed annually during the budget process; and,

THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HENDERSONVILLE, NORTH CAROLINA:

SECTION 1 BUDGET: That the following Stormwater Capital Reserve Fund (CRF) budget, purpose, anticipated revenues, and project appropriations are hereby adopted for the operation of the City of Hendersonville and its activities for the fiscal year beginning July 1, 2026, and ending June 30, 2027, in the amount of $150,000.

SECTION 2 PURPOSE: That the purpose of the City of Hendersonville CRF will be to (1) raise funds for stormwater system rehabilitation and installation projects, (2) provide greater levels of transparency in raising and expending funds on capital projects, (3) delineate the timeframe for which revenues will be raised for and expended on capital projects, (4) display the amounts of revenues and expenditures for capital projects funded through the CRF, and (5) detail revenue sources of the fund.

This Capital Reserve Fund Ordinance will, more specifically, be established alongside the City's Budget Ordinance to provide for stormwater system capital rehabilitation and installation projects. The City has recognized the need to fund future system expansion projects and desires to fund such projects through a CRF to enhance transparency and accountability.

SECTION 3 TIMEFRAME: That revenues for Stormwater Fund related capital projects will be raised over a period of five (5) fiscal years - from July 1, 2025 (FY26) to June 30, 2030 (FY30).

SECTION 4 AMOUNTS ACCUMULATED: That this fiscal year (FY27), the City will transfer $150,000.00 from the Stormwater Fund (067) to the Stormwater Capital Reserve Fund (457). The Stormwater Capital Reserve Fund has an estimated balance to end the fiscal year June 30th, 2026 (FY26) of $150,000. The City will save $750,000 of revenue in the CRF for future system expansion projects. The City anticipates spending $750,000 on system rehabilitation and expansion projects.

SECTION 5 REVENUE SOURCES: That the revenue source planned for the CRF is a transfer from the Stormwater Fund. Each year delineated, the City will transfer from the Stormwater Fund to the CRF until $750,000 is accumulated.

Passed and adopted at the regular meeting of the City Council of the City of Hendersonville, North Carolina, held this 24th day of June 2026.

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

4. NEW BUSINESS

A. Resolution Authorizing Free Parking Contract Between the City of Hendersonville and First Baptist Church– *John Connet, City Manager*

City Manager John Connet explained that the First Baptist Church of Hendersonville (Church) submitted a proposal to the City of Hendersonville requesting permission to sponsor free parking in the Church Street Parking Deck on Sundays. Staff have reviewed the proposal and recommend entering into a one-year contract with the Church. If both parties agree, a new contract will be submitted for approval on an annual basis. The Church will pay the City $12,000 to offset lost revenue in FY 26-27.

Council Member Lyndsey Simpson moved that City Council adopt the resolution authorizing the City Manager to execute a contract with the First Baptist Church of Hendersonville allowing free parking in the Church Street Parking Deck on Sundays between 7:00 AM and 10:00 PM. A unanimous vote of the Council followed. Motion carried.

Resolution #R-26-56

RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF HENDERSONVILLE AUTHORIZING A FREE-PARKING-ON-SUNDAY CONTRACT BETWEEN THE CITY OF HENDERSONVILLE AND FIRST BAPTIST CHURCH OF HENDERSONVILLE

WHEREAS, the First Baptist Church of Hendersonville (the "Church") has requested that the City allow free parking on Sundays in the City's parking deck, located on the corner of 5th Avenue and Church Street, in exchange for the Church's lump sum payment to the City of $12,000.00; and

WHEREAS, free parking on Sundays will benefit the Church by allowing its congregation to have parking available on a first-come, first-served basis for Sunday services; and

WHEREAS, the free parking on Sundays will benefit the City by encouraging not only the Church congregation but also the general public to visit and remain downtown on Sundays, and therefore the contract is mutually beneficial to both parties; and

WHEREAS, the provision of public parking has long been recognized as a valid public purpose in North Carolina, allowing the expenditure of public funds and the establishment of contracts to construct or manage parking infrastructure; and

WHEREAS, the City has the authority to directly operate public parking facilities and define the exact operational standards, term limits, and revenue-sharing mechanisms associated with such facilities.

NOW THEREFORE BE IT RESOLVED by the **CITY COUNCIL FOR THE CITY OF HENDERSONVILLE** that the City Manager for the City of Hendersonville is authorized to entered into an agreement with the Church on behalf of the City in accordance with the following terms and conditions, and containing such other terms and conditions as he deems appropriate in consultation with the City Attorney:

1. The term of the Agreement shall be for one (1) year, commencing on the first Sunday in July, 2026 and terminating on the last Sunday in June, 2027.

2. The Church shall pay to the City a lump sum in the amount of Twelve Thousand Dollars ($12,000.00) upon the execution of the Agreement.

3. In exchange for the $12,000 payment, the City will allow free parking in the City's parking deck on Sundays, between the hours of 7:00 a.m. and 10:00 p.m. However, the following dates shall be excepted from the Agreement:

a. The Sunday falling during the City's annual Garden Jubilee Festival; and

b. The Sunday falling during the North Carolina Apple Festival.

On these specified festival Sundays, parking within the parking deck will be subject to fees imposed by the City, and all revenues collected during these times shall belong exclusively to the City of Hendersonville.

4. The Sunday free parking will be provided strictly on a first-come, first-served basis for not only the Church congregation but also the public at large.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 24th day of June, 2026.

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

5. PRESENTATIONS

A. Public Art Plan – *Jamie Carpenter, Downtown Manager*

Downtown Manager Jamie Carpenter explained that the Downtown Advisory Board and the Community Character Subcommittee have been working on a Public Art Strategic Plan to bring to council. She presented the following PowerPoint presentation.

public art strategic plan

City Council – June 24, 2026

OVERVIEW OF PUBLIC ART STRATEGIC PLAN

- **WHY?** Public art included as recommendation in Downtown Master Plan: Develop a Public Art Committee to oversee the policy, strategy and implementation of public art/creative placemaking in downtown Hendersonville
- **Strategic Plan:** The Hendersonville Public Art Strategic Plan is a roadmap for integrating art into the city's cultural and physical landscape.
- **Scope:** This strategic plan is intended to be a living document, to provide guidance for public art in public spaces and supports art initiatives on private property. The plan includes next steps for developing the process for approval, including draft recommendations.
- **Leadership:** Developed by the Downtown Advisory Board and Community Character Subcommittee, the plan proposes establishing a Public Art Advisory Committee for approval of projects.

This presentation is intended to be a summary of the proposed work of a Public Art Advisory Committee, with planned next steps.

What is Public Art *(as defined for this plan)*



1. Functional: The public art piece could be an embellishment of an object or a functional and artistic piece created entirely by the artist. Examples: benches, bicycle racks, bus shelters, signage, etc.

2. Sculpture: A freestanding art project, physically independent of other site elements. Sculptures can consist of a wide variety of materials and can include monuments or statues that are literal interpretations, or sculptures that have a meaning that can be up to interpretation.





3. Integrated in Infrastructure: Art projects that are fully incorporated into the design of a larger infrastructure project are referred to as integrated art. The process is always collaborative; artists work with architects, engineers, and other design professionals to create and install a work of art. Examples include bridges, retaining walls, walkways and buildings.



4. Murals: Murals are painted or applied to walls. While some murals are painted directly on walls, others are prepared in studio and later applied to walls. Murals are the type of public art that is most likely to be included on private property. Maintenance and life-span should be considered for murals on buildings.



5. Temporary: Art projects shown for a specified period are temporary projects. Temporary art projects can be in virtually any form (as described above). Temporary projects also allow for revolving pieces of artwork, which creates a dynamic place and encourages return visits with each new installation.

Bearfootin' Art Walk & Auction



Downtown Hendersonville has focused on engaging and community-centric public art to support district revitalization for over twenty-years. Since 2002, Hendersonville has given a nod to the black bears that live in the area with the Bearfootin' Public Art Walk.



The annual program starts with 20 blank fiberglass bears that are then transformed into unique pieces of public art by local artists. After a "Reveal" event in early May, the bears then take up residence in downtown Hendersonville for the duration of the summer and fall, bringing joy to visitors and residents. In October, participants bid during the auction to raise funds for local non-profits and support downtown program initiatives.

Artscape Banners



Many partner organizations also contribute to public art. The Art League of Henderson County produces the annual ArtScape Banners showcasing 40 banners displaying the work of talented local artists. 30 additional banners showcase youth artists in Jackson Park.

Bee Line Sidewalk Mural



In 2021, the Friends of Downtown Hendersonville received an AARP Community Challenge Grant to complete a community-created sidewalk mural that connects the Main Street and 7th Avenue Districts through 1000 feet of painted sidewalks.

Designs were submitted and selected by the public, and community volunteers of all ages contributed over 1000 hours of painting over a two-month period.

Murals throughout Downtown

Murals are located throughout both Main Street and 7th Avenue districts that reflect the community history, heritage and interests. An audio tour can be found for all murals at dotellpodcast.com







Sculptures and other permanent public art:



201 N Main Woodmen of the World water fountain (city/public) - near the corner of Second Avenue and Main Street. The water fountain was carved out of native stone. It was dedicated to Woodmen founder, Joseph Cullen Root, in 1947 near the site of where Root passed away in 1913, in the former St. John Hotel which stood the corner.



6th & 9th Avenue Schools monument (Tiger) – 200 block – City/public - 222 North Main Street, in front of Black Rose. These were the only segregated schools for African Americans in the tri-county area. The Henderson County school system were integrated by 1965. The mascot of these schools was a tiger, the statue honors the students and educators of these schools.



6th Avenue and North Main – Mountain Memories (Fountain – City/public) - corner of Main Street & 6th Avenue. The copper fountain was inspired by the prominent peaks and rivers that surround Hendersonville, such as: Mt. Pisgah, Pinnacle and Sugarloaf Mountains. The sculpture's rivers, depicted in stone and water, are the French Broad, the Green, and the Big Hungry. It was created by sculptor Berry Bate



Four Seasons Apple Tree – 600 block (City/public) - Four Season's Apple Tree, located on North Main Street in the 600 block, across from Umi, Japanese Fine Dining. This metal sculpture represents the area's heritage as an apple growing region (Hendersonville is the largest apple growing region in the entire state of North Carolina!) and the fact that we experience all four seasons of weather here in the Western NC mountains. This work of art was created by Western North Carolina artist, Grace Cathey.

Laura E. Corn Mini Golf at Edwards Park: A new ADA-accessible miniature golf course opened in 2023 and includes 18-holes with features that were created with local artists and organizations to blend old features from the former mini golf site at Boyd Park site as well as creating new art features.



Public Art Strategic Goals

1

Enhancing Urban Aesthetics:

Integrate public art seamlessly into the city's downtown infrastructure, including parks, streetscapes, and public buildings. Use art to transform underutilized or blighted spaces into vibrant hubs of activity.

2

Fostering Economic and Social Impact:

Attract tourism through iconic and innovative art installations.

Support local businesses by increasing foot traffic in areas enriched by art.

Strengthen social bonds through shared cultural experiences.

3

Building Hendersonville's Cultural Brand:

Develop signature programs that become synonymous with the city's identity.

4

Developing Institutional Capacity:

Establish organizational structure to manage public art projects efficiently and transparently.

Guiding Principles of Public Art Strategy

1. Artistic Vision and Excellence:

Artist selection should emphasize originality, craftsmanship, and a clear connection to the project's purpose and setting.

2. Collaborative and Informed Decision-Making:

A designated Public Art Committee will be responsible for final artistic decisions.

3. Clear Roles and Shared Responsibilities:

so that creative and administrative processes work together efficiently and respectfully.

4. Transparent Selection and Evaluation:

Establish open, well-defined criteria for choosing artists and artworks, including artistic merit, relevance to place, technical feasibility, and community benefit.

5. Professional Respect and Creative Partnership:

Artists will be treated as professionals and given creative freedom to express their ideas while working collaboratively to meet community goals and site requirements.

6. Constructive Community Engagement:

Engagement will occur at meaningful stages so that feedback can inform the process without limiting artistic innovation.

7. Streamlined and Predictable Process:

A clear timeline and efficient review process helps keep projects on track. Feedback and approvals will focus on policy and project goals rather than personal preferences.

8. Context, Place, and Relevance:

Public art will enhance its setting, considering the culture, environment, and history of the site. Artists should be encouraged to interpret context creatively,

9. Sustainability and Stewardship:

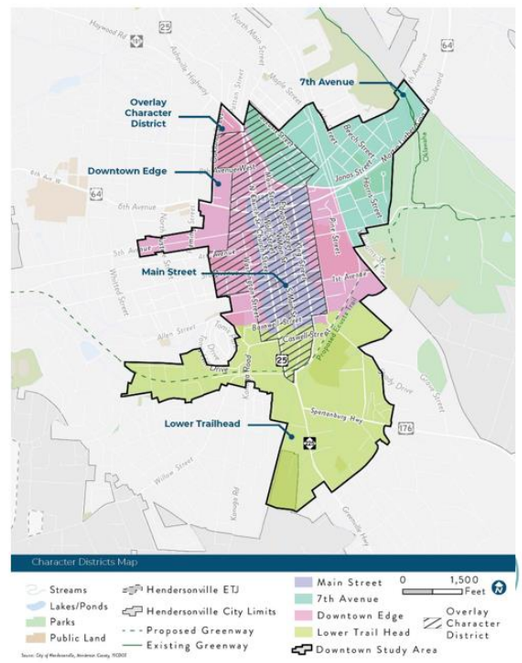
Works will be selected and designed with attention to materials, maintenance, and long-term care.

10. Integrity Through Collaboration:

While collaboration is central, the final creative direction will honor the artist's professional vision as endorsed by the designated selection body, ensuring cohesive and high-quality outcomes.

Geographic Focus

- The initial geographic concept of this plan focuses on the overall downtown district, as described in the downtown master plan.
- After parameters are established, the committee will determine future steps for development of public art, to include other city parks and trails, or connected as a part of broader public art and economic development initiatives.



Next Steps:

Reviewing Today – Feedback/Suggestions:

Defining Policy & Process

- Establishing Public Art Advisory Committee
- Confirming Process for Review
- Develop Long-term plan for implementing public art in public spaces
  - Downtown Design Overlay – Public Art incorporation
  - Funding sources designated to public art
  - Requirements to incorporate public art in development projects
  - Public infrastructure budget allocation

Projects that Support Public Art internally and externally

(Downtown Advisory Board & Community Character Committee)

- Establish a mural-specific grant program with allocated budget
- Develop a rotating sculpture program for planters on Main Street
- Incorporate public art in 7th Avenue District through seating, murals and creative installations

Next Steps: Forming a Public Art Advisory Committee

- The Public Art Advisory Committee (PAAC) should serve as the oversight for the City for all public art projects, ensuring alignment with goals and guiding principles.
- Membership of the committee is on three-year renewable terms through the City Council Appointment Process.
- Each representative must be individually renewed
- The Public Art Advisory Committee will meet as needed, following the requirements for noticing Special Called Meetings.

Public Art Advisory Committee Proposed Makeup

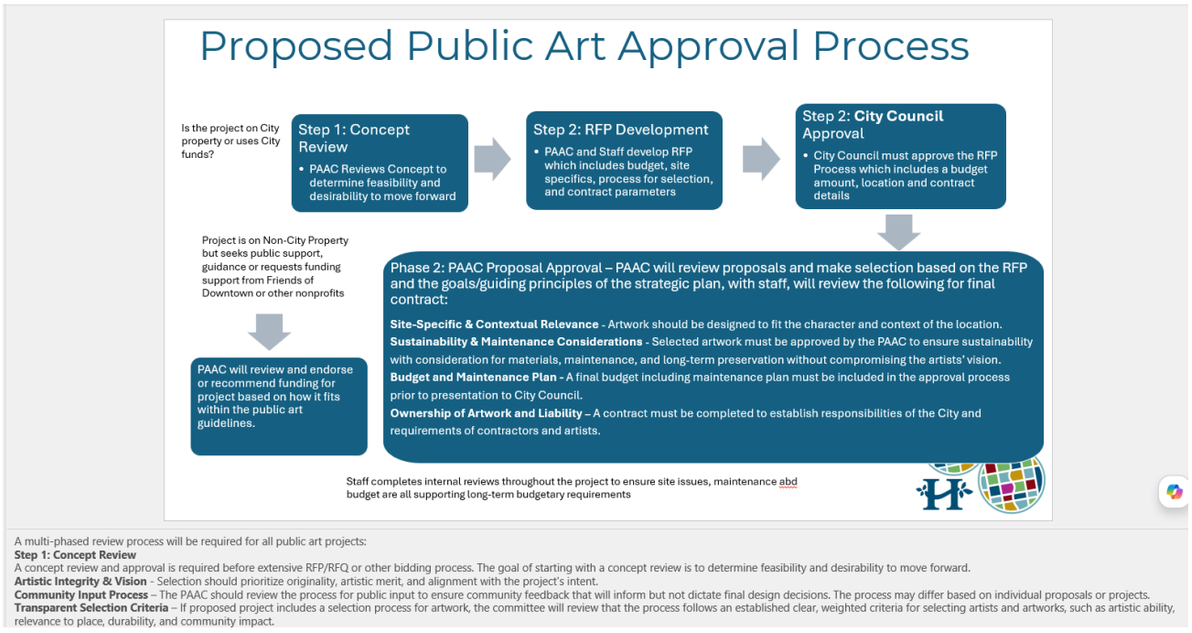
- Committee Composition: The Public Art Advisory Committee is recommended to be comprised of 7 Members, with appointments approved by City Council including:
- One (1) city official nonvoting (either appointed by City Manager or a member of City Council) (additional city staff may be involved regarding maintenance and other input)
- Two (2) Representatives with expertise in public art to be recommended by visual arts organizations from Henderson County – Art Council of Henderson County and Art League of Henderson County
- One (1) Representative appointed from Downtown Advisory Board
- Four (4) at large members
- External Consultant or guidance may be recruited by experts well-beyond Hendersonville who would offer an objective, experience-based recommendation and guidance.

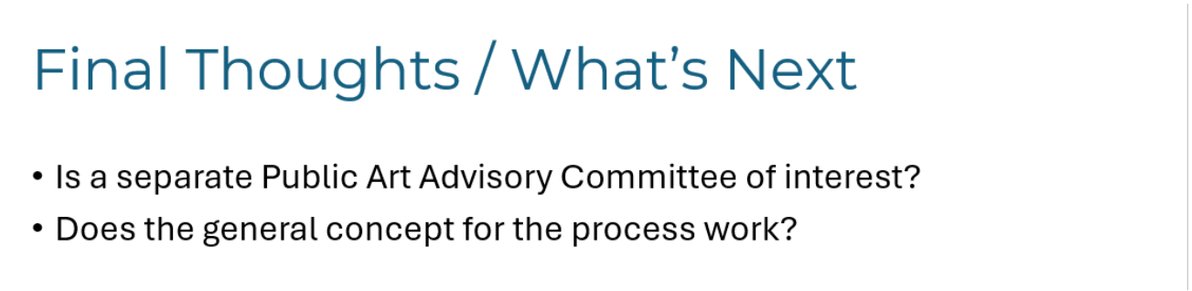
Public Art Advisory Committee Responsibilities & Purpose

- Ensures proposals, projects and public art processes are clear and transparent
- Review proposals or projects that include public art on or using:
  - City/Government Funds
  - Located on City Property
  - Also provide guidance or endorsement of projects on private property/privately funded
- Provides recommendation for initial project concept to City Council for approval on RFP (Budget, process, parameters and site)
- **PAAC is delegated by City Council** to select final artwork proposal and complete contract

Who may submit projects for approval on public property

- Community Organizations
  - Examples:
  - Arts organizations
  - Trail-oriented organizations (ie. Friends of Ecusta)
- Government Departments / Committees
  - Examples:
  - City – Downtown Advisory Board, Historic Preservation Commission
  - County – Parks and Recreation
- Developers
  - Requirements as a part of streetscape elements or site improvements





After some discussion with City Council, the consensus was to keep moving forward with the process.

B. Direction on Zoning Text Amendment: Downtown Design Overlay (26-23-ZTA) – *Matthew Manley, AICP, Long-Range Planning Manager*

Long-Range Planning Manager Matt Manley explained that the City of Hendersonville has initiated an amendment to the City's Zoning Ordinance by developing a "Downtown Design Overlay Zoning District" based on the design guidelines and "Downtown" study area boundaries established in Downtown Master Plan (Chapter 5 of Gen H Plan). The Downtown Master Plan was adopted in August 2024. Shortly after adoption, the Downzoning Law was adopted by the NC General Assembly. The effective date of this new law paused implementation of this project, however staff has now developed these standards so as to comply with this changed state law. The rationale for the Downtown Design Overlay (DDO)is based upon the fact that the current zoning districts that govern and guide development in the city core (C-1, C-2, & CMU) have little or no design standards. The Main St Local Historic District is the only tool regulating design in a meaningful way within the boundaries of Downtown. Hendersonville's Downtown is notable for its character which is in large part established by its built form. Main St and 7th Ave are attractive locations for private investment. New developments and the potential threat of demolition of historic structures can detract from the prized character of Hendersonville's Downtown districts. Establishing Design Standards can guide new development in a way that is compatible with the existing form. Adoption of the DDO can also serve to catalyze additional projects designed to protect community character. The DDO will help to facilitate discussions around the expansion or creation of additional local historic districts - which can also be used to guide new development while adding additional measures to help protect and preserve existing historic structures. The DDO will also serve as a model for our commercial corridors where strategies related to additional design standards can be used in conjunction with increased opportunities for by-right development to spur redevelopment. In regard to comprehensive plan consistency, the proposed DDO will directly or indirectly address 5 implementation projects identified in Gen H. It will help to advance 6 Gen H Goals under "Authentic Community Character" and 1 Goal under "Vibrant Neighborhoods". Matt gave the following PowerPoint presentation.

Downtown Design Overlay Zoning District

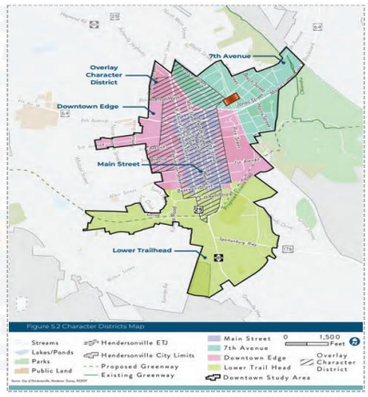
26-23-ZTA

Zoning Text Amendment

Community Development: *Planning Division* | Mathew Manley, AICP – *Long-Range Planning Manager*

Project Background

- **Downtown Master Plan**
  - **Design Guidelines - 3 Buckets**
    1. **Public Realm**
    2. **Site Design**
    3. **Building Design**
- **Relates to:**
  - **5 Gen H Implementation Projects**
  - **3 Gen H Goal Areas + 7 Objectives**
  - **4 FY27-29 Strategic Plan Actions**
    - **First step in chain of future actions**



The creation of the Downtown Design Overlay is a direct implementation of a major part of the Downtown Master Plan which was adopted as part of the Gen H Comprehensive Plan (Chapter 5 – link below). In fact, this project relates to 5 of the Comp Plan implementation projects and helps to advance 3 Gen H Goals and 7 Objectives. Additionally, the adoption of this Text Amendment is part of your new Strategic Plan and it is the first action in a series of related actions that will eventually aim to incentivize development & redevelopment opportunities along the City's major corridors.
DTNMP - chrome-extension://efaidnbmnnnibpcajpcglclefindmkaj/https://www.hendersonvillenc.gov/sites/default/files/uploads/departments/planning/Comprehensive_Plan/gen_h_downtown_master_plan_sp.pdf

Efforts to Date:

- **Planning + Downtown Staff**
  - Ongoing collaboration
- **Planning Board DDO Task Force** (Committee)
  - Meet 5 times
- **Downtown Advisory Board**
  - Met 1 time
- **Economic Vitality Committee**
  - Met 1 time
- **Legal + Public Services Review**
  - Ongoing
- **City Council -** Today

Next:

- **Additional Public Engagement?**

- **Business Advisory Committee**
- **Downtown Advisory Board** (recommendation)
- **Planning Board** (recommendation)
- **City Council Workshop + Adoption**



Staff has been working on the draft language for a few months. These efforts include a number of internal staff meetings and committee meetings. Next steps include additional opportunities for public input. Staff would also welcome direction from Council on what type of additional public input you would like to see added to this list whether that be a focus group, stakeholder meetings, etc. One of the questions we would like to ask you to consider today is if you feel there are additional public engagement efforts that are needed?

Purpose, Intent, & Applicability

Purpose & Intent

i. Pedestrian-Oriented,
ii. Traditional Urban Form,
iii. Complementary / Compatible,
iv. Quality Design,
v. Active Public Spaces,
vi. Economically Vibrant,
vii. Consistent with Downtown Master Plan,
viii. Acknowledge properties outside of Historic Districts,

Applicability

i. New Construction & Additions
ii. Exterior Renovations

Does NOT apply to interior renovations



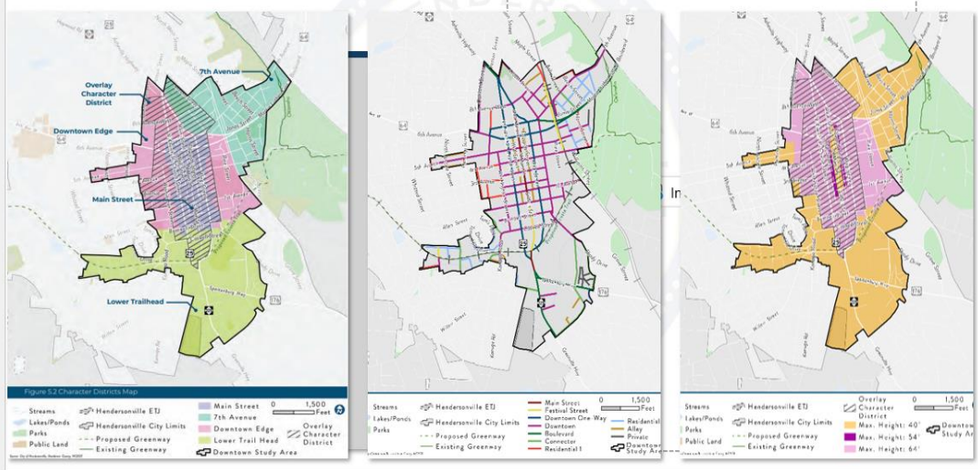
The initial sections of the Draft ZTA answer why are we doing this and how will it be applied?
In short the purpose is to
-Ensure Compatibility with Traditional Downtown
-Expand our most Walkable District & its Vibrant Economy
-Reflect Consistency with the adopted Downtown Master Plan

-It will apply to New Construction & Additions
-Applying it to Exterior Renovations on existing buildings is still under review but we know for sure that it does not get triggered by interior renovations. If the downzoning law was to be changed then the applicability for existing nono-conforming structures would default to our current non-conforming standards.

- The Standards will work in addition to the underlying Zoning. Within the DDO there are 5 zoning districts – C-1, C-2, C-3, CMU and I-1. The uses in these districts would essentially stay the same. The standards for public realm, site design and building design would be controlled by the Overlay.

-One of my goals today is to highlight how these new standards deviate from what is currently on the books.

Governs by Location within / along…



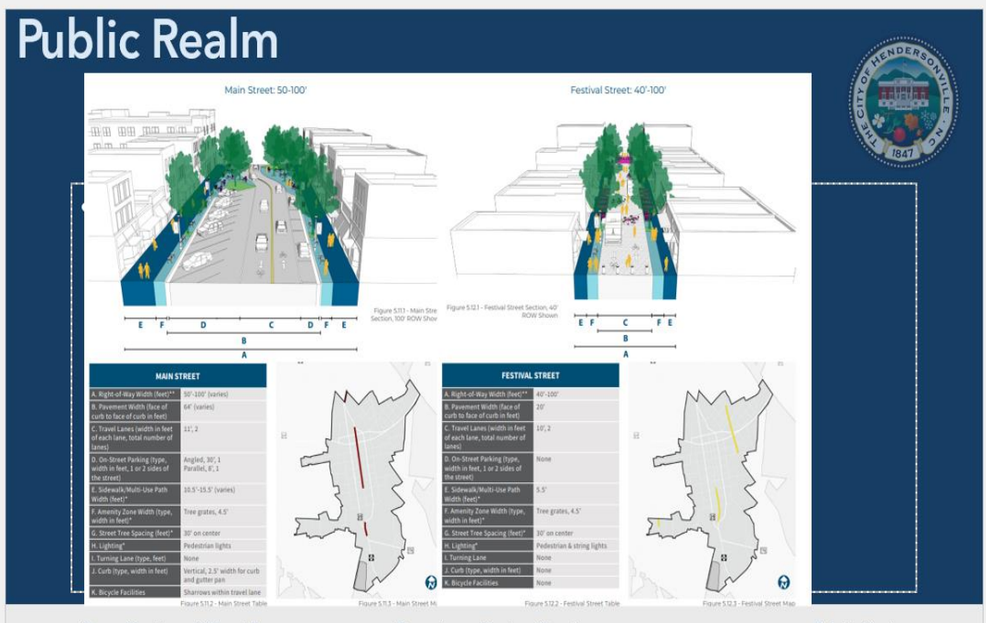
As it is written, the DDO standards will be applied to new developments based on their Location:
1) Within Overlay Boundary – Map 1
2) Within Character Area Boundaries – Map 1
3) Along frontage based on Streetscape Character Type – Map 2
4) Within Building Height District – Map 3



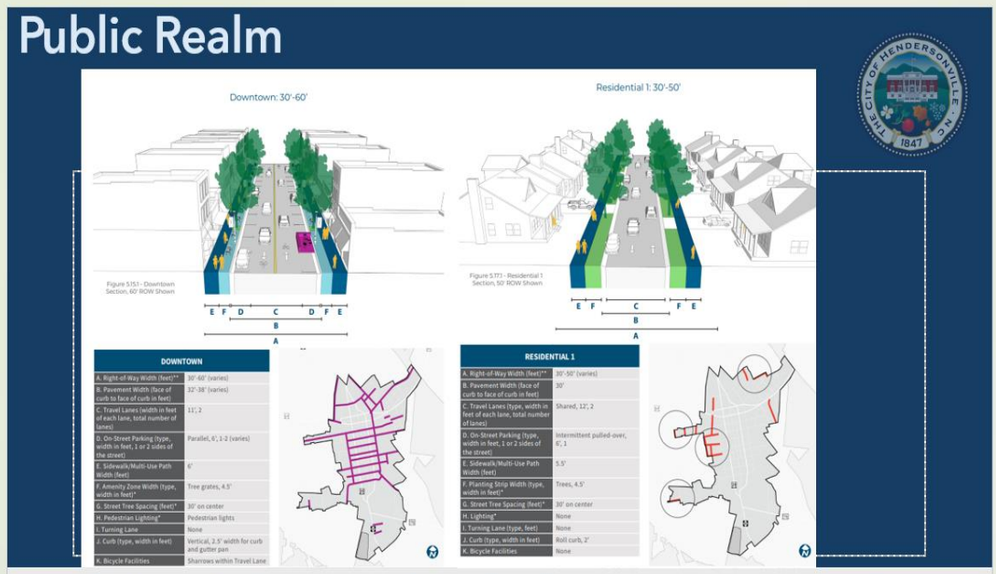
As I mentioned, the Design Standards fall into 1 of 3 buckets.
The first of which is "Public Realm"
Each of these standards on the slide are based on the Street Character Type that the property fronts on. Each Street Type has a Cross-Section (see examples on next slide)



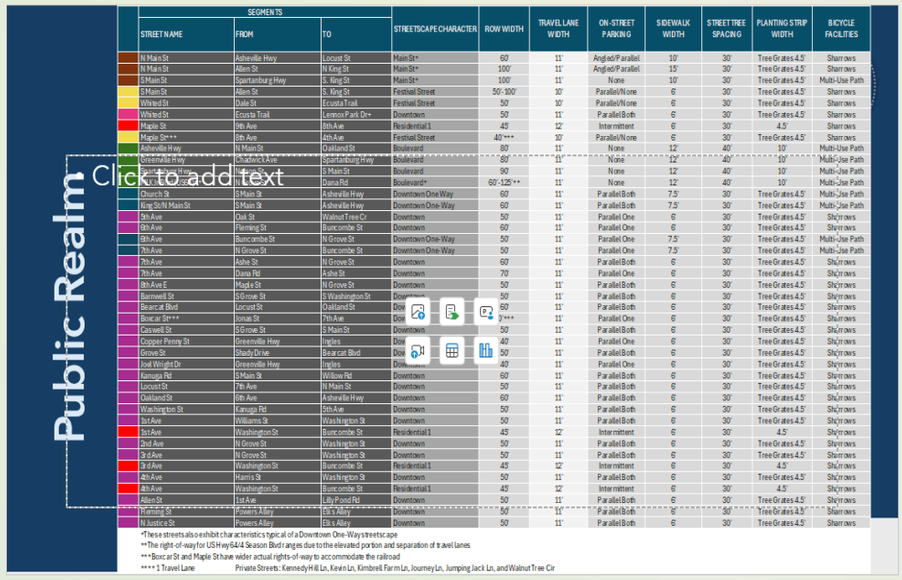
As I mentioned, the Design Standards fall into 1 of 3 buckets.
The first of which is "Public Realm"
Block Layout – pgs. 62-65 in DMP
Each of these standards on the slide are based on the Street Character Type that the property fronts on. Each Street Type has a Cross-Section and a description (DMP pgs 68-84)
One of the most significant deviations here is sidewalk width...where we currently require a 5' sidewalk, under these standards the sidewalk width would vary depending on the Street Character Type a property fronts on.



Each Street Type has a Cross-Section



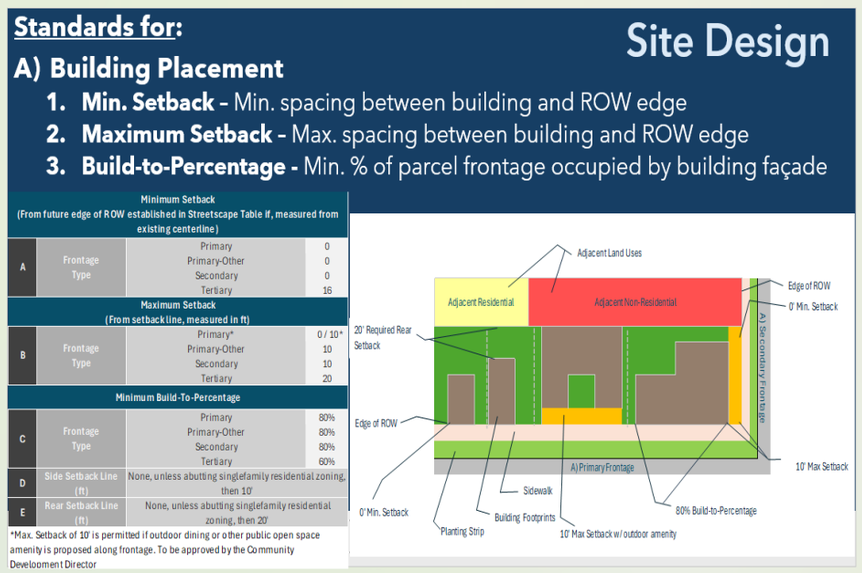
Each Cross-Section shows the variety of layouts with sidewalk widths, street trees, on-street parking, travel lane widths, etc.



SEGMENTS			STREETSCAPE CHARACTER	ROW WIDTH	TRAVEL LANE WIDTH	ON-STREET PARKING	SIDEWALK WIDTH	STREET TREE SPACING	PLANTING STRIP WIDTH	BICYCLE FACILITIES
STREET NAME	FROM	TO								
N Main St	Asheville Hwy	Locust St	Main St*	60'	11'	Angled/Parallel	10'	30'	Tree Grates 4.5'	Sharrows
N Main St	Allen St	N King St	Main St*	100'	11'	Angled/Parallel	15'	30'	Tree Grates 4.5'	Sharrows
S Main St	Spartanburg Hwy	S. King St	Main St*	100'	11'	None	10'	30'	Tree Grates 4.5'	Multi-Use Path
S Main St	Allen St	S. King St	Festival Street	50'-100'	10'	Parallel/None	6'	30'	Tree Grates 4.5'	Sharrows
Whited Dr	Dale St	Ecusta Trail	Festival Street	50'	10'	Parallel/None	6'	30'	Tree Grates 4.5'	Sharrows
Whited St	Ecusta Trail	Lemon Park Dr+	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sharrows
Maple St	9th Ave	8th Ave	Residential 1	45'	12'	Intermittent	6'	30'	4.5'	Sharrows
Maple St***	8th Ave	4th Ave	Festival Street	40'***	10'	Parallel/None	6'	30'	Tree Grates 4.5'	Sharrows
Asheville Hwy	N Main St	Oakland St	Boulevard	80'	11'	None	12'	40'	10'	Multi-Use Path
Greenville Hwy	Chadwick Ave	Spartanburg Hwy	Boulevard*	90'	11'	None	12'	40'	10'	Multi-Use Path
Spartanburg Hwy	Greenville Hwy	S Main St	Boulevard	90'	11'	None	12'	40'	10'	Multi-Use Path
Church St	S Main St	Dana Rd	Boulevard*	60'-125'**	11'	None	12'	40'	10'	Multi-Use Path
King St/N Main St	S Main St	Asheville Hwy	Downtown One-Way	60'	11'	Parallel Both	7.5'	30'	Tree Grates 4.5'	Multi-Use Path
9th Ave	Oak St	Walnut Tree Cir	Downtown	50'	11'	Parallel Both	7.5'	30'	Tree Grates 4.5'	Multi-Use Path
8th Ave	Fleming St	Buncombe St	Downtown	50'	11'	Parallel One	6'	30'	Tree Grates 4.5'	Sh/rrows
8th Ave	Buncombe St	N Grove St	Downtown One-Way	50'	11'	Parallel One	6'	30'	Tree Grates 4.5'	Sh/rrows
7th Ave	N Grove St	Buncombe St	Downtown One-Way	50'	11'	Parallel One	7.5'	30'	Tree Grates 4.5'	Sh/rrows
7th Ave	Ashe St	N Grove St	Downtown	60'	11'	Parallel One	7.5'	30'	Tree Grates 4.5'	Multi-Use Path
7th Ave	Dana Rd	Ashe St	Downtown	70'	11'	Parallel One	6'	30'	Tree Grates 4.5'	Sh/rrows
8th Ave E	Maple St	N Grove St	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
Barnwell St	S Grove St	S Washington St	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
Bearcat Blvd	Locust St	Oakland St	Downtown	60'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
Boxcar St***	Jonas St	7th Ave	Downtown	7***	11'	Parallel One	6'	30'	Tree Grates 4.5'	Sharrows
Caswell St	S Grove St	S Main St	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
Copper Penny St	Greenville Hwy	Ingles	Downtown	40'	11'	Parallel One	6'	30'	Tree Grates 4.5'	Sh/rrows
Grove St	Shady Drive	Bearcat Blvd	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
Joel Wright Dr	Greenville Hwy	Ingles	Downtown	40'	11'	Parallel One	6'	30'	Tree Grates 4.5'	Sh/rrows
Kanuga Rd	S Main St	Willow Rd	Downtown	60'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
Locust St	7th Ave	N Main St	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
Oakland St	5th Ave	Asheville Hwy	Downtown	60'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
Washington St	Kanuga Rd	5th Ave	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
1st Ave	Williams St	Washington St	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
1st Ave	Washington St	Buncombe St	Residential 1	45'	12'	Intermittent	6'	30'	4.5'	Sh/rrows
2nd Ave	N Grove St	Washington St	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
3rd Ave	N Grove St	Washington St	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sharrows
3rd Ave	Washington St	Buncombe St	Residential 1	45'	12'	Intermittent	6'	30'	4.5'	Sh/rrows
4th Ave	Harris St	Washington St	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
4th Ave	Washington St	Buncombe St	Residential 1	45'	12'	Intermittent	6'	30'	4.5'	Sh/rrows
Allen St	1st Ave	Lilly Pond Rd	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sh/rrows
Fleming St	Powers Alley	Elk's Alley	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sharrows
N Justice St	Powers Alley	Elk's Alley	Downtown	50'	11'	Parallel Both	6'	30'	Tree Grates 4.5'	Sharrows

*These streets also exhibit characteristics typical of a Downtown One-Way streetscape
**The right-of-way for US Hwy 64/4 Season Blvd ranges due to the elevated portion and separation of travel lanes
***Boxcar St and Maple St have wider actual rights-of-way to accommodate the railroad
**** 1 Travel Lane Private Streets: Kennedy Hill Ln, Kevin Ln, Kimbrell Farm Ln, Journey Ln, Jumping Jack Ln, and Walnut Tree Cir

We expanded the table from the Downtown Master Plan to include all of the Street Types for each street segment in the district along with the various elements required for each distinct street type.
Once you know the street segment your project is located along, you can reference the table, along with the Cross Sections, to determine the required attirbutes within that street type such as the width of sidewalk, on-street parking configuration, street tree location, etc.

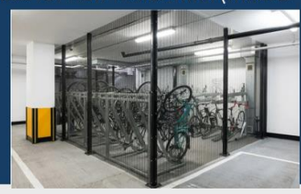


The second bucket is for Site Design.
In my opinion these first standards are the most fundamental aspect of the overlay design standards.
Each of these standards is based on the Street Character Type that the property fronts on. The different street types are categorized as Primary, Secondary or Tertiary. The min. and max setbacks and the required build-to-percentage on a lot will be dictated by the Frontage Type. Max setbacks ensure that buildings are maintained close to the sidewalk and the build-to-percentage ensures that substantial portions of the lot frontage will feature a building edge. These two requirements are not currently required in our C-1 and CMU districts though other provisions in those districts work towards a similar outcome. There are no such standards in I-1, C-2, & C-3.
In the DMP these Maximum Setback is called the "Build-to-Zone" – we changed this to simplify it. We also changed where the Setback is measured from to simplify it by measuring from the edge of the ROW as based on the ROW width found in the Street Type table. We recreated the diagram on the right from the diagram on pg. 106 of the DMP.

B. Parking — Site Design

1. **Surface Parking -** highly limited as standalone use, screened, to the rear
2. **Structured Parking** – for developments w/over 150 spaces. Liner buildings. Some design elements. Compact vehicle exceptions.
3. **Parking Maximums** – different for each district
4. **Trailhead Parking** – Only in 7th & Lower Trailhead. Not in NR Historic Districts. Max 10 spaces.
5. **Shared Parking** – Encouraged. For large lots, 10% required to be offered during off-peak hours
6. **Bicycle Parking** – Storage for multi-family (1/5). Racks for non-residential (max. 2 racks)

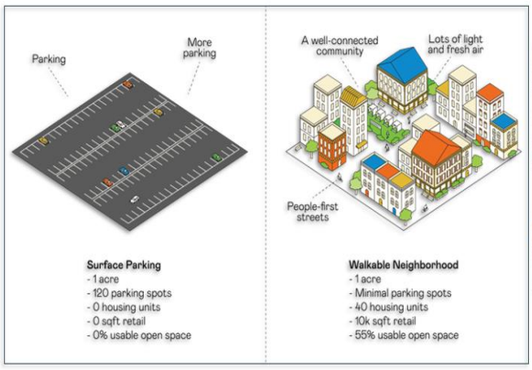




Site Design | Downtown Design Overlay | Parking

Additional Standard proposed for Site Desing include:
Parking is on pgs 112-113 in DMP.
- Standalone Surface Parking is proposed to only be permitted in Lower Trailhead and 7th Ave for Trailhead parking with max. of 10 spaces on a lot (trying to allow but discourage initially – can increase later). The key here is that we would be limiting "parking lots" as a standalone use. You can still have accessory surface parking lots for a principal use. You can also still have Structured Parking as a standalone use (think paid private parking garage).
- Structured Parking has design standards such as being wrapped in liner buildings and is required when a proposed development would require 150 parking spaces or more (or they can use Shared Parking)
- Parking Maximums are established based on the Character District with Lower Trailhead having highest allowance – We currently do not have any parking maximums with the exception of our Urban Residential and Urban Village Conditional Zoning Districts.
- Shared Parking is encouraged
- Bicycle Parking is required for multi-family and commercial uses

Surface Parking in the City Core





Click to add text | Click to add text | Click to add text

The standards for parking are just one part of the larger strategy within the standards of the overlay district which combine to enable better utilization of land, expansion of economic opportunities, increased housing, and improved mobility within the City Core. For example, on the left you see how the same amount of area can be utilized for surface parking vs a mix of other land uses. Now imagine what the graph for tax revenue would look like between these two scenarios. On the right you see a photo example of how both parking and activated structures can be utilized together.

Standards for: — Site Design

B. Access & Driveways – Minimize widths, 1 per 350', cross-connections

C. Service Areas – locate to rear, screen

D. Open Space - % of Site – amount depends on Character District, % required for Public Use based on land use

Amount of On-Site Open Space	% of Site
Main Street	5%
Downtown Edge	10%
7th Avenue	10%
Lower Trailhead	15%

Public Use of On-Site Open Space	% of Site
Commercial	50%
Mixed-Use	25%
Residential	Not Required



Click to add text | Click to add text

Access Standards help to limit curb-cuts and they require interconnectivity
Service Areas – must be screened
Open Space is required based on Character Area and can pick from long-list of different types

Building Design

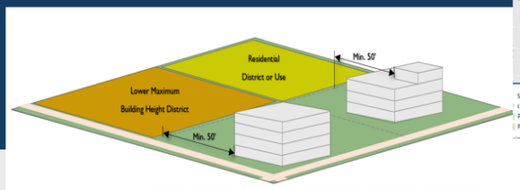
Standards for:

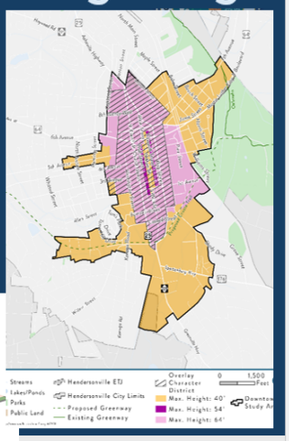
A. Building Height – Districts, Step-Backs

B. Façade Articulation – 40' Segments, Courtyard for longer buildings, Max 300'

C. Building Elements

- **A. Entrances** - Prominent
- **B. Windows** – Vertical, Recessed, Min. Coverage
- **C. Roofs** – Main St = Flat; 7th Non-Res + Mixed Use = Flat
- **D. Doors** – Recessed encouraged





Building Design | Downtown Design Overlay

Moving on to Building Design

Building Height is based on the building height map
– Step-backs required for transition to Residential and to lower height districts.
- Some areas zoned CMU (max height 64') are in the area proposed for 40' height limitation and therefore would have a decreased height allowance.

Façade Articulation required to provide architectural interest
Requirements for certain Building Elements provide standards for various architectural features - These standards are not much different or even less rigorous than what we already require in our Mixed Use Districts.

D. Ground Floor Activation – Transparent, Residential = Stoops/ Porches

E. Building Materials – Permitted & Prohibited Materials List, Brick 50% in Main & Downtown Edge

F. Drive-Throughs

G. Franchise Architecture – Prohibited / Uses still allowed just the architecture would have to conform

H. Signs – Moved to Sign Ord. Chapter. Prohibits digital, freestanding, internally illuminated, roof, painted over awnings. Allows wall, hanging, awning, painted. External illumination



Building Design | Downtown Design Overlay | Click to add text

Ground Floor Activation aims to have transparency (windows) and active uses along street frontage
Building Materials list what façade materials are permitted and which are prohibited – These standards are not much different than what we already require in our Mixed Use Districts.
Franchise Architecture is limited – The uses are still allowed but the copy/paste corporate building design would have to be modified to conform with the standards.
Drive-Through Facilities are currently not allowed except for in C-3 which is a small fraction of the DDO. We would not be able to further prohibit drive-throughs with the downzoning law in place. We can require the drive-throughs to be limited to the side and rear of buildings but that is already the way that most of these are designed.
Signs have standards to ensure compatibility

Additional Topics

Standards for:

A. Small Cell Facilities – Poles & Antennas

B. Permitted Uses

- **A. Do we prohibit first floor residential on Main St?**

- ~~Parking lots and p~~Parking garages
- Residential dwellings, single-family on upper floors only
- Residential dwellings, two-family on upper floors only
- Residential dwellings, multi-family, ~~subject to Supplementary Standards contained in this section~~ on upper floors only



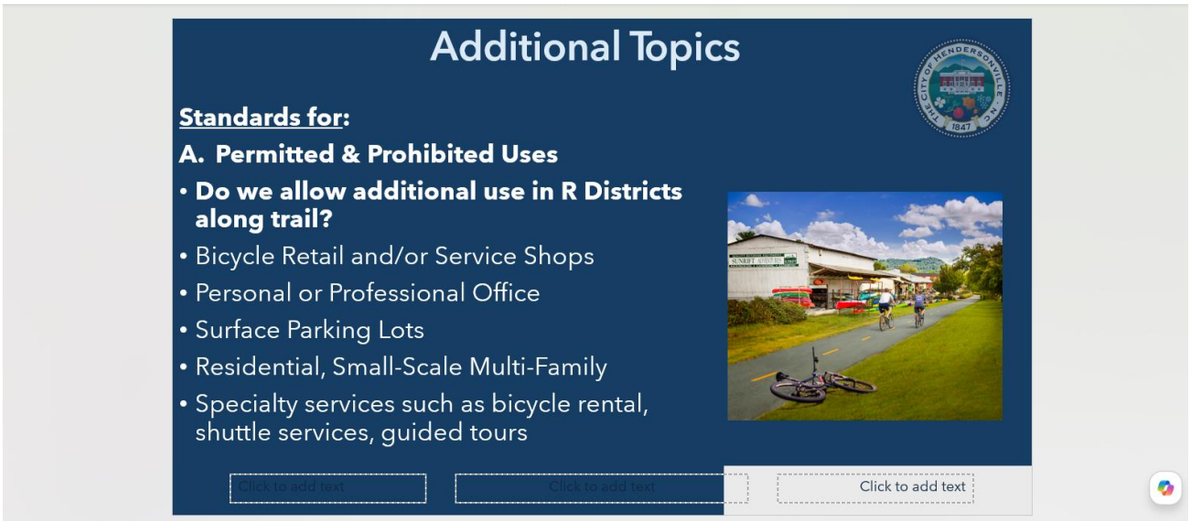
- Within the Main Street district, the ground floor shall be composed of commercial uses.
- Use of ground floors for private residences is discouraged within the Main Street and Downtown Edge districts, with exception for townhomes and brownstones, or for entry foyers to upper floor units.
- Private residence entries should incorporate features such as stoops, porches, etc.

Click to add text | Click to add text | Downtown Design Overlay

Small Cell Standards are needed City-Wide as we currently have none. Facilities have recently been installed in the ROW and additional applications are expected. Special design standards in the DDO are needed. This will be coming to you in a separate ordinance.

Regarding adjustments to permitted uses, residential uses on first floors are proposed to be limited to side streets in downtown. Based on feedback from City Council, we will likely have to revisit this with the DAB where some members have a desire to not eliminate this first floor use entirely within the Main Street Character Area. Another solution could be limiting residential uses along frontages. For instance, the standard could be to limit residential to upper floors only on Main St. frontages and on the side streets, residential could only be in the rear 50% of a first floor, in basements or in upper floors. This would retain the front 50% of ground floors for non-residential uses. Something to this effect:
Buildings within the Main Street Character Area shall primarily reserve ground floor space along street frontages for non-residential uses with residential uses confined to upper floors and basements. Alternatively, ground-floor residential dwellings may be permitted in the following special circumstances:

- Access: Access points to ground floor residential spaces may be located at any point on the front, side, or rear of a building. This may include an access point, leading to a space dedicated to a ground floor residential use, adjacent to an access point, dedicated for a ground floor non-residential space, along the primary street front.
- Frontage: Ground floor residential dwellings shall only front upon an alley and/or private open spaces or non-street public spaces. Frontage upon private property shall provide a permanent access easement to the closest public right-of-way.
- Use Area: No more than 50% of the gross floor area of a ground floor may be used for residential uses.



Considering economic development opportunities along our off-street trails, along with the DDO, the following uses have been considered within Residential Districts that are within the DDO boundaries and adjacent to the trail ROW – is this increase in intensity along our trails something that Council would support?
The following proposed Special Uses would be limited to those properties directly adjacent to a trail ROW and limited in size by the Supplementary Standards found in the Zoning Ordinance:



6. BOARDS/COMMISSIONS/COMMITTEE APPOINTMENTS

A. Council Appointments to Boards/Committees – *Jill Murray, City Clerk & John Connet, City Manager*

Council made appointments to the following boards/committees: Animal Services Advisory Committee, Blue Ridge ABC Board, Board of Adjustment, Business Advisory Committee, Downtown Advisory Board, Environmental Sustainability Board & the Tourism Development Authority (TDA) as follow:

Animal Services Advisory Committee

City Council Member Lyndsey Simpson moved the City Council to appoint Patricia McDuff to the Animal Services Advisory Board for a three-year term ending June, 2029. This will fill the ETJ vacancy. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved the City Council to appoint Joan Odean to the Animal Services Advisory Board for a three-year term ending June, 2029. This will fill the ETJ vacancy. A unanimous vote of the Council followed. Motion carried.

Blue Ridge ABC Board

City Council Member Melinda Lowrance moved the City Council to appoint James Welter to the Blue Ridge ABC Board for a three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

Board of Adjustment

City Council Member Lyndsey Simpson moved the City Council to appoint Kyle Gilgis as a regular member to the Board of Adjustment for a three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved the City Council to reappoint Brett Werner as an alternate member to the Board of Adjustment for a three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved the City Council to appoint Bob Pace as an alternate member to the Board of Adjustment for a three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved the City Council to appoint Aubrey Parks as an alternate member to the Board of Adjustment for a three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

Business Advisory Committee

City Council Member Melinda Lowrance moved that the City Council appoint Richard Reagen to the Business Advisory Committee for a three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

Downtown Mainstreet Advisory Committee

City Council Member Lyndsey Simpson moved the City Council to reappoint Joe Dinan as a Main Street member to the Downtown Mainstreet Advisory Committee for a three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved the City Council to appoint Yvonne Hill as a Main Street member to the Downtown Mainstreet Advisory Committee for a three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved the City Council to appoint Erica Hodges as a 7th Avenue member to the Downtown Mainstreet Advisory Committee for a partial three-year term ending June, 2027. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved the City Council to appoint Scott Gash as a 7th Avenue member to the Downtown Mainstreet Advisory Committee for a three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved the City Council to appoint Terry Young as a 7th Avenue member to the Downtown Mainstreet Advisory Committee for a three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved the City Council to appoint Gary Heisey as at-large member to the Downtown Mainstreet Advisory Committee for a partial three-year term ending June, 2027. A unanimous vote of the Council followed. Motion carried.

City Council Member Lyndsey Simpson moved the City Council to reappoint Nancy Neikirk as at-large member to the Downtown Mainstreet Advisory Committee for a partial three-year term ending June, 2029. A unanimous vote of the Council followed. Motion carried.

ESB Board

City Council Member Gina Baxter moved the City Council to reappoint Jill Carter as an at-large member to the Environmental Sustainability Board for a three-year term which will expire in June, 2029. A unanimous vote of the Council followed. Motion carried.

City Council Member Gina Baxter moved the City Council to reappoint Joey Burnett as an at-large member to the Environmental Sustainability Board for a three-year term which will expire in June, 2029. A unanimous vote of the Council followed. Motion carried.

City Council Member Gina Baxter moved the City Council to appoint John Carr as a city member to the Environmental Sustainability Board for a three-year term which will expire in June, 2029. A unanimous vote of the Council followed. Motion carried.

Tourism Development Authority (TDA)

City Council Member Melinda Baxter moved the City Council to appoint Laura Rice to fill seat 4 of the Tourism Development Authority for a five-year term which will expire in June, 2031. A unanimous vote of the Council followed. Motion carried.

7. ADJOURN

There being no further business, the meeting adjourned at 5:51p.m. upon unanimous assent of the Council. No further action was taken.

_____
Jennifer Hensley, Mayor Pro Tem

ATTEST:

_____
Jill Murray, City Clerk

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Matthew Manley

MEETING DATE: July 2, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Community Development

TITLE OF ITEM: Annexation: Certificate of Sufficiency- 0 Merriman Rd (Lots 85, 86, 87) | 26-35-ANX – *Matthew Manley, AICP | Long-Range Planning Manager*

SUGGESTED MOTION(S):

I move Council to accept the City Clerk's Certificate of Sufficiency for the petition submitted by Greg Grooms of Blue Pinnacle Homes, LLC and Juan Carlos Borges and set August 6, 2026, as the date for public hearing.

SUMMARY: *File # C22-78-ANX*

The City of Hendersonville has received a petition from Greg Grooms of Blue Pinnacle Homes, LLC and Juan Carlos Borges for contiguous annexation of a 0.5 acre parcel (PIN: 9569-37-3239) located on Merriman Ave in the Greater Druid Hills area. 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.

PROJECT/PETITIONER NUMBER:	• C22-78-ANX
PETITIONER NAME:	• Greg Grooms, Blue Pinnacle (Applicant) • Juan Carlos Borges (Owner)
ATTACHMENTS:	1. Certificate of Sufficiency 2. Resolution Setting Public Hearing 3. Annexation Plat 4. Typed Legal Description 5. GIS Map 6. Deed 7. Annexation Application

CERTIFICATE OF SUFFICIENCY

Re: Petition for Contiguous Annexation
Petitioners: Greg Grooms, Blue Pinnacle (Applicant)
Juan Carlos Borges (Owner)
File No: 26-35-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina:
I, Jill Murray, City Clerk, being first duly sworn, hereby certify that:

1. A petition has been received for contiguous annexation of property consisting of +/- 0.50 acres located on Merriman Rd in Hendersonville, NC, being tax parcel PIN 9569-37-3239, and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."

2. An investigation has been completed as required by N.C.G.S. § 160A-31 of the Petition for compliance with the requirements of N.C.G.S. § 160A-31.

Based upon this investigation, I find that

1. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein.
2. The Petition was prepared in substantially the form prescribed by 160A-31(b).
3. The area described in the petition is contiguous to the City of Hendersonville's primary corporate limits, as defined by N.C.G.S. 160A-31(f).
4. The area for annexation meets all other requirements defined in NC 160A-31 regarding the character of the area to be annexed.

Having made the findings stated above, I hereby certify the Petition appears to be valid.

In witness hereof, I have set my hand and the City Seal on this the _____ day of _____, 2026.

(City Seal)

_____
Jill Murray, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Lying and being at the intersection of Merriman Road and Dennis Taylor Lane in Hendersonville, North Carolina.

Beginning at an Iron rod found having the NC grid coordinates of N:597392.12 E:963287.92. Said Iron rod found also being found S 21°28’ 52” W 3459.29’ from NC Grid monument RV 45. Thence from the beginning point and with the property now owned by Gregory Pittillo and wife Sharon Pittillo Deed Book 4279 Page 463, S 68°18'12" E 148.66' to an Iron rod found in the west margin of the 40’ right-of-way of Dennis Taylor Lane;

Thence with the margin of Dennis Taylor Lane S 21°48'59" W 148.90' to an Iron rod found at the intersection of said west margin of Dennis Taylor Lane and the north margin of the 40’ right-of-way of Merriman Road; Thence with said north margin of Merriman Road N 68°04'16" W 147.06' to an Iron pipe found; Thence leaving the said margin and with the property now owned by Thomas Drake and Deborah Herring Deed Book 1322 Page 783, N 21°11'53" E 148.31' to the beginning. Being 0.50 acres

Resolution #__-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION PURSUANT TO G.S. 160A-31

WHEREAS, a petition requesting annexation of the contiguous area described herein has been received; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the contiguous area described herein will be held at the City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. August 6th, 2026, or as soon thereafter as it may be heard.

Section 2. The area proposed for annexation is described as follows:

Being all of that real property consisting of PIN 9569-37-3239 described in the plat recorded in Book 2023- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PIN 9569-37-3239 being described by metes and bounds as follows:

Lying and being at the intersection of Merriman Road and Dennis Taylor Lane in Hendersonville, North Carolina.

Beginning at an Iron rod found having the NC grid coordinates of N:597392.12 E:963287.92. Said Iron rod found also being found S 21°28’ 52” W 3459.29’ from NC Grid monument RV 45. Thence from the beginning point and with the property now owned by Gregory Pittillo and wife Sharon Pittillo Deed Book 4279 Page 463, S 68°18'12" E 148.66' to an Iron rod found in the west margin of the 40’ right-of-way of Dennis Taylor Lane;

Thence with the margin of Dennis Taylor Lane S 21°48'59" W 148.90' to an Iron rod found at the intersection of said west margin of Dennis Taylor Lane and the north margin of the 40’ right-of-way of Merriman Road; Thence with said north margin of Merriman Road N 68°04'16" W 147.06' to an Iron pipe found; Thence leaving the said margin and with the property now owned by Thomas Drake and Deborah Herring Deed Book 1322 Page 783, N 21°11'53" E 148.31' to the beginning. Being 0.50 acres

Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

Re: Petition for Contiguous Annexation
Petitioners: Greg Grooms, Blue Pinnacle (Applicant)
Juan Carlos Borges (Owner)
File No: 26-35-ANX

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July 2026.

Attest:

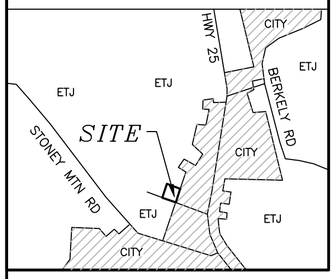
_____
Barbara G. Volk, Mayor, City of Hendersonville

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

VICINITY MAP
(NOT TO SCALE)



NC GRID NORTH
NAD 83 (2011)

NCGS – RV 45
N: 600642.29
E: 964566.98

N 21°28'52" E
3459.29'

IRF
N: 597392.12
E: 963287.92

9569–37–3328
GREGORY LANE PITTILLO and wife,
SHARON MESSICK PITTILLO
DB. 4279, PG. 463
PB. 2025, SL. 15069

PROPOSED ANNEXATION BOUNDARY

UP
S 68°18'12" E 148.66'
OHW

IRF
UP

9569–37–1229
THOMAS E. DRAKE and,
DEBORAH C. HERRING
DB. 1322, PG. 783
PC. B, SL. 168

PROPOSED ANNEXATION BOUNDARY
N 21°11'53" E 148.31'

21972 Sq. Ft.
0.50 Acres

S 21°48'59" W 148.90'

EXISTING CITY BOUNDARY

DENNIS TAYLOR LN
40' R/W – PUBLIC

EXISTING CITY BOUNDARY

IPF

UP
N 68°04'16" W 147.06'
PROPOSED ANNEXATION BOUNDARY

WATER MANHOLE

IRF
UP

MERRIMAN RD
40' R/W – PUBLIC

9569–37–4119
J. DENNIS TAYLOR and wife,
LILLIAN C. TAYLOR
DB. 802, PG. 433

9569–37–2029
MARK CIVIOK
DB. 3774, PG. 296
PC. B, SL. 168

EXISTING CITY BOUNDARY

Certification

I, Travis Abel, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in deed books as shown); that the boundaries not surveyed are clearly indicated as drawn from information found in Henderson County GIS; that the positional accuracy exceeds 0.10 feet at a 95% confidence level; that this plat was prepared in accordance with g.s. 47–30 as amended.

In accordance with G.S. 47–30(f)(11)(c)(1), That the survey is of an existing parcel or parcels of land or one or more existing easements and does not create a new street or change an existing street.

I also certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

(1) Class of Survey: Class "A"
(2) Positional Accuracy: H=0.06' V=0.09'
(3) Type of GPS Field Procedure: VRS
(4) Dates of Survey: 04/27/2026
(5) Datum/Epoch: NAD 83(2011)/Epoch 2010
(6) Published/Fixed–Control used: NC CORS System
(7) Geoid Model: Geoid 18
(8) Combined Grid Factor: 0.99977520
(9) Units: US Survey Foot

Travis Abel
Digitally signed by Travis Abel
Date: 2026.05.14 09:00:29 -04'00'

Travis W. Abel PLS L–5289
This the 14th day of May 2026

NORTH CAROLINA PROFESSIONAL SEAL L–5289 LAND SURVEYOR TRAVIS W. ABEL

This plat represents the area being annexed to the City of Hendersonville, NC pursuant to NCGS 160A–31, by ordinance duly adopted (Annexation Ordinance _____)

Date _____ Jill Murray, City Clerk

Purpose Statement

The purpose of this plat is to annex pin#9569–37–3239 (0.50 contiguous acres) into the City of Hendersonville as shown n this survey.

Current Owners:

Pin#: 9569–37–3239
Juan Carlos Borges
48 Kennedy Rise
Hendersonville, NC 28792

LEGEND

IPF	=	Iron pipe found
IRF	=	Iron rod found
IRS	=	Iron rod set
●	=	Calculated property corner not found or staked in field
DB.	=	Deed Book
PG.	=	Page
PB.	=	Plat Book
PC.	=	Plat Cabinet
PB.	=	Plat Book
PC.	=	Plat Cabinet
SL.	=	Slide
SqFt	=	Square Feet
R/W	=	Right–of–way
N.C. Grid	=	North Carolina Grid Coordinate System
NCGS	=	North Carolina Geodetic Survey
NAD	=	North American Datum
— OHW —	=	Overhead wire
— S —	=	Sewer line
— W —	=	Water line
— G —	=	Gas line
MH	=	Manhole
Co	=	Clean out
WM	=	Water meter
UP	=	Utility pole
CMP	=	Corrugated metal pipe
(MH)	=	Manhole
(WM)	=	Water Meter

This plat represents a survey of the property standing name of Juan Carlos Borges, Reference Deed Book 4410 Page 235.

This property does not lie within a special flood hazard zone. As shown on FEMA–FIRM map#3700956900J Dated 10/2/2008.

All bearings are NC Grid. All distances are grid distances, to obtain ground distances apply the combined scale factor.

Reference : Plat Book 2023, Slide 15069.

Parcel ID No. = 9569–37–3239

Annexation Plat for the

City of Hendersonville

at Merriman Road and Dennis Taylor Lane
Owner: Juan Carlos Borges
City of Hendersonville ETJ, Henderson County, North Carolina

Abel Land Surveying PLLC P–3028
1449 Glenheath DR, Hendersonville, NC 28791 (828)699–3954

20' 0 20' 40' 60' 80' 100'

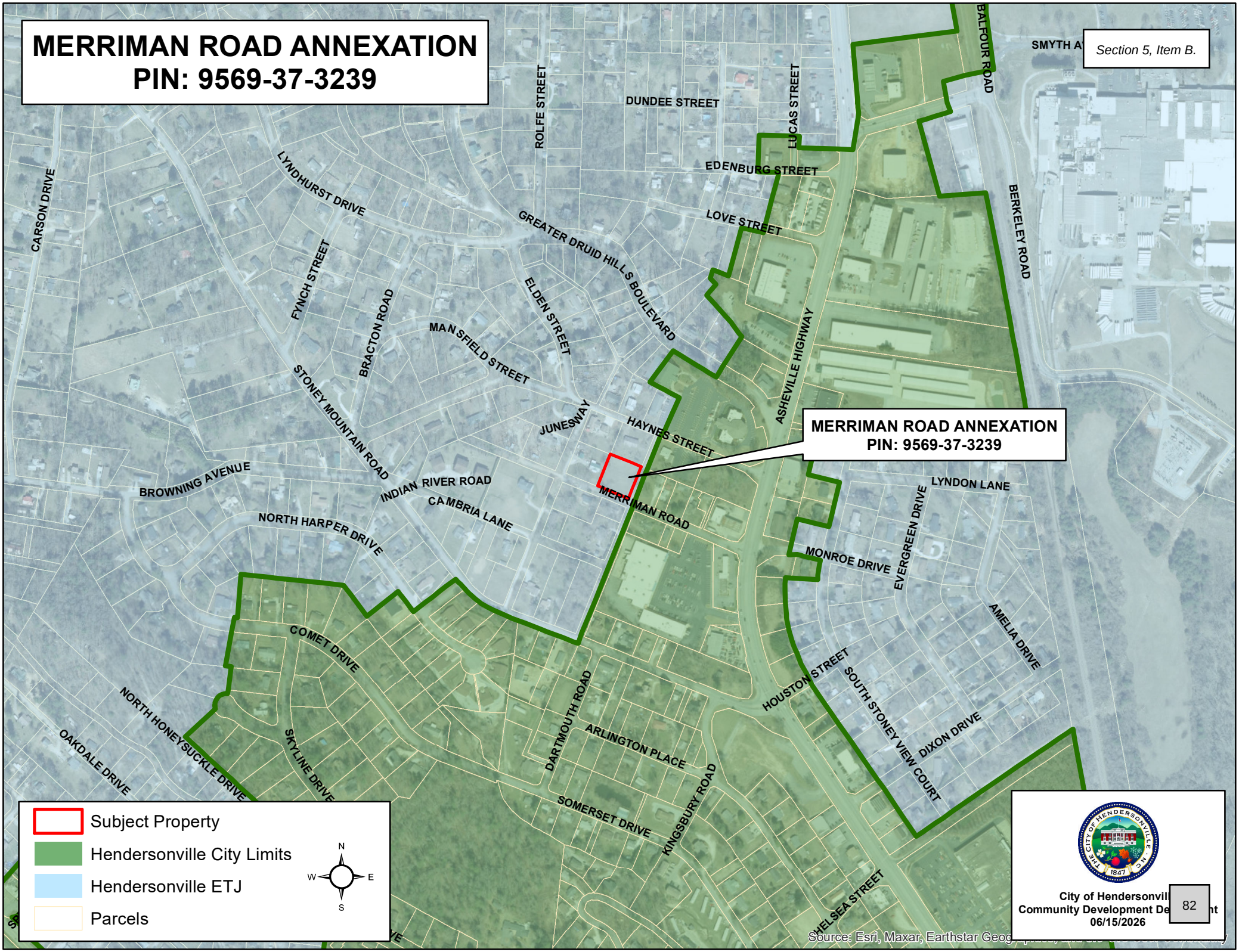
SCALE: 1" = 20' Job No. 26048 Date: May 14, 2026

Exhibit A

Lying and being at the intersection of Merriman road and Dennis Taylor Lane in Hendersonville, North Carolina.

Beginning at an Iron rod found having the NC grid coordinates of N:597392.12 E:963287.92. Said Iron rod found also being found S 21°28’ 52” W 3459.29’ from NC Grid monument RV 45. Thence from the beginning point and with the property now owned by Gregory Pittillo and wife Sharon Pittillo Deed Book 4279 Page 463, S 68°18'12" E 148.66' to an Iron rod found in the west margin of the 40’ right-of-way of Dennis Taylor Lane; Thence with the margin of Dennis Taylor Lane S 21°48'59" W 148.90' to an Iron rod found at the intersection of said west margin of Dennis Taylor Lane and the north margin of the 40’ right-of-way of Merriman Road; Thence with said north margin of Merriman Road N 68°04'16" W 147.06' to an Iron pipe found; Thence leaving the said margin and with the property now owned by Thomas Drake and Deborah Herring Deed Book 1322 Page 783, N 21°11'53" E 148.31' to the beginning. Being 0.50 acres

MERRIMAN ROAD ANNEXATION
PIN: 9569-37-3239



City of Hendersonvill
Community Development De nt
06/15/2026

BK 4410 PG 235 - 237 (3) DOC# 1001045989
This Document eRecorded: 03/16/2026 09:31:52 AM
Fee: $26.00
Henderson County, North Carolina Tax: $190.00
William Lee King, Register of Deeds

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: **$190.00** Recording Time, Book and Page

Tax Map No. Parcel Identifier No. 10013736

Mail after recording to: The Lyda Law Firm – 308 Martin Luther King Jr. Blvd. Hendersonville, NC 28792

This instrument was prepared by: Jack Lyda – The Lyda Law Firm –

THIS DEED made this 13th day of March, 2026 by and between

GRANTOR

GREGORY LANE PITTILLO and wife,
SHARON MESSICK PITTILLO

6620 Pleasant Pine Court,
Wilmington, NC 28403

GRANTEE

JUAN CARLOS BORGES, married

48 Kennedy Rise,
Hendersonville, NC 28792

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Henderson County, North Carolina and more particularly described as follows:

BEING all of that property described on the Exhibit "A" attached hereto and incorporated herein.

Submitted electronically by "Jack Lyda PLLC"
in compliance with North Carolina statutes governing recordable documents
and the terms of the submitter agreement with the Henderson County Register of Deeds.

All or a portion of the property hereinabove described was acquired by Grantor by instrument recorded in Book 4279, Page 466, Henderson County Registry.

A map showing the above-described property is recorded in Plat Slide 15069, Henderson County Registry and referenced within this instrument.

The above-described property ☐ does ☒ does not include the primary residence of the Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

Title to the property hereinabove described is subject to the following exceptions:

Henderson County ad valorem taxes for 2026, and subsequent years, which are a lien, but not yet due and payable, easements, rights of way, zoning and use, statutes, regulations, and restrictions of record.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officer(s), the day and year first above written.

Gregory Lane Pittillo (SEAL)
Gregory Lane Pittillo

Sharon Messick Pittillo (SEAL)
Sharon Messick Pittillo

STATE OF NORTH CAROLINA – COUNTY OF New Hanover

I, Jacob Anderson, the undersigned Notary Public of the County and State aforesaid, certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document for the purposes therein expressed: Gregory Lane Pittillo and wife, Sharon Messick Pittillo

Witness my hand and official stamp or seal, this the 6 day of March, 2026.

My Commission Expires: Sept 11, 2027

Notary Public

Print Notary Name: Jacob Anderson

JACOB ANDERSON
Notary Public
North Carolina
New Hanover County

BK 4410 PG 235 - 237 (3) DOC# 1001045989

EXHIBIT "A"

BEING all of that 0.50 acres +/-, as shown on that Plat of Survey which is titled "Recombination Survey for Gregory Lane Pittillo & Sharon Messick Pittillo", prepared by Ownbey Land Surveying, PLLC on July 17, 2023 as Job #230616, and having been recorded in Plat Book 2023, Slide 15069, Henderson County Registry; reference to which is hereby made for a more definite description.

TOGETHER WITH and SUBJECT TO easements, rights of way and all other such matters as shown on the above-referenced plat and further of record in the Henderson County Registry.

ALSO BEING the identical property conveyed in a Deed from Gregory Lane Pittillo and wife, Sharon Messick Pittillo to Gregory Lane Pittillo and wife, Sharon Messick Pittillo recorded on April 16, 2025, in Book 4279, Page 466, Henderson County Registry.

Pin: 10013736

For use by Principal Authority / Para uso de la Autoridad Principal
Cloudpermit application number / Número de solicitud de Cloudpermit US-NC30720-P-2026-68
PIN / Número de rollo 9569373239
Application submitted to / Solicitud presentada a Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte

Description of Subject Property
Address / Dirección 0 NO ADDRESS ASSIGNED
Municipality / Municipio Hendersonville, NC, North Carolina / Hendersonville, NC, Carolina del Norte
PIN / Número de rollo 9569373239

Purpose of Application
Application type / Tipo de solicitud Annexation — Contiguous

Applicant		
Last name / Apellido Grooms	First name / Nombre de pila Greg	Corporation or partnership / Corporación o sociedad
Street address / Dirección de la calle 1207 Kanuga Rd	Unit number / Número de unidad	Lot / Con.
Municipality / Municipio Hendersonville	State / Provincia NC	ZIP code / Código postal 28739
Other phone / Otro teléfono		Mobile phone / Teléfono móvil +1 8283012600
Fax		Email / Correo electrónico [redacted]

Property owner		
Last name / Apellido Borges	First name / Nombre de pila Juan	Corporation or partnership Corporación o sociedad
Street address / Dirección de la calle 48 Kennedy Rise	Unit number / Número de unidad	Lot / Con.
Municipality / Municipio Hendersonville	State / Provincia North Carolina	ZIP code / Código postal 28791
Other phone / Otro teléfono	Mobile phone / Teléfono móvil +1 8282167321	
Fax	Email / Correo electrónico [redacted]	

Applicant-Company Information		
Applicant Name: Greg Grooms	Company Name: Blue Pinnacle Homes, LLC	Authorized Representative Title (if applicable) Owner

Property Owner-Company Information		
Property Owner Name: Juan C. Borges	Company Name (if applicable, check corresponding box below)	Authorized Representative Title (if applicable)

Declaration and Signatures

Applicant

I, Greg Grooms (The Applicant), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Applicant is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Signature of the applicant acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Digitally signed on 04/30/2026, 12:08:09 PM EDT by Greg Grooms. / Firmado digitalmente el 30/4/26 12:08:09 EST por Greg Grooms.

Property owner

I, Juan Borges (The Property owner), do hereby declare that the information contained in this application, the attached schedules and forms, the attached plans and specifications, and other attached documentation is true to the best of my knowledge. If a permit is granted, I agree to comply with Local Ordinances and the conditions of the permit. If the Property owner is a corporation or partnership, I have the authority to bind the corporation or partnership by signing off, I understand that it constitutes a legal signature confirming that I acknowledge and agree to the above declaration.

Property owner hereby grants permission to the City of Hendersonville personnel to enter the subject property for any purpose required in processing this application. If signed by an agent on behalf of the Owner, this petition MUST be accompanied by a Limited Power of Attorney signed by the property owner (s) and notarized, specifically authorizing the agent to act on the owner (s) behalf in signing this application. Failure of each owner, or their duly authorized agent, to sign, or failure to include the authority of the agent signed by the property owner, will result in an INVALID APPLICATION.

Signature of the property owner acknowledges that if the property is rezoned, the property involved in this request is bound to the use(s) authorized, the approved site plan and any conditions imposed, unless subsequently changed or amended as provided for in the Zoning Ordinance.

Digitally signed on 04/30/2026, 12:42:04 PM EDT by Juan Borges. / Firmado digitalmente el 30/4/26 12:42:04 EST por Juan Borges.

Property Information

Property Address	Parcel Identification Number (PIN)
	9569373239

Does this property currently adjoin the present corporate City limits (not satellite limits)?	Is the property within the City's Extra Territorial Jurisdiction?	Are you declaring any site-specific vested right with respect to the properties subject to this petition as established under G.S. 160D-108.1?
☑ Yes ☐ No	☑ Yes ☐ No	☐ Yes ☑ No

Reason for Annexation:

Blue Pinnacle Homes, LLC, in representation of the owner, Juan C. Borges, is submitting a request to annex this property into the city water-city sewer system. Sewer engineering design will be submitted upon completion of annex approval. Current system is approx 100' from property on Merriman Rd. Water supply lines run on both streets adjacent to property (Merriman and Dennis Taylor).

Applicant (Developer) Company Information

Authorized Representative Name:	Company Name (if applicable, check corresponding box below)
Greg Grooms	Blue Pinnacle Homes, LLC

Company Type:

☐ Corporation: ☑ Limited Liability Company: ☐ Trust:

☐ Partnership: ☐ Other:

If other:

Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)

Owner

Property Owner Company Information (if different from Applicant)

Authorized Representative Name:	Company Name (if applicable, check corresponding box below)
Juan C. Borges	

Company Type:

☐ Corporation: ☐ Limited Liability Company: ☐ Trust:

☐ Partnership: ☑ Other:

If other:

Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey **MEETING DATE:** 7/2/2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance, WTP

TITLE OF ITEM: Sole Source and Standardization Purchase of Orthophosphate- *Logan Hickey, Ricky Levi*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of Orthophosphate for the City Water Treatment Plant*.

SUMMARY:

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant. The WTP utilizes Orthophosphate. Orthophosphate is required by the state for corrosion control. Orthophosphate is a proprietary blend called 70/30 Ortho Poly with a total PO4 value of 36 percent. This blend is only available from one source of supply. While there are alternative products in the market, no other vendors offer this particular blend. We have used this blend for roughly 15-20 years and utilizing a different blend would create a need to for an entirely new corrosion study with the state and the changeover would take 3-6 months to replace within the distribution system. This would significant budgetary overages, would cause regulatory issues with the state, and would cause issues with corrosion control (ie. Lead and copper). Thus, standardization of this sole source blend is required. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff are requesting to continue to utilize Worx on Orthophosphate City-wide by asking that Council approve this sole source, standardization request.

BUDGET IMPACT: $65,000.00

Is this expenditure approved in the current fiscal year budget? Yes

ATTACHMENTS:
Resolution

Sole Source Letter
Vendor Quote
Usage Estimates

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION PURCHASE OF ORTHOPHOSPHATE FOR THE WATER TREATMENT PLANT

WHEREAS, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant; and,

WHEREAS, the City's WTP utilizes Orthophosphate; and,

WHEREAS, Orthophosphate is required by the state for corrosion control; and,

WHEREAS, Orthophosphate is a proprietary blend called 70/30 Ortho Poly with a total PO4 value of 36 percent; and,

WHEREAS, This Orthophosphate blend is only available from one source of supply and needs to be standardized for use at the City. While there are alternative products in the market, no other vendors offer this particular blend; and,

WHEREAS, the City has used this blend for roughly 15-20 years and utilizing a different blend would create a need to for an entirely new corrosion study with the state and the changeover would take 3-6 months to replace within the distribution system. This would significant budgetary overages, would cause regulatory issues with the state, and would cause issues with corrosion control (ie. Lead and copper); and,

WHEREAS, NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract; and,

WHEREAS, staff are requesting to continue to utilize Worx on Orthophosphate City-wide by asking that Council approve this sole source and standardization request; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Orthophosphate from Worx for FY26/27 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July, 2026.

_____

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

Worx, LLC

May 13, 2026

To whom it may concern:

This letter certifies that WaterWorx 5.300 is a proprietary orthophosphate blend that was formulated by John Walsh and is manufactured by his company Worx in Charlotte, NC specifically for the water quality and corrosion control program of Hendersonville, NC.

The product is NSF certified against Std 60 for Drinking Water Use and we have specialized in blending phosphate blends since 1987. Worx is sole source for this product and does not have any distributors for the State of North Carolina.

Sincerely,

Signed

John C. Walsh
President

2010 Sterling Rd, Charlotte, NC 28209

worxblends@gmail.com 17049508624

From: John Walsh
To: Levi, Ricky
Subject: Phosphate pricing for FY2027
Date: Wednesday, May 13, 2026 11:44:46 AM

Be Advised: This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ricky- Current phosphate pricing for FY 2026 has been $6.50 per gallon including delivery.

We did not increase pricing last year although we absorbed tariffs of 10%.

Due to the Iranian conflict, China has restricted phosphate exports and the global supply of phosphates on fertilizer and purified phosphates for food and drinking water has tightened significantly, sending raw material prices up an equivalent of 70 cents per gallon of WaterWorx 5.300 that you feed.

As a result our pricing for WaterWorx 5.300 will increase 35 cents per gallon to $6.85 per gallon delivered for FY2027.

We appreciate your business and will continue to strive for the best in product performance, technical service and pricing for the City of Hendersonville.

Respectfully submitted and signed John Walsh

--
John Walsh
President
Worx, LLC, InstantMPY®
704-905-8624
worxblends@gmail.com
www.instantmpy.com
https://www.linkedin.com/in/john-walsh-388425213

Ortho Phosphate Estimated Usage & Cost FY27

Avg usage estimated @ 25 plus gallons per day over the year.

25 gallons per day X 365 days = 9,125 gallons per year

Cost per gallon $6.85 X 9,125 = $62,506.25 per year estimated

PO for $65,000 to cover any market or tariff related issues

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey **MEETING DATE:** 7/2/26

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance, WTP

TITLE OF ITEM: Purchase of Chlorine- *Logan Hickey, Ricky Levi*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the continued Purchase of Chlorine for the City Water Treatment Plant*.

SUMMARY:

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant. The WTP utilizes utilizes chlorine. Chlorine is required by the state for certain levels in the treatment train for certain CT/Contact Times and a certain residual level must be maintained in the distribution system. Additionally, there are no other suppliers in our region. If we did go outside of our region – product availability, cost, and safety would be an issue.

Requesting department has been looking for additional chlorine suppliers each year. When current staff took over position, staff was informed by other staff that there weren't any suppliers/vendors close enough that could provide chlorine in the containers nor amount used by the City. Requesting department has made several attempts to locate additional suppliers and has inquired to everyone in the industry contacts – with no success. Additionally, requesting department has also brought in Brenntag chemical in the past to look things over. It was learned that the vendor is unable to supply the amount needed by the City in ton containers and is not equipped to supply currently. This was basically the only lead requesting department had, and this vendor is not located in NC. The others with applicable capabilities were in either Florida or South Georgia. They, however, have to keep their regional customers supplied, so the City would not have a place of priority if that route was selected. The cost would also be higher due to shipping. In addition to increased cost, this distance is not in line with best safety practices.

Additionally, the City's RMP Risk Management Plan (which is filed with the USEPA, NCDEQ) and Emergency Management require certain safety training along with training at City facilities to be documented. The inspectors are more pleased when you stick with the same vendor as much as possible from a safe handling aspect.

Overall, there are no other viable options other than JCI Jones Chemical (out of Charlotte, NC) who can provide chlorine gas in the ton containers and in the volume the City requires for water treatment disinfection at the City's 15 million per gallon a day rated water treatment facility. The City uses 2000 lb. cylinders and one ton will last about 10 days. The City's maximum allowed facility storage amount

at any one time is 8 tons/16,000 lbs. This is regulated by the State and Federal government. The current market price is $2214 per ton delivered. The volatile market is continuing at this time. Therefore, we are seeking council approval to continue use of JCI Jones Chemicals in order to ensure that we are able to consistently source this chemical safely and to ensure effective operation of our facilities.

BUDGET IMPACT: $67,000.00

Is this expenditure approved in the current fiscal year budget? Yes

ATTACHMENTS:
Resolution
Chemical Usage Estimates
Chlorine Research Context Letter from Department Head

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE PURCHASE OF CHLORINE FOR THE WATER TREATMENT PLANT

WHEREAS, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant; and,

WHEREAS, the City's WTP utilizes Chlorine; and,

WHEREAS, Chlorine is required by the state for certain levels in the treatment train for certain CT/Contact Times and a certain residual level must be maintained in the distribution system; and,

WHEREAS, there are no other suppliers in our region. If we did go outside of our region – product availability, cost, safety, and would be an issue; and,

WHEREAS, Requesting department has been looking for additional chlorine suppliers each year. When current staff took over position, staff was informed by other staff that there weren't any suppliers/vendors close enough that could provide chlorine in the containers nor amount used by the City. Requesting department has made several attempts to locate additional suppliers and has inquired to everyone in the industry contacts – with no success. Additionally, requesting department has also brought in Brenntag chemical in the past to look things over. It was learned that the vendor is unable to supply the amount needed by the City in ton containers and is not equipped to supply currently. This was basically the only lead requesting department had, and this vendor is not located in NC. The others with applicable capabilities were in either Florida or South Georgia. They, however, have to keep their regional customers supplied, so the City would not have a place of priority if that route was selected. The cost would also be higher due to shipping. In addition to increased cost, this distance is not in line with best safety practices; and,

WHEREAS, the City's RMP Risk Management Plan (which is filed with the USEPA, NCDEQ) and Emergency Management require certain safety training along with training at City facilities to be documented. The inspectors are more pleased when you stick with the same vendor as much as possible from a safe handling aspect; and,

WHEREAS, overall, there are no other viable options other than JCI Jones Chemical (out of Charlotte, NC) who can provide chlorine gas in the ton containers and in the volume the City requires for water treatment disinfection at the City's 15 million per gallon a day rated water treatment facility. The City uses 2000 lb. cylinders and one ton will last about 10 days. The City's maximum allowed facility storage amount at any one time is 8 tons/16,000 lbs. This is regulated by the State and Federal government. The current market price is $2,214 per ton delivered. The volatile market is continuing at this time. Therefore, we are seeking council approval to continue use of JCI Jones Chemicals in order to ensure that we are able to consistently source this chemical safely and to ensure effective operation of our facilities; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that the City's Water Treatment Plant is authorized to continue to utilize JCI Chemical as the source for Chlorine for Fiscal Year 2026/2027.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July, 2026.

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

April 2, 2026

PLEASE SIGN AND RETURN BY 4/13/26
TO AVOID POSSIBLE SHIPMENT DELAYS

Hendersonville NC

Dear Customer:

Raw material cost increases were recently issued by the Producers of Chlorine. It is necessary for us to pass those increases on to our customers.

Effective **April 15, 2026** your **Chlorine Tons** price must increase to **$2,214** Each. All other terms & conditions will remain the same.

Please know that while we do everything in our power to keep increases to a minimum, we have no control over Producer operations or raw material cost increases.

Thank you for your continued cooperation and understanding.

Sincerely,

JCI Jones Chemicals, Inc

JCI Jones Chemicals, Inc
Charlotte NC Branch

Please sign below and return via email to charlotte@jcichem.com or return via fax to (704) 392-7412.

Accepted by: _____ Date: 4-6-2026

Chlorine Estimated Usage & Cost FY27

365 days / 12 days avg. usage per ton cylinder = 30 tons per year

30 tons x $2,214.00 per ton = $66,420.00 per year cost estimated

Round up to $67,000 per year on Purchase Order.

Some additional thoughts & explanation:

The coming year we will have to plan for at least normal flows and storm/turbidity events and demands for disinfection. We are hopefully bringing online a new water source ***(French Broad River)*** which is known to be a bit more turbid and will have a higher demand for water treatment/disinfection which will require the use of greater levels of chlorine for disinfection purposes and currently we can only speculate as to how it will impact these numbers, we know it will increase them just not sure to what degree as yet. Another factor is depending on how the orders break down because we order in numbers of 4 tons at a time as (4 tons are our minimum order requirement for a delivery).

Chlorine research summary and justification letter FY27

I have had several phone conversations and face to face meetings with different Chemical company representatives and these all continue to reinforce what we saw last year and previous years as well as this current year that there have been very little to no change in the situation concerning price and product availability. We have still seen a very slight increase in price but there seems to be stability in pricing compared to the last few years. Availability seems to remain a concern across the entire country and the regional availability that affects us has remained unchanged in that the only place we have product availability in ton containers is JCI Jones Chemical located in Charlotte NC. This has not changed as we have been reminded of as we reached out yet again this year. I have mentioned to those in the industry to please keep a watch for us as the year goes on and to please alert me if anything does change so we can make any preparations as needed. We have heard that not only is the chlorine availability an issue but also the ton containers themselves have been a point of concerning their availability. Here is the link for the article I have shared in the past from The US EPA and is their most up to date information and reflects the unchanged market as mentioned above Status of Chlorine Product Availability and Pricing | US EPA. These facts have not changed since last year's letter as well the EPA article and maps are still the most current information available.

To summarize where we are:

We are required to feed chlorine as a disinfectant and are permitted to feed ton cylinders of gas chlorine as can store as many as 8 tons while using a vacuum system to feed it. We are carefully monitored by the EPA and other agencies and maintain all *RMP* Risk Management Plan requirements. There is basically only one company that has availability of chlorine in one-ton containers in this region. There may be other vendors in different areas of the United States but it would not make economic sense to try and ship it this far and the hazmat liabilities would be a consideration even if other companies would service outside their region which most if any would not.

Ricky Levi

Water Treatment Manager

June 12, 2026

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey **MEETING DATE:** 7/2/2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** W&S Operations

TITLE OF ITEM: Purchase of Water and Sewer Operations Inventory and Parts- *Logan Hickey, Chad Freeman*

SUGGESTED MOTION(S):

I move City Council adopt *the Resolution by the City of Hendersonville City Council to authorize the addition of Group Purchasing Organization Contract # 040825-CAM to our inventory contract list. I also move City Council to adopt the Resolution to authorize FY27 inventory budgeted Group Purchasing Organization contract spending for the City's Water and Sewer Operations under these four contracts.*

SUMMARY:

Finance Department is submitting this in collaboration with and on behalf of City Water/Sewer Operations. The City of Hendersonville Operations Department utilizes the following wide variety of inventory to ensure that the City continues to function effectively as inventory items become necessary.

- AMI products
  - Meters
  - Transmitters
  - Sensus Ancillary Parts
- Brass fittings
- Clamps
- Ductile pipe
- Hydrants
- Gate valves
- Other inventory as needed

For many years, the City has utilized various Group Purchasing Organization contracts to purchase this inventory as is permitted by GS 143-129(e)(3) and under various previous council approvals. From FY21 thru FY25, between Repair/Maintenance and Capital accounts, the City has purchased an average of $968913.68 of inventory yearly with FY26 final invoicing currently in process.

On April 4, 2024, we combined all inventory purchases under the same category of approval, and City Council ratified FY24 for all applicable contracts and vendors. On July 10, 2024, City Council approved utilization of three contracts per GS 143-129(e)(3) for budgeted inventory spending in FY25 up to $1,000,000.00.

In July 2025, City Council ratified the addition of Contract # 02-138 to the list of approved Group Purchasing Organization contracts for inventory/part procurement. Contract # 02-76 via Fortiline Waterworks was not been renewed and was removed from the list.

For FY27, we are requesting the addition Contract # 040825-CAM via Sourcewell as well as approval of utilization of all four contracts per GS 143-129(e)(3) for budgeted inventory spending in FY27 up to $950,000.00.

Below are the four contracts and corresponding vendors. These are Omnia Partners contracts. The approved amount can be utilized as needed under each contract.

Vendor Name	Contract Number
Graybar Electric	Contract # EV2370
Ferguson Waterworks	Contract # 02-104
Ferguson Waterworks	Contract # 02-138
Core&Main	Contract # 040825-CAM

BUDGET IMPACT: $1,000,000.00

Is this expenditure approved in the current fiscal year budget? FY27

ATTACHMENTS:
Resolution

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE USE OF FOUR GPO CONTRACTS FOR INVENTORY PURCHASES FOR THE CITYE'S WATER AND SEWER OPERATIONS FOR FISCAL YEAR 2026/2027

WHEREAS, the City of Hendersonville Operations Department utilizes the following wide variety of inventory to ensure that the City continues to function effectively as inventory/parts become necessary (AMI products (Meters, Transmitters, Sensus Ancillary Parts), Brass fittings, Clamps, Ductile pipe, Hydrants, Gate valves, Other inventory as needed); and,

WHEREAS, for many years, the City has utilized various Group Purchasing Organization contracts to purchase this inventory as is permitted by GS 143-129(e)(3) and under various previous council approvals; and,

WHEREAS, from FY21 thru FY25, between Repair/Maintenance and Capital accounts, the City has purchased an average of $968,913.68 of inventory yearly with FY26 final invoicing currently in process; and,

WHEREAS, on April 4, 2024, we combined all inventory purchases under the same category of approval, and City Council ratified FY24 for all applicable contracts and vendors. On July 10, 2024, City Council approved utilization three of these contracts per GS 143-129(e)(3) for budgeted inventory spending in FY25 up to $1,000,000.00; and,

WHEREAS, in July 2025, City Council ratified the addition of Contract # 02-138 to the list of approved Group Purchasing Organization contracts for inventory/part procurement. Contract # 02-76 via Fortiline Waterworks was not been renewed and was removed from the list; and,

WHEREAS, for FY27, we are requesting the addition Contract # 040825-CAM via Sourcewell as well as approval of utilization of all four contracts per GS 143-129(e)(3) for budgeted inventory spending in FY27 up to $950,000.00; and,

WHEREAS, below are the four contracts and corresponding vendors. These are Omnia Partners contracts. The approved amount can be utilized as needed under each contract; and,

Vendor Name	Contract Number
Graybar Electric	Contract # EV2370
Ferguson Waterworks	Contract # 02-104
Ferguson Waterworks	Contract # 02-138
Core&Main	Contract # 040825-CAM

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that the City's Water and Sewer Operations Department is authorized to purchase inventory items/parts up to $950,000.00 under the contracts listed in this resolution to the vendors listed.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July, 2026.

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey **MEETING DATE:** 7/2/2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance, WTP

TITLE OF ITEM: Sole Source Purchase of Sodium Bicarbonate- *Logan Hickey, Ricky Levi*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of Sodium Bicarbonate for the City Water Treatment Plant*.

SUMMARY:

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant. The WTP utilizes Sodium Bicarbonate. Sodium Bicarbonate is required by the state for providing required alkalinity level. Sodium Bicarbonate is a proprietary blend called Alkalinity First and is only available from one source of supply in this area as they are the only authorized area distributor. This is a granular technical grade Sodium Bicarbonate, which ensures consistent levels of alkalinity that other products cannot offer. If we utilized other products with lesser alkalinity levels and lesser quality composition, this could clog our feed system and cause numerous maintenance issues. Thus, it is vital that we utilize this product as standardization is important. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff are requesting to continue to utilize Univar on Sodium Bicarbonate City-wide by asking that Council approve this sole source and standardization request.

BUDGET IMPACT: $270,000.00

Is this expenditure approved in the current fiscal year budget? Yes

ATTACHMENTS:
Resolution
Sole Source Letter
Usage and Cost Estimates

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION PURCHASE OF SODIUM BICARBONATE FOR THE WATER TREATMENT PLANT

WHEREAS, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant; and,

WHEREAS, the City's WTP utilizes Sodium Bicarbonate; and,

WHEREAS, Sodium Bicarbonate is required by the state for providing required alkalinity level; and,

WHEREAS, Sodium Bicarbonate is a proprietary blend called Alkalinity First and is only available from one source of supply in this area as they are the only authorized area distributor; and,

WHEREAS, this is a granular technical grade Sodium Bicarbonate, which ensures consistent levels of alkalinity that other products cannot offer. If we utilized other products with lesser alkalinity levels and lesser quality composition, this could clog our feed system and cause numerous maintenance issues. Thus, it is vital that we utilize this product as standardization is important; and,

WHEREAS, NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract; and,

WHEREAS, staff are requesting to continue to utilize Univar on Sodium Bicarbonate City-wide by asking that Council approve this sole source and standardization request; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Sodium Bicarbonate from Univar for FY25/26 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July, 2026.

_____

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

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

May 1, 2026

Ricky Levi
Water Treatment Facility Manager/ORC
City of Hendersonville
rlevi@hvlnc.gov
City of Hendersonville WTP
4139 Haywood Road
Mills River NC 28759

Dear Ricky Levi,

This letter serves to validate that we are single sourced with Church & Dwight for the Sodium Bicarbonate Alkalinity 1st bulk. We sell this product under material code 16153378 to ensure that Church & Dwight material is the only manufacturer's product that is supplied to your municipality.

Please let me know if you have any additional questions regarding this material or your account.

Thank you!

Patricia DeMilt
Sales Manager – Carolinas
Univar Solutions USA LLC
2001 Continental Blvd
Charlotte, NC 28273

From: Patricia DeMilt
To: Levi, Ricky
Subject: Re: Pricing for coming year FY27 July 1, 2026 - June 30, 2027
Date: Friday, May 1, 2026 11:42:35 AM
Attachments: Outlook-A picture .png
solesource sodbicarb for hendersonville 2026.docx

Be Advised: This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ricky,

Good morning and happy Friday!

Here is projected pricing for July 1, 2026 - June 30, 2027

HFS 23%bulk - 1 to 2 loads per year - $850/ton

Caustic soda 50% - bulk - $925/dst

Sodium Bicarb Alkalinity 1st NSF - bulk $ 0.425/#

I have also attached the sole source letter for the sod bicarb.

Let me know if you have any questions. Thank you!

Patricia DeMilt
Sales Manager
Univar Solutions

P: +1.704.560.4173
patricia.demilt@UnivarSolutions.com
UnivarSolutions.com

UnivarSolutions

Customer Service Direct Line: 1-855-888-8648
Custsolnatlantic@univarsolutions.com

After Hours: Call 1-833-864-8171
Energy.Oncall@univar.com

From: Levi, Ricky <rlevi@hvlnc.gov>
Sent: Friday, April 17, 2026 12:58 PM
To: Patricia DeMilt <patricia.demilt@univarsolutions.com>

Subject: Pricing for coming year FY27 July 1, 2026 - June 30, 2027

CAUTION: EXTERNAL EMAIL - Do not click links or open attachments unless you recognize the sender and know the content is safe.

Patricia,

I am needing to get a quote for the pricing for FY27 and if you could also send an updated sole source letter if available so I can get things prepared for my June council meeting to sole source the purchasing of Bicarb.

Thanks,

Ricky Levi
Water Treatment Manager/ORC
City of Hendersonville
rlevi@hvlnc.gov
(828) 891-3594
(828) 233-2861 – Office
City of Hendersonville WTP
4139 Haywood Road
Mills River NC 28759
www.hendersonvillenc.gov

Bicarb Estimated Usage & Cost FY27

Tanker/Load holds 48,000 lbs. Approx.

Average Daily usage is 1400 lbs. per day. ***X 365 days = 511,000lbs./year***

511,000 divided by 48,000lbs per load = ***11 loads or orders***

Price is 0.425 per pound *(Plus delivery charges normally 15 – 20%)*

0.425 X 48,000 = $20,400 plus shipping ($4080.00 @ 20% at max) = $24,480.00 est. per tanker.

11 Tankers X $24,480.00 per load = $269,280.00 for the year in cost estimated

Suggesting we put $270,000.00 on PO

- Price has increased from 0.41 to 0.425 per lb.
- I have based this estimate off previous year usage and do not anticipate much difference. Sometimes it depends on how inventory is an the budget year change as to how many orders may be required to actually be ordered. (if I am full in June or closer on needed a load it could impact how much I would actually order the following year) However I am not considering this in this estimate since that is something you can't really depend on.
- We do try to feed this product as lean as possible throughout the year however the state requires us to feed it and maintain an alkalinity level of between 20-25 minimum in our system to meet corrosion control requirements (Lead & Copper)

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey **MEETING DATE:** 7/02/2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance, WTP

TITLE OF ITEM: Sole Source Purchase of Coagulant- *Logan Hickey, Ricky Levi*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of Coagulant for the City Water Treatment Plant*.

SUMMARY:

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant. The WTP utilizes Coagulant. Coagulant is required by the state for coagulation, flocculation, and sedimentation. The City ran into issues with its prior supplier's solution where some of it precipitated out into the bottom of the bulk tanks and formed back into a solid. On 5/2/2024, the City is recommended use of a different Coagulant formula which is sole source thru a different vendor. Please see that agenda and resolution for full context.

The new formula recommendation of Coagulant is a proprietary blend only available from one source of supply. While there are other alternative non-coagulant products, none have this particular blend which is required for the efficient operations of our facility. Standardization of this blend is required. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff is requesting to continue to utilize Zeta Solutions on Coagulant City-wide by asking that Council approve this sole source and standardization request.

BUDGET IMPACT: $148,000.00

Is this expenditure approved in the current fiscal year budget? Yes

ATTACHMENTS:
Resolution
Sole Source Letter
Quote
Usage Estimates

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE PURCHASE OF COAGULANT FOR THE WATER TREATMENT PLANT

WHEREAS, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water Treatment Plant; and,

WHEREAS, the WTP utilizes Coagulant; and,

WHEREAS, Coagulant is required by the state for coagulation, flocculation, and sedimentation; and,

WHEREAS, the City ran into issues with it's current vendor's solution where some of it precipitated out into the bottom of the bulk tanks and formed back into a solid; and,

WHEREAS, on 5/2/2024, the City is recommended use of a different Coagulant formula which is sole source thru a different vendor. Please see that agenda and resolution for full context; and,

WHEREAS, the new formula recommendation of Coagulant is a proprietary blend only available from one source of supply. While there are other alternative non-coagulant products, none have this particular blend which is required for the efficient operations of our facility. Standardization of this blend is required; and,

WHEREAS, While there are other alternative non-coagulant products, none have this particular blend which required for the efficient operations of our facility. NCDEQ would require us to do further studies and get their approval to change from one blend to another. Another challenge with changing blends is that it could cause problems with our lead copper numbers as well as our water quality parameter numbers. Thus, standardization of this blend is required; and,

WHEREAS, NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract; and,

WHEREAS, staff are requesting to continue to utilize Zeta Solutions on Coagulant City-wide by asking that Council approve this sole source and standardization request; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Coagulant from Zeta Solutions for FY26/27 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July, 2026.

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

June 12, 2026

City of Hendersonville
Attn: Ricky Levi
4139 Haywood Rd.
Mills River, NC 28759

Re: Sole Source – ZetaSOL 2493

Usalco is the sole source for the ZetaSOL 2493. This unique, inorganic specialty coagulant is exclusively manufactured by USALCO for municipal drinking water applications.

ZetaSOL 2493 contains a distinctive combination of an elevated basicity, for greater charge-neutralization and enhanced turbidity capture; a higher and stable metal-oxide content, as Al_2O_3; and a high chloride content, which facilitates rapid floc formation and improved organics removal. This unique formulation creates a highly effective and large performance window over a wide range of changing raw water conditions.

ZetaSOL 2493 significantly reduces coagulant dosage rates over aluminum sulfate and basic polyaluminum chloride chemistries. This lower feed rate reduces coagulant sludge in the sedimentation basins, fewer bulk shipments to the treatment plant, and economic efficiencies. ZetaSOL 2493 can also provide longer filter run hours, reduce or eliminate the need for alkali pH adjustment chemistry, and reduce aluminum residual levels (as Al) post filter.

ZetaSOL 2493 is a proprietary and advanced aluminum-based coagulant. ZetaSOL 2493 is approved by NSF to NSF/ANSI Standard 60 for use in potable water applications at feed rates up to 250-mg/L. Our manufacturing site closest to you is located in Fairfield, Ohio.

Sincerely,
Terry Waldo
Chief Commercial

Quotation

Quote #: Q-30352-2
Date: 4/28/2026 8:03 AM
Effective Date: 7/1/2026

USALCO

www.usalco.com
Phone: 800-453-2586
Email: orders@usalco.com

Bill To
Hendersonville NC (City of)
160 Sixth Ave East
Hendersonville, NC 28792
US

SALESPERSON	PAYMENT TERMS
Zac Fagan zfagan@usalco.com	Net 30

WAREHOUSE	PRODUCT CODE	PRODUCT NAME	PRODUCT TYPE	FREIGHT TERM	LEAD TIME	UNIT PRICE	ADDITIONAL SURCHARGE	QTY	UOM
FF	ZETASOL 2493	ZetaSOL 2493	TT	Prepaid	7-10 Bus Days	$0.2700	$0.0000	45,000.00	LB
Ship To Address: Hendersonville NC WTP (blk ddp); 4139 Haywood Road; Mills River, NC 28759									

***Please note that Additional Surcharge will appear as separate line item on invoice.

Terms & Conditions
This order quotation is subject, and its acceptance is expressly limited, to the terms stated on its face and USALCO's Standard Terms and Conditions, attached and also posted at https://www.usalco.com/stcs/ which are hereby incorporated herein by reference. Unless otherwise specifically accepted by USALCO in writing, any additional or different terms, whether or not materially different, set forth in any communication from Buyer to USALCO are hereby objected to and rejected.

Signature: _____ **Effective Date:** _____/_____/_____

Name (Print): _____ **Title:** _____

Please sign and email to Zac Fagan at zfagan@usalco.com

THANK YOU FOR YOUR BUSINESS!

Coagulant Estimated Usage & Cost FY27

(More is used at peak demand season and storms)

Avg usage estimated 130 gallons per day over the year

Avg Tanker load is between 4200 gallons

4200 / 135 = 31 days per tanker avg.

365 / 31 = 12 loads per year needed

Quote – 0.27 per lb X 45,000 per load = $12,150.00 per tanker

12 tankers X $11,655.00 = $145,800.00

So, estimate for PO $148,000.00 based on these figures and any tariff or market issues. This is the most accurate estimate I can formulate.

Additional Thoughts:

We will be bringing the new French Broad water source online which will cause us to use more coagulant chemicals since it is a more turbid source water throughout the year. This is however only theoretical until we have experience with it so I have no real accurate way to predict the impact on this budget line until next year.

Ricky Levi

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey **MEETING DATE:** 7/2/2026

AGENDA SECTION: Consent Agenda **DEPARTMENT:** Finance, WTP

TITLE OF ITEM: Sole Source Purchase of Polydyne- *Logan Hickey, Garrett Demoss*

SUGGESTED MOTION(S):

I move City Council adopt the *Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of Polydyne for the City's Wastewater Treatment Facilities*

SUMMARY:

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Wastewater Treatment Plant. The WWTP utilizes Polydyne to coagulate with the City's sludge profile. There is extensive jar testing involved to find the right product for our sludge profile. Due to the relatively low quantities needed, our WWTP has indicated that it is very challenging to find other sources to come to City facilities to jar test. We have received confirmation that the rate is currently the same $1.73 per pound as last year. It is vital for the City to continue use of the Plydyne from SNF Water Science for continuity/standardization and to prevent risks associated with a new formula. The product is sole source and trademarked. NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract. Staff are requesting to continue to utilize SNF Water Science for Polydyne by asking that Council approve this sole source and standardization request.

BUDGET IMPACT: $43,250.00

Is this expenditure approved in the current fiscal year budget? Yes

ATTACHMENTS:
Resolution
Sole Source Letter
2025 Price Increase
Current Quoted Rate

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION PURCHASE OF POLYDYNE FOR THE WATER TREATMENT PLANT

WHEREAS, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Wastewater Treatment Plant; and,

WHEREAS, the WWTP utilizes Polydyne to coagulate with the City's sludge profile; and,

WHEREAS, there is extensive jar testing involved to find the right product for our sludge profile. Due to the relative low quantities our WWTP has indicated that it is very challenging to find other sources to come to City facilities to jar test; and,

WHEREAS, we have received confirmation that the rate is currently the same $1.73 per pound as last year; and,

WHEREAS, it is vital for the City to continue use of the Polydyne from SNF Water Science for continuity/standardization and to prevent risks associated with a new formula; and,

WHEREAS, the product is sole source and trademarked; and,

WHEREAS, NCGS 143-129(e) lists the authorized exceptions to the formal bid procedures. NCGS 143-129(e)(6) allows for purchases of apparatus, supplies, materials, or equipment to be purchasing using sole-source exception when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility is the overriding consideration. The governing board of a political subdivision of the State shall approve the purchases listed in the preceding sentence prior to the award of the contract; and,

WHEREAS, staff are requesting to continue to utilize SNF Water Science for Polydyne by asking that Council approve this sole source and standardization request; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase Polydyne from SNF Water Science for FY26/27 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July, 2026.

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

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, City Attorney

SNF WATER SCIENCE

polydyneinc.com

Emailed to: Gdemoss@hvlnc.gov

June 19, 2025

Garrett Demoss
City of Hendersonville
Water and Sewer Dept.
80 Balfour Road
Hendersonville, NC 28792

RE: Sole Source Declaration

Dear Mr. Demoss

We trust this letter will serve your needs in defining Polydyne Inc. as the sole source manufacturer and supplier of the following product for the City of Hendersonville.

CLARIFLOC™ C-6265

Polydyne has lab/jar tested, field trialed and selected CLARIFLOC C-6265 specifically for the City of Hendersonville. The molecular structure, molecular weight, and particular raw material component are unique to Polydyne's CLARIFLOC™ product line. CLARIFLOC™ is Polydyne's trademark (Registration No. 1181722) and no other vendor is authorized to supply these products. This sole source declaration is valid for 5 years from the date of this letter.

Thank you for your business. If you have any questions, please feel free to contact Chris Luke, Technical Sales Representative, at (570) 550-4162, or our Bids and Contracts Department at (800) 848-7659 Opt. 2.

Best regards,

Boyd Stanley
Senior Vice-President

Attachments

For assistance with TSDR, email **teas@uspto.gov** and include your serial number, the document you are looking for, and a screenshot of any error messages you have received.

Generated on: This page was generated by TSDR on 2025-06-19 09:13:43 EDT

Mark: CLARIFLOC

CLARIFLOC

US Serial Number:	73251043	**Application Filing Date:**	Feb. 21, 1980
US Registration Number:	1181722	**Registration Date:**	Dec. 15, 1981
Register:	Principal		
Mark Type:	Trademark		
TM5 Common Status Descriptor:	LIVE/REGISTRATION/Issued and Active The trademark application has been registered with the Office.		
Status:	The registration has been renewed.		
Status Date:	Feb. 23, 2022		
Publication Date:	Sep. 22, 1981		

Mark Information

Goods and Services

Basis Information (Case Level)

Current Owner(s) Information

Attorney/Correspondence Information

Prosecution History

TM Staff and Location Information

Assignment Abstract Of Title Information - Click to Load

Proceedings - Click to Load

Feedback

Polydyne Inc.
General Information

Federal Identification No.	**34-1810283**
State of Incorporation:	**Delaware**
Date of Incorporation:	**August 21, 1995**
Administrative Offices:	**P.O. Box 279, 1 Chemical Plant Road Riceboro, GA 31323**
Payment Address:	**P.O. Box 404642 Atlanta, GA 30384-4642**

Board of Directors

John Pittman

Officers

President	**John Pittman**
Secretary	**Christopher Gannon**
VP-Finance, CFO, Treasurer & Assistant Secretary	**Mark Schlag**
Senior Vice President	**Boyd Stanley**
Vice President	**Ken Luke**

***Authorized Signers-Non Officers**

Bobby Wise	**Controller**

Ownership Disclosure

Corporation	Percent Ownership	Owner
Polydyne Inc.	**100**	**SNF Holding Company**
SNF Holding Company	**100**	**SPCM SA**
SPCM SA	**100**	**Mr. René PICH holds and/or controls 100% of the shares of SPCM SA, a company duly organized and existing under the laws of France, whose registered office is in ZAC de Milieux, Andrézieux, (42163), FRANCE, registered under the number 312 327 737 in the Commercial Registry of the town of Saint-Etienne (42000), FRANCE.**

Rev. 11/2022

Outlook

FW: Price Adjustment Notification

From Demoss, Garrett <gdemoss@hvlnc.gov>
Date Fri 6/20/2025 1:52 PM
To Hickey, Logan <lhickey@hvlnc.gov>
Cc Steurer, Adam <asteurer@hvlnc.gov>

1 attachment (324 KB)
2025 Price Adjustment Letter_Hendersonville.pdf;

Logan,
Based on the price adjustment each tote will be $4,325.00 and we can assume that we will need 10 total. The P.O should be $43,250.00
Thanks Garrett!

From: Christopher Luke <cluke@polydyneinc.com>
Sent: Friday, June 6, 2025 10:17 AM
To: Demoss, Garrett <gdemoss@hvlnc.gov>
Cc: Miller, Kirk <kmiller@hvlnc.gov>
Subject: Price Adjustment Notification

Be Advised: This email originated from outside of the Hendersonville network. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Mr. Demoss,

We are writing to inform you of a necessary price adjustment that will take effect on July 1st. Due to current market conditions and operational factors detailed in the attached letter from our Vice President, Polydyne will be implementing a 5% price increase across our product line.

This adjustment will change your current pricing from $1.65 to $1.73 per pound. We understand that any price change requires planning on your part, and we wanted to provide you with advance notice to facilitate your budgeting process.

We have enclosed a comprehensive letter from our Vice President that outlines the specific circumstances that have necessitated this adjustment. We believe this transparency will help you understand the rationale behind this decision.

We value our partnership and remain committed to providing you with the highest quality products and service. Should you have any questions regarding this price adjustment or wish to discuss how we can continue to support your business needs, please do not hesitate to contact us.

Thank you for your continued business and understanding

Regards,

Chris Luke
Technical Sales Rep.

Polydyne Inc.
CP: 570-550-4162
cluke@polydyneinc.com
http://polydyne.snf.com/

Customer Service: 800-848-7659

SNF POLYDYNE

ORDER ACKNOWLEDGEMENT

MODIFIED ORDER ACKNOWLEDGEMENT
THIS OA DATED 06/02/2026 21:03 IS A NEW PROPOSAL.
IN CASE OF CONCERNS, PLEASE CONTACT YOUR CSR :
Karin Tanner, TEL - 912-884-8748, ktanner@snf.com

DELIVERY ADDRESS

CITY OF HENDERSONVILLE,NC
80 BALFOUR RD
HENDERSONVILLE NC 28792
UNITED STATES

ORDER - B/L NO	CUSTOMER NO	ORDER DATE	SHIP DATE
2017947	HENDERSONV 000	05/22/2026	06/02/2026

HENDERSONVILLE W&S DEPART
160 6TH AVENUE EAST
ATTN: ACCTS PAYABLES
HENDERSONVILLE NC 28792
UNITED STATES

SHIPPER

Polydyne Inc.
ONE CHEMICAL PLANT ROAD

RICEBORO GA 31323

WAREHOUSE 10

INCOTERM CPT HENDERSONVILLE

PAYMENT TERMS NET 30 DAYS

CUSTOMER P.O. NO	26-40
FINAL CUST. P.O. NO	
FREIGHT TERMS	PPD/DP
SHIP VIA 1 -	SAIA MOTOR FREIGHT
2 -	

NR	PRODUCT DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	UNIT PRICE	AMOUNT USD
1	**CLARIFLOC C-6265**	4600	0	1.7300	7958.00 $
	2 x 2300.00 # IBC (L03)				SCHEDULE B : 3906.90.6000

B/L REMARKS

DELIVERY HOURS: 8AM-4PM MON-FRI

POC: GARRETT DEMOSS 828-697-3075

MERCH TOTAL :		**7958.00**
SETTLEMENT DISCOUNT :		**0.00**
TAX :		**0.00**
MISCELLANEOUS :		**0.00**
FREIGHT :		**0.00**
INVOICE TOTAL :	**USD**	**7958.00**

The Seller's price for goods or freight is the price in effect on the date of shipment, unless otherwise agreed to in writing by Buyer and Seller. Seller may adjust the price of any good by providing at least fourteen (14) days prior written notice.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Logan Hickey

MEETING DATE: 7/02/2026

AGENDA SECTION: Consent Agenda

DEPARTMENT: Finance, Water & Sewer

TITLE OF ITEM: Sole Source Purchase of SCADA System Upgrades- *Logan Hickey, Chad Freeman, Adam Steurer*

SUGGESTED MOTION(S):

I move City Council adopt the Resolution by the City of Hendersonville City Council to Authorize the continued Sole-Source Purchase of SCADA System upgrades for the City's water and sewer systems.

SUMMARY:

The City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water & Sewer Departments. The City uses SCADA (Supervisory Control and Data Acquisition) systems for transmitting data and monitoring tanks, flow, generators, and more. Department has communicated that this is a vital system within the City of Hendersonville. Fortech is our service provider for our SCADA controls system wide for years and will be required to be used for these additions to our existing system. Fortech is using compatible equipment and systems to tie in correctly to existing infrastructure. We are very happy with their product and service. It is not advantageous to entertain another vendor for this work, because an outside vendor would only consider pulling all Fortech equipment out and starting over with their own equipment. Per General Statute # 143-129e(6), we are waiving competition where "standardization or compatibility is the overriding consideration". Attached is a letter from the vendor describing the sole source nature of their product/services. Staff are requesting to continue to utilize Fortech for this SCADA system and services by requesting that Council approve this sole source and standardization request spending up to $150,000.00 in Fiscal Year 2027.

BUDGET IMPACT: $150,000.00

Is this expenditure approved in the current fiscal year budget? Yes

ATTACHMENTS:
Resolution
Sole Source Letter

Resolution #_____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE SOLE-SOURCE AND STANDARDIZATION PURCHASE OF SCADA SYSTEM UPGRADES FOR WATER AND SEWER

WHEREAS, the City of Hendersonville's Finance Department is submitting this request on behalf of the City's Water & Sewer Departments; and,

WHEREAS, the City uses SCADA (Supervisory Control and Data Acquisition) systems for transmitting data and monitoring tanks, flow, generators, and more. Department has communicated that this is the most vital system within the City of Hendersonville; and,

WHEREAS, Fortech is our service provider for our SCADA controls system wide for years and will be required to be used for these additions to our existing system. Fortech is using compatible equipment and systems to tie in correctly to existing infrastructure. We are very happy with their product and service. It is not advantageous to entertain another vendor for this work, because an outside vendor would only consider pulling all Fortech equipment out and starting over with their own equipment; and,

WHEREAS, per General Statute # 143-129e(6), we are waiving competition where "standardization or compatibility is the overriding consideration"; and,

WHEREAS, staff are requesting to continue to utilize Fortech for this SCADA system and services by requesting that Council approve this sole source and standardization request spending up to $150,000.00 in Fiscal Year 2027; and,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Hendersonville, North Carolina that city staff is authorized to purchase SCADA system upgrades from SNF Water Science for FY26/27 within budgeted funds available.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July 2026.

_____

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

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

FORTECH
Automation Controls
2124 Wilkinson Blvd. Charlotte, N.C. 28208
(704) 333-0621 www.fortech.us

August 6, 2025

Sole Source Justification

This letter is to confirm that FORTECH, Inc should be considered a sole source solution provider for the Hendersonville water department SCADA and constant pressure control systems.

The combination solutions we provide includes but not limited to:

- Water & Wastewater plant SCADA controls and computer network communication including the co-ordination with VC3 and the city of Hendersonville SCADA / fiber network.
- The required SCADA interfaces with the design and implementation at the various remote sites.
- VFD panel assembly, testing and startup with the designs being stamped by either a North Carolina registered Controls or Electrical Engineer.
- UL labeled SCADA & VFD panels design and assembly with the completed panels being 100% tested before leaving out facility.
- NC Registered Chapter 89C Engineering firm license D-0234.
- North Carolina unlimited electrical contractor license 26382-U.
- UL listed fabrication facility.
- Rockwell VAR Value Added Reseller
- Our main facility is located in Charlotte, and we have two field service technicians located within 30 miles of Hendersonville.

There are no other companies that can provide this complete system package for Hendersonville.

If you desire any additional information don't hesitate to contact me 704-333-0621 x101 or visit our web site at www.fortech.us.

Thank you for your consideration.

Sincerely,

Jon Forrest

Jon Forrest, P.E.
President

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer

MEETING DATE: July 2, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Ronan at Hendersonville – *Adela Gutierrez-Ramirez, Civil Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Graybul Ronan, LLC, for the Ronan at Hendersonville as presented and recommended by staff.

SUMMARY:

The Ronan at Hendersonville located off South Allen Road in City of Hendersonville proposes to extend the City's water and sewer systems to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the sewer utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

PROJECT NUMBER: 25113

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Ronan at Hendersonville

Map showing Ronan at Hendersonville parcel

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON
Prepared by and return to: Daniel Heyman, Assistant City Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this _____day of _____, 20____, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **GRAYBUL RONAN, LLC,** a Delaware limited liability company limited liability company, herein referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

> Consisting of +/- 17.25 acres, and being all of that real property described in that deed recorded in Book 4380 at Page 537, Henderson County registry, and also being all of that same real property described in that deed recorded in Book 4380 at Page 543, Henderson County registry, having a Tax Parcel Identification Number of 9588-22-1126, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Ronan at Hendersonville (project number 25113); and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

> Being and consisting of: 1) Water Service Connection consisting of an 6-inch water meter connecting to an existing waterline within the margin of Upward Crossing Drive, a 60' private right-of-way, together with all valves, meters, and related appurtenances; and 2) and a Sanitary Service Extension consisting of a +/- 1,884-LF of 8-inch PVC, connecting to an existing manhole within the margin of Upward Crossing Drive, together with all manholes and related appurtenances, and being more particularly shown and described on those construction plans

and specifications, dated February 9, 2026, prepared by Civil Design Concepts, PA a Civil Engineering firm, said plans being incorporated herein by reference. 1) and 2) collectively are collectively hereinafter referred to as the "New Infrastructure". It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, "New Infrastructure" shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the Developer has received zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is located within the City's municipal boundaries; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. Developer shall, at Developer's own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).

2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City ("Required Documents"). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers' construction obligations under this Agreement.

3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and

NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of complete submittal of all required closeout items. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

   Developer will be required to enter into the City's standard Deed of Dedication and Conveyance With Associated Easements for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard Utility Infrastructure Easement Agreement when securing the necessary off-site right of way for the operation and maintenance of the New Infrastructure. For the avoidance of doubt, both standard forms permit use of the easements for the future installation of water, sewer and stormwater lines, and their associated appurtenances and accessories, in addition to the New Infrastructure, by or on behalf of the City. The City shall provide a copy of these standard forms upon request by the Developer.

5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.

6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.

7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.

8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.

9. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

10. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information

11. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.

12. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.

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

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

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

16. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.

17. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.

18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).

19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.

20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.

21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and

claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.

22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects, and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow.

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

24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.

25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.

26. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.

27. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.

28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.

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

30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.

31. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

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

[*The remainder of this page is intentionally blank. Signatures appear on the following pages.*]

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

GRANTOR:

GRAYBUL RONAN, LLC,
a Delaware limited liability company

By: Graybul Ronan, LP,
a Delaware limited partnership,
its sole member

By: Graybul Ronan GP, LLC,
a Delaware limited liability company,
its General Partner

By: Graycliff Capital Holding Co, LLC,
a Delaware limited liability company,
its Manager

By: Graycliff Capital Management, LLC,
a South Carolina limited liability company,
its Manager

By: _____
Name: Paul M. Aiesi
Title: Authorized Manager

STATE OF _____
COUNTY OF _____

I, _____ a Notary Public of County and State aforesaid, certify that Paul M. Aiesi, in his capacity as Authorized Manager of Graycliff Capital Management, LLC, a South Carolina limited liability company, Manager of Graycliff Capital Holding Co, LLC, a Delaware limited liability company, Manager of Graybul Ronan GP, LLC, a Delaware limited liability company, General Partner of Graybul Ronan LP, a Delaware limited partnership, sole member of Graybul Ronan, LLC, a Delaware limited liability company, appeared before me this day, acknowledging to me that he signed the foregoing document.

Witness my hand and official stamp or seal, this ____ day of _____2026.

_____
Notary Public

My Commission expires: _____

(Official Seal)

GRANTEE:

City of Hendersonville

By:_____(SEAL)

John F. Connet, City Manager

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, _____, a Notary Public of the County and State aforesaid, certify that John F. Connet in his capacity as City Manager of the City of Hendersonville, appeared before me this day and acknowledged the execution of the foregoing instrument as a duly authorized act of the City of Hendersonville.

Witness my hand and official stamp or seal, this ____ day of _____2026.

_____
Notary Public

My Commission expires: _____

(Official Seal)

Resolution # __-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH GRAYBUL RONAN, LLC FOR THE RONAN AT HENDERSONVILLE

WHEREAS, the City of Hendersonville owns, operates and maintains sewer system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public gravity sewer service as a part of their development projects; and

WHEREAS, the Developer extends public sewer lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the sewer line extension processes; and

WHEREAS, Graybul Ronan, LLC, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide sewer services to the Ronan at Hendersonville.

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

1. The Utility Extension Agreement with Graybul Ronan, LLC, the "Developer" and "Owner" to provide sewer service to the Ronan at Hendersonville is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July 2026.

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

_____
Jill Murray, City Clerk

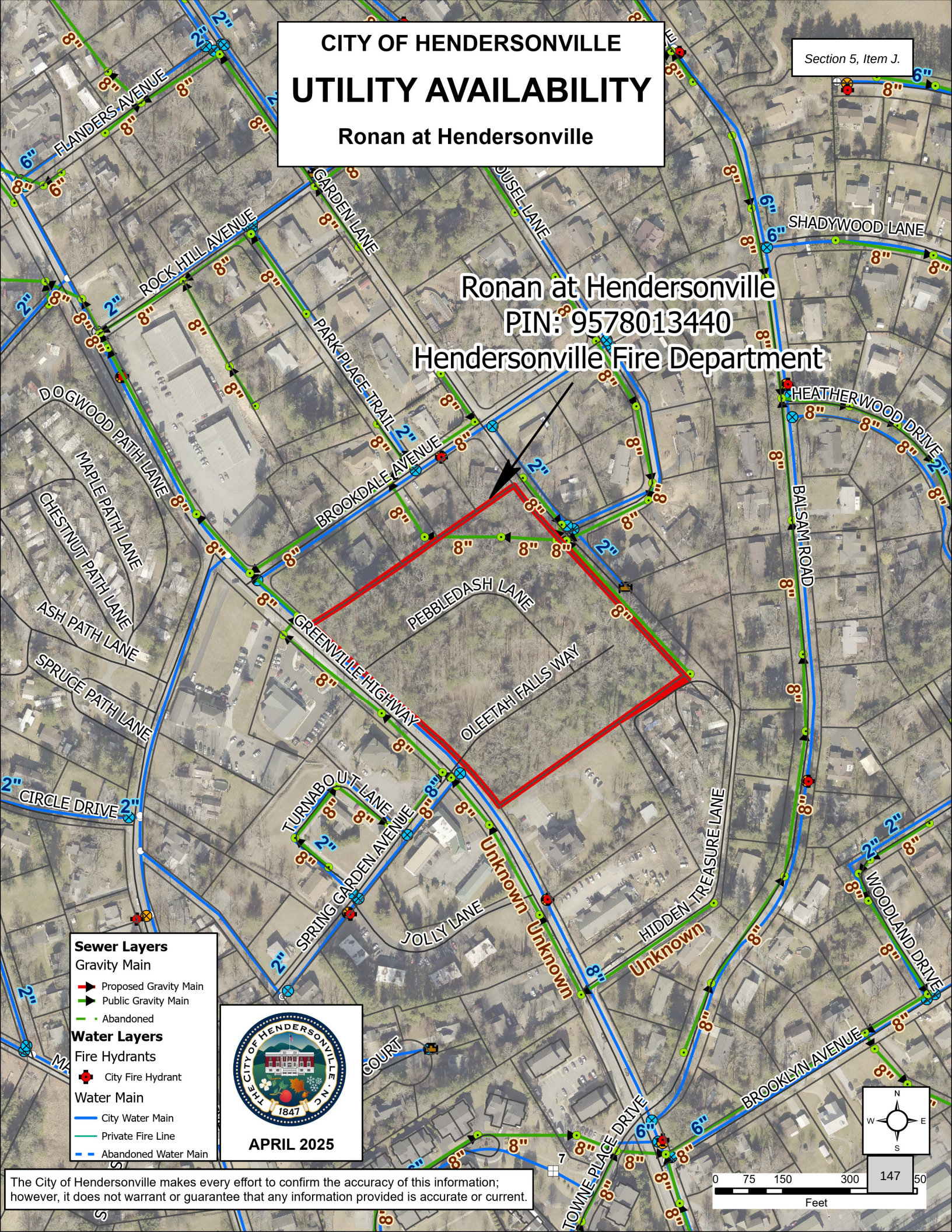
Approved as to form:

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

UTILITY AVAILABILITY

Ronan at Hendersonville



Sewer Layers

Gravity Main

- Proposed Gravity Main
- Public Gravity Main
- Abandoned

Water Layers

Fire Hydrants

- City Fire Hydrant

Water Main

- City Water Main
- Private Fire Line
- Abandoned Water Main

APRIL 2025

N W E S

0 75 150 300 Feet

147

The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer

MEETING DATE: July 2, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Sheetz East Flat Rock – *Adela Gutierrez-Ramirez, Civil Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with Quattlebaum Properties F LLC, for the Sheetz at East Flat Rock as presented and recommended by staff.

SUMMARY:

The Sheetz at East Flat Rock located off Upward Road in Henderson County proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

PROJECT NUMBER: 25219

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Sheetz East Flat Rock

Map showing Sheetz East Flat Rock parcel

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON
Prepared by and return to: Daniel Heyman, Assistant City Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this _____day of _____, 20____, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **QUATTLEBAUM PROPERTIES F LLC,** a North Carolina limited liability company limited liability company, herein referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

> Consisting of +/- 2.65 acres, and being all of that 2.65 acres shown on that plat recorded in Plat Book 2025 at page 16149, Henderson County Registry, and being a portion of that real property described in that deed recorded in Book 1178 at Page 326, Henderson County registry, having a PIN of 9588-40-7325, hereinafter referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Sheetz East Flat Rock (project number 25219); and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

> Being and consisting of: Water Service Connection consisting of +/- 276 lineal feet of 8-inch water main (CL 350/DIP) connecting to an existing 12" water main in the northeastern margin of the intersection of Upward Road and Ballenger Road, together with all valves, meters, and related appurtenances;, and being more particularly shown and described on those construction plans and specifications, dated May 28, 2026, prepared by Blue Ridge Engineering, PLLC, a Civil Engineering firm, said plans being incorporated herein by reference. Said Water Service

Connection hereinafter referred to as the “New Infrastructure”. It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, “New Infrastructure” shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the Developer has received, or is in the process of receiving, zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is not located within the City’s municipal boundaries but is located within the unincorporated area of Henderson County; and

WHEREAS, the City is not obligated to offer water or sanitary sewer service to property outside its corporate limits; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. Developer shall, at Developer’s own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).

2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City (“Required Documents”). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.

3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of complete submittal of all required closeout items. Fees will be paid by the Developer upon certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

   Developer will be required to enter into the City's standard Deed of Dedication and Conveyance With Associated Easements for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard Utility Infrastructure Easement Agreement when securing the necessary off-site right of way for the operation and maintenance of the New Infrastructure. For the avoidance of doubt, both standard forms permit use of the easements for the future installation of water, sewer and stormwater lines, and their associated appurtenances and accessories, in addition to the New Infrastructure, by or on behalf of the City. The City shall provide a copy of these standard forms upon request by the Developer.

5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.

6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.

7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.

8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law,

indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.

9. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

10. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information

11. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.

12. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.

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

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

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

of the sewer system, shall be submitted to the City before final acceptance of the project is granted by the City.

16. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.

17. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.

18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).

19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.

20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.

21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.

22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow.

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

24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, "final acceptance" as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.

25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.

26. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City's legal counsel. Such consent by the City and approval by the City's legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.

27. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.

28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.

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

30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.

31. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

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

[*The remainder of this page is intentionally blank. Signatures appear on the following pages.*]

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

QUATTLEBAUM PROPERTIES F LLC,
a North Carolina limited liability company

BY:_____(SEAL)
_____(SEAL)
(signature)

Printed name:_____

Title:_____

THE CITY OF HENDERSONVILLE

BY:_____
John Connet, City Manager

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that _____, personally appeared before me this day, and being duly sworn, stated that they are the _____(title) for **QUATTLEBAUM PROPERTIES F LLC**, and that they executed and acknowledged the foregoing instrument on behalf of the entity pursuant the due authorization for the purposes stated therein.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

_____
Notary Public Signature (OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that John F. Connet, personally appeared before me and, being duly sworn, stated that he is City Manager of the **City of Hendersonville**, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the **City of Hendersonville** pursuant to order of the City Council of said City and that the instrument is the act and deed of the **City of Hendersonville**.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

_____
Notary Public Signature (OFFICIAL SEAL)

Resolution # __-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH QUATTLEBAUM PROPERTIES F LLC FOR THE SHEETZ AT EAST FLAT ROCK

WHEREAS, the City of Hendersonville owns, operates and maintains water system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water and gravity sewer service as a part of their development projects; and

WHEREAS, the Developer extends public water lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water line extension processes; and

WHEREAS, Quattlebaum Properties F LLC, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water and sewer services to the Sheetz at East Flat Rock.

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

1. The Utility Extension Agreement with Quattlebaum Properties F LLC, the "Developer" and "Owner" to provide water and sewer service to the Sheetz at East Flat Rock is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July 2026.

_____

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

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

UTILITY AVAILABILITY

Sheetz - Flat Rock



Sewer Layers

Gravity Main

- Proposed Gravity Main
- Public Gravity Main
- Abandoned

Water Layers

Fire Hydrants

- City Fire Hydrant

Water Main

- City Water Main
- Private Fire Line
- Abandoned Water Main

DECEMBER 2025

0 75 150 300 Feet

N W E S

The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer

MEETING DATE: July 2, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Daniel Drive Sewer Extension – *Adela Gutierrez-Ramirez, Civil Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with LRH Properties, LLC, for the Daniel Drive Sewer Extension as presented and recommended by staff.

SUMMARY:

The Daniel Drive Sewer Extension located off White Pine Drive in Laurel Park proposes to extend the City's sewer system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the sewer utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

PROJECT NUMBER: 24125

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Daniel Drive Sewer Extension

Map showing Daniel Drive Sewer Extension parcel

Resolution #R-26-69

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH LRH PROPERTIES, LLC FOR THE DANIEL DRIVE SEWER EXTENSION

WHEREAS, the City of Hendersonville owns, operates and maintains water system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water service as a part of their development projects; and

WHEREAS, the Developer extends public water lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water line extension process; and

WHEREAS, LRH Properties, LLC, the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water services to the Daniel Drive Sewer Extension.

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

1. The Utility Extension Agreement with LRH Properties, LLC, the "Developer" and "Owner" to provide water service to the Daniel Drive Sewer Extension is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July, 2026.

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

_____
Jill Murray, City Clerk

Approved as to form:_____Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adela Gutierrez-Ramirez, Civil Engineer

MEETING DATE: July 2, 2026

AGENDA SECTION: CONSENT

DEPARTMENT: Engineering

TITLE OF ITEM: Utility Extension Agreement for the Cottages at Sugarloaf Meadows Subdivision – *Adela Gutierrez-Ramirez, Civil Engineer*

SUGGESTED MOTION(S): I move that City Council approve the Resolution authorizing the City Manager to enter into a Utility Extension Agreement with The Cottages at Sugarloaf Meadows, LLC, for the Cottages at Sugarloaf Meadows Subdivision as presented and recommended by staff.

SUMMARY:

The Cottages at Sugarloaf Meadows Subdivision located off Sugarloaf Road in Henderson County proposes to extend the City's water system to serve said expansion. The attached Utility Extension Agreement (UEA) outlines the water utility line extension process and assigns responsibilities to the Developer and City. We welcome any questions that you may have.

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

PROJECT NUMBER: 24119

PETITION NUMBER: N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

Utility Extension Agreement – Cottages at Sugarloaf Meadows Subdivision

Map showing Cottages at Sugarloaf Meadows Subdivision parcel

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON
Prepared by and return to: Daniel Heyman, Assistant City Attorney, City of Hendersonville, in the City Box

UTILITY EXTENSION AGREEMENT

THIS AGREEMENT, Made and entered into this _____ day of _____, 20____, by and between the **CITY OF HENDERSONVILLE**, a North Carolina municipal corporation, situate in Henderson County, herein referred to as the "City", and **THE COTTAGES AT SUGARLOAF MEADOWS, LLC**, a North Carolina limited liability company, herein referred to as "Developer,"

WITNESSETH:

THAT WHEREAS, Developer is the owner of, and is desirous of developing and improving, a tract of land situated in Henderson County, State of North Carolina, described as follows:

> Consisting of +/- 31.46 acres, and being: (1) all of that real property described in that deed recorded in Deed Book 4280 at page 319 , Henderson County registry, having a PIN of 9589269624, and (2) all of that real property described in that deed recorded in Deed Book 4208 at page 167, Henderson County registry, having a PIN of 9589352768, being that 29.34 acres as shown on that plat recorded in Plat Book 2024 at page 15864, Henderson County registry, (1) and (2) hereinafter collectively referred to as the "Property"; and

WHEREAS, the Developer has submitted an application for the development of a project known as Cottages at Sugarloaf Meadows (project number 24119); and

WHEREAS, in the process of such development and improvement, Developer is desirous of constructing water infrastructure and/or sanitary sewer infrastructure to and on said tract(s) of land, for which the City requires that the Developer enter into a utility extension agreement with the City, said water and/or sewer infrastructure to consist of the following:

> Being and consisting of: 1) Water Service Extension consisting of +/- 4,563 lineal feet of 6" water main (DIP) connecting to an existing 8" PVC water main within the margin of Sugarloaf Road (SR 1734), being more particularly shown and described on those construction plans and specifications, dated August 4, 2025 prepared by FEI Civil Engineers and Land Surveyors, a Civil Engineering firm, said plans being

incorporated herein by reference. 1) and 2) collectively are collectively hereinafter referred to as the “New Infrastructure”. It is understood and agreed that the New Infrastructure may be modified or amended from and after the date of this Agreement as may be required to meet the standards of the City of Hendersonville. As used herein, “New Infrastructure” shall be deemed to include any and all of any such modifications and amendments.; and

WHEREAS, the Developer has received, or is in the process of receiving, zoning approval from the designated governing body for such development and improvement on the Property; and

WHEREAS, the Property is not located within the City’s municipal boundaries but is located within the unincorporated area of Henderson County; and

WHEREAS, the City is not obligated to offer water or sanitary sewer service to property outside its corporate limits; and

WHEREAS, Developer desires to have the completed New Infrastructure connected to the City's municipal water system and/or sanitary sewer system and made an integral portion thereof; and

WHEREAS, the City will permit said system(s) to be connected to the municipal system(s) under the terms and conditions heretofore established and agreed upon between the parties and specifically in conformance with the requirements of the most recent extension policy, most recent water and sewer standard construction specifications and details, and the City's Code of Ordinances currently in force.

NOW, THEREFORE, in consideration of the mutual benefits which will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

1. Developer shall, at Developer’s own expense, employ a North Carolina registered and licensed professional engineer ("Engineer") to complete design and permitting of the proposed New Infrastructure in conformance with NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T(sanitary sewer), the City's water and sewer standard construction specifications and details, and the City water and/or sewer Master Plan(s).

2. Developer shall require the Engineer to submit plans, reports, technical specifications, fees, permit applications, and any other items as required and approvable by the City (“Required Documents”). The Engineer shall disclose all proposed changes in the approved construction plans to the City in writing. If proposed changes are deemed by the City to be "significant" in nature, the City may require the Engineer to resubmit plans for re-permitting. The determination of whether a change is deemed to be significant shall be in the sole and absolute discretion of the City, and the Developer agrees to be bound thereby. This will require written approval by the City prior to re-submitting to the permitting agency or before proceeding with changes, even if permitting agency re-submittal is not required. City approval of a utility extension is subject to expiration should construction not be completed after a period of two years from the date of approval. Once the Required Documents have been approved by the City, they shall be deemed to be incorporated herein by reference as an amendment to this Agreement to indicate the Developers construction obligations under this Agreement.

3. The City will perform construction inspection during installation of the New Infrastructure and upon project completion submit written certification that the project was completed in accordance with the approved plans

and specifications as required by NCAC Title 15A Subchapter 18C (water) and NCAC Title 15A Subchapter 02T (sanitary sewer). Water and Sewer inspection fees shall be in accordance with the adopted City Fee Schedule as of the date of complete submittal of all required closeout items as described herein. Fees will be paid by the Developer prior to certification and acceptance of the New Infrastructure, with amounts due being based on length of lines inspected, certified and accepted.

4. The Developer shall, at his or her own expense, furnish and transfer to the City all on-site and off-site easements, rights-of-way, and real property required for access to and perpetual maintenance and operation of the New Infrastructure and its appurtenances in accordance with the terms of this Agreement as provided herein below.

   Developer will be required to enter into the City's standard Deed of Dedication and Conveyance With Associated Easements for conveyance of the New Infrastructure and on-site easements, as amended. Further Developer will be required to use the City's standard Utility Infrastructure Easement Agreement when securing the necessary off-site right of way for the operation and maintenance of the New Infrastructure. For the avoidance of doubt, both standard forms permit use of the easements for the future installation of water, sewer and stormwater lines, and their associated appurtenances and accessories, in addition to the New Infrastructure, by or on behalf of the City. The City shall provide a copy of these standard forms upon request by the Developer.

5. Developer shall convey to the City all of the New Infrastructure and easements, on-site and off-site, prior to selling any of the lots in the lots in the development. If the Developer sells a lot within the development to a third-party prior to the conveyance of the New Infrastructure and easements, Developer shall be responsible for all costs associated with obtaining title to the New Infrastructure and easements.

6. Developer shall, at his or her own cost and expense, furnish all materials and all equipment and perform all the work necessary to complete the construction of the New Infrastructure described in the plans and specifications as approved by the City's authorized representative and permitting agency.

7. The installation and construction of the New Infrastructure shall be performed by a reputable and responsible Contractor possessing a valid North Carolina Public Utility Contractor's License directly related to the installation of the New Infrastructure issued by the North Carolina Licensing Board for General Contractors. As used herein, a "responsible Contractor" shall mean one possessing the requisite knowledge, experience, and financial resources to complete the construction of the New Infrastructure in accordance with the plans and specifications within the time allotted.

8. Developer shall be required to establish a discharge point for the flushing of the waterlines that are installed pursuant to this Agreement and that provided the City utilizes the method provided by the Developer, the City shall not be liable and Developer shall, to the fullest extent allowed by law, indemnify and hold the City harmless during the warranty period for any damages whatsoever as a result of the flushing of water lines.

9. The Engineer shall contact the City prior to the start of construction in order to schedule a preconstruction conference between the Developer, Contractor, Engineer, and City staff. This request should be made at least seven (7) days in advance of the anticipated starting date. Developer or Engineer shall receive a written notice

to proceed (NTP) from the City before commencing with construction. If construction is anticipated to be greater than sixty (60) days, a monthly progress meeting shall be scheduled once every thirty (30) days. The date and time of the monthly progress meeting shall be established during the preconstruction conference.

10. Developer shall submit the name, address and the Public Utility Contractor's License Identification Number of the proposed Contractor to the City prior to the preconstruction meeting. The City may investigate the validity of the Contractor's license and the Contractor's status as a responsible Contractor by methods including but not limited to contacting the owners of past projects for which the Contractor furnished work in order to obtain reference information

11. City staff will be assigned for the express purpose of periodic construction observation and inspection. The City's construction inspector(s) shall have the authority to report all discrepancies identified in all phases of construction to the Engineer regarding conformance with the approved construction drawings and specifications. This report shall in no way relieve the Developer of his or her obligation to engage a professional engineer to perform construction inspection and coordinate construction.

12. During construction, no deviations from the approved plans and specifications shall be allowed without the prior express written approval of the City and permitting agency if deemed necessary by the City.

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

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

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

16. As part of the final inspection process for water distribution systems, Developer shall satisfactorily complete the following: pressure test lines, bacteriological sampling performed by a certified laboratory. The City's certified laboratory may be utilized. All testing shall be certified and all certifications, along with related data, shall be submitted to the City before final acceptance of the project is granted by the City.

17. Once all deficiencies are corrected and the project is deemed acceptable to the City, the Developer shall cause the Engineer to submit as-builts in formats acceptable to the City. The Engineer shall also submit any

easements required for the New Infrastructure and any deeds necessary to convey ownership to the City. The Developer shall be responsible for acquiring easements from any third parties owning property over which any portion of the New Infrastructure is constructed, said easements to be titled in the name of the City, using forms to be provided by the City.

18. Prior to the activation of services on the newly constructed New Infrastructure, Developer shall convey unencumbered title and ownership to the City, of the New Infrastructure and its appurtenances, and shall assign and transfer all associated permits, licenses and permissions to the City. If a water extension was permitted for the same or similar project, the City shall receive final approval from the permitting agency. In certain circumstances as approved by the City, activation of services on portion(s) of the New Infrastructure may be permitted after partial certification(s) completion and approval(s).

19. The conveyance, assignment or transfer of (1) all permits, licenses or other permissions, and (2) all property and assets to the City, including but not limited to real or personal property, the New Infrastructure and its appurtenances, easements, rights of way or encroachments, (1) and (2) collectively hereinafter referred to as "Required Conveyances," shall be in form as approved by the City's legal counsel, and unless specifically excepted by the City Attorney, shall be in form proper for recording in the appropriate public registry. The conveyance of real property shall be in the form of a fee simple deed and without encumbrance as approved by the City's legal counsel. The Developer shall cause all affiliates or other third parties or entities having an ownership interest in the New Infrastructure or the Property to join the Required Conveyances, as reasonably determined by the City to be necessary to convey full title to the New Infrastructure and Required Conveyances to the City. With the execution hereof, Developer and City specifically agree that the New Infrastructure shall remain personal property, and shall not become a part of the real property, regardless of whether or not the New Infrastructure is permanently affixed to the real property comprising the Property.

20. The Developer shall provide a written release of the City's interest in the Required Conveyances (in form approved by the City Attorney) from any and all liens or other legal interests held by lenders, vendors or other third parties. The release(s) must be delivered in form for recording in the appropriate public registry, and must be received by the City in conjunction with the City's receipt of the Required Conveyances.

21. To the fullest extent allowed by law, and regardless of the approval(s) of any document(s) by the City's legal counsel, the Developer shall indemnify and hold the City harmless from all actions, causes and claims whatsoever against the City by any persons, firms, and corporations whatsoever relating in any manner to this Agreement (including but not limited to damages to persons or property related to construction and/or installation of the New Infrastructure) or the Required Conveyances. Without limiting the Developer's obligations under this paragraph in any manner, the Developer shall defend any and all claims, causes or actions whatsoever regarding the City's title or ownership in any of the Required Conveyances.

22. Developer shall guarantee the accepted and dedicated New Infrastructure to be free of defects in materials and workmanship and to be properly functioning in all respects for a period of one calendar year from the date of final acceptance by the City. During this year of guarantee, Developer shall correct, or have corrected, any defects that may develop in material, equipment, or workmanship. Should Developer fail to correct defects within a reasonable period of time after being notified, as determined in good faith by the City Engineer or designee, the City may proceed to correct defects and Developer shall be liable for the City's

expense in doing so. It shall be the Developer's responsibility to attend, or to provide an authorized representative to attend, a warranty inspection with the City prior to the expiration of said warranty period. For purposes of this paragraph 22, final acceptance shall be the date the Letter of Acceptance is issued by the City as described in paragraph 24 hereinbelow.

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

24. Once all items required by the Developer under this Agreement are complete, the City shall issue a formal "Letter of Acceptance" to the Developer for the project. The City shall incorporate the accepted system as an integral part of its utility system and shall furnish service therefrom in accordance with the rules, regulations, rates, and policies established for its customers. For the avoidance of doubt, “final acceptance” as used in this Agreement shall refer only to the date the Letter of Acceptance as described in this paragraph is issued by the City.

25. There shall be no intended nor incidental third-party beneficiaries of this Agreement.

26. This Agreement may not be assigned by the Developer without the express written consent of the City. Any assignment without the express written consent of the City shall be void. Any assignment approved by the City shall be in form approved by the City’s legal counsel. Such consent by the City and approval by the City’s legal counsel shall be for the sole and exclusive benefit and reliance of the City, and shall not be relied upon by the Developer nor any third party as to the validity or legal effect of an assignment.

27. All inspections of the New Infrastructure performed by the City shall be for the sole and exclusive benefit and reliance of the City. The inspection, approval and acceptance of the New Infrastructure shall not be deemed a warranty or guarantee upon which any person or entity can rely that the construction of the extension was done in a workmanlike manner, or was completed in accordance with the construction contract documents, with standards of the profession in and around Hendersonville, North Carolina, or in accordance with the applicable federal, State, or local laws, rules or regulations.

28. Developer is put on notice, and Developer agrees that, in the event that the meter boxes or cleanouts which are part of the New Infrastructure are installed, set, damaged, moved, or altered in any manner that requires the City to make repairs or adjustments to the meter boxes or cleanouts for their proper operation, or if the

City has to perform any work, including but not limited to grading or removal of obstructions, to provide access to the City, Developer shall reimburse the City's full cost and expense incurred.

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

30. Failure of either party to enforce any terms of this Agreement shall not be deemed a waiver, in whole or in part, to enforcing any of its terms against the other party, unless such waiver is delivered to the other party in writing. Failure of either party to exercise the rights under this Agreement shall not be deemed a waiver or abandonment of such rights unless such waiver or abandonment be delivered in writing to the other party.

31. This Agreement may be recorded in the Henderson County Register of Deeds Office at the option of the City.

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

[*The remainder of this page is intentionally blank. Signatures appear on the following page.*]

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

DEVELOPER: THE COTTAGES AT SUGARLOAF MEADOWS, LLC, a NC Limited Liability Company

BY:_____ (SEAL)
Rick Moore, Member/Manager

THE CITY OF HENDERSONVILLE

BY:_____ (SEAL)
John F. Connet, City Manager

STATE OF _____ COUNTY OF _____

I, _____, (printed name of notary) a Notary Public of said County and State, do hereby certify that Rick Moore, personally appeared before me this day, and being duly sworn, stated that they are the Member/Manager for The Cottages at Sugarloaf Meadows, LLC, and that they executed and acknowledged the foregoing instrument on behalf of The Cottages at Sugarloaf Meadows, LLC for the purposes stated therein, pursuant the due authorization, and that the instrument is the act and deed of The Cottages at Sugarloaf Meadows, LLC.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

_____
Notary Public Signature (OFFICIAL SEAL)

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

I, _____, (printed name of notary) a Notary Public in and for the State and County aforesaid, do hereby certify that John F. Connet, personally appeared before me and, being duly sworn, stated that he is City Manager of the City of Hendersonville, North Carolina, and that he executed and acknowledged the foregoing instrument on behalf of the City of Hendersonville pursuant to order of the City Council of said City and that the instrument is the act and deed of the City of Hendersonville.

WITNESS my hand and official seal, this _____ day of _____, 20____

My commission expires _____

_____
Notary Public Signature (OFFICIAL SEAL)

Resolution # __-____

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A UTILITY EXTENSION AGREEMENT WITH THE COTTAGES AT SUGARLOAF MEADOWS, LLC FOR THE COTTAGES AT SUGARLOAF MEADOWS SUBDIVISION

WHEREAS, the City of Hendersonville owns, operates and maintains water system to serve customers throughout Henderson County; and

WHEREAS, residential, commercial, and industrial developments often require public water service as a part of their development projects; and

WHEREAS, the Developer extends public water lines to their site, which upon completion and acceptance, are provided to the City to own, operate, and maintain; and

WHEREAS, the City requires a Utility Extension Agreement to be executed to establish requirements of both the Developer and the City for the water line extension process; and

WHEREAS, Cottages at Sugarloaf Meadows, LLC the "Developer" and "Owner", will enter into a Utility Extension Agreement with the City to provide water services to the Cottages at Sugarloaf Meadows Subdivision.

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

1. The Utility Extension Agreement with Cottages at Sugarloaf Meadows, LLC, the "Developer" and "Owner" to provide water service to the Cottages at Sugarloaf Meadows is approved, as presented.
2. City Manager is authorized to execute the Utility Extension Agreement, and to approve and execute amendments to the Utility Extension Agreement in the future provided such amendments do not impose a financial obligation upon the City.
3. City Manager is authorized to acquire easements, rights-of-way, and other interests in real property consistent with the terms of the Utility Extension Agreement, provided that such acquisition does not impose a financial obligation upon the City.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 2nd day of July 2026.

_____

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

_____

Jill Murray, City Clerk

Approved as to form:

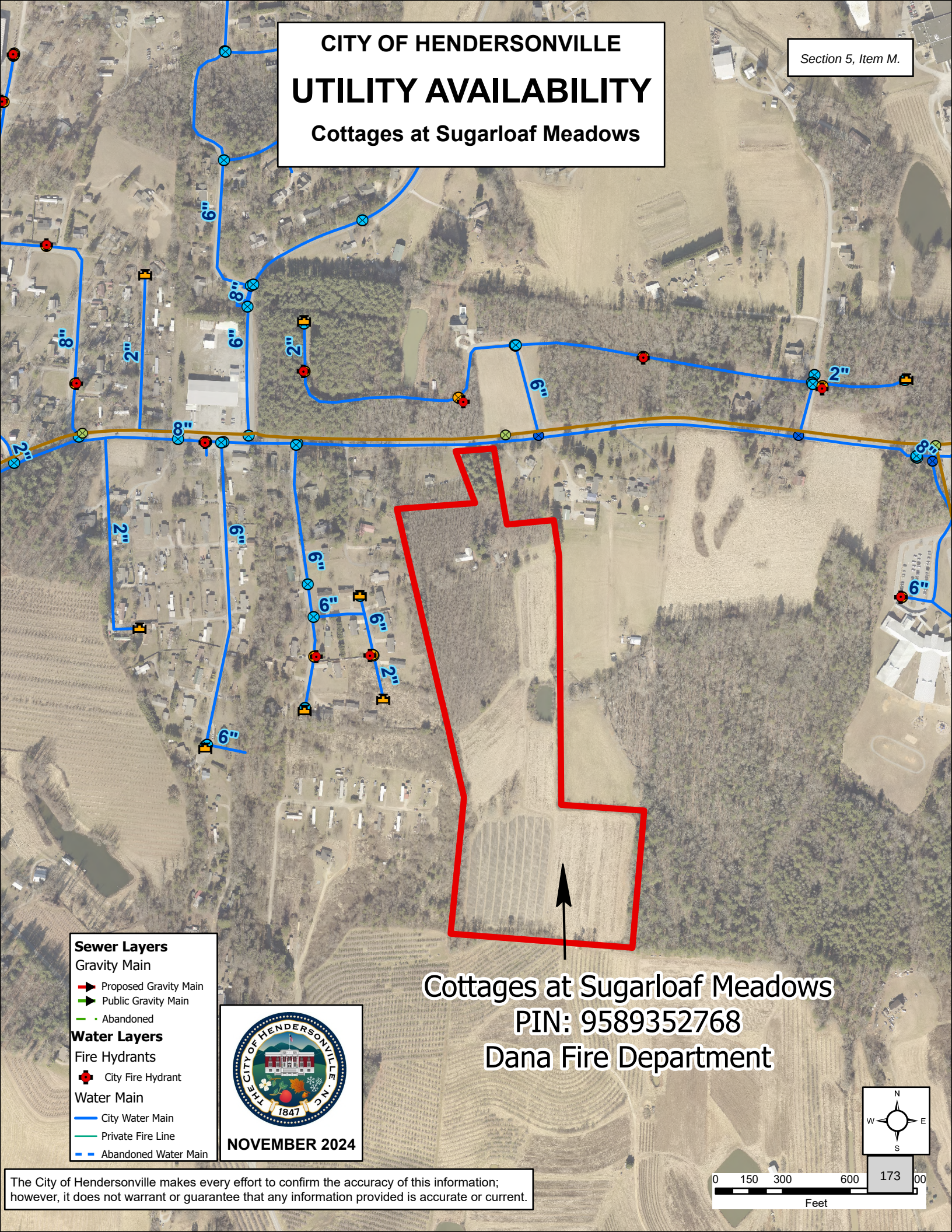
_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

UTILITY AVAILABILITY

Cottages at Sugarloaf Meadows



Sewer Layers

Gravity Main

- Proposed Gravity Main
- Public Gravity Main
- Abandoned

Water Layers

Fire Hydrants

- City Fire Hydrant

Water Main

- City Water Main
- Private Fire Line
- Abandoned Water Main

THE CITY OF HENDERSONVILLE, N.C. 1847

NOVEMBER 2024

N W E S

0 150 300 600 1200 Feet

The City of Hendersonville makes every effort to confirm the accuracy of this information; however, it does not warrant or guarantee that any information provided is accurate or current.

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Adam Murr **MEETING DATE:** 07/02/2026

AGENDA SECTION: CONSENT **DEPARTMENT:** Administration

TITLE OF ITEM: July 2026 Budget Amendments – *Adam Murr, Budget & Eval. Director*

SUGGESTED MOTION(S):

I move City Council adopt budget amendment(s) 07022026-01, 07022026-02, 07022026-03, 07022026-04, 07022026-05, 07022026-06, 07022026-07, and 07022026-08, as presented.

SUMMARY:

- **07022026-01.** An FY27 amendment reflecting a transfer in from the Grey Mill as a revenue source for the housing fund, in place of fund balance appropriations ($295,874) – no bottom-line change to the funds.
- **07022026-02.** An FY26 amendment reflecting the receipt of an insurance check for a damaged vehicle.
- **07022026-03.** An FY26 amendment reflecting the receipt of an insurance check, used to repair a damaged hydrant and fixed pole from a motor vehicle accident.
- **07022026-04.** An amendment to the Helene project increasing total appropriations to $16,929,627 for the execution of projects related to Patton and Whitmire and a Cane Creek Waterline Repair.
- **07022026-05.** An amendment to the General Fund for the end of FY26 in preparation for the annual audit process.
- **07022026-06.** An amendment to the Main St. and 7th Ave MSD Funds for the end of FY26 in preparation for the annual audit process.
- **07022026-07.** An amendment to the Water & Sewer Operating Fund for the end of FY26 in preparation for the annual audit process.
- **07022026-08.** An amendment to the Parking Fund, Stormwater Fund, and Environmental Services Fund for the end of FY26 in preparation for the annual audit process.

BUDGET IMPACT: Described Above

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

ATTACHMENTS:
Budget Amendments 07022026-01, 07022026-02, 07022026-03, 07022026-04, 07022026-05, 07022026-06, 07022026-07, and 07022026-08

TO MAYOR & COUNCIL
APPROVAL: July 02, 2026

FISCAL YEAR 2027
FORM: 07022026-01

BUDGET AMENDMENT

FUND 080 | 301					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
301-0000-470100-18007	Transfer in (from 010)	514,272	-	-	514,272
301-0000-470100-18007	Transfer in (from 032)	50,915	-	-	50,915
301-0000-_____-18007	Note Receivable	729,594	-	-	729,594
301-0000-420050-18007	Grant (NC Commerce, no Interest)	500,000	-	-	500,000
301-0000-460110-18007	Reimbursements	40,000	-	-	40,000
301-0000-550103-18007	Capital Outlay CIP	799,166	-	295,874	503,292
301-0000-598600-18007	Loan to Outside Org (Developer)	500,000	-	-	500,000
301-0000-598901-18007	Transfer out (to 010)	329,615	-	-	329,615
301-0000-598901-18007	Transfer out (to 080)	-	295,874	-	295,874
301-0000-598901-18007	Transfer out (to 301, #18007)	206,000	-	-	206,000
FUND 301 Grey Mill Project #18007	TOTAL REVENUES	1,834,781	-	-	1,834,781
	TOTAL EXPENDITURES	1,834,781	295,874	295,874	1,834,781
080-0000-470900	Fund Balance Appropriated	295,874	-	295,874	-
080-0000-470100	Transfer In (from 301, #18007)	-	295,874	-	295,874
080-8002-519200	Contracted Services	295,874	-	-	295,874
FUND 080 Housing Fund	TOTAL REVENUES	295,874	295,874	295,874	295,874
	TOTAL EXPENDITURES	295,874	-	-	295,874
An amendment reflecting $295,847 revenues in the Housing Fund (080) from the Grey Mill project (fund 301, project #18007) in place of fund balance appropriation.					

The City Manager and City Clerk certify budget ordinance amendment 07022026-01 was approved by City Council on July 02, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: July 02, 2026

FISCAL YEAR 2026
FORM: 07022026-02

BUDGET AMENDMENT

FUND 060					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
060-0000-470030	Insurance Proceeds	34,578	30,767	-	65,345
060-7050-524030	R&M Trucks	20,000	30,767	-	50,767
FUND 060	TOTAL REVENUES	34,578	30,767	-	65,345
	TOTAL EXPENDITURES	20,000	30,767	-	50,767
An amendment reflecting $30,767 of insurance proceeds for asset 14-170 following an accident that resulted in the asset being totaled.					

The City Manager and City Clerk certify budget ordinance amendment 07022026-02 was approved by City Council on July 02, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: July 02, 2026

FISCAL YEAR 2026
FORM: 07022026-03

BUDGET AMENDMENT

FUND 010					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
010-0000-470030	Insurance Proceeds	63,514	10,129	-	73,643
010-1555-524040	R&M Streets & Sidewalks	-	10,129	-	10,129
FUND 010	TOTAL REVENUES	63,514	10,129	-	73,643
	TOTAL EXPENDITURES	-	10,129	-	10,129
An amendment reflecting $10,129 of insurance proceeds for the repair of a fixed pole and fire hydrant that was damaged in a vehicle accident.					

The City Manager and City Clerk certify budget ordinance amendment 07022026-03 was approved by City Council on July 02, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: July 02, 2026

FISCAL YEAR 2026
FORM: 07022026-04

BUDGET AMENDMENT

FUND 360 | 410 | 460					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
360 - Revenues	FEMA Grants/Reimb. (Helene)	6,676,000	-	5,530,809	1,145,191
360 - Revenues	NCEM Loan (Helene)	1,172,004	-	-	1,172,004
360 - Expenditures	FEMA Grants/Reimb. Expenditures (Helene)	5,000,000	-	5,000,000	-
360 - Expenditures	NCEM Loan Expenditures (Helene)	1,172,004	-	1,172,004	-
360-HEA01	Helene Expenditures - HEA01	395,000	154,500	-	549,500
360-HEB01	Helene Expenditures - HEB01	1,175,000	-	-	1,175,000
360-HEZ01	Helene Expenditures - HEZ01	106,000	486,695	-	592,695
FUND 360 NCEM/Insurance	TOTAL REVENUES	7,848,004	-	5,530,809	2,317,195
	TOTAL EXPENDITURES	7,848,004	641,195	6,172,004	2,317,195
410	FEMA Grants/Reimb. (Helene)	534,288	5,859,634	-	6,393,922
410 - Misc. Expenditures	Helene Expenditures - Misc.	-	1,000,000	-	1,000,000
410-HEE01	Helene Expenditures - HEE01	327,788	372,212	-	700,000
410-HEG14	Helene Expenditures - HEG14	97,000	3,880,222	-	3,977,222
410-HEC05	Helene Expenditures - HEC05	100,100	400	-	100,500
410-HEG11	Helene Expenditures - HEG11	4,000	-	4,000	-
410-HEG06	Helene Expenditures - HEG06	4,500	30,500	-	35,000
410-HEE02	Helene Expenditures - HEE02	300	499,700	-	500,000
410-HEG04	Helene Expenditures - HEG04	300	-	300	-
410-HEF27	Helene Expenditures - HEF27	300	700	-	1,000
410-HEC11	Helene Expenditures - HEC11	-	29,000	-	29,000
410-HEC08	Helene Expenditures - HEC08	-	34,300	-	34,300
410-HEG02	Helene Expenditures - HEG02	-	8,400	-	8,400
410-HEG04	Helene Expenditures - HEG04	-	500	-	500
410-HEG07	Helene Expenditures - HEG07	-	8,000	-	8,000
FUND 410 Gov. Helene Projects	TOTAL REVENUES	534,288	5,859,634	-	6,393,922
	TOTAL EXPENDITURES	534,288	5,863,934	4,300	6,393,922

460	FEMA Grants/Reimb. (Helene)	2,822,500	5,396,010	-	8,218,510
460 - Misc. Expenditures	Helene Expenditures - Misc.	-	2,000,000	-	2,000,000
460-HEB01	Helene Expenditures - HEB01	790,000	-	1,917	788,083
460-HEF02	Helene Expenditures - HEF02	1,120,000	1,951,961	-	3,071,961
460-HEF03	Helene Expenditures - HEF03	12,500	104,075	-	116,575
460-HEF04	Helene Expenditures - HEF04	2,000	7,865	-	9,865
460-HEF05	Helene Expenditures - HEF05	5,000	8,000	-	13,000
460-HEF08	Helene Expenditures - HEF08	142,000	176,000	-	318,000
460-HEF16	Helene Expenditures - HEF16	470,000	944,262	-	1,414,262
460-HEF18	Helene Expenditures - HEF18	30,000	-	-	30,000
460-HEF19	Helene Expenditures - HEF19	35,000	154	-	35,154
460-HEF20	Helene Expenditures - HEF20	32,000	276	-	32,276
460-HEF21	Helene Expenditures - HEF21	20,000	-	1,096	18,904
460-HEF22	Helene Expenditures - HEF22	60,000	-	685	59,315
460-HEF23	Helene Expenditures - HEF23	30,000	-	1,240	28,760
460-HEF24	Helene Expenditures - HEF24	63,000	-	978	62,022
460-HEF25	Helene Expenditures - HEF25	8,000	-	517	7,483
460-HEF06	Helene Expenditures - HEF06	3,000	29,000	-	32,000
460-HEF11	Helene Expenditures - HEF11	-	18,250	-	18,250
460-HEF28	Helene Expenditures - HEF28	-	122,600	-	122,600
460-HEF29	Helene Expenditures - HEF29	-	40,000	-	40,000
FUND 460	TOTAL REVENUES	2,822,500	5,396,010	-	8,218,510
Ent. Helene Projects	TOTAL EXPENDITURES	2,822,500	5,402,443	6,433	8,218,510

An FY26 budget amendment to the Hurricane Helene Project(s) increasing the total appropriation to $16,929,627.

The City Manager and City Clerk certify budget ordinance amendment 07022026-04 was approved by City Council on July 02, 2026.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL
APPROVAL: July 02, 2026

FISCAL YEAR 2026
FORM: 07022026-05

BUDGET AMENDMENT

FUND 010					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
010-0000-400101	Ad Valorem Taxes	16,150,000	280,825		16,430,825
010-0000-400150	Tax - Interest	2,500	40,000		42,500
010-0000-420051	Local/Private Grant Revenue	-	5,000		5,000
010-0000-430006	Boyd Park Golf Revenues	29,000	1,500		30,500
010-0000-430007	Boyd Park Concessions	2,600	175		2,775
010-0000-440005	Fire Permits & Fees	11,150	1,500		12,650
010-0000-440008	Zoning Permits	22,500	12,500		35,000
010-0000-440010	Special Project Fees-Planning	15,000	10,000		25,000
010-0000-440011	Demo Fees	1,050	200		1,250
010-0000-440012	Street Sidewlk Encroachment	1,650	1,500		3,150
010-0000-450002	Powell Bill Interest	18,906	2,500		21,406
010-0000-460002	Miscellaneous Income - Police	8,980	5,500		14,480
010-0000-460003	Miscellaneous Income - Public Works	-	2,000		2,000
010-0000-460021	Zoning & Other Ordinance Violations	-	500		500
010-0000-460090	Contributions/Donations	16,616	20,000		36,616
010-0000-470030	Insurance Proceeds	63,514	10,000		73,514
010-1001-540001	Special Appropriations	445,120	6,000		451,120
010-1002-501001	Salaries - Regular	488,571	2,900		491,471
010-1002-501010	Salaries - Overtime	550	5,000		5,550
010-1002-502005	Group Med & Life Ins	62,527	5,000		67,527
010-1002-502050	Retirement Expense	69,654	1,500		71,154
010-1002-502056	COH Match Retirement Expense	10,650	2,500		13,150
010-1002-519200	Contracted Services	136,400	88,855		225,255
010-1002-523001	Utilities - Electricity	485,500	-	50,000	435,500
010-1005-501010	Salaries - Overtime	-	400		400
010-1005-502005	Group Med & Life Ins	14,128	3,000		17,128
010-1005-502056	COH Match Retirement Expense	3,875	400		4,275
010-1005-523003	Utilities - Telephone & Internet	-	200		200
010-1005-531215	Dues & Subscriptions	12,000	900		12,900

010-1007-460090	Contributions/Donations	-	650		650
010-1007-501010	Salaries - Overtime	2,750	800		3,550
010-1007-502005	Group Med & Life Ins	30,440	700		31,140
010-1007-502050	Retirement Expense	31,075	300		31,375
010-1007-502056	COH Match Retirement Expense	5,855	700		6,555
010-1007-521010	Office Supplies	300	565		865
010-1008-501030	Salaries - Incentive Payments	3,580	55		3,635
010-1008-502056	COH Match Retirement Expense	5,170	250		5,420
010-1008-531100	Fuel	-	14,870		14,870
010-1010-501001	Salaries - Regular	58,403	11,200		69,603
010-1010-501010	Salaries - Overtime	350	100		450
010-1010-502001	Fica Tax Expense	4,856	500		5,356
010-1010-502005	Group Med & Life Ins	7,254	2,500		9,754
010-1010-502050	Retirement Expense	8,022	2,000		10,022
010-1010-502056	COH Match Retirement Expense	1,415	600		2,015
010-1010-523001	Utilities - Electricity	-	5,890		5,890
010-1014-501030	Salaries - Incentive Payments	3,350	250		3,600
010-1014-502056	COH Match Retirement Expense	4,460	700		5,160
010-1014-502091	Worker's Comp Ins	1,860	120		1,980
010-1014-523003	Utilities - Telephone & Internet	5,000	3,180		8,180
010-1200-501010	Salaries - Overtime	9,000	2,600		11,600
010-1200-501030	Salaries - Incentive Payments	6,100	400		6,500
010-1200-519200	Contracted Services	53,500	13,725		67,225
010-1300-210002	Miscellaneous Payable	-	1,150		1,150
010-1300-430001	Miscellaneous Sales	-	185		185
010-1300-460091	Police Contribution/Donation	-	800		800
010-1300-501002	Salaries - Board/ Part Time/Temp/Aux	75,200	15,500		90,700
010-1300-501010	Salaries - Overtime	125,000	32,000		157,000
010-1300-501012	Salaries - Standby Pay	21,200	3,100		24,300
010-1300-502056	COH Match Retirement Expense	11,000	900		11,900
010-1300-519200	Contracted Services	112,199	34,375		146,574
010-1400-501002	Salaries - Board/ Part Time/Temp/Aux	44,500	2,800		47,300
010-1400-501010	Salaries - Overtime	186,500	19,500		206,000
010-1400-502056	COH Match Retirement Expense	43,625	15,300		58,925
010-1400-502091	Worker's Comp Ins	41,004	1,775		42,779

010-1400-519200	Contract Services	74,860	18,820		93,680
010-1502-521001	Supplies & Materials	5,000	9,355		14,355
010-1521-501025	Salaries - Uniform/Taxab	6,800	500		7,300
010-1521-502056	COH Match Retirement Expense	3,170	900		4,070
010-1521-519200	Contracted Services	42,540	5,955		48,495
010-1523-501001	Salaries - Regular	112,192	3,500		115,692
010-1523-501002	Salaries - Board/ Part Time/Temp/Aux	20,850	200		21,050
010-1523-501010	Salaries - Overtime	7,250	2,600		9,850
010-1523-502005	Group Med & Life Ins	22,464	6,500		28,964
010-1523-502050	Retirement Expense	17,474	200		17,674
010-1523-502056	COH Match Retirement Expense	1,985	700		2,685
010-1523-519200	Contracted Services	155,950	5,375		161,325
010-1525-501010	Salaries - Overtime	5,300	9,500		14,800
010-1525-501012	Salaries - Standby Pay	-	900		900
010-1525-502050	Retirement Expense	70,063	900		70,963
010-1525-502056	COH Match Retirement Expense	3,590	2,300		5,890
010-1525-519200	Contracted Services	40,000	29,585		69,585
010-1555-521100	Uniforms	11,095	810		11,905
010-1555-524010	R & M - Bulidings	-	2,200		2,200
010-1555-519200	Contracted Services	20,050	17,100		37,150
010-1560-501001	Salaries - Regular	198,462	3,250		201,712
010-1560-501010	Salaries - Overtime	6,010	6,000		12,010
010-1560-502005	Group Med & Life Ins	61,162	200		61,362
010-1560-502050	Retirement Expense	32,479	800		33,279
010-1560-502056	COH Match Retirement Expense	2,980	1,800		4,780
010-1560-519200	Contracted Services	55,000	4,650		59,650
010-1565-519200	Contract Services	-	600		600
010-1565-531225	Training/Training	(0)	5		5
010-2102-519200	Contract Services	-	300		300
010-7002-523001	Utilities - Electricity	-	750		750
010-7002-531265	Drug Testing	-	500		500
010-7855-501030	Salaries - Incentive Payments	560	50		610
010-7855-502056	COH Match Retirement Expense	120	200		320
FUND 010	TOTAL REVENUES	23,748,466	393,700	-	16,737,166
General Fund	TOTAL EXPENDITURES	3,661,589	443,700	50,000	4,003,051
An end-of-year FY26 amendment adjusting personnel, operating, and capital budget in the General Fund in preparation for the annual audit process.					

The City Manager and City Clerk certify budget ordinance amendment 07022026-05 was approved by City Council on July 02, 2026.

City Manager Date

City Clerk Date

TO MAYOR & COUNCIL
APPROVAL: July 02, 2026

FISCAL YEAR 2026
FORM: 07022026-06

BUDGET AMENDMENT

FUND 020 | 021					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
020-1002-501001	Salaries - Regular	8,549	150	-	8,699
020-1005-501001	Salaries - Regular	3,045	250	-	3,295
020-1007-501001	Salaries - Regular	4,608	15	-	4,623
020-1010-501001	Salaries - Regular	983	1,100	-	2,083
020-1502-501001	Salaries - Regular	12,250	-	4,965	7,285
020-1523-519200	Contract Services	19,962	-	500	19,462
020-1525-521001	Supplies & Materials	850	500	-	1,350
020-1560-501001	Salaries - Regular	9,923	750	-	10,673
020-2102-501001	Salaries - Regular	150,456	2,700	-	153,156
FUND 020	TOTAL REVENUES	-	-	-	-
Main St. MSD Fund	TOTAL EXPENDITURES	210,626	5,465	5,465	210,626
021-1200-502056	COH Match Retirement Expense	1,135	-	750	385
021-1523-501001	Salaries - Regular	2,196	400	-	2,596
021-1560-501001	Salaries - Regular	2,481	150	-	2,631
021-2102-521001	Supplies & Materials	-	300	-	300
021-2202-501001	Salaries - Regular	48,865	200	-	49,065
021-2202-523001	Utilities - Electricity	11,000	-	300	10,700
FUND 021	TOTAL REVENUES	-	-	-	-
7th Ave. MSD Fund	TOTAL EXPENDITURES	65,676	1,050	1,050	65,676

An end-of-year FY26 amendment adjusting personnel, operating, and capital budget in the Main Street MSD Fund and 7th Avenue MSD Fund in preparation for the annual audit process.

The City Manager and City Clerk certify budget ordinance amendment 07022026-06 was approved by City Council on July 02, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: July 02, 2026

FISCAL YEAR 2026
FORM: 07022026-07

BUDGET AMENDMENT

FUND 060					
ACCOUNT NUMBER	**ACCOUNT DESCRIPTION**	**EXISTING BUDGET**	**INCREASE**	**DECREASE**	**REVISED BUDGET**
060-1002-501001	Salaries - Regular	519,189	22,000	-	541,189
060-1002-519200	Contract Services	12,475	20,000	-	32,475
060-1007-501001	Salaries - Regular	202,730	2,000	-	204,730
060-1008-501001	Salaries - Regular	1,004,767	-	59,000	945,767
060-1008-519101	Prof Services-Audit	37,278	65,000	-	102,278
060-1010-501001	Salaries - Regular	273,818	20,000	-	293,818
060-1010-519200	Contract Services	333,739	-	20,000	313,739
060-1523-501001	Salaries - Regular	109,021	15,000	-	124,021
060-7002-519104	Prof Services-Engring	21,000	-	20,000	1,000
060-7002-523001	Utilities - Electricity	1,240,000	-	95,000	1,145,000
060-7002-523005	Utilities - Water & Sewer	-	95,000	-	95,000
060-7035-519200	Contract Services	122,000	-	20,000	102,000
060-7055-519200	Contract Services	52,000	-	20,000	32,000
060-7155-519200	Contract Services	65,230	-	5,000	60,230
FUND 060	TOTAL REVENUES	-	-	-	-
Water & Sewer Op. Fund	TOTAL EXPENDITURES	3,993,248	239,000	239,000	3,993,248

An end-of-year FY26 amendment adjusting personnel, operating, and capital budget in the Water & Sewer Operating Fund in preparation for the annual audit process.

The City Manager and City Clerk certify budget ordinance amendment 07022026-07 was approved by City Council on July 02, 2026.

City Manager _____ Date _____

City Clerk _____ Date _____

TO MAYOR & COUNCIL
APPROVAL: July 02, 2026

FISCAL YEAR 2026
FORM: 07022026-08

BUDGET AMENDMENT

FUND 064 | 067 | 068

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET
064-0000-450001	Interest Income	2,000	59,250	-	61,250
064-1002-501001	Salaries - Regular	17,098	350	-	17,448
064-1005-501001	Salaries - Regular	6,649	150	-	6,799
064-1007-501001	Salaries - Regular	9,215	150	-	9,365
064-1010-519200	Contract Services	13,200	600	-	13,800
064-1560-501001	Salaries - Regular	37,212	5,000	-	42,212
064-7455-519200	Contract Services	50,000	-	15,000	35,000
064-7455-521001	Supplies & Materials	21,970	-	14,000	7,970
064-7455-523005	Utilities - Water & Sewer	-	1,000	-	1,000
064-7455-524020	R & M - Equipment	-	9,000	-	9,000
064-7455-531210	Permits, License And Fees	103,877	66,000	-	169,877
064-7455-531260	Credit Card Processing Fees	40,000	6,000	-	46,000
FUND 064	TOTAL REVENUES	2,000	59,250	-	61,250
Parking Fund	TOTAL EXPENDITURES	299,221	88,250	29,000	358,471
067-1002-501001	Salaries - Regular	37,185	2,300	-	39,485
067-1005-523004	Cellphone Stipend	-	25	-	25
067-1005-501001	Salaries - Regular	13,823	200	-	14,023
067-1010-501001	Salaries - Regular	44,803	3,000	-	47,803
067-1010-519200	Contract Services	19,799	2,000	-	21,799
067-1014-501010	Salaries - Overtime	-	1,500	-	1,500
067-1014-524030	R & M - Trucks	-	200	-	200
067-1525-501001	Salaries - Regular	169,520	1,300	-	170,820
067-7555-501001	Salaries - Regular	178,859	2,200	-	181,059
067-7555-501002	Salaries - Board/ Part Time/Temp/Aux	120	6,000	-	6,120
067-7555-519200	Contract Services	296,700	-	18,725	277,975
FUND 067	TOTAL REVENUES	-	-	-	-
Stormwater Fund	TOTAL EXPENDITURES	760,809	18,725	18,725	760,809

068-1002-501001	Salaries - Regular	25,647	500		26,147
068-1005-501001	Salaries - Regular	9,134	750		9,884
068-1007-501001	Salaries - Regular	13,823	150		13,973
068-1010-501001	Salaries - Regular	2,950	1,250		4,200
068-1010-519200	Contract Services	19,799	1,500		21,299
068-1521-519200	Contract Services	3,494	400		3,894
068-7855-501001	Salaries - Regular	789,213		4,550	784,663
FUND 068	TOTAL REVENUES	-	-	-	-
Env. Services Fund	TOTAL EXPENDITURES	864,059	4,550	4,550	864,059

An end-of-year FY26 amendment adjusting personnel, operating, and capital budget in the Parking Fund, Stormwater Fund, and Env. Services Fund in preparation for the annual audit process.

The City Manager and City Clerk certify budget ordinance amendment 07022026-08 was approved by City Council on July 02, 2026.

City Manager Date

City Clerk Date

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Brendan Shanahan **MEETING DATE:** July 2, 2026

AGENDA SECTION: Presentations **DEPARTMENT:** Engineering

TITLE OF ITEM: Clear Creek Greenway Project Update – *Brendan Shanahan, City Engineer*

SUGGESTED MOTION(S):

N/A

SUMMARY:

This presentation serves to update Council on the status of the Clear Creek Greenway project. Additionally, we have the opportunity to recognize the generosity of certain organizations who have supported the project and will have representation present at the meeting.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? Yes

If no, describe how it will be funded.

ATTACHMENTS:

Presentation

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Sam Hayes

MEETING DATE: July 2nd, 2026

AGENDA SECTION: Public Hearing

DEPARTMENT: Community Development

TITLE OF ITEM: Annexation: Public Hearing- Ironwood Square (26-37-ANX) – *Sam Hayes, Planner II*

SUGGESTED MOTION(S):

For Approval:	**For Denial:**
I move City Council adopt an ordinance of the City of Hendersonville to annex noncontiguous property owned by Kieran Roe and Emily Balcken, identified as PINs 9577-79-4384, 9577-79-3365, and 9577-79-2337, finding that the standards established by North Carolina General Statute 160A-58.1 have been satisfied and that the annexation is in the best interest of the City.	I move that City Council deny the petition received from by Kieran Roe and Emily Balcken, requesting the annexation of that property having PINs 9577-79-4384, 9577-79-3365, and 9577-79-2337.

SUMMARY: *File # 26-37-ANX*

The City of Hendersonville has received a petition from Drake Bruner, Kieran Roe, and Emily Balcken for satellite annexation of PINs 9577-79-4384, 9577-79-3365, and 9577-79-2337 located on Case Street that is approximately .87 acres. Please refer to the attached maps for additional information.

On June 4th, 2026, City Council accepted the City Clerk's Certificate of Sufficiency for the petition submitted by Drake Bruner, Kieran Roe, and Emily Balcken and set July 2nd, 2026, as the date for the public hearing.

PROJECT/PETITIONER NUMBER:	• 26-37-ANX
PETITIONER NAME:	• Drake Bruner (Applicant) • Kieran Roe – Conserving Carolina (Property Owner) • Emily Balcken – Children and Family Resource Center (Property Owner)

ATTACHMENTS:	1. Ordinance 2. Signed Certificate of Sufficiency 3. Signed Resolution setting public hearing 4. Annexation Plat 5. Typed legal description 6. GIS map 7. Deeds 8. Annexation Applications

Ordinance #___-____

Return to: City of Hendersonville box

AN ORDINANCE OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO EXTEND THE CORPORATE LIMITS OF THE CITY AS A SATELLITE ANNEXATION

Re: Petition for Satellite Annexation
Petitioners: Drake Bruner (Applicant), Kieran Roe – Conserving Carolina and Emily Balcken – Children and Family Resource Center (Property Owners)
File No. 26-37-ANX

WHEREAS, The City of Hendersonville has been petitioned by Drake Bruner pursuant to North Carolina General Statutes (NCGS) 160A-58.1, as amended, to annex the area described herein below; and,

WHEREAS, the City Clerk has investigated and certified the sufficiency of said petition; and,

WHEREAS, a public hearing on the question of this annexation was held at the City Operations Building 305 Williams Street at 5:45 pm, on the 2nd day of July 2026, after due notice by publication as provided by law on the 21st of June, 2026; and

WHEREAS, the City Council further finds the areas described therein meets the standards of N.C. G.S. 160A-58.1(b), to wit;

1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.

2. The nearest point on the proposed satellite corporate limit is approximately 800’ from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.
3. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S.160A-58.1 (a).
4. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville (Village of Flat Rock approximately 1550’).
5. The area is situated so the City will be able to provide the same services within the proposed corporate limits that is provided within the primary corporate limits.
6. The area proposed for annexation is not subject to subdivision regulation as described N.C.G.S. § 160D-802
7. The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.
8. The area for annexation meets all other requirements defined in NC 160A-58.54 regarding the character of the area to be annexed.

WHEREAS, the City further finds that the petition has been signed by all the owners of real property in the area who are required by law to sign; and

WHEREAS, the City further finds that the petition is otherwise valid, and that the public health, safety and welfare of the City and of the area proposed for annexation will be best served by annexing the area described;

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

1: By virtue of the authority granted by N.C.G.S. 160A-58.2, as amended, the following described noncontiguous area is hereby annexed and made part of the City of Hendersonville as of the second day of July 2026.

Being all of that real property consisting of PINs 9577-79-4384, 9577-79-3365, and 9577-79-2337 described in the plat recorded in Book 2026- _____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9577-79-4384, 9577-79-3365, and 9577-79-2337 being described by metes and bounds as follows:

Beginning at an Existing 1/2" Iron Pipe;
Thence S 83°39'08"E a distance of 381.20' to an Existing Spike in the centerline of Case Street, S.R. 1784;
Thence with the centerline of said street S 05°55'16"W a distance of 99.39' to a Point in said centerline;

Thence N 83°34'00"W a distance of 129.93' to an existing 1/2" Iron Pipe;
Thence N 83°41'29"W a distance of 252.19' to an existing 1/2" Iron Pipe;
Thence N 06°26'51"E a distance of 99.37' to the Point of Beginning,
having an Area of 37927.9 square feet, 0.87 Acres

Being Book of Record 4273, Page 369, Book of Record 4404, Page 060 and Book of Record 4404, Page 064. Also being Lot "A", Lot "B" and Lot "C" Slide 16832.

2: Upon and after the second day of July 2026, the above-described territory, and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Hendersonville and shall be entitled to the same privileges and benefits as other parts of the City of Hendersonville. Said territory shall be subject to municipal taxes according to NCGS 160A-58.10, as amended.

3. The Mayor of the City of Hendersonville shall cause to be recorded in the office of the Register of Deeds of Henderson County and at the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1, above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Henderson County Board of Elections, as required by G. S. 163-288.1.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of _____, 20____.

_____
Barbara G. Volk, Mayor, City of Hendersonville

Attest:

_____
Jill Murray, City Clerk

Approved as to form:

_____
Angela S. Beeker, 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 of Mayor of the City of Hendersonville; Jill Murray, in her capacity of City Clerk personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal, this _____ day of _____, 20_____.

My commission expires:

_____

CERTIFICATE OF SUFFICIENCY

Re: Petition for Satellite Annexation
Petitioners: Drake Bruner, Kieran Roe, Emily Balcken
File No. 26-37-ANX

To the Honorable Mayor and members of the City Council of Hendersonville, North Carolina:
I, Jill Murray, City Clerk, being first duly sworn, hereby certify that:

1. A petition has been received for satellite annexation of properties consisting of +/- .87 acres located on Case Street in Hendersonville, NC, being tax parcel PINs 9577-79-4384, 9577-79-3365, and 9577-79-2337, and being more particularly described on Exhibit A, attached hereto and incorporated by reference, hereinafter "Petition."

2. An investigation has been completed as required by N.C.G.S. § 160A-58.2 of the Petition for compliance with the requirements of N.C.G.S. § 160A-58.1.

Based upon this investigation, I find that

1. The Petition includes a metes and bounds description of the area proposed for annexation and has attached a map showing the proposed satellite area.
2. The nearest point on the proposed satellite corporate limit is approximately 800' from the primary corporate limits of the City of Hendersonville, which is less than 3 miles.
3. The Petition includes the names and addresses and signatures of all owners of real property lying in the area described therein, except those not required to sign by G.S.160A-58.1 (a).
4. No point on the proposed satellite corporate limits is closer to the primary corporate limits of another city than to the primary corporate limits of Hendersonville (Village of Flat Rock approximately 1550').
5. The area is situated so the City will be able to provide the same services within the proposed corporate limits that is provided within the primary corporate limits.
6. The area proposed for annexation is not subject to subdivision regulation as described N.C.G.S. § 160D-802
7. The total area within the proposed satellite corporate limits, when added to the area within all the other satellite corporate limits of the City, does not exceed ten (10%) of the area within the primary corporate limits of the City.
8. The area for annexation meets all other requirements defined in NC 160A-58.54 regarding the character of the area to be annexed.

Having made the findings stated above, I hereby certify the Petition appears to be valid.

In witness hereof, I have set my hand and the City Seal on this the 3rd day of June, 2026.

(City Seal)

Jill Murray, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

Beginning at an Existing 1/2" Iron Pipe;

Thence S 83°39'08"E a distance of 381.20' to an Existing Spike in the centerline of Case Street, S.R. 1784;

Thence with the centerline of said street S 05°55'16"W a distance of 99.39' to a Point in said centerline;

Thence N 83°34'00"W a distance of 129.93' to an existing 1/2" Iron Pipe;

Thence N 83°41'29"W a distance of 252.19' to an existing 1/2" Iron Pipe;

Thence N 06°26'51"E a distance of 99.37' to the Point of Beginning, having an Area of 37927.9 square feet, 0.87 Acres

Being Book of Record 4273, Page 369, Book of Record 4404, Page 060 and Book of Record 4404, Page 064. Also being Lot "A", Lot "B" and Lot "C" Slide 16832.

Resolution #R-26-48

RESOLUTION BY THE CITY OF HENDERSONVILLE CITY COUNCIL FIXING DATE OF PUBLIC HEARING ON QUESTION OF ANNEXATION

PURSUANT TO G.S. 160A-58.2

WHEREAS, a petition requesting annexation of the satellite area described herein has been received; and

WHEREAS, certification by the City Clerk as to the sufficiency of the petition has been made;

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

Section 1. A public hearing on the question of annexation of the satellite area described herein will be held at City Operations Center located at 305 William St. Hendersonville NC, 28792 at 5:45 p.m. July 2nd, 2026, or as soon thereafter as it may be heard.

Section 2. The area proposed for annexation is described as follows:

Being all of that real property consisting of PINs 9577-79-4384, 9577-79-3365, and 9577-79-2337 described in the plat recorded in Book 2026- ____ [to be inserted at recording of the plat] of the Henderson County Registry, said PINs 9577-79-4384, 9577-79-3365, and 9577-79-2337 being described by metes and bounds as follows:

Beginning at an Existing 1/2" Iron Pipe;

Thence S 83°39'08"E a distance of 381.20' to an Existing Spike in the centerline of Case Street, S.R. 1784;

Thence with the centerline of said street S 05°55'16"W a distance of 99.39' to a Point in said centerline;

Thence N 83°34'00"W a distance of 129.93' to an existing 1/2" Iron Pipe;

Thence N 83°41'29"W a distance of 252.19' to an existing 1/2" Iron Pipe;

Thence N 06°26'51"E a distance of 99.37' to the Point of Beginning, having an Area of 37927.9 square feet, 0.87 Acres

Re: Petition for Satellite Annexation
Petitioners: Drake Bruner (applicant), Kieran Roe – Conserving Carolina (Property owner), Emily Balcken – Children and Family Resource Center (Property Owner)

File No. 26-37-ANX

Section 3. Notice of the public hearing shall be published once in The Hendersonville Times-News, a newspaper having general circulation in the City of Hendersonville, at least 10 days prior to the date of the public hearing.

Adopted by the City Council of the City of Hendersonville, North Carolina on this 4th day of June, 2026.

Attest:

Barbara G. Volk, Mayor, City of Hendersonville

Jill Murray, City Clerk

Approved as to form:

Angela S. Beeker, City Attorney

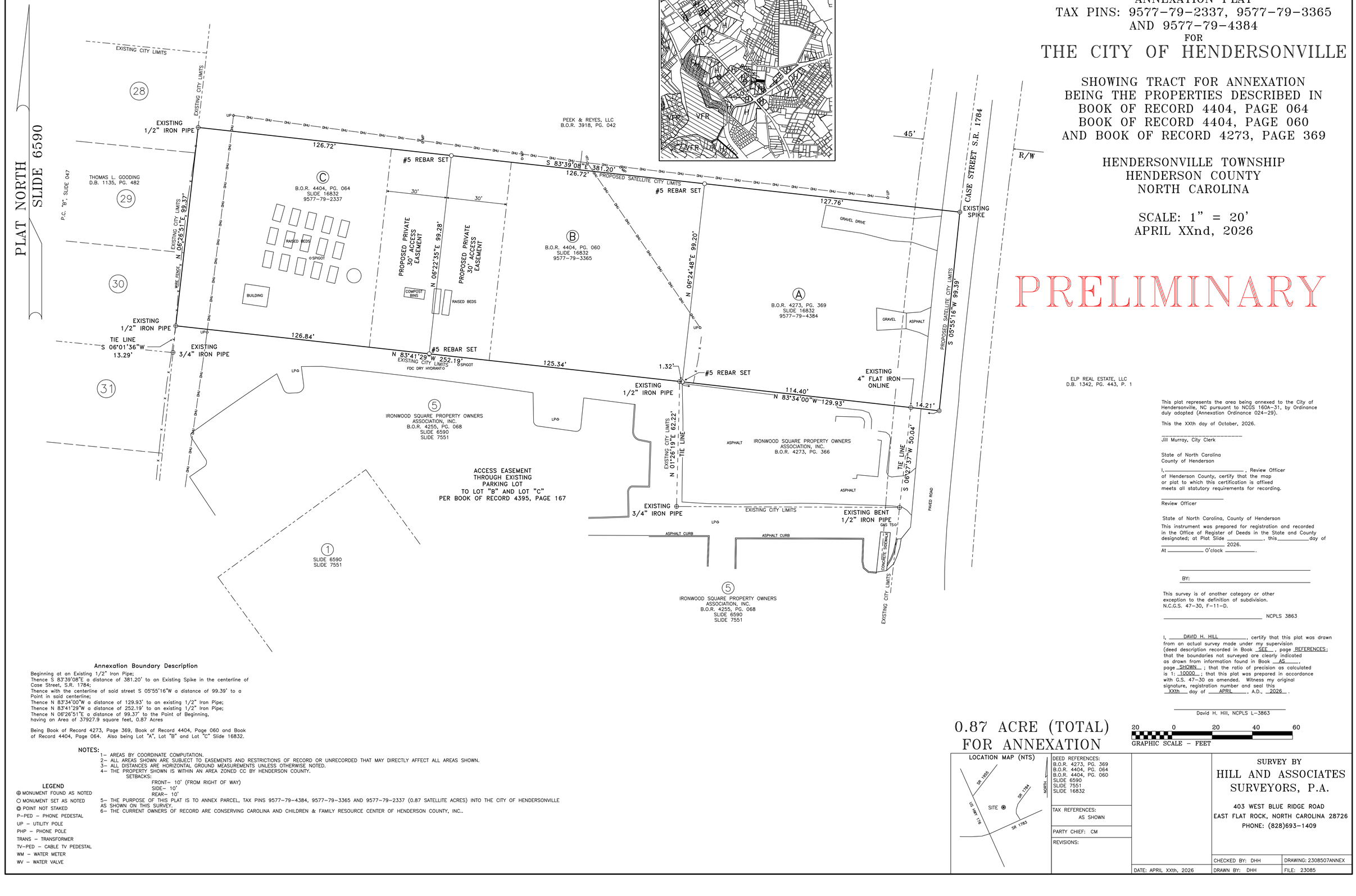
ANNEXATION PLAT
TAX PINS: 9577-79-2337, 9577-79-3365 AND 9577-79-4384
FOR
THE CITY OF HENDERSONVILLE

SHOWING TRACT FOR ANNEXATION
BEING THE PROPERTIES DESCRIBED IN BOOK OF RECORD 4404, PAGE 064 BOOK OF RECORD 4404, PAGE 060 AND BOOK OF RECORD 4273, PAGE 369

HENDERSONVILLE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA

SCALE: 1" = 20'
APRIL XXnd, 2026

PRELIMINARY



Annexation Boundary Description

Beginning at an Existing 1/2" Iron Pipe;
Thence S 83°39'08"E a distance of 381.20' to an Existing Spike in the centerline of Case Street, S.R. 1784;
Thence with the centerline of said street S 05°55'16"W a distance of 99.39' to a Point in said centerline;
Thence N 83°34'00"W a distance of 129.93' to an existing 1/2" Iron Pipe;
Thence N 83°41'29"W a distance of 252.19' to an existing 1/2" Iron Pipe;
Thence N 06°26'51"E a distance of 99.37' to the Point of Beginning,
having an Area of 37927.9 square feet, 0.87 Acres

Being Book of Record 4273, Page 369, Book of Record 4404, Page 060 and Book of Record 4404, Page 064. Also being Lot "A", Lot "B" and Lot "C" Slide 16832.

NOTES:

1- AREAS BY COORDINATE COMPUTATION.
2- ALL AREAS SHOWN ARE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD OR UNRECORDED THAT MAY DIRECTLY AFFECT ALL AREAS SHOWN.
3- ALL DISTANCES ARE HORIZONTAL GROUND MEASUREMENTS UNLESS OTHERWISE NOTED.
4- THE PROPERTY SHOWN IS WITHIN AN AREA ZONED CC BY HENDERSON COUNTY.
SETBACKS:
FRONT- 10' (FROM RIGHT OF WAY)
SIDE- 10'
REAR- 10'
5- THE PURPOSE OF THIS PLAT IS TO ANNEX PARCEL, TAX PINS 9577-79-4384, 9577-79-3365 AND 9577-79-2337 (0.87 SATELLITE ACRES) INTO THE CITY OF HENDERSONVILLE AS SHOWN ON THIS SURVEY.
6- THE CURRENT OWNERS OF RECORD ARE CONSERVING CAROLINA AND CHILDREN & FAMILY RESOURCE CENTER OF HENDERSON COUNTY, INC..

LEGEND

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

This plat represents the area being annexed to the City of Hendersonville, NC pursuant to NCGS 160A-31, by Ordinance duly adopted (Annexation Ordinance 024-29).

This the XXth day of October, 2026.

_____
Jill Murray, City Clerk

State of North Carolina
County of Henderson

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

_____
Review Officer

State of North Carolina, County of Henderson

This instrument was prepared for registration and recorded in the Office of Register of Deeds in the State and County designated; at Plat Slide _____, this _____ day of _____ 2026.
At _____ O'clock _____.

_____
BY: _____

This survey is of another category or other exception to the definition of subdivision.
N.C.G.S. 47-30, F-11-D.

_____ NCPLS 3863

I, DAVID H. HILL, certify that this plat was drawn from an actual survey made under my supervision (deed description recorded in Book SEE, page REFERENCES; that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, page SHOWN; that the ratio of precision as calculated is 1: 10000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this XXth day of APRIL, A.D., 2026.

_____
David H. Hill, NCPLS L-3863

0.87 ACRE (TOTAL) FOR ANNEXATION

20 0 20 40 60
GRAPHIC SCALE - FEET

LOCATION MAP (NTS)

DEED REFERENCES:
B.O.R. 4273, PG. 369
B.O.R. 4404, PG. 064
B.O.R. 4404, PG. 060
SLIDE 6590
SLIDE 7551
SLIDE 16832

TAX REFERENCES: AS SHOWN

PARTY CHIEF: CM

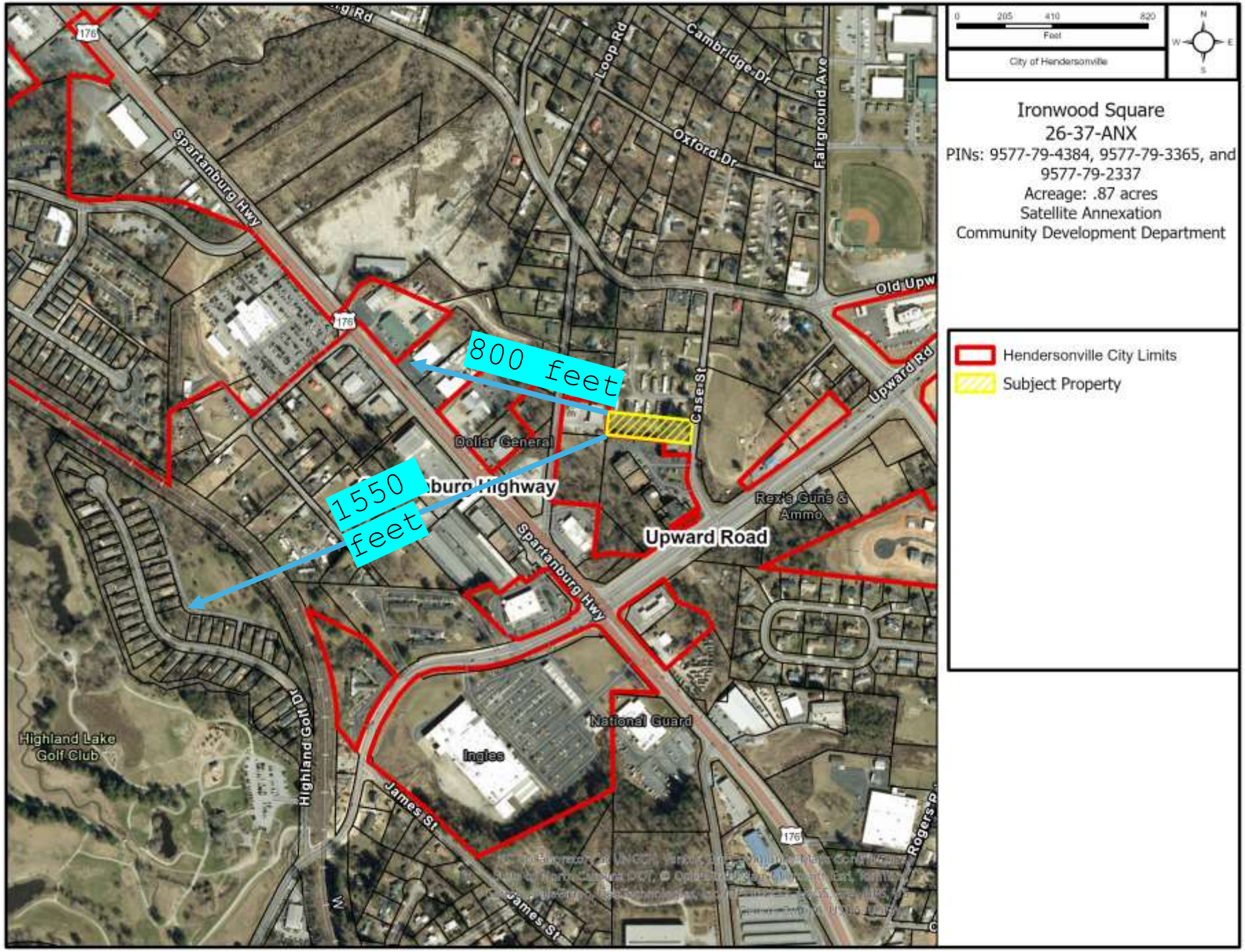
REVISIONS:

SURVEY BY
HILL AND ASSOCIATES SURVEYORS, P.A.
403 WEST BLUE RIDGE ROAD
EAST FLAT ROCK, NORTH CAROLINA 28726
PHONE: (828)693-1409

DATE: APRIL XXth, 2026
CHECKED BY: DHH
DRAWING: 2308507ANNEX
DRAWN BY: DHH
FILE: 23085

Beginning at an Existing 1/2" Iron Pipe;
Thence S 83°39'08"E a distance of 381.20' to an Existing Spike in the centerline of Case Street, S.R. 1784;
Thence with the centerline of said street S 05°55'16"W a distance of 99.39' to a Point in said centerline;
Thence N 83°34'00"W a distance of 129.93' to an existing 1/2" Iron Pipe;
Thence N 83°41'29"W a distance of 252.19' to an existing 1/2" Iron Pipe;
Thence N 06°26'51"E a distance of 99.37' to the Point of Beginning,
having an Area of 37927.9 square feet, 0.87 Acres

Being Book of Record 4273, Page 369, Book of Record 4404, Page 060 and Book of Record 4404, Page 064. Also being Lot "A", Lot "B" and Lot "C" Slide 16832.


0 205 410 820
Feet
City of Hendersonville
N
W
E
S
Ironwood Square
26-37-ANX
PINs: 9577-79-4384, 9577-79-3365, and 9577-79-2337
Acreage: .87 acres
Satellite Annexation
Community Development Department
Hendersonville City Limits
Subject Property
800 feet
1550 feet
Spartanburg Hwy
Loop Rd
Cambridge Dr
Oxford Dr
Fairground Ave
Case St
Upward Rd
Old Upw
Dollar General
Rex's Guns & Ammo
Upward Road
National Guard
Ingles
Highland Lake Golf Club
Highland Golf Dr
James St
Rogers
176

BOOK 4273 PAGE 369 (3)
1001028696

This document presented and filed:
03/31/2025 03:17:54 PM

W B

WILLIAM LEE KING, Henderson COUNTY, NC
Transfer Tax: $334.00

NORTH CAROLINA GENERAL WARRANTY DEED

This instrument was prepared by Sherri L. Brewer, a licensed North Carolina Attorney. Delinquent taxes, if any, will be paid by the Closing Attorney to the Henderson County Tax Collector upon disbursement of closing proceeds.

Excise Tax: $334.00

Parcel Identifier No: 107401 Verified by _____ County on the ____ day of _____, 20____
By: _____

Mail/Box to: Hogan & Brewer, PLLC – 229 N. Main St., Hendersonville, NC 28792
This instrument was prepared by: Sherri L. Brewer

Brief description for the Index: _____

THIS DEED made this 31 day of March, 2025, by and between

GRANTOR	GRANTEE
IRONWOOD SQUARE PROPERTY OWNERS ASSOCIATION, INC., a North Carolina Non-Profit Corporation	**CONSERVING CAROLINA, a North Carolina Non-Profit Corporation, as to a ½ undivided interest and CHILDREN & FAMILY RESOURCE CENTER, OF HENDERSON COUNTY, INC., a North Carolina Non-Profit Corporation, as to a ½ undivided interest**
851 Case Street Hendersonville, NC 28792	**847 Case Street Hendersonville, NC 28792**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Henderson County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A.

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

A portion of that property hereinabove described was acquired by Grantor by instrument recorded in Book 1570 at Page 641.

All or a portion of the property herein conveyed ___ includes or _X_ does not include the primary residence of a Grantor.

A map showing the above-described property is recorded in Slide.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to Henderson County ad valorem taxes.
Subject to Restrictions, Easements, and Rights of Way of Record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

IRONWOOD SQUARE PROPERTY OWNERS ASSOCIATION, INC.,
a North Carolina Non-Profit Corporation

By: Kieran C. Roe
Kieran E. Roe, Executive Director

AMBER H KING
NOTARY
PUBLIC
HENDERSON COUNTY, NC

State of NORTH CAROLINA- County of HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Kieran E. Roe personally came before me this day and acknowledged that she is the Executive Director of Ironwood Square Property Owners Association Inc., and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 31 day of March, 2025.

(Affix Seal)

My Commission Expires: 05-13-2026

Amber H. King
Notary Public
Notary's Printed or Typed Name

NC Bar Association Form No. 3 © 1976, Re
Printed by Agreement with the NC Bar Asso

EXHIBIT A

BEGINNING at a spike set, said spike set being located in the centerline of the right-of-way of Case Street (SR 1784), said spike set being the southeastern most corner of the property described in deed of record in Deed Book 910 at Page 808, Henderson County Registry, running thence from said beginning point along and with the southern boundary of the property described in said Deed Book 910, Page 808, North 83 deg 39 min 08 sec West 381.20 feet to an existing ½" iron pipe, said iron pipe being located in the eastern boundary of Lot 28 of that property depicted on plat of record in Plat Cabinet B, Slide 47, Henderson County Registry; thence along and with the eastern boundary of Lots 28, 29 and 30 as depicted on the above referenced plat, South 06 deg 26 min 51 sec East 99.37 feet to an existing ½" iron pipe located in the eastern boundary of Lot 30 and running South 83 deg 41 min 29 sec East 252.19 feet to an existing ½" iron pipe, said ½" iron pipe being the northwestern most corner of the property described in instrument of record in Deed Book 1190, Page 646, Henderson County Registry; thence along and with the northern boundary of the said property described in Deed Book 1190, Page 646, South 83 deg 34 min 00 sec East 129.93 feet, passing a 4" flat iron at 115.72 feet to a point not staked located in the centerline of the right-of-way of Case Street; thence along and with the right-of-way of Case Street North 05 deg 55 min 16 sec East 99.39 feet to the point and place of BEGINNING as shown on plat of survey entitled "Plat of Survey for Children and Family Resource Center Foundation Inc." dated June 25, 2008, prepared by Hill and Associates Surveyors, PA bearing drawing number 2308506.

There is also CONVEYED herewith a non-exclusive forty-five foot (45') right of way over that existing parking lot of the property of Grantor recorded in Book 4255 at Page 68 to the above-described property.

ALSO BEING that property conveyed by deed recorded in Deed Book 1570 at Page 641 in the office of the Register of Deeds for Henderson County, North Carolina.

BOOK 4404 PAGE 60 (4)
1001045279

This document presented and filed:
03/02/2026 01:53:36 PM

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

NORTH CAROLINA GENERAL WARRANTY DEED

This instrument was prepared by Sherri L. Brewer, a licensed North Carolina Attorney. Delinquent taxes, if any, will be paid by the Closing Attorney to the Henderson County Tax Collector upon disbursement of closing proceeds.

Excise Tax: $0.00

Parcel Identifier No: portion of 107401 Verified by _____ County on the ____ day of_____, 20__
By:_____

Mail/Box to: Hogan & Brewer, PLLC – 229 N. Main St., Hendersonville, NC 28792
This instrument was prepared by: Sherri L. Brewer DEED PREP ONLY- No Title Examined

Brief description for the Index: Tract B, Slide 16832

THIS DEED made this 24 day of February, 2026, by and between

GRANTOR	GRANTEE
CONSERVING CAROLINA, a North Carolina Non-Profit Corporation, as to a ½ undivided interest and CHILDREN & FAMILY RESOURCE CENTER OF HENDERSON COUNTY, INC., a North Carolina Non-Profit Corporation as to a ½ undivided interest	**CHILDREN & FAMILY RESOURCE CENTER OF HENDERSON COUNTY, INC., a North Carolina Non-Profit Corporation**
847 Case Street Hendersonville, NC 28792	**851 Case Street Hendersonville, NC 28792**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Henderson County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A.

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

A portion of that property hereinabove described was acquired by Grantor by instrument recorded in Book 4273 at Page 369.

All or a portion of the property herein conveyed ___ includes or _X_ does not include the primary residence of a Grantor.

A map showing the above-described property is recorded in Slide 16832.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to Henderson County ad valorem taxes.
Subject to Restrictions, Easements, and Rights of Way of Record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Conserving Carolina, Inc., A North Carolina Non-Profit Corporation

By:_____
Kieran Roe – Executive Director

PAULA ROBERTS NOTARY PUBLIC HENDERSON COUNTY, NC

(Affix Seal)

State of NORTH CAROLINA - County of HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Kieran Roe personally came before me this day and acknowledged that he is the Executive Director of Conserving Carolina, a North Carolina Non-Profit Corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 24 day of February, 2026.

My Commission Expires: 9/9/30

Paula Roberts
Paula Roberts Notary Public
Notary's Printed or Typed Name

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Children and Family Resource Center of Henderson County, Inc.,
a North Carolina Corporation

Emily Balcken (SEAL)
BY: Emily Balcken- Executive Director

State of NORTH CAROLINA - County of HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Emily Balcken, personally appeared before me this day and acknowledged that she is the Executive Director of Children and Family Resource Center of Henderson County, Inc., and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 24 day of February, 2026.

PAULA ROBERTS NOTARY PUBLIC HENDERSON COUNTY, NC

9/9/30
My Commission Expires:

Paula Roberts Notary Public

Paula Roberts
Notary's Printed or Typed Name

(Affix Seal)

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
Printed by Agreement with the NC Bar Association

EXHIBIT A

BEING all of that tract B, containing 0.29 acres described on plat entitled "Conserving Carolina Children and Family Resource Center of Henderson Countym, Inc." prepared by Hill and Associates Surveyors, P.A. which was recorded on plat slide 16832 in the Office of Register of Deeds for Henderson County, North Carolina on February 13, 2026. Reference to which is hereby made for a more specific description.

THERE is further conveyed herein all such rights of way or easements as recorded in Easement Agreement in Deed Book 4395 at Page 167, Henderson County Registry.

AND BEING a portion of that same property conveyed in deed recorded in Deed Book 4273, Page 369 in the Office of Register of Deeds for Henderson County, North Carolina.

BOOK 4404 PAGE 64 (4)

1001045280

This document presented and filed:
03/02/2026 01:53:37 PM

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

NORTH CAROLINA GENERAL WARRANTY DEED

This instrument was prepared by Sherri L. Brewer, a licensed North Carolina Attorney. Delinquent taxes, if any, will be paid by the Closing Attorney to the Henderson County Tax Collector upon disbursement of closing proceeds.

Excise Tax: $0.00

Parcel Identifier No: portion of 107401 Verified by _____ County on the ____ day of_____, 20__
By:_____

Mail/Box to: Hogan & Brewer, PLLC – 229 N. Main St., Hendersonville, NC 28792
This instrument was prepared by: Sherri L. Brewer DEED PREP ONLY- No Title Examined

Brief description for the Index: Tract C, Slide 16832

THIS DEED made this 24 day of February, 2026, by and between

GRANTOR	GRANTEE
CONSERVING CAROLINA, a North Carolina Non-Profit Corporation, as to a ½ undivided interest and CHILDREN & FAMILY RESOURCE CENTER OF HENDERSON COUNTY, INC., a North Carolina Non-Profit Corporation as to a ½ undivided interest	**CONSERVING CAROLINA, a North Carolina Non-Profit Corporation**
847 Case Street Hendersonville, NC 28792	**847 Case Street Hendersonville, NC 28792**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Henderson County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT A.

NC Bar Association Form No. 3 © 1976, Revised © 1/1/2010
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A portion of that property hereinabove described was acquired by Grantor by instrument recorded in Book 4273 at Page 369.

All or a portion of the property herein conveyed ___ includes or _X__ does not include the primary residence of a Grantor.

A map showing the above-described property is recorded in Slide 16832.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Subject to Henderson County ad valorem taxes.
Subject to Restrictions, Easements, and Rights of Way of Record.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Conserving Carolina, Inc., A North Carolina Non-Profit Corporation

By: _____
Kieran Roe – Executive Director

PAULA ROBERTS NOTARY PUBLIC HENDERSON COUNTY, NC

(Affix Seal)

State of NORTH CAROLINA - County of HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Kieran Roe personally came before me this day and acknowledged that he is the Executive Director of Conserving Carolina, a North Carolina Non-Profit Corporation and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 24 day of February, 2026.

My Commission Expires: 9/9/30

Paula Roberts
Paula Roberts Notary Public
Notary's Printed or Typed Name

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Printed by Agreement with the NC Bar Association

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

Children and Family Resource Center of Henderson County, Inc.,
a North Carolina Corporation

Emily Balcken (SEAL)
BY: Emily Balcken- Executive Director

State of NORTH CAROLINA - County of HENDERSON

I, the undersigned Notary Public of the County and State aforesaid, certify that Emily Balcken, personally appeared before me this day and acknowledged that she is the Executive Director of Children and Family Resource Center of Henderson County, Inc., and that by authority duly given and as the act of such entity, she signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this 24 day of February, 2026.

PAULA ROBERTS NOTARY PUBLIC HENDERSON COUNTY, NC

9/9/30
My Commission Expires:

Paula Roberts
Notary Public

Paula Roberts
Notary's Printed or Typed Name

(Affix Seal)

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WORKSPACE INFORMATION

Application number
26-37-ANX

Category
Annexation

Workspace state
In circulation

Workspace created
04/06/2026, 2:24:02 PM EDT

Application submitted
05/13/2026, 1:45:13 PM EDT

Assignee
Sam Hayes

Package generation date
05/21/2026, 12:11:42 PM EDT

LOCATION INFORMATION

Address
, Hendersonville, NC

Property information
9577792337,

PARTIES

NAME AND COMPANY	CONTACT DETAILS	ROLES
Kieran Roe Conserving Carolina	847 Case Street Hendersonville [redacted]	Property owner
Drake Bruner Watermark Landscape Architecture	513 N. Justice Street Suite C Hendersonville [redacted]	Applicant
Emily Balcken Children & Family Resource Center	851 Case St Hendersonville [redacted]	Property owner
Hunter Marks Watermark Landscape Architecture	513 N. Justice Street Suite C Hendersonville [redacted]	Landscape Architect

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Annexation Petition

Property Information		
Property Address 837 CASE ST	Parcel Identification Number (PIN) 9577792337	
Does this property currently adjoin the present corporate City limits (not satellite limits)? ☐ Yes ☑ No	Is the property within the City's Extra Territorial Jurisdiction? ☐ Yes ☑ No	Are you declaring any site-specific vested right with respect to the properties subject to this petition as established under G.S. 160D-108.1? ☐ Yes ☑ No
Reason for Annexation: Access to public water & sewer.		

Zoning-Applicant (Developer) Company Information

Applicant (Developer) Company Information	
Authorized Representative Name: Kieran Roe	Company Name (if applicable, check corresponding box below) Conserving Carolina

Company Type:

- ☐ Corporation:
- ☐ Limited Liability Company:
- ☐ Trust:
- ☐ Partnership:
- ☑ Other:

If other:
Non-profit

Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)
Executive Director

Zoning-Property Owner Company Information

Property Owner Company Information (if different from Applicant)

Authorized Representative Name:
Kieran Roe

Company Name (if applicable, check corresponding box below)
Conserving Carolina

Company Type:

- ☐ Corporation:
- ☐ Limited Liability Company:
- ☐ Trust:
- ☐ Partnership:
- ☑ Other:

If other:
Non-profit

Authorized Representative Title (if applicable - i.e. Member/Manager, President, etc.)
Executive Director

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jill Murray, City Clerk **MEETING DATE:** 07/02/2026

AGENDA SECTION: Public Hearing(s) **DEPARTMENT:** Administration

TITLE OF ITEM: Consideration of a Certificate of Public Convenience & Necessity for I&M Airport Taxi, LLC

SUGGESTED MOTION(S):

I move that City Council adopt the Resolution Granting a Certificate of Public Convenience & Necessity for I&M Airport Taxi, LLC

SUMMARY:

Council will consider approving the Certificate of Public Convenience and Necessity submitted by Ilie Suhan.

BUDGET IMPACT: N/A

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:
Application
Resolution
Code of Ordinance for Taxis

City of Hendersonville

Certificate of Public Convenience and Necessity

1. Applicant Information

The applicant is: (check one and list name)

☐ Individual and Sole Owner: ILIE SUHAN

- Trade Name (DBA) (if applicable): I & M AIRPORT TAXI

☐ LLC, Corporation or Partnership: LLC

- List Officers/Members/Partners (name and office held):
  ILIE SUHAN
  LIUDMILA SUHAN - organizer

Contact Information:

- Business Address: 61 Johnnie Washington Dr
- Phone Number: 828-753-9920 and 404-519-1828

2. Vehicle Information

- Make/Model/Year: Toyota Sienna Hybrid 2025
- Vehicle Identification Number (VIN): 5TDBSKFC4S3206499
- License Plate Number: LLF-3379
- Seating Capacity: 7 seats
- Color Scheme/Insignia: gray

3. Public Necessity

- What specific facts, data, or community requests demonstrate that additional taxis are needed in the area? only one company of taxi does not cover, hospital, douxntoun, stores, airport, Motels.....
- Area of Service: What are the exact geographical boundaries, routes, or municipalities you intend to serve? to cover the entire Henderson County, Airport....
- Parking Arrangements: Where will the taxis be parked or staged when they are not in service (e.g., proof of off-street parking to avoid street congestion)? Home
  In front of my home, driveway

4. Rates & Drivers

- Proposed Rates: What is your exact schedule of fares (e.g., flag drop rate, per-mile, waiting time, or flat rates to local hubs)? per-mile = $3.00

- **Driver Qualifications: Who will be driving your taxis, and can you provide their NC driver's license details and clean criminal/driving records?** I will drive the Taxi. DLN-000035659485 clean records

5. **Required Attachments Checklist**
   - **NC Safety Inspection Certificate:** Passed by a certified NC station.
   - **If applicant is a foreign corporation or partnership, attach Articles of Organization or Partnership Agreement.**
   - **Certificate of Insurance**

6. **Affidavits & Signatures**
   - I hereby certify that I will operate in accordance with the City Code and state laws regarding taxicabs. I understand that failure to abide by these terms may result in the revocation of a certificate.

Applicant Signature: Suhan **Date:** 06/18/2026

Print Name: ILIE SUHAN

Title (if applicable): _____

Resolution #R-26-XX

RESOLUTION GRANTING A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO ILIE SUHAN TO OPERATE A TAXICAB COMPANY KNOWN AS I&M AIRPORT TAXI LLC IN THE CITY OF HENDERSONVILLE

WHEREAS, Mr. Ilie Suhan has requested a Certificate of Public Convenience and Necessity to operate a taxicab business; and

WHEREAS, a public hearing was held in accordance with Section 54-68 of the City of Hendersonville Code of Ordinances on the 3rd day of July, 2026; and

WHEREAS, the Council has taken into account the considerations contained in Section 54-68.

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

1. The public convenience and necessity require the operation of the taxicab service proposed by Mr. Suhan; and

2. The City Clerk is hereby directed to issue a Certificate of Public Convenience and Necessity to Mr. Suhan, doing business as I&M Airport Taxi LLC, which such certificate shall be governed by the provisions of Article II, Chapter 54, City Code of Ordinances, and other applicable provision of law.

   Adopted by the City Council of the City of Hendersonville, North Carolina on this 3rd day of July, 2026.

_____

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

_____

Jill Murray, City Clerk

Approved as to form:

_____

Angela S. Beeker, City Attorney

Footnotes:

--- (1) ---

Cross reference— *Businesses, ch. 14; streets, sidewalks and other public places, ch. 46; traffic, ch. 50.*

ARTICLE I. - IN GENERAL

Secs. 54-1—54-30. - Reserved.

ARTICLE II. - TAXICABS

DIVISION 1. - GENERALLY

Sec. 54-31. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Call or *demand* means transportation arrangements made indiscriminately and instantaneously with a request for service which shall include, but shall not be limited to, the hailing of a taxicab, passenger vehicle for hire or any other oral request for a taxicab, passenger vehicle for hire service made from a public street location, airport terminal roadway or public vehicular area as the pickup. No passenger vehicle for hire, other than a taxicab, shall engage in cruising or be operated on call or demand.

Certificate means a certificate of public convenience and necessity issued by the city council authorizing the holder thereof to conduct a taxicab business in the city.

Cruising means the movement of a passenger vehicle for hire over public streets, airport terminal roadways or public vehicular areas in search of passengers or for the purpose of attracting passengers. No passenger vehicle for hire, other than a taxicab, shall engage in cruising or be operated on call or demand.

For hire means a transaction whereby any money, thing of value, charge tickets, surcharge, payment, pecuniary consideration or compensation, reward, donation, remuneration or profit is paid to, accepted by, or received by the driver or an employee or the company operating certificate holder operating any passenger vehicle for hire in exchange for the temporary use by or for the transportation of a person as a passenger, whether such is paid voluntarily or upon solicitation, demand, request, contract, agreement, or as a surcharge.

Limousine means any motor vehicle that meets the manufacturer's specifications for a luxury and that provides limousine service as defined in this section. Every limousine shall have a minimum of four seats or one continuous sofa-styled seating area located behind the operator of the vehicle. No limousine shall engage in cruising or be operated on call or demand.

Limousine service means the service regularly rendered to the public, not over fixed routes, which furnishes transportation by limousines for hire, based on a fee determined by increments of time and contracted for by telephone or other prearrangement with a limousine company.

Manifest means a daily record, prepared by the owner, of all trips made by the taxicab which the company operates, showing time and place of origin and destination of each trip and the amount of fare.

Operator means any person responsible for the operation, management and/or oversees the taxicab service.

Owner means any person to whom a certificate of public convenience and necessity has been issued under this article.

Passenger vehicle for hire means any vehicle (including limousines), which is operated by a driver and provides for hire transportation services, as defined in this section. A passenger vehicle for hire shall not include motor vehicles or motor vehicle carriers as defined in G.S. 62-259—62-279 or hotel courtesy vehicles that provide transportation services solely to patrons of the hotel. No passenger vehicle for hire, other than a taxicab, shall engage in cruising or be operated on call or demand.

Prearrangement means an agreement to provide transportation by registration in advance of boarding from a specific location by a nonmetered passenger vehicle for hire. Rates will be established in one-hour increments for a minimum of a one-hour period without regard to whether the trip requires less than one hour or not or by specific written contract. The key factor in determining the cost of a prearranged non-metered passenger vehicle for hire service shall be the length of time the vehicle is in use, measured in hourly increments or an agreed-upon fixed rate by written contract. Prearrangement does not include the hailing or other oral request for immediate transportation service from a public street location or public vehicular area as the pickup location.

Shuttle van means any passenger vehicle for hire that provides shuttle transportation to passengers to or from prescribed locations such as hotels, motels, shopping centers, business or commercial buildings, factories, stadiums, coliseums or theaters by prearrangement for a fee, pursuant to a contract or agreement, and that does not accept or discharge passengers indiscriminately between prescribed locations. No shuttle van shall engage in cruising or be operated on call or demand.

Taxicab means any motor vehicle seating nine or fewer passengers and driver operated for hire upon any street on call or demand.

Taxicab inspector means the person(s) designated by the chief of police who is charged with t required under this chapter, including the inspection and licensing of taxicabs and the drivers thereof.

Taxi meter means any mechanical or electrical device which records and indicates a charge or fare calculated according to distance traveled, waiting time, traffic delay, initial charge, number of passengers and other charges authorized by this chapter or any combination of any such charges.

(Code 1971, § 30-1; Ord. No. 01-1064, § 1, 10-4-01; Ord. No. 10-1257, § 1, 12-2-10)

Cross reference— Definitions generally, § 1-2.

Sec. 54-32. - Compliance with article and other ordinances.

(a) It shall be the duty of every owner, operator or driver of a taxicab to comply with the laws of this state and provisions of this article and to ensure that every taxicab is operated with due regard to the safety, comfort and convenience of the passengers, for the safe and careful transportation of property and for the safety of the general public and require that all drivers or chauffeurs driving or proposing to drive a taxicab for such owner adhere to and at all times conform to the requirements of this article.

(b) It shall be unlawful for any person to drive or operate any taxicab upon the streets of the city in violation of the provisions of this article or any other ordinance of the city. It shall likewise be unlawful for any owner or operator of a taxicab to knowingly permit or cause to be driven or operated upon any of the streets or other public ways of the city any taxicab belonging to such owner or operator by any driver or chauffeur who has not complied with or who violates any of the provisions of this article or any of the ordinances of the city.

(Code 1971, § 30-2; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-33. - Taxicab inspector.

The chief of police is hereby authorized to designate a regular, full-time member of the city police force as city taxicab inspector, whose duties shall be as prescribed in this article.

(Code 1971, § 30-3)

Sec. 54-34. - Insurance or other security.

Every person operating taxicabs within the corporate limits of the city, other than taxicabs operated under the jurisdiction of the utilities commission of the state, shall furnish and keep in effect, for each taxicab operated, a policy of insurance which shall at all times be subject to the approval of the city

manager. Such policy of insurance shall be in the amount established by state law, and conditioned operator responding in damages for any liability incurred on account of any injuries to persons resulting from the operation of such taxicab. Such policy of insurance shall be filed with the city clerk.

(Code 1971, § 30-4; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-35. - Inspection of vehicles.

(a) It shall be unlawful for any person to operate a taxicab in the city without first having the same inspected by the taxicab inspector and found to be in compliance with the requirements of this article, the state's vehicle safety inspection requirements and are capable of providing safe and sanitary transportation. The taxicab inspector shall require reasonable and regular inspection of each and every taxicab operated in the city not less often than every six months, and at any other time deemed appropriate by the chief of police or his designee.

(b) If, after inspection, any vehicle is found to be unsafe, unsanitary or does not to conform with this chapter, written notice shall be given by the taxicab inspector to the owner, and such vehicle shall not thereafter be operated as a taxicab until the taxicab inspector determines upon reinspection that the vehicle has been placed back into safe and sanitary condition for operating in conformity with this chapter.

(c) Condition of taxicab. Every vehicle operating under this chapter shall be kept in a clean and sanitary condition at all times. The owner shall keep the body of the taxicab, both interior and exterior, safe and clean and its general appearance shall be kept as close as possible to the manufacturer's original appearance with respect to sheet metal and finish of car, normal wear and tear exempted. Any exterior body damage with a repair cost in excess of $500.00 shall be repaired and inspected by the taxicab inspector prior to utilizing the vehicle for service.

(d) Vehicle equipment. All taxicabs operated within the city shall be equipped and maintained in a satisfactory condition so as to comply with the General Statutes of North Carolina and the provisions of this Code, as well as comply with the following:

(1) Have the body of the sedan or enclosed type and be of not less than four-passenger capacity.

(2) Have four doors, two leading into the passenger's compartment and two leading into the driver's compartment, so constructed that they may be opened from the inside and outside.

(3) Have all windows, vents and doors in proper working condition.

(4) Be equipped with a heater sufficient to heat the interior of the taxicab adequately in cold weather.

(5) Have all windshields and side and rear glasses clean and free of cracks and clear of dirt and obstructions to clear view.

(6)

Have front and rear bumpers of original manufacturer's design and attachments which shall be and in proper repair.

(7) Have headlights, tail lamps and turn signals in good working condition and as installed by the original manufacturer.

(8) Have sufficient interior lights that a passenger could see into the vehicle at night before entering it.

(9) Be equipped with a functional number of seatbelts equal to the passenger capacity of the vehicle.

(10) All seating upholstery covering shall be of nonabsorbent and washable material and shall be free of cuts or tears.

(11) Be equipped with a taxi meter which records and indicates the charge or fare calculated according to distance traveled, waiting time, traffic delay, initial charge, number of passengers and other authorized charges. The taxi meter shall be visible to any and all passengers.

(e) Prior to operating additional or replaced taxicabs in connection with a certificate, the owner shall file an amendment with the city clerk and the vehicle shall be inspected and approved by the taxicab inspector. In addition, an owner who permanently retires any or all of the taxicabs associated with a certificate shall, within ten days of the vehicle's retirement, file an amendment with the city clerk. The city clerk shall notify the taxicab inspector upon receipt of such amendment.

(Code 1971, § 30-5; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-36. - Identification of vehicles/drivers.

Every taxicab shall have displayed thereon, the corporate name or the assumed name under which the owner operates, with the company's telephone number. Such information shall appear in the form of a magnetic sign appropriately affixed to the sides or back of the taxicab. All of the lettering shall be not less than 2½ inches in height and not less than 5/16 of an inch stroke, and the material shall be such that will weather the elements and be legible at all times.

Every taxicab shall have displayed thereon a toplight appropriately affixed to the top of the taxicab with the corporate name or the assumed name under which the owner operates. The toplight shall be illuminated at all times when transporting a passenger.

Every taxicab shall display a card inside the vehicle with the driver's name and photograph to be visible to any and all passengers in the taxicab.

(Code 1971, § 30-6; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-37. - Depots, terminals and stands.

No taxicab shall operate on the streets of the city unless the taxicab shall have a depot or terminal on private property. No taxicab shall be permitted to use the streets of the city except for the purpose of transporting, loading and unloading of passengers and their baggage.

Each depot or terminal used by an owner for his taxicab shall:

(1) Be used in compliance with the zoning ordinance;

(2) Be kept in a clean, safe and sanitary condition; and

(3) Have sufficient private off-street parking to accommodate those vehicles owned, operated and controlled by the owner during times of non-use.

(Code 1971, § 30-7; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-38. - Soliciting business.

No taxicab driver or owner, or the agent or employee of any such driver or owner, or any other person shall solicit patrons by word of mouth at or in front of any store, on any street corner, at any street intersection, or on any public street, square, alley or sidewalk within the city, including a designated taxicab stand.

(Code 1971, § 30-8)

Sec. 54-39. - Conduct of drivers.

(a) Drivers shall be clean in dress and person.

(b) When requested by a passenger, the driver shall give a receipt showing the company's name, driver's name, date place and time of trip, origin and destination and the amount of fare charged.

(c) Whenever any taxicab is occupied by a passenger, the driver shall not permit any other person to occupy or ride in the taxicab, except by specific request originating with the original passenger.

(Code 1971, § 30-9; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-40. - Transporting persons for immoral or unlawful purposes.

It shall be unlawful for any person to drive any taxicab or permit the taxicab to be driven for the purpose of conveying any person to or from any place or point for the purpose of indulging in any immoral or unlawful act.

(Code 1971, § 30-10; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-41. - Drivers' manifests.

(a) Every taxicab driver shall maintain a daily manifest upon which is recorded all trips ma each day, showing the time and place of origin, the destination of each trip, the total mileage of the trip, and the amount charged to each customer. All such completed manifests shall be returned to the owner of the taxicab by the driver at the conclusion of his tour of duty. The forms for such records shall be furnished to the owner by the city and shall be of a character approved by the taxicab inspector.

(b) Every taxicab owner shall retain and preserve all drivers' manifests in a safe place for at least 90 days and the manifests shall be made available upon demand for inspection by the taxicab inspector, the city police or the city manager.

(Code 1971, § 30-11; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-42. - Report of accidents; removal of taxicab following accident.

It shall be unlawful for the driver of any taxicab to move the same or cause the same to be moved after a collision or accident involving such taxicab, until such driver has first reported the accident or collision to the police department and a police officer has arrived at the scene of such accident and authorizes the removal of such taxicab.

When any taxicab is wrecked, damaged or unsafe for taxicab operation, the owner shall make such repairs and alterations as may be required and shall not operate, or cause or permit to be operated, any such taxicab until such repairs and alterations have been completed and inspected by the taxicab inspector.

(Code 1971, § 30-12; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-43. - Operation from outside city.

A person driving a taxicab for which no city license and certificate of public convenience and necessity has been issued, and which is operated from a place of business not in the city, may bring passengers into the city, but he shall not solicit any passengers for any destination within or without the city.

(Code 1971, § 30-13)

Sec. 54-44. - Fares prescribed.

No person shall fix or charge a greater or lesser rate of fare for a taxicab services than the following:

(1) For the initiation charge	3.00
(2) For each succeeding one-tenth mile or fraction thereof, after initiation	.30
(3) For each minute of waiting time, or fraction thereof	.60

(4) For each bag of groceries	.25 (optional)
(5) For each bag of luggage, of any kind whatsoever	0.5
(6) For each trip that initiates or terminates beyond the city limits	Initiation charge occurs at city limits line. Normal rates apply.

The above rates apply for one or two passengers only, and any additional passengers shall be $1.00 extra. A card, printed in an appropriate fashion, shall prominently display the rate schedule in the plain view of any and all passengers in the taxicab.

Waiting time shall include the time when the taxicab is not in motion, beginning with the arrival at the place to which it has been called, or the time consumed while standing or waiting at the direction of the passenger, but no charge shall be made for time lost for inefficiency or breakdown of the taxicab or for time consumed by premature response to a call.

(Code 1971, § 30-23; Ord. No. 01-1064, § 1, 10-4-01; Ord. No. 04-0535, § 1, 5-11-04; Ord. No. 05-1255, § 1, 12-8-05; Ord. No. 12-0412, § 1, 4-5-12)

Secs. 54-45—54-65. - Reserved.

DIVISION 2. - CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

Sec. 54-66. - Required.

It shall be unlawful for any person to operate, either directly or indirectly, any taxicab in the city without having first obtained a certificate of public convenience and necessity from the city council authorizing such operation.

(Code 1971, § 30-14)

Sec. 54-67. - Application.

Application for a certificate required by this article shall be in writing and filed with the city clerk.

(Code 1971, § 30-15)

Sec. 54-68. - Hearing and declaration of public convenience and necessity.

No certificate required by this article shall be granted until the city council, after a hearing, declares by resolution that public convenience and necessity require the proposed taxicab service. In determining whether public convenience and necessity require the operation of a taxicab, the following considerations

shall be controlling:

(1) Whether the demand for public convenience and necessity requires such additional taxicab service within the city;

(2) The adequacy of existing mass transportation and taxicab service;

(3) The financial responsibility and experience of the applicant for such certificate;

(4) The ability of the applicant to earn a fair return of the capital invested;

(5) The effect which such additional taxicab service may have upon traffic congestion and parking;

(6) Whether the additional taxicab service will result in a greater hazard to the public, and whether the safe use of the streets by the public, both vehicular and pedestrian, will be preserved; and

(7) Such other relevant facts as may be deemed advisable and necessary.

(Code 1971, § 30-16)

Sec. 54-69. - Issuance.

A certificate required by this article shall be issued to the business owner (d/b/a) by the city clerk after the resolution therefor has been adopted by the city council.

(Code 1971, § 30-17; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-70. - Term.

A certificate of public convenience and necessity issued under this article shall continue in full force and effect so long as the holder thereof continues in the operation of the taxicab business for which the certificate is originally issued in the city in compliance with all provisions of this article, subject to the provisions of this division relative to revocation of the certificate. The certificate shall ipso facto cease as of the time of cessation of such operation; provided, however, that upon resumption of such operation the former holder shall be entitled to apply for a new certificate in accordance with this chapter 54.

(Code 1971, § 30-18; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-71. - Assignment, sale or transfer.

No certificate issued under this article may be assigned, sold or transferred unless and until the taxicab inspector, on written application setting forth the purpose, terms and conditions of such assignment or transfer shall, after investigation, refer the application to the city council for approval or disapproval. The

approval of the city council, in writing, shall be necessary, and, without such approval, no certifica assigned, sold or transferred. Any attempt at such sale, transfer or assignment shall be totally null and void and of no effect.

(Code 1971, § 30-19)

Sec. 54-72. - Suspension or revocation—Authorized.

(a) By council. A certificate issued under this article may be revoked for the violation, by the holder thereof, of any applicable provision of this Code, federal or state law or city ordinance, rule or regulation, or for the existence of any of the conditions set forth in subsections (b) and (c) of this section, or other good cause shown, by the city council after ten days' written notice of a hearing hereon to the holder of the certificate.

(b) By city clerk. A certificate issued under this article may be suspended temporarily for a period not to exceed six months by the city clerk at any time for any of the following reasons:

(1) The owner's past record is found to be unsatisfactory;

(2) The owner fails to operate the taxicab in accordance with the provisions of this article;

(3) The owner shall cease to operate any taxicab for a period of 30 consecutive days;

(4) The taxicab is operated at a rate of fare other than that prescribed by the city council; or

(5) For any other reason which the city clerk may deem warrants suspension.

(c) A certificate issued under this article may be suspended temporarily for a period to not exceed one year by the city clerk, for any of the following reasons:

(1) The owner's certificate has been suspended twice within a 12-month period.

(2) The owner is convicted of:

a. A felony involving bodily injury or use of a deadly weapon.

b. A violation of any federal or state statute or city ordinance relating to the possession or sale of alcoholic beverages;

c. A violation of any federal or state statute or city ordinance relating to prostitution; or

d. A violation of any federal or state statute or city ordinance relating to the use, possession or sale of drugs.

e. For any other reason which the city clerk may deem warrants suspension.

(Code 1971, § 30-20; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-73. - Same—Appeal from clerk.

A suspension of a certificate shall be in writing, and any aggrieved party shall have a right of a city council, which appeal shall be filed with the city clerk within ten days after the suspension. The city council shall give at least ten days' public notice of the hearing on such appeal, and the notice shall be published in a newspaper of general circulation in the city. The action of the city council shall be final.

(Code 1971, § 30-21; Ord. No. 01-1064, § 1, 10-4-01)

Sec. 54-74. - Same—Cessation of operations.

Any owner or operator shall immediately cease operation upon receipt of written notice of suspension or revocation of his certificate and not resume operation until the certificate is restored or the suspension expires.

(Code 1971, § 30-22)

Secs. 54-75—54-100. - Reserved.

ARTICLE III. - OPERATION OF HORSE-DRAWN CARRIAGES

Sec. 54-101. - Definitions.

In all matters relating to the administration of this article, whenever the following terms are used, they shall be construed and defined as follows:

Clerk shall mean the Hendersonville City Clerk.

Company shall mean the holder of a permit to operate a horse-drawn carriage business under the provisions of this article, whether a person, firm, partnership or corporation.

Driver shall mean any person who drives or operates a horse-drawn carriage on the streets of Hendersonville for a licensed company.

Driver's permit shall mean the written authority granted by the city for an individual to drive or operate a horse-drawn carriage.

Horse-drawn carriage shall mean any hack or carriage which is drawn by a horse or mule or other beast of burden, for the transportation for hire of passengers.

Permit shall mean the written authority granted by the city under this article to engage in the business of operating one or more horse-drawn carriages in the city for transportation of passengers.

Stand shall mean a public place alongside the curb of a street or elsewhere which has been designated by the city as reserved exclusively for the use of horse-drawn carriages.

(Ord. No. 10-0938, § 1, 9-2-10)

Sec. 54-102. - Compliance with article required.

It shall be unlawful for any person to engage in the business of operating any horse-drawn carriage on the streets of the city until the provisions of this article have been complied with. Provided, however, any such business in operation as of the effective date of this article shall have 30 days to comply with the provisions of this article.

(Ord. No. 10-0938, § 2, 9-2-10)

Sec. 54-103. - Permit required; information on application to be shown.

(a) Any person desiring to operate one or more horse-drawn carriages within the city shall first make written application for a permit and shall file the application with the clerk. The application shall contain the full name and address of the applicant, and the names of the officers if the applicant is a corporation; the principal location from which the business is to be operated; the number of horse-drawn carriages to be operated under the permit, if granted; the hours of operation for the carriages; the planned routes for the carriages; and such other information as may be required by the city.

(b) The city council hereby authorizes the clerk to issue permits to any applicant or applicants, upon compliance with the provisions of this article.

(c) The permit shall be conspicuously displayed at all times on the carriage.

(Ord. No. 10-0938, § 3, 9-2-10; Ord. No. 16-0204, § 1, 2-4-16)

Sec. 54-104. - Reserved.

Editor's note— Ord. No. 16-0204, § 1, adopted Feb. 4, 2016, repealed § 54-104, which pertained to fixed place of business required and derived from Ord. No. 10-0938, § 4, 9-2-10.

Sec. 54-105. - Permits not transferable; replacements and substitution.

Permits to operate horse-drawn carriages shall not be transferred. In the event a horse-drawn carriage business is sold, the new owner shall apply to the clerk for the permits required hereunder.

(Ord. No. 10-0938, § 5, 9-2-10; Ord. No. 16-0204, § 1, 2-4-16)

Sec. 54-106. - Renewal of permit; revocation.

Any company to whom a permit has been issued shall be entitled to renew such permit on an basis, so long as such company shall fully comply with the provisions of this article and such other ordinances, rules and regulations as shall be enacted or adopted from time to time by the city and shall pay the annual permit fee required hereunder as set forth by the fee schedule. Annual permit fees shall be due on or before July l of each year. The clerk, for good cause shown, may at any time revoke such permit.

(Ord. No. 10-0938, § 6, 9-2-10; Ord. No. 16-0204, § 1, 2-4-16)

Sec. 54-107. - Reserved.

Editor's note— Ord. No. 16-0204, § 1, adopted Feb. 4, 20, repealed § 54-107, which pertained to privilege license tax; display of privilege license and derived from Ord. No. 10-0938, § 7, 9-2-10.

Sec. 54-108. - Operation at special events.

The city reserves the right to prohibit horse-drawn carriages at special events.

(Ord. No. 10-0938, § 8, 9-2-10; Ord. No. 16-0204, § 1, 2-4-16)

Sec. 54-109. - Insurance.

(a) Any company operating under this article shall hold the city, its officers, agents, servants and employees, harmless against any and all liability, loss, damages or expense which may accrue to the city by reason of negligence, default or misconduct of the company in connection with the rights granted hereunder. Nothing in this article shall be considered to make the city, its officers, agents, servants or employees liable for damages because of any negligent act or omission or commission by any company, its servants, agents, drivers or other employees, during the operation by the company of a horse-drawn carriage business, either in respect to injury to persons or with respect to damage to property which may be sustained. All permits issued hereunder shall include a notarized statement of the permit holder to incorporate the provisions set forth herein.

(b) Any company operating under this article shall secure and maintain a liability insurance policy from an insurance company authorized to do business in the state, covering each carriage to be used. The minimum coverage shall be $100,000.00 for bodily injury to any one person, $300,000.00 for injury to more than one person in the same accident, and $25,000.00 for property damage resulting from one accident. Such policy may be in the form of a separate policy for each carriage or in the form of a fleet policy covering all carriages operated by the company. Such policy or policies shall include an endorsement to the effect that the same cannot be

altered, modified or cancelled for any cause without notice thereof being served upon the clerk a days prior to the date of such alteration, modification or cancellation. A certificate of insurance certifying the above coverage shall be filed in the office of the clerk.

(c) No permit shall be issued under this article until the certificate of insurance has been filed and approved.

(d) If at any time during the life of any permit issued under the provisions of this article, the company allows said insurance policy to lapse or to become ineffective, or if any insurer thereof becomes unable financially to respond to the obligation thereof, or such policy is allowed to terminate in whole or in part, then at the same time the permit of such company to operate such carriage shall ipso facto become null and void.

(Ord. No. 10-0938, § 9, 9-2-10)

Sec. 54-110. - Horse-drawn carriage driver's permit.

(a) No person shall operate a horse-drawn carriage for hire upon the streets of the city, and no person who owns or operates a horse-drawn carriage company shall permit a horse-drawn carriage to be driven, unless the driver of such carriage first obtain and have in force a horse-drawn carriage driver's permit issued under the provisions of this article and pay the permit fee therefor.

(b) Any person desiring a horse-drawn carriage driver's permit shall submit an application in writing to the clerk, on a form to be furnished by the clerk. The application shall state the age of the applicant, his address, and whether he has been convicted of a violation of any of the laws of the state or the ordinances of the city, and if so, when and of what offense, and the sentence of the court.

(c) An applicant for a driver's permit must be not less than 18 years of age, with no physical infirmities which might make him an unsafe or unsatisfactory horse-drawn carriage driver. No permit shall be issued to any person who has been convicted of operating a motor vehicle while impaired within one year prior to the date of the application for such permit, or who has been convicted of the offense three or more times within five years prior to the date of application. An applicant must show that he or she has a current North Carolina Class "C" license or the equivalent license issued by any other U.S. state or the District of Columbia and that the license is not under suspension or revocation.

(d) Each applicant for a driver's permit shall file with the clerk a sworn affidavit that he or she has successfully completed an apprenticeship of 40 hours with horse-drawn carriages, which includes, but is not limited to:

(1) The proper method of fitting a harness to a horse and hitching and unhitching a properly harnessed horse;

(2) An attestation that the applicant has ridden with a driver permitted hereunder dur 24 hours of the apprenticeship to observe the proper handling and driving of a horse-drawn carriage and has been trained in emergency situations for unexpected animal behavior; and

(3) Has driven horse-drawn carriages under the supervision of a driver permitted hereunder for the last 16 hours of the apprenticeship;

(4) Is familiar with the traffic regulations and designated horse-drawn carriage routes.

(e) In lieu of the apprenticeship requirements, an applicant may file with the clerk a sworn affidavit that he or she has had previous experience driving a horse-drawn carriage, exceeding 40 hours therein, including a detailed description, of that experience;

(f) An identification card showing that a permit has been issued under the provisions of this section shall be displayed on the driver's person at all times when the carriage is for hire or is being operated.

(g) A driver's permit shall remain in effect for the current fiscal year (July 1 through June 30) and must be renewed annually.

(h) It shall be unlawful for any person willfully to alter, deface, obliterate or destroy a horse-drawn carriage driver's permit, or cause or allow the same.

(i) Any horse-drawn carriage driver's permit issued under this article is not transferable, and is to be used solely by the person to whom it is issued.

(j) Every driver of a horse-drawn carriage shall be neat and clean in appearance and shall, while on duty, wear an identification badge, with his name and permit information thereon, on his shirt or coat, in plain view. No driver may use any tobacco product while carrying any passenger.

(k) The clerk shall have the authority to revoke a horse-drawn carriage driver's permit if the holder of the permit:

(1) Ceases to meet the qualifications described in subsection (c), above; or

(2) Fails to correct satisfactorily any false statement made in the application for the permit immediately upon request; or

(3) Fails to operate his carriage in accordance with the provisions of this article.

(Ord. No. 10-0938, § 10, 9-2-10; Ord. No. 16-0204, § 1, 2-4-16)

Sec. 54-111. - Safe mechanical condition of horse-drawn carriage required.

Every carriage operated on the streets of the city shall be maintained in a safe mechanical condition, with all safety equipment remaining intact and operative at all times when the carriage is in service.

(Ord. No. 10-0938, § 11, 9-2-10)

Sec. 54-112. - Safety equipment required.

Each horse-drawn carriage shall be equipped with operable turn signals. Each such carriage shall also be equipped with operable lights or lanterns and reflectors when are used during the hours of dusk and darkness. The turn signals, lights and reflectors shall be mounted so that they are visible from any direction for a distance of at least 1,000 feet. Each such carriage shall have on board at all times a fire extinguisher and a first aid kit.

(Ord. No. 10-0938, § 12, 9-2-10)

Sec. 54-113. - Cleanliness of horse-drawn carriage required.

Every carriage operating under this article shall be kept painted and in a clean and sanitary condition, free of litter and debris and at all times suitable for public transportation of passengers.

(Ord. No. 10-0938, § 13, 9-2-10)

Sec. 54-114. - Inspection of carriage required.

(a) Each carriage shall be inspected by the chief of police or the chief's designee for compliance with the provisions of this article regarding safety and overall appearance and shall pass the inspection before being used to carry passengers for hire. Each carriage shall be inspected by the chief of police or the chief's designee at least annually by July 1 to ensure continued compliance with this article. The company shall supply a copy of the inspection report to the clerk within seven days of the issuance thereof. When a carriage is involved in an accident, the horse-drawn carriage business owner shall file a report of the accident with the clerk. The chief of police or the chief's designee shall inspect each such carriage before it is returned to service. A certificate is required by a doctor of veterinary medicine, as required in section 54-116, for each animal involved in the carriage accident, stating that the animal is not injured, in good health and able to return to drawing the carriage or carriages without endangering the health of the animal or animals.

(b) The carriage inspection shall include the following:

(1) Body condition;

(2) Reflectors;

(3) Grab handles;

(4) Traces;

(5) Harness;

(6) Seats;

(7)

Wheels. Subject to the provisions of subsection 54-117(a)(3) with respect to the composition of h no metal from or constituting any part of the carriage, including horseshoes, wheels and tires, shall come into contact with any street upon which the carriage is operated;

(8) Top;

(9) Shafts;

(10) Steps;

(11) Brakes;

(12) Lights or lanterns, on any vehicle to be operated at night;

(13) Turn signals.

(14) A photograph of the carriage.

(Ord. No. 10-0938, § 14, 9-2-10; Ord. No. 16-0204, § 1, 2-4-16)

Sec. 54-115. - Suspension of permit.

The clerk is hereby given full power to suspend a permit upon the clerk's determination that the operation of the carriage would cause imminent danger to the public's safety. The suspension shall be effective immediately upon notice to the owner. The carriage may not be returned to service until it has been reinspected and found to comply with sections 54-111 through 54-114 of this article.

(Ord. No. 10-0938, § 15, 9-2-10)

Sec. 54-116. - Certificate of health of animals required.

The holder of each permit to operate a horse-drawn carriage company shall, as a condition to such permit remaining in force, present to the clerk no later than the first day of July of each year, a certificate by a doctor of veterinary medicine, duly licensed in the state of any U.S. state or the District of Columbia, for each horse or other beast of burden owned by such company for its horse-drawn carriage business, with identifying information, certifying that such doctor of veterinary medicine has examined such horse or other animal, which examination shall include an annual Coggins Test, and certification of rabies vaccination, and that the animal is in good health and able to draw the horse-drawn carriage or carriages to which the horse is assigned without endangering the health of such horse or other animal. In the event of failure to present a certificate for each such horse, the owner shall not be able to use in the horse-drawn carriage business any horse for which a certificate is not presented.

(Ord. No. 10-0938, § 16, 9-2-10; Ord. No. 16-0204, § 1, 2-4-16)

Sec. 54-117. - Other requirements for the safety of the animals.

(a) All operating carriages shall comply with the following requirements:

(1) No single animal shall pull a carriage holding more than six adults, including the dr

(2) Unless written approval is given by a licensed veterinarian, no animal having open sores or wounds or any disease or ailment shall be permitted to be in service on the streets of the city.

(3) Each animal shall have all hooves properly trimmed and shod for street surfaces, with the horse shoes to be a type of poly-urethane shoes designed to keep the animal from slipping on the pavement; provided, however, the director of public works or the director's designee may determine that another horse shoe proposed by the permit holder is adequate to keep the animal from slipping on the pavement.

(4) Each animal shall be groomed daily and shall not have fungus, dandruff, or a dirty coat.

(5) Harnesses shall be properly fitted, maintained and oiled so that no irritating material will come in direct contact with the animal.

(6) No driver may use more than a light touch of the whip upon any animal, and no driver or other person may forcefully strike an animal, or make movements or noise intended to frighten or harm an animal.

(7) No driver shall permit an animal to pull a carriage at a speed faster than a slow trot, except in emergency situations.

(8) Each animal shall be provided with adequate food, water and rest to pull the horse-drawn carriage to which it is assigned.

(9) No animal shall become overheated in a manner which endangers its health and safety. The temperature of each animal pulling a horse-drawn carriage shall be taken immediately prior to being used to pull horse-drawn carriages for that day and shall be taken no less often than once each two hours during the time period it is used to pull horse-drawn carriages for that day. A log of these times and temperatures shall be maintained by the permit holder and shall be provided to the clerk on a monthly basis.

(10) No animal shall pull horse-drawn carriages in temperatures below 25 degrees Fahrenheit under calm conditions or its equivalent when adding in a wind chill factor, or when the apparent temperature, combining the air temperature with the relative humidity, is above 90 degrees Fahrenheit. All determinations of the temperatures as set forth in this section shall be based upon temperature information established by the United States Weather Bureau at the location where it registers temperature information which is closest to where the horse-drawn carriages are being operated. Apparent temperature, as used in this section, shall be based upon charts available from the United States Department of Commerce.

(11) Animals used to pull horse-drawn carriages shall be given a ten-minute rest period at the end of two consecutive labor hours and potable water shall be made available during the rest period. Labor hours are defined as hours the animal is in harness for the horse-drawn carriage business. No animal shall be kept in harness for the horse-drawn carriage business

for periods in excess of eight successive labor hours without a minimum of three successive hou harness. No animal shall be in harness for the horse-drawn carriage business for more than six days in a seven-day period.

(12) No animal shall be subject to any condition or treatment, whether in service or out of service, which will impair the good health and physical condition of that animal.

Any sworn city police officer is hereby empowered to stop all carriages for inspection as to compliance with the above requirements, and is further empowered to confiscate for delivery to the clerk the permit for any vehicle appearing to be in probable violation hereof.

(Ord. No. 10-0938, § 17, 9-2-10)

Sec. 54-118. - Carriage stands.

(a) The director of the public works department, or the director's designee, in consultation with the chief of police, is hereby empowered to designate the location and extent of space for stands located on city streets and parking spaces or lots and which shall be known as "carriage stands." Unless otherwise allowed by the city, no automobiles or other means of conveyance other than horse-drawn carriages as defined in this article shall be permitted to use such stands.

(b) No parking of horse-drawn carriages shall be permitted on the public streets except at such stands, which shall be designated by signs. Whenever any stand is established, it may be used by horse-drawn carriages on a "first come, first serve" rotation basis.

(c) Drivers of horse-drawn carriages shall maintain such stands in a sanitary condition at all times. Any failure on the part of a driver to conform to the requirements of this section shall be unlawful and shall subject the driver to the penalties provided herein.

(d) It shall be unlawful for any driver of any horse-drawn carriage to park or stand on any city street other than at a carriage stand.

(e) This article does not regulate the keeping of animals, which activity is regulated by article II of chapter 10 of this Code.

(Ord. No. 10-0938, § 18, 9-2-10)

Sec. 54-119. - Driver not to leave vehicle while waiting to be hired.

It shall be unlawful for any driver to leave his carriage, or the immediate premises thereof, while the carriage is parked in a carriage stand waiting to be hired.

(Ord. No. 10-0938, § 19, 9-2-10)

Sec. 54-120. - Restriction on number of passengers.

No driver shall permit more persons to be carried in his carriage as passengers than the rated seating capacity of said carriage.

(Ord. No. 10-0938, § 20, 9-2-10; Ord. No. 16-0204, § 1, 2-4-16)

Sec. 54-121. - Refusal to carry disorderly passengers.

Drivers may refuse to convey any disorderly person or persons.

(Ord. No. 10-0938, § 21, 9-2-10; Ord. No. 16-0204, § 1, 2-4-16)

Sec. 54-122. - Other prohibited acts.

It shall be unlawful for any driver to use his carriage for any purpose other than the transportation of passengers.

(Ord. No. 10-0938, § 22, 9-2-10)

Sec. 54-123. - Areas of operation.

Horse-drawn carriages carrying passengers for hire shall be allowed on city streets along only those routes as approved in writing, in advance of their use, by the director of public works in consultation with the chief of police, or his designee, with a copy of the approved route filed with the clerk.

(Ord. No. 10-0938, § 23, 9-2-10; Ord. No. 16-0204, § 1, 2-4-16)

Sec. 54-124. - Hours of operation.

No horse-drawn carriage shall be operated for the purposes of a tour on city streets between the hours of midnight and 9:00 a.m. on any day. No carriage shall be operated in the central business district during the hours of 11:30 a.m. to 1:30 p.m. and 4:45 p.m. to 5:30 p.m. Monday through Friday, except that such restriction shall not apply on legal holidays.

(Ord. No. 10-0938, § 24, 9-2-10)

Sec. 54-125. - Traffic violations.

(a) Drivers of horse-drawn carriages shall be subject to all traffic laws applicable to drivers of motor vehicles, except those provisions which by their nature can have no application.

(b) Horse-drawn carriages shall be prohibited from stopping in traffic or delaying any on-street traffic for the purpose of loading or unloading passengers or for any other purpose.

(c)

It shall be unlawful to operate carriages except when the draft animals are under complete cont
vehicles shall be operated with caution and due care for the safety of others.

(Ord. No. 10-0938, § 25, 9-2-10)

Sec. 54-126. - Sanitation requirements.

Drivers of horse-drawn carriages and the permit holder for the horse-drawn carriage business shall ensure that draft animals are equipped with diapers or similar devices or that other methods are used to prevent manure and other wastes of the animals from falling or collecting on city streets. The city shall charge the company with the assumed costs, including materials and assumed labor costs, for the cleanup of such manure and other wastes. any charge not paid by the company within 30 days of the sending of written notice by any generally recognized means shall constitute grounds for suspension of the company's right to operate carriages.

(Ord. No. 10-0938, § 26, 9-2-10)

Sec. 54-127. - Penalty for failure to comply.

Failure to comply with the requirements of this article or with any of the laws, ordinances and regulations of the city can result in revocation of the permit of the driver, the company, or both.

(Ord. No. 10-0938, § 27, 9-2-10)

Sec. 54-128. - Appeals.

Any decision of the clerk hereunder may be appealed to the city council by any aggrieved person, by delivery to the clerk of a notice of appeal within ten days of the giving of notice by the clerk of such decision. The city council shall decide all appeals. Decisions of the city council may be appealed to the superior court within 30 days of the city council's final vote on the appeal.

(Ord. No. 10-0938, § 28, 9-2-10)

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AFFIDAVIT OF PUBLICATION

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City of Hendersonville
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Hendersonville NC 28792-3775

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

The Hendersonville Times-News, a newspaper printed and published in the city of Gastonia, and of general circulation in the County of Henderson, State of North Carolina, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue dated:

06/21/2026

and that the fees charged are legal.
Sworn to and subscribed before on 06/21/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires 9-3-29

Publication Cost:	$17.72	
Tax Amount:	$0.00	
Payment Cost:	$17.72	
Order No:	12422984	# of Copies:
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PO #:	I&M Airport Taxi LLC	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN pursuant to Section 54-68 of the Code of Ordinances, City of Hendersonville, North Carolina, that the City Council for the City of Hendersonville will hold a public hearing at the regular meeting to be held on Thursday, July 2, 2026, at 5:45 p.m., or as soon thereafter as the Council is able, to consider a request from I&M Airport Taxi LLC for a Certificate of Public Convenience and Necessity to operate a taxicab service.

All material related to this request is available for public inspection and review at the City Clerk's Office located at City Hall, during normal business hours, 8a.m. to 5p.m., Monday through Friday.

The public hearing on this matter will be held in the large, first floor meeting room of the City Operations Center, 305 Williams St., Hendersonville, NC 28792. The public is invited to attend and comment.

Digital/written public hearing comments must be received twenty-four hours prior to the meeting to be considered by the City Council **and must** comply with security criteria in the Council's Public Comment Policy, available on the City's website.

Public hearing comments will also be accepted during the meeting from those attending in person and from those participating live via ZOOM at the designated time at this meeting. For security reasons screen sharing will not be allowed. Anyone wishing to submit written/digital public hearing comments for these public hearings prior to the meeting may visit:

https://www.hendersonvillenc.gov/comment

to submit their comment. It is not necessary to submit digital comments if you are planning to address City Council during the meeting.

The meeting instructions to join by Zoom will be available on the City's website calendar by visiting:

https://www.hendersonvillenc.gov/events-calendar

and as follows:

Zoom information for the meeting is: https://zoom.us/join
Dial-in by phone: (646) 558-8656
Meeting ID: 822 0104 2528
Passcode: 1847

The City of Hendersonville is committed to providing accessible facilities, programs, and services for all people in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or a particular accommodation for this meeting please contact the City Clerk no later than 24 hours in advance of the meeting (828)697-3005.

Jill Murray,
Clerk to the City Council for the City of Hendersonville

June 21, 2026 12422984

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Angela Beeker, City Attorney **MEETING DATE:** July 2, 2026

AGENDA SECTION: RESOLUTION **DEPARTMENT:** Legal

TITLE OF ITEM: Public Hearing to Consider Amendments to Three Party Agreement, Interlocal Agreement and Restrictive Covenants Related to Garrison Industrial Park– *Angela Beeker, City Attorney*

SUGGESTED MOTION(S):

I move that City Council adopt the ***Resolution to Approve Amendments to Three Party Agreement, Interlocal Agreement and Restrictive Covenants Related to Garrison Industrial Park***, as presented.

SUMMARY:

The purpose of this public hearing is to consider the amendment of two agreements and the Restrictive Covenants originally entered into for the development of Garrison Industrial Park located off Upward Road, Commercial Blvd, and Garrison Lane, East Flat Rock, NC ("Park"). The first of those agreements, an interlocal agreement, was entered into on November 18,2020 between the City of Hendersonville and Henderson County, pursuant to the authority of NCGS § 160A-20, to provide for the loan of a total of $2,346,668.56, to the Economic Investment Fund of Henderson County, Inc, a North Carolina nonprofit, ("EIF") by the City of Hendersonville (1/2 of the loaned funds, or $1,173,334.28,000) and Henderson County (1/2 of the loaned funds, or $1,173,334.28) to purchase +/- 41.35 acres, being all of Lots 1, 3, 4, 5, the open space and road beds as shown on that plat recorded in Plat Book 2021 at Plat Slide 13013 of Henderson County Registry, for the development of Garrison Industrial Park, and the subsequent sale of Lot 4 of the Park to be developed and occupied by an industrial client. ("Interlocal Agreement") The second agreement is a three party agreement between the City of Hendersonville, Henderson County, and the EIF, which outlines the loan terms and repayment terms, and terms governing development of the Park ("Three Party Agreement"). As of the date of this notice, the EIF owes a principal balance to the City of Hendersonville of $460,483.78. The EIF has requested that both agreements be amended to provide that the interest on the principal balance owed will be waived in exchange for paying off the loan early and for agreeing that the remaining property owned by the EIF will only be sold to an industry meeting at least 80% of the City's Economic Development Incentives Guidelines. The fair market value of the City's interest in the loan is the principal balance owed plus interest owed of approximately $154,000. The City finds that a sale to an industry meeting at least the 80% threshold will stimulate the local economy, promote business prospects of the City, and result in the creation of a substantial number of jobs paying at or above the median average wage in the County. Additionally, both agreements would be amended to allow the addition of property to Garrison Industrial Park, the additional property being Lot 2 shown on Plat Book 2021 at Page 13013. Lot 2 is not currently a part of the Park, and is not subject to the Park's Restrictive Covenants. Lastly the Restrictive Covenants, recorded in Book 3721 at Page 204 of the Henderson County Registry, will be amended to provide a mechanism for the addition of Lot 2 to the Park. When added to the Park, Lot 2 will become subject to these Covenants.

ATTACHMENTS:

Proposed Amended Three Party Agreement
Proposed Amended Interlocal Agreement
Proposed Amended Restrictive Covenants
Plat
Resolution

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT

A FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT TO PROVIDE FOR THE DEVELOPMENT OF THE GARRISON INDUSTRIAL PARK PROPERTY BETWEEN THE COUNTY OF HENDERSON AND THE CITY OF HENDERSONVILLE MADE PURSUANT TO N.C. GEN. STAT. §160-460 *et seq.*

This First Amended and Restated Interlocal Agreement (the "***Restated Agreement***") is made this the _____, by and among the following parties:

1. The County of Henderson, a body corporate and politic of the State of North Carolina (the "***County***"), whose address is 1 Historic Courthouse Square, Suite 5, Hendersonville, North Carolina 28792.

2. The City of Hendersonville, a North Carolina municipal corporation (the "***City***"), whose address is 160 Sixth Avenue East, Hendersonville, North Carolina 28792.

* * * * *

WHEREAS, the ***County*** and the ***City*** entered into an interlocal agreement dated November 18, 2020 to provide for the development of Garrison Industrial Park (the "***Original Agreement"***); and

WHEREAS, Garrison Industrial Park was in fact developed off Upward Road in Henderson County, North Carolina, was annexed into the municipal limits for the ***City*** of Hendersonville, and is more particularly described as follows (the "***Original Park Property***"):

> Being all of that certain property described as Tract 1 containing 13.47 acres, Tract 3 containing 18.65 acres, Tract 4 containing 5.30 acres, the open space area designated as "OS" containing 1.91 acres, and the Revised Private 60' Drive Easement and cul de sacs associated therewith extending from Commercial Boulevard (SR 1970) to Crest Road (SR 1803), all as shown on a survey captioned "*Plat of Survey for Proposed Garrison Industrial Park of Economic Investment Fund of Henderson County*" recorded in Plat Book 2021, Slide 13013, in the Office of the Register of Deeds of Henderson County, North Carolina, reference to which is made and incorporated herein for a more particular description of said property.

WHEREAS, the parties wish to amend the ***Original Agreement*** in order to provide for the addition of property to the ***Original Park Property*** and to make certain other revisions;

Now therefore, in consideration of the mutual terms and conditions, the adequacy of which is acknowledge by all parties, the parties agree as follows:

Purpose and Background.

3. The ***Original Agreement*** was to provide for the financing of the purchase, and for the marketing, development and sale to industries meeting the ***City***'s and the ***County***'s economic development policy incentive guidelines, in a manner consistent with the land development ordinances of the ***City*** and the ***County***, of the ***Original Park Property***".

4. The Economic Investment Fund of Henderson County, Inc., a North Carolina nonprofit corporation, has approached the ***City*** and the ***County*** and requested that certain property be added to the ***Original Park Property,*** the real property to be added being more particularly described as follows (the "***Additional Property***"):

> Being all of that real property shown and identified as Lot 2 consisting of +/- 7.23 acres on that plat recorded in Plat Book 2021 at Page 13013 of the Henderson County Registry.

The ***Original Park Property*** together with the ***Additional Property*** will collectively be referred to hereinafter as the ***Garrison Park Property***.

5. The ***Fund*** purchased the ***Original Park Property***, and received a loan from the ***City*** and ***County*** in the amount $2,346,668.56 (the "***Loan Amount***"), with half being owed to each the ***City*** and the ***County***. On or about February 5, 2021, the ***Fund*** paid $712,850.50 to each the ***City*** and the ***County***, leaving a balance owed to each of the ***City*** and the ***County*** of $460,483.78. The Fund wishes to pay the remaining balance owed to the ***City*** and the ***County***.

6. The ***Fund*** has been marketing and will continue to market the ***Garrison Park Property*** through the Henderson County Partnership for Economic Development, Inc., a North Carolina nonprofit corporation (the "***Partnership***").

7. The ***Fund*** established covenants and restrictions on the use of the ***Original Park Property***, to bind any future owners and users of the ***Original Park Property***, in form that was acceptable to both the ***City*** and the ***County***. These covenants and restrictions, recorded in Book of Record 3721 at Page 204 of the Henderson County Registry, (the "***Covenants***") established guidelines for new construction and ongoing maintenance of the ***Original Park Property***. The ***City*** annexed the ***Original Park Property***, and the ***Covenants*** bridged any difference between the industrial zoning district requirements of the ***County*** and the ***City***, and established the requirement and process for annexation into the ***City***.

Duration.

8. This ***Agreement*** shall remain in effect until the sale of all of the ***Garrison Park Property*** by the ***Fund*** to ***industrial client***s qualifying for incentives under both the ***City's*** and ***County's*** Economic Development Assistance Guidelines (Exhibits B and C attached hereto and incorporated herein by reference), at which point this ***Agreement*** shall expire and terminate as to all provisions except those which, by their terms, survive such expiration and termination. As used herein, "***industrial client"*** shall be deemed to include a purchaser or lessee that will occupy a portion of the ***Garrison Park Property*** for the length of time required to qualify for incentives under the ***Economic Development Assistance Guidelines*** of both the City and the County.

Financing of Purchase of the *Original Park Property*.

9. Because the ***Fund*** was required by the terms of the ***Option*** to purchase the ***Original Park Property*** in its entirety, and not in parts, the ***City*** and the ***County*** jointly loaned the ***Fund*** the ***Loan Amount***, for the purchase of the ***Original Park Property*** as a whole.

10. The the ***"Loan Terms"*** are as follows:

A. The ***"Loan Amount***" shall equal the purchase price of the ***Original Park Property***, less any pre-payments made by the ***Fund***.[1] The ***City*** and the ***County*** shall each loan one-half (½) of the ***Loan Amount*** to the ***Fund*** for the purchase of the ***Original Park Property***. Neither the ***City*** nor the ***County*** will make the loan until such time as an ***industrial client*** qualifying for an economic development incentive of at least an 80% percent incentive payment under the ***City*** and the ***County***'s Economic Development Assistance Guidelines (Exhibits B and C) has contracted with the ***Fund*** to purchase all or a portion of the ***Original Park Property*** for development of an industrial site from the ***Fund***, and the due diligence period under the sales contract (including all extensions) with the ***industrial client*** has expired**.** This shall be referred to as the ***"Initial Sale."***

B. The purchase of the ***Original Park Property*** by the ***Fund***, and ***Initial Sale*** shall occur as two separate transactions, each being fully funded. The "N***et Proceeds"*** (sale price less closing costs) received from the ***Initial Sale*** will be paid to the ***City*** and ***County*** as consideration for the release of the acreage sold by the ***Fund*** as part of the ***Initial Sale*** from their jointly held first lien Deed of Trust (see Paragraph 10(C) below).

C. The ***City*** and the ***County*** shall require the ***Fund*** (1) to sign and deliver to the ***City*** a Promissory Note, payable to the ***City*** and the ***County*** jointly, for the ***Loan Amount***, and (2) to secure the Promissory Note with a first lien Deed of Trust on the ***Original Park Property***, also to be delivered to the ***City***[2], naming the ***City*** and the ***County*** as to a 50% interest each as beneficiaries. The Promissory Note shall bear interest at a fixed market rate of interest established each year by the *Wall Street Journal* prime rate of interest per annum on the anniversary date of the closing on the purchase of the balance of the ***Original Park Property***. The Loan Amount shall be amortized over a twenty (20) year amortization schedule, and interest shall accrue with a balloon payment of all accrued principal and interest being due and payable one hundred twenty (120) months from the date of closing. The initial payment under the Promissory Note shall be the ***Net Proceeds*** from the ***Initial Sale*** as provided in Paragraph 10.B, however notwithstanding Paragraph 10.B, the ***Net Proceeds*** must at least equal the per acre ***Release Fee*** provided in Paragraph 10.D, or else the ***City*** and the ***County*** shall not be obligated to release the acreage for the ***Initial Sale***. . The Promissory Note shall also provide that if the ***Initial Sale*** does not close, or if the ***Initial Sale*** does not close within thirty (30) days of the purchase of the ***Original Park Property*** by the ***Fund*** (including if the ***Initial Sale*** doesn't close as at all), either the ***City*** or the ***County***, or both, shall have the right to accelerate the entire balance due under the Promissory Note. The terms of the Promissory Note and Deed of Trust shall be consistent with the terms of this ***Restated Agreement***, and shall be in such form as is acceptable to both the ***City*** and the ***County***.

D. None of the acreage will be released unless the ***Original Park Property*** is being sold to an ***industrial client*** that would qualify for the payment of incentives under both the

[1] The ***Option*** requires monthly payments in the amount of $10,000 that count as pre-payments against the ***Fund's*** purchase price for the ***Original Park Property***. As used herein, "pre-payment" refers to the initial earnest money deposit paid by the ***Fund***, the monthly option payments, and any other payments made by the ***Fund*** that count against the ***Fund's*** purchase price for the ***Original Park Property***.

[2] The original promissory note and Deed of Trust will be held by the ***City*** for the benefit of both the ***City*** and the ***County.*** The promissory note and Deed of Trust will not be marked "paid," nor shall a satisfaction of the Deed of Trust be recorded in the Henderson County Registry, without the prior written consent of the ***County***.

City's and the ***County***'s Economic Development Assistance Guidelines (Exhibits B and C) and both the ***City*** and the ***County*** determine the probable average hourly wage to be paid to the employees of the ***industrial client***. It is agreed that the release fee plus accrued interest is the fair market value of the release. After the ***Initial Sale,*** and for each subsequent sale, the ***City*** and the ***County*** shall release the Deed of Trust on the acreage being sold in exchange for payment of the ***Net Proceeds*** of the sale, or $64,500 per acre, whichever is greater, plus the accrued interest attributable to the released acreage. If not sooner paid, the total balance due under the Promissory Note will be due and payable with the release of the final acreage of the ***Original Park Property***.

E. After the ***Initial Sale*** the ***Fund*** will only sell the remaining acreage of the ***Garrison Park Property*** to an ***industrial client*** that qualifies for an 80% incentives payment as defined in both Economic Development Assistance Guidelines. In consideration of this promise, and the repayment of the Loan Amount prior to its maturity date, both the ***City*** and the ***County*** will waive any interest accruing on the portion of the ***Loan Amount*** remaining after the ***Initial Sale*** upon a finding, by both the ***City*** and the ***County***, after a duly advertised public hearing, that an ***industrial client*** will that qualifies for an 80% incentives payment will stimulate the local economy, promote business and result in the creation of a substantial number of jobs in the ***County*** paying at or above the median average wage in the ***County***.

11. Since the closing of the purchase of the ***Original Park Property*** by the ***Fund***, title to the ***Original Park Property,*** less the acreage disposed of in the ***Initial Sale,*** has been in the ***Fund***, subject to the first lien Deed of Trust required by Paragraph 10 of this ***Restated Agreement***.

Operational Ownership of the *Garrison Park Property*.

12. The ***City*** and the ***County*** shall require that the marketing by the ***Partnership*** and the negotiations for the sale of the ***Garrison Park Property*** by the ***Fund*** shall attempt to locate manufacturing industries compatible with the goals of the area and which qualify for incentives under the Economic Development Assistance Guidelines of the ***City*** and the ***County***, and shall subdivide the ***Garrison Park Property*** for the same.

13. The ***City*** and the ***County*** shall require that the terms of any proposed sale by the ***Fund*** and the associated Release by both the ***City*** and the ***County***, will be presented, on a confidential basis pursuant to N.C. Gen. Stat. §143-318.11(a)(4), to both the ***City*** and the ***County***. Such proposed sale shall be to a concern which qualifies for incentives under the Economic Development Assistance Guidelines of both the ***City*** and ***County*** (Exhibits B and C).

Annexation and Zoning, Subdivision and Stormwater Jurisdiction

14. The ***City*** and the ***County*** agree to require the ***Fund*** and any industrial client purchasing any of the ***Garrison Park Property,*** to petition the ***City*** for annexation of the ***Garrison Park Property*** into the ***City*** by voluntary annexation prior to the transfer of title by the ***Fund*** or prior to such purchase by an industrial client of any portion of the ***Garrison Park Property***. The ***Fund*** shall contractually obligate all purchasers from the ***Fund*** (and all persons or entities in whose name title will be held if different) and all transferees of any portion of the ***Garrison Park Property*** to consent to and sign the annexation petition, in addition to the ***Fund.*** The contract(s) of sale shall also preclude the withdrawal of the purchasers' consent to the annexation for a period of 180 days from the date of their purchase contract.(s) The annexation Petition shall be signed and submitted to the ***City*** as part of the closing on thesale or transfer of title.

15. If the ***City*** annexes the ***Garrison Park Property*** into the ***City***, the ***City*** requests and agrees that the ***County*** shall retain zoning regulation, and subdivision regulation jurisdiction over the ***Garrison Park Property*** as allowed by NCGS § 160D-202(f)**.** For the avoidance of doubt, with respect to zoning regulation and subdivision regulation jurisdiction, the City requests that the County exercise those powers that the City could exercise under NCGS Chapter 160D, Articles 7 and 8. It is understood and agreed that the ***City*** may rescind this grant of subdivision and zoning regulation jurisdiction (pursuant to NCGS § 160D-202(h)) at any time by providing written notice to the ***County*** two (2) years in advance of the effective date of such rescission of jurisdiction by the ***City***, and at the end of the two (2) year notice period, repealing the terms of the Resolution which approved this grant of jurisdiction. The terms of this Paragraph shall survive the expiration and termination of this ***Agreement*** pursuant to Paragraph 8 above unless or until this grant of jurisdiction by the ***City*** is rescinded, in which case this Paragraph shall terminate on the effective date of any such rescission of jurisdiction by the ***City***. For the avoidance of doubt, if this ***Agreement*** is terminated for any other reason (i.e. other than pursuant to paragraph 8 above), the ***City*** and the ***County*** agree that the ***County***'s zoning and subdivision regulation jurisdiction shall end as of the date of such termination, without further action by any party hereto.

15. The ***City*** and the ***County*** shall require the ***Fund*** to encumber the entirety of the ***Garrison Park Property*** with covenants and restrictions containing development standards that meet or exceed the standards contained within the Industrial zoning classification of the ***City.*** Such covenants and restrictions shall also contain language obligating all future owners of the ***Garrison Park Property*** to petition for and consent to the voluntary annexation of the entirety of the ***Garrison Park Property*** by the ***City***. The covenants and restrictions (and all amendments thereto) shall be subject to the prior approval of both the ***City*** and the ***County***. Additionally, the ***City and the County*** shall require the ***Fund*** to make and record the following amendments to the restrictive covenants:

a. Prepare and record amended or supplemental declaration, allowing the ***Fund*** to annex the ***Additional Property*** (PIN 9587388841 and PIN 9587483861) into the ***City*** and Garrison Industrial Park and combine with PIN 9587387266.

b. Provide exemption to Article VII, Section 7.2

c. Update the property description to outline the new park boundaries

Other Provisions

16. Decisions of whether or not the ***City*** will provide additional incentives to any ***industrial client*** beyond those provided herein shall be at the sole and independent discretion of the ***City***. Decisions of whether or not the ***County*** will provide additional incentives to any ***industrial client*** beyond those provided herein shall be at the sole and independent discretion of the ***County***.

17. The ***City*** and the ***County*** shall enter into a three-party agreement with the ***Fund*** consistent with the terms of this ***Restated Agreement***. Notwithstanding anything in this ***Restated Agreement*** to the contrary, if the ***Fund*** purchases less than the entire ***Property***, neither the ***City*** nor the County shall be obligated to make any loan to the ***Fund***.

18. This ***Restated Agreement*** may be amended by a written instrument only, signed by both parties hereto, which has been approved by Resolution of both parties after a duly held and advertised public hearing.

19. This ***Restated Agreement*** may be terminated prior to the end of its Duration (ref. paragraph 8 above) by written agreement, signed by both parties hereto, which has been approved by Resolution of both parties after a duly held and advertised public hearing.

Executed by the parties, as of the date shown above.

COUNTY OF HENDERSON

By:_____
WILLIAM LAPSLEY, Chairman of the Henderson County Board of Commissioners

Attest: (Official Seal)

_____
Clerk, Henderson County Board of Commissioners

CITY OF HENDERSONVILLE

By:_____
BARBARA VOLK, Mayor

Attest: (Official Seal)

_____
Clerk, Henderson County Board of Commissioners

This ***Restated Agreement*** has been pre-audited in that manner required by the Local Government Fiscal Control Act.

_____ _____
Finance Director for the City of Hendersonville Finance Director for Henderson County

FIRST AMENDED AND RESTATED THREE-PARTY AGREEMENT

A FIRST AMENDED AND RESTATED THREE-PARTY AGREEMENT TO PROVIDE FOR THE DEVELOPMENT OF THE GARRISON INDUSTRIAL PARK PROPERTY BETWEEN THE ECONOMIC INVESTMENT FUND OF HENDERSON COUNTY, THE COUNTY OF HENDERSON AND THE CITY OF HENDERSONVILLE MADE PURSUANT TO N.C. GEN. STAT. §158-7.1

This First Amended and Restated Three-Party Agreement (the "***Amended Agreement***") is made this the _____, by and among the following three parties:

1. Economic Investment Fund of Henderson County, Inc., a North Carolina nonprofit corporation (the "***Fund***"), whose address is 330 North King Street, Hendersonville, North Carolina 28792.

2. The County of Henderson, a body corporate and politic of the State of North Carolina (the "***County***"), whose address is 1 Historic Courthouse Square, Suite 5, Hendersonville, North Carolina 28792.

3. The City of Hendersonville, a North Carolina municipal corporation (the "***City***"), whose address is 160 Sixth Avenue East, Hendersonville, North Carolina 28792.

* * * * *

WHEREAS, the Fund, the ***County*** and the ***City*** entered into a three party agreement dated November 18, 2020 to provide for the development of Garrison Industrial Park (the "***Original Agreement"***); and

WHEREAS, Garrison Industrial Park was in fact developed off Upward Road in Henderson County, North Carolina, was annexed into the municipal limits for the ***City***, and is more particularly described as follows (the "***Original Park Property***"):

> Being all of that certain property described as Tract 1 containing 13.47 acres, Tract 3 containing 18.65 acres, Tract 4 containing 5.30 acres, the open space area designated as "OS" containing 1.91 acres, and the Revised Private 60' Drive Easement and cul de sacs associated therewith extending from Commercial Boulevard (SR 1970) to Crest Road (SR 1803), all as shown on a survey captioned "*Plat of Survey for Proposed Garrison Industrial Park of Economic Investment Fund of Henderson County*" recorded in Plat Book 2021, Slide 13013, in the Office of the Register of Deeds of Henderson County, North Carolina, reference to which is made and incorporated herein for a more particular description of said property.

WHEREAS, the parties wish to amend the ***Original Agreement*** in order to provide for the addition of property to the ***Original Park Property*** and to make certain other revisions;

Now therefore, in consideration of the mutual terms and conditions, the adequacy of which is acknowledged by all parties, the parties agree as follows:

Purpose and Background.

4. The ***Original Agreement*** provided for the financing of the purchase, and for the marketing, development and sale to industries meeting both the ***City***'s and the ***County***'s Economic Development Assistance Guidelines, in a manner consistent with the land development ordinances of the ***City*** and the ***County***, of the ***Original Park Property***.

5. The parties wish to add certain real property to Garrison Industrial Park, said real property being more particularly described as follows (the "***Additional Property***"):

> Being all of that real property shown and identified as Lot 2 consisting of +/- 7.23 acres on that plat recorded in Plat Book 2021 at Page 13013 of the Henderson County Registry.

The ***Original Park Property*** together with the ***Additional Property*** will collectively be referred to hereinafter as the ***Garrison Park Property***.

6. The ***Fund*** purchased the ***Original Park Property***, and received a loan from the ***City*** and ***County*** in the amount $2,346,668.56 (the "***Loan Amount***"), with half being owed to each the ***City*** and the ***County***. On or about February 5, 2021, the ***Fund*** paid $712,850.50 to each the ***City*** and the ***County***, leaving a balance owed to each of the ***City*** and the ***County*** of $460,483.78. The Fund wishes to pay the remaining balance owed to the ***City*** and the ***County***.

7. The ***Fund*** has been marketing and will continue to market the ***Garrison Park Property*** through the Henderson County Partnership for Economic Development, Inc., a North Carolina nonprofit corporation (the "***Partnership***").

8. The ***Fund*** has established covenants and restrictions on the use of the ***Original Park Property***, to bind any future owners and users of the ***Original Park Property***, in form that was acceptable to both the ***City*** and the ***County***. These covenants and restrictions, recorded in Book of Record 3721 at Page 204 of the Henderson County Registry, (the "***Covenants***") established guidelines for new construction and ongoing maintenance of the ***Original Park Property***. The ***City*** annexed the ***Original Park Property***, and the ***Covenants*** bridged any difference between the industrial zoning district requirements of the ***County*** and the ***City***, and established the requirement and process for annexation into the ***City***.

Duration.

9. This ***Amended Agreement*** shall remain in effect until the sale of all of the ***Garrison Park Property*** to ***industrial clients*** qualifying for incentives under both the ***City's*** and ***County's*** Economic Development Assistance Guidelines (attached hereto and incorporated by reference as Exhibits B and C), at which point this ***Amended Agreement*** shall expire and terminate as to all provisions except those which, by their terms, survive such expiration and termination. As used herein, "***industrial client"*** shall be deemed to include a purchaser or lessee that will occupy a portion of the ***Property*** for the length of time required to qualify for incentives under the ***Economic Development Assistance Guidelines*** of both the ***City*** and the ***County***.

Financing of Purchase of the *Property*.

10. Because the ***Fund*** was originally required to purchase the ***Original Park Property*** in its entirety, and not in parts, the ***City*** and the ***County*** jointly loaned the ***Fund*** the ***Loan Amount***, for the purchase of the ***Property*** as a whole.

11. The ***"Loan Terms"*** are as follows:

A. The ***"Loan Amount***" shall equal the purchase price of the ***Original Park Property***, less any pre-payments made by the ***Fund***.[1] The ***City*** and the ***County*** shall each loan one-half (½) of the ***Loan Amount*** to the ***Fund*** for the purchase of the ***Original Park Property***. Neither the ***City*** nor the ***County*** will make the loan until such time as an ***industrial client*** qualifying for an economic development incentive of at least an 80% percent incentive payment under both the ***City*** and the ***County***'s Economic Development Assistance Guidelines (Exhibits B and C) has contracted with the ***Fund*** to purchase of all or a portion of the ***Original Park Property*** for development of an industrial site from the ***Fund***, and the due diligence period under the sales contract (including all extensions) with the industrial client has expired. This shall be referred to as the ***"Initial Sale."***

B. The purchase of the ***Original Park Property*** by the ***Fund***, and ***Initial Sale*** shall occur as two separate transactions, each being fully funded. The ***Net Proceeds*** (sale price less closing costs) received from the ***Initial Sale*** shall be paid to the ***City*** and ***County*** as consideration for the release of the acreage sold by the ***Fund*** as part of the ***Initial Sale*** from their jointly held first-lien Deed of Trust (ref Paragraph 11(C) below).

C. The ***Fund*** shall be required (1) to sign and deliver to the ***City*** a Promissory Note, payable to the ***City*** and the ***County*** jointly, for the ***Loan Amount***, and (2) to secure the Promissory Note with a first lien Deed of Trust on the ***Original Park Property***, also to be delivered to the ***City***[2], naming the ***City*** and the ***County*** as to a 50% interest each as beneficiaries. The Promissory Note shall bear interest at a fixed market rate of interest established each year by the *Wall Street Journal* prime rate of interest per annum on the anniversary of the closing on the purchase of the balance of the ***Original Park Property***. The Loan Amount shall be amortized over a twenty (20) year amortization schedule, and interest shall accrue with a balloon payment of all accrued principal and interest being due and payable one hundred twenty (120) months from the date of closing. The initial payment under the Promissory Note shall be the net proceeds from the ***Initial*** Sale as provided in Paragraph 11.B, however nowithstanding Paragraph 11.B, the ***Net Proceeds*** must at least equal the per acreage release fee provided in Paragraph 11.D, below, or else the ***City*** and the ***County*** shall not be obligated to release the acreage for the ***Initial Sale.*** The Promissory Note shall also provide that if the ***Initial Sale*** does not close, or if the ***Initial Sale*** does not close within thirty (30) days of the purchase of the ***Original Park Property*** by the ***Fund*** (including if the ***Initial Sale*** doesn't close as at all), either the ***City*** or the ***County***, or both, shall have the right to accelerate the entire balance due under the Promissory Note. The terms of the Promissory Note and Deed of Trust shall be consistent with the terms of this ***Amended Agreement***, and shall be in such form as is acceptable to both the ***City*** and the ***County***.

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[1] The ***Option*** requires monthly payments in the amount of $10,000 that count as pre-payments against the ***Fund's*** purchase price for the ***Property***. As used herein, "pre-payment" refers to the initial earnest money deposit paid by the ***Fund***, the monthly option payments, and any other payments made by the ***Fund*** that count against the ***Fund's*** purchase price for the ***Property***.

[2] The original promissory note and Deed of Trust will be held by the ***City*** for the benefit of both the ***City*** and the ***County.*** The promissory note and Deed of Trust will not be marked "paid," nor shall a satisfaction of the Deed of Trust be recorded in the Henderson County Registry, without the prior written consent of the ***County***.

D. None of the acreage will be released unless the ***Original Park Property*** is being sold to an industrial client that would qualify for the payment of incentives under both the ***City***'s and the ***County***'s Economic Development Assistance Guidelines (Exhibits B and C) and both the ***City*** and the ***County*** determine the probably average hourly wage to be paid to the employees of the industrial client. It is agreed that the release fee plus accrued interest is the fair market value of the release. After the ***Initial Sale***, and for each subsequent sale, the ***City*** and the ***County*** shall release the Deed of Trust on the acreage being sold in exchange for payment of the ***Net Proceeds*** of the sale, or $64,500.00 per acre, whichever is greater, plus the accrued interest attributable to the released acreage If not sooner paid, the total balance due under the Promissory Note will be due and payable with the release of the final acreage of the ***Original Park Property***.

E. After the ***Initial Sale*** the ***Fund*** will only sell the remaining acreage of the ***Garrison Park Property*** to an industrial client that qualifies for an 80% incentives payment as defined in both the ***City's*** and ***County's*** Economic Development Assistance Guidelines. In consideration of this promise, and the repayment of the Loan Amount prior to its maturity date, both the ***City*** and the ***County*** will waive any interest accruing on the portion of the ***Loan Amount*** remaining after the ***Initial Sale*** upon a finding after a duly advertised public hearing, that an ***industrial client*** that qualifies for an 80% incentives payment will stimulate the local economy, promote business and result in the creation of a substantial number of jobs in the ***County*** paying at or above the median average wage in the ***County***.

12. Since the closing of the purchase of the ***Original Park Property*** by the ***Fund***, title to the ***Original Park Property,*** less the acreage disposed of in the ***Initial Sale,*** has been in the ***Fund***, subject to the first lien Deed of Trust required by Paragraph 11 of this ***Amended Agreement***.

Operational Ownership of the *Original Park Property*.

13. The marketing by the ***Partnership*** and the negotiations for the sale of the ***Garrison Park Property*** by the ***Fund*** shall attempt to locate manufacturing industries compatible with the goals of the area and which qualify for incentives under the Economic Development Assistance Guidelines of the ***City*** and the ***County***, and shall subdivide the ***Garrison Park Property*** for the same.

14. The terms of any proposed sale by the ***Fund*** and the associated Release by both the ***City*** and the ***County***, will be presented, on a confidential basis pursuant to N.C. Gen. Stat. §143-318.11(a)(4), to both the ***City*** and the ***County***. Such proposed sale shall be to a concern which qualifies for incentives under the Economic Development Assistance Guidelines of both the ***City*** and ***County*** (Exhibits B and C).

15. Upon the ***Initial Sale***, and all sales following, the proceeds of such sale(s) shall be applied as follows:

A. If the ***Fund*** has not yet paid the balance owed on the ***Loan Amount,*** repayment to the ***City*** and the ***County*** of the ***Loan Amount***. If the net proceeds any given sale of a portion of the ***Original Park Property*** is for less than the total amount remaining owed to both the ***City*** and the ***County*** for repayment of the purchase price, then the ***City*** and the ***County*** shall each receive one-half (½) of such net proceeds; however release deeds will only be signed by the ***City*** and the ***County*** for the amount of acreage qualifying for release at the per acre price, plus interest (if not waived), pursuant to Paragraph 10 above.

B. Once the ***City*** and the ***County*** are repaid in full for the ***Loan Amount*** plus any accrued interest not waived, then any amounts received from the sale of any remaining portions of the ***Garrison Park Property*** shall belong to the ***Fund***, to be used by the ***Fund*** for its purposes.

16. Obligations of the parties:

A. The ***Fund*** shall:

(i) Take title to the ***Original Park Property***.

(ii) Encumber the ***Original Park Property*** with a first deed of trust benefitting the ***City*** and ***County*** equally.

(iii) Petition the ***City*** for annexation of the entire ***Original Park Property*** into the ***City*** by voluntary annexation prior to the transfer of title by the ***Fund*** of any portion of the ***Original Park Property***. The ***Fund*** shall contractually obligate all purchasers named on all sales contracts (and all persons or entities in whose name title will be held if different) and all transferees of any portion of the ***Original Park Property*** to consent to and sign the annexation petition, in addition to the ***Fund.*** The contract(s) of sale shall also preclude the withdrawal of the purchasers' consent to the annexation for a period of 180 days from the date of the contract. The annexation Petition shall be signed and submitted to the ***City*** as part of the closing on the ***Initial Sale***.

(iv) Cause the addition of the ***Additional Property*** to the ***Original Park Property*** by encumbering the entirety of the ***Garrison Park Property*** with the ***Covenants,*** after amending the ***Covenants*** as follows:

Prepare and record amended or supplemental declaration, allowing the ***Fund*** to annex the ***Additional Property*** (PIN 9587388841 and PIN 9587483861) into the ***City*** and Garrison Industrial Park and combine with PIN 9587387266.

a. Provide exemption to Article VII, Section 7.2

b. Update the property description to outline the new park boundaries

The ***Covenants*** (and all amendments thereto) shall be subject to the prior approval of both the ***City*** and the ***County***.) The ***Covenants***, and any amendments thereto, shall be recorded by the ***Fund.***

(iv) Market the ***Garrison Park Property*** through the ***Partnership*** for sale to the owner or operator of a qualified industrial or manufacturing facility under the both the ***City***'s and the ***County's*** Economic Development Assistance Guidelines, attached hereto as Exhibits B and C.

(v) Negotiate with such owners or operators to insure the future use of the ***Garrison Park Property*** for the purposes set out herein.

(vi) Repay the ***City*** and the ***County*** all amounts loaned to the ***Fund*** and all accrued interest not waived.

B. The ***County*** shall:

(i) Loan to the ***Fund*** one-half (½) of the ***Loan Amount***. Notwithstanding anything in this ***Amended Agreement*** to the contrary, if the ***Fund*** purchases less than the entire ***Original Park Property***, the ***County*** shall not be obligated to make any loan to the ***Fund***.

(ii) Release the subdivided lots in the ***Original Park Property*** upon payment to the ***County*** of the release fee provided in paragraph 11.D above. Should any proposed sale of one of such lots bring less than the total amount required to pay the release fee for the acreage included in the proposed sale, then the ***County*** shall not be obligated to release the acreage from the first lien Deed of Trust held for the benefit of the ***City*** and the ***County***.

(iii) Decisions of whether or not the ***County*** will provide additional incentives to any ***industrial client*** beyond those provided herein shall be at the sole and independent discretion of the ***County***.

C. The ***City*** shall:

(i) Loan to the ***Fund*** one-half (½) of the ***Loan Amount***. Notwithstanding anything in this ***Amended Agreement*** to the contrary, if the ***Fund*** purchases less than the entire ***Original Park Property***, the ***City*** shall not be obligated to make any loan to the ***Fund***.

(ii) Release the subdivided lots in the ***Original Park Property*** upon payment to the ***City*** of the release fee provided in paragraph 11.D above. Should any proposed sale of one of such lots bring less than the total amount required to pay the release fee for the acreage included in the proposed sale, then the ***City*** shall not be obligated to release the acreage from the first lien Deed of Trust held for the benefit of the ***City*** and the ***County***.

(iii) Decisions of whether or not the ***City*** will provide additional incentives to any ***industrial client*** beyond those provided herein shall be at the sole and independent discretion of the ***City***.

17. This ***Amended Agreement*** provides the entire agreement of the parties hereto, and all prior or contemporaneous discussions, written communications, emails, are superseded by the terms hereof. This ***Amended Agreement*** may only be amended by written instrument signed by all parties hereto.

18. This ***Amended Agreement*** may not be assigned by any party hereto without the express written consent of all other parties.

19. There shall be no intended nor incidental third-party beneficiaries to this ***Amended Agreement***.

20. The ***Fund*** shall require all purchasers of the ***Garrison Park Property*** to certify to all of the following as part of the purchase agreement:

A. That the purchaser will comply with, and require all contractors and subcontractors to comply with, the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, "Verification of Work Authorization," sometimes known as E-verify;

B. That the purchaser is not on the Iran Final Divestment List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.58, and will not contract with anyone on such List; and

C. That the purchaser is not on the Companies that Boycott Israel List created by the N.C. State Treasurer pursuant to N.C.G.S. § 147-86.80, and will not contract with anyone on such List in performance of the work hereunder.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Executed by the parties, as of the date shown above.

ECONOMIC INVESTMENT FUND
OF HENDERSON COUNTY, INC.

By:_____
JOHN GOULD, Chairman

COUNTY OF HENDERSON

By:_____
WILLIAM G. LAPSLEY, Chairman of the Henderson
County Board of Commissioners

Attest: (Official Seal)

_____
Clerk to the Board of Commissioners

CITY OF HENDERSONVILLE

By:_____
BARBARA VOLK, Mayor

Attest: (Official Seal)

_____
City Clerk

This ***Amended Agreement*** has been pre-audited in that manner required by the Local Government Fiscal Control Act.

_____ _____
Finance Director for the City of Hendersonville Finance Director for Henderson County

Prepared By and Return To: Angela S. Beeker, City Attorney, City Box

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (GARRISON INDUSTRIAL PARK)

This **First Amendment to the Declaration of Covenants, Conditions and Restrictions** ("Amendment") is made this ___day of _____, 2026 by **The Economic Investment Fund of Henderson County, Inc.**, a North Carolina non-profit corporation (hereinafter referred to as the "Declarant").

WITNESSETH:

WHEREAS, Declarant is the developer of certain real property located in Henderson County, North Carolina, originally consisting of 41.35 acres, more or less, which is more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Premises"); and

WHEREAS, in order to ensure that the Premises be developed as an industrial park for industrial and manufacturing uses to be known as Garrison Industrial Park (the "Park"), Declarant recorded covenants and restrictions to govern development within the Park, said covenants and restrictions being titled Declaration of Covenants, Conditions and Restrictions (Garrison Industrial Park) and recorded in Book of Record 3721 at Page 204 of the Henderson County Registry (the "Covenants"); and

WHEREAS, Section 6.1 of the Covenants grants to Declarant the authority to amend the Covenants for so long as Declarant owns acreage within the Park, Declarant currently owns Lots 1 and 4 of the Park, said lots shown on that plat recorded in Plat Book 2021 at Page 13013 of the Henderson County Registry, as well as open space within the Park, and Declarant wishes to amend the Covenants to allow the addition of land to the Park acreage, and subject the additional land to these Covenants;

NOW, THEREFORE, Declarant, for the use and benefit of itself, its successors and

assigns, does hereby amend the Covenants as follows:

There shall be added a new Article XI to the Covenants, Article XI to read as follows:

ARTICLE XI
ADDITION OF PROPERTY TO THE PARK BY EXISTING OWNERS

Section 11.1. Purpose; amendment to addition rights. This Article amends and supplements the Covenants to expressly allow an existing owner of property already subject to the Covenants (an "Existing Owner") to add additional real property to the Park so that such added property becomes part of the premises and is subject to the Covenants, consistent with the Covenants's intent that additional properties may be added to the Park and, when added, are subject to the Covenants.

Section 11.2. Definitions.

(a) Added Property means any parcel, tract, or other interest in real property located in Henderson County, North Carolina, that is not then part of the Premises and that an Existing Owner proposes to submit to the Covenants pursuant to this Article.

(b) Adding Owner means the Existing Owner that owns the Added Property and elects to add the Added Property to the Park pursuant to this Article.

(c) Addition Instrument means a written instrument executed and acknowledged by the Adding Owner and recorded in the Office of the Register of Deeds of Henderson County, North Carolina, that adds the Added Property to the Park and subjects it to the Covenants as provided in this Article.

(d) Approving Authority means (i) the Declarant for so long as the Declarant owns any property in the Premises and retains amendment authority under the Covenants, and (ii) thereafter, the Association acting through its Board of Directors (and, if required by the Covenants, the members) in accordance with the Covenants' amendment procedures.

Section 11.3. Grant of right to add property; conditions precedent. Subject to strict compliance with this Article, any Existing Owner may add Added Property to the Park by causing an Addition Instrument to be recorded; provided that, as conditions precedent to effectiveness:

(a) The Adding Owner must be the fee simple owner of the Added Property (or, if less than fee simple, must hold an interest sufficient to impose covenants running with the land under North Carolina law);

(b) The Added Property must be described by metes and bounds or other legally sufficient description suitable for recording;

(c) The Approving Authority must have approved the addition in writing prior to recordation, which approval may be conditioned reasonably to ensure orderly, harmonious, and beneficial development and use consistent with the Covenants; and

(d) The addition must not be structured or used to evade or impair any restriction in the Covenants, including the restriction on splitting or subdividing ownership or beneficial use without required consent.

Section 11.4. Approval standard; no unreasonable withholding; consistency with Park controls. The Approving Authority shall review a proposed addition under this Article in a commercially reasonable manner and shall not unreasonably withhold approval; however, the Approving Authority may deny approval if the proposed addition would reasonably be expected to (i) conflict with the Covenants or Applicable Laws, (ii) impair the efficient, harmonious, and beneficial development, use, and maintenance of the Park, or (iii) create nonconforming or incompatible development patterns relative to the Park's architectural and planning controls. ,

Section 11.5. Required contents of Addition Instrument. Each Addition Instrument must, at a minimum:

(a) Identify the Covenants by title and recording information and state that the Added Property is hereby added to and made part of the Premises and the Park;

(b) Attach as an exhibit the legal description of the Added Property and, if available, a survey or plat reference;

(c) State that, from and after the effective date of the Addition Instrument, the Added Property is held, improved, developed, transferred, dedicated, leased, subleased, occupied, sold, and conveyed subject to all covenants, conditions, restrictions, reservations, easements, enforcement rights, and remedies set forth in the Covenants, as amended from time to time, which shall run with the land and bind the Added Property and inure to the benefit of all parties entitled to enforce the Covenants;

(d) State that the Adding Owner, by adding the Added Property, becomes (as to the Added Property) an "owner of a tract or parcel within the Premises" for all purposes of the Covenants, including membership and voting in the Association and assessment obligations, allocated based on acreage as provided in the Covenants; and

(e) Include such additional provisions as the Approving Authority reasonably requires to confirm administrative matters (including allocation of votes and assessments attributable to the Added Property) consistent with the Covenants; and

(f) Be signed by the Adding Owner and the Approving Authority.

Section 11.6. Effectiveness; scope; no waiver.

(a) Effective date. The addition of Added Property shall be effective upon recordation of the Addition Instrument.

(b) Full application of Covenants. Upon effectiveness, the Added Property shall be subject to the Covenants to the same extent as all other property within the Premises, including (without limitation) permitted use limitations, restrictions, architectural and planning control, enforcement and remedies, and amendment provisions. ,

(c) No waiver. Approval of an addition (or any plans associated with development of the Added Property) shall not be deemed a waiver of the Approving Authority's right to enforce the Covenants as to any other tract or parcel, and approval shall be final only as to the specific Added Property and the specific approval granted.

Section 11.7. Development submissions for Added Property**.** Prior to commencing any construction or improvement on the Added Property after it is added to the Park, the Adding Owner shall comply with the Covenants' plan submission, review, and approval process applicable to construction and improvements within the Premises, including pre-planning meeting, conceptual plan, and final plans and construction documents, and shall reimburse applicable review costs as required.

Section 11.8. Enforcement. From and after the effective date of the Addition Instrument, the Added Property shall be subject to enforcement and remedies to the same extent as other property within the Premises, and the parties with standing under the Covenants shall have standing to enforce the Covenants as to the Added Property.

Section 11.9. Interpretation; conflict. This Article shall be interpreted to expand the class of parties permitted to add property to the Park to include Existing Owners, while preserving the requirement that any property added to the Park must be subject to the Covenants; in the event of a conflict between this Article and the Covenants, this Article shall control solely with respect to the process and authorization for additions by Existing Owners, and all other provisions of the Covenants shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officer or representative of Declarant has executed this Declaration of Covenants, Conditions and Restrictions effective on the ____day of February, 2021.

[Signatures appear on the following page]

The Economic Investment Fund of Henderson County, Inc., a North Carolina non-profit corporation

By: _____(SEAL)
Name: _____
Title: _____

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public of the State and County aforesaid do hereby certify that **_____,** the _____ of The Economic Investment Fund of Henderson County, Inc., a North Carolina non-profit corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for and on behalf of said corporation.

WITNESS my hand and official stamp or seal this _____day of _____, 2026.

_____
Notary Public

My Commission Expires: _____

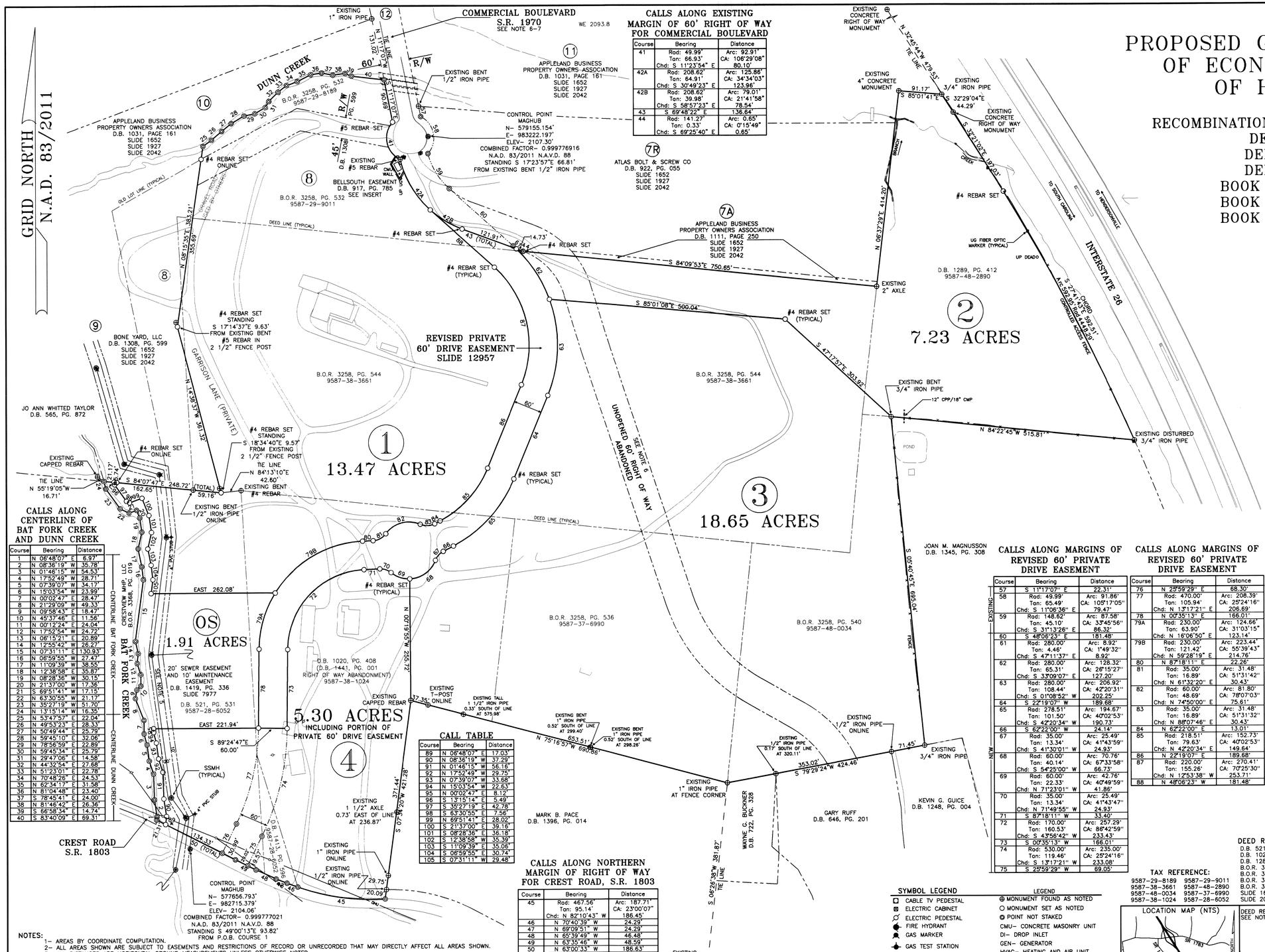
EXHIBIT A

Being all of that certain property described as Tract 1 containing 13.47 acres, Tract 3 containing 18.65 acres, Tract 4 containing 5.30 acres, the open space area designated as "OS" containing 1.91 acres, and the Revised Private 60' Drive Easement and cul de sacs associated therewith extending from Commercial Boulevard (SR 1970) to Crest Road (SR 1803), all as shown on a survey captioned "*Plat of Survey for Proposed Garrison Industrial Park of Economic Investment Fund of Henderson County*" recorded in Plat Book 2021, Slide 13013, in the Office of the Register of Deeds of Henderson County, North Carolina, reference to which is made and incorporated herein for a more particular description of said property.

SLIDE 13013

PLAT OF SURVEY
FOR
PROPOSED GARRISON INDUSTRIAL PARK OF ECONOMIC INVESTMENT FUND OF HENDERSON COUNTY

RECOMBINATION OF THE PROPERTIES DESCRIBED IN
DEED BOOK 521, PAGE 531
DEED BOOK 1020, PAGE 408
DEED BOOK 1289, PAGE 412
BOOK OF RECORD 3258, PAGE 532
BOOK OF RECORD 3258, PAGE 536
BOOK OF RECORD 3258, PAGE 540
BLUE RIDGE TOWNSHIP
HENDERSON COUNTY
NORTH CAROLINA
SCALE: 1" = 100'
JANUARY 19th, 2021


GRID NORTH
N.A.D. 83/2011
COMMERCIAL BOULEVARD
S.R. 1970
SEE NOTE 6-7
WE 2093.8
DUNN CREEK
EXISTING 1" IRON PIPE
EXISTING BENT 1/2" IRON PIPE
APPLELAND BUSINESS PROPERTY OWNERS ASSOCIATION D.B. 1031, PAGE 161 SLIDE 1652 SLIDE 1927 SLIDE 2042
CONTROL POINT MAGHUB N- 579155.154' E- 983222.197' ELEV- 2107.30' COMBINED FACTOR- 0.999776916 N.A.D. 83/2011 N.A.V.D. 88 STANDING S 17°23'57"E 66.81' FROM EXISTING BENT 1/2" IRON PIPE
ATLAS BOLT & SCREW CO D.B. 922, PG. 055 SLIDE 1652 SLIDE 1927 SLIDE 2042
#5 REBAR SET
EXISTING #5 REBAR
BELLSOUTH EASEMENT D.B. 917, PG. 785 SEE INSERT
B.O.R. 3258, PG. 532 9587-29-9011
#4 REBAR SET ONLINE
#4 REBAR SET
#4 REBAR SET (TYPICAL)
APPLELAND BUSINESS PROPERTY OWNERS ASSOCIATION D.B. 1111, PAGE 250 SLIDE 1652 SLIDE 1927 SLIDE 2042
EXISTING CONCRETE RIGHT OF WAY MONUMENT
EXISTING 4" CONCRETE MONUMENT
EXISTING 3/4" IRON PIPE
EXISTING 2" AXLE
D.B. 1289, PG. 412 9587-48-2890
UG FIBER OPTIC MARKER (TYPICAL)
UP DEADO
INTERSTATE 26
TO SOUTH CAROLINA
TO ASHEVILLE
BRANCH
CREEK
REVISED PRIVATE 60' DRIVE EASEMENT SLIDE 12957
UNOPENED 60' RIGHT OF WAY ABANDONED SEE NOTE 6
B.O.R. 3258, PG. 544 9587-38-3661
B.O.R. 3258, PG. 536 9587-37-6990
B.O.R. 3258, PG. 540 9587-48-0034
1 13.47 ACRES
2 7.23 ACRES
3 18.65 ACRES
4 5.30 ACRES INCLUDING PORTION OF PRIVATE 60' DRIVE EASEMENT
OS 1.91 ACRES
BONE YARD, LLC D.B. 1308, PG. 599 SLIDE 1652 SLIDE 1927 SLIDE 2042
JO ANN WHITTED TAYLOR D.B. 565, PG. 872
BAT FORK CREEK MHP, LLC D.B. 1308, PG. 599
JOAN M. MAGNUSSON D.B. 1345, PG. 308
MARK B. PACE D.B. 1396, PG. 014
GARY RUFF D.B. 646, PG. 201
KEVIN G. GUICE D.B. 1248, PG. 004
WAYNE G. BUCKNER D.B. 722, PG. 328
GARRISON LANE (PRIVATE)
CREST ROAD S.R. 1803
20' SEWER EASEMENT AND 10' MAINTENANCE EASEMENT D.B. 1419, PG. 336 SLIDE 7977
D.B. 521, PG. 531 9587-28-6052
D.B. 1020, PG. 408 (D.B. 1441, PG. 001 RIGHT OF WAY ABANDONMENT) 9587-38-1024
EXISTING CAPPED REBAR ONLINE
EXISTING BENT 1/2" IRON PIPE ONLINE
EXISTING BENT 3/4" IRON PIPE
EXISTING DISTURBED 3/4" IRON PIPE
EXISTING 1/2" IRON PIPE ONLINE
EXISTING 1" IRON PIPE AT FENCE CORNER
EXISTING 1" IRON PIPE
EXISTING 1 1/2" AXLE 0.73' EAST OF LINE AT 236.87'
EXISTING 1-POST ONLINE
EXISTING TALL 1/2" IRON PIPE 0.33' SOUTH OF LINE AT 575.98'
EXISTING BENT 1" IRON PIPE 0.52' SOUTH OF LINE AT 299.40'
EXISTING BENT 1" IRON PIPE 0.52' SOUTH OF LINE AT 298.26'
EXISTING 1/2" IRON PIPE 0.17' SOUTH OF LINE AT 320.11'
CONTROL POINT MAGHUB N- 577656.793' E- 982715.379' ELEV- 2104.06' COMBINED FACTOR- 0.999777021 N.A.D. 83/2011 N.A.V.D. 88 STANDING S 49°00'13"E 93.82' FROM P.O.B. COURSE 1
#4 REBAR SET STANDING S 17°14'37"E 9.63' FROM EXISTING BENT #5 REBAR IN 2 1/2" FENCE POST
#4 REBAR SET STANDING S 18°34'40"E 9.57' FROM EXISTING 2 1/2" FENCE POST
#4 REBAR SET ONLINE
EXISTING CAPPED REBAR
EXISTING BENT #4 REBAR
#4 REBAR SET (TYPICAL)
SSMH (TYPICAL)
4" PVC STUB
12" CPP/18" CMP
POND
N 06°37'29"E 414.20'
S 84°09'53"E 750.65'
S 85°01'08"E 500.04'
S 47°17'57"E 303.92'
N 84°22'45"W 515.81'
N 32°45'44"W 479.53' TIE LINE
S 85°01'41"E 91.17'
S 32°29'04"E 44.29'
S 32°21'02"E 197.03'
N 08°15'35"E 385.21'
N 14°38'37"W 561.32'
N 55°19'05"W 16.71' TIE LINE
S 84°07'47"E 248.72' (TOTAL) 162.65'
59.16'
N 84°13'10"E 42.60'
EAST 262.08'
EAST 221.94'
S 89°24'47"E 60.00'
N 00°40'45"E 669.04'
S 00°26'38"W 381.87' TIE LINE
N 00°03'09"E 1307.22'
S 07°30'00"W 421.28'
371.44'
N 75°16'57"W 690.66'
S 79°29'24"W 424.46'
353.02'
71.45'
663.51'
14.73'
12.91' (TOTAL)
43
42A
42B
79B
79A
78
73
74
77
87
63
64
65
66
60'
45'
1308
599
1652
1927
2042
1419
7977
1441
1001
1024
6052
9011
3661
3660
2890
0034
6990
1308
599
1652
1927
2042
1111
250
1652
1927
2042
1345
308
1396
014
1248
004
646
201
722
328
1652
1927
2042
12957
565
872
1803
1308
599
1652
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2042
1652
1927
2042
1652
1927
2042

Resolution #__-____

RESOLUTION OF THE CITY OF HENDERSONVILLE CITY COUNCIL TO APPROVE AMENDMENTS TO THREE PARTY AGREEMENT, INTERLOCAL AGREEMENT AND RESTRICTIVE COVENANTS RELATED TO GARRISON INDUSTRIAL PARK

WHEREAS, the City of Hendersonville ("City"), Henderson County ("County"), and the Economic Investment Fund of Henderson County, Inc. ("EIF"), previously entered into a Three Party Agreement to provide for the development and sale of Garrison Industrial Park, originally a +/- 41.35 acre tract consisting of Lots 1,3,4,5, the open space and road beds as shown on that plat recorded in Plat Book 2021 at Plat Slide 13013 of the Henderson County Registry ("Park"); and

WHEREAS, the City and the County entered into an Interlocal Agreement dated November 18, 2020 for the development an sale of the Park for economic development purposes; and

WHEREAS, the Three Party Agreement and the Interlocal Agreement provided for a loan from the City and the County to the EIF to purchase the Park for development as an industrial park; and

WHEREAS, the Park is governed by restrictive covenants recorded in Book 3721 at Page 204 of the Henderson County Registry ("Restrictive Covenants"); and

WHEREAS, Project Wheel, otherwise known as Jabil, purchased an +/- 18.62 acre tract in the Park and developed an industrial facility and the EIF, City and County are desirous of continuing to work together to market the remaining portions of the Park for economic development purposes; and

WHEREAS, the EIF has requested certain amendments to the Three Party Agreement, the Interlocal Agreement and the Restrictive Covenants for the Park in order to be able to add property to the Park, and to waive interest charges for the remaining balance owed to the City and County under the loan for EIF's original purchase of the Park property;

WHEREAS, the public benefit to be derived from these proposed amendments is the addition of property to the Park for economic development purposes, and the requirement that the remaining acreage in the Park be sold to an industry reaching, at a minimum, the 80% threshold of the City and County's Economic Development Incentive Guidelines, which will stimulate the local economy, promote business prospects of the City, and result in the creation of a substantial number of jobs paying at or above the median average wage in the County; and

WHEREAS, the City is authorized to undertake economic development activities pursuant to N.C. Gen. Stat. § 158-7.1; and

WHEREAS, City Council is desirous of approving the amendments to the Interlocal Agreement, the Three Party Agreement, and the Restrictive Covenants after having held a duly advertised public hearing as required by N.C. Gen. Stat. § 158-7.1 and N.C. Gen. Stat. § Chapter 160A, Article 20;

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

1. The WHEREAS clauses are incorporated into this Resolution as findings of the City of Hendersonville City Council.

2. The Amended Interlocal Agreement, the Amended Three Party Agreement, and the First Amendments to Restrictive Covenants are approved as presented. The Mayor is authorized to sign both agreements.

3. The City Manager, City Attorney, and City Staff are authorized to take such other actions as may be necessary to carry out the terms and provisions of the Amended Interlocal Agreement and the Amended Three Party Agreement and the First Amendments to the Restrictive Covenants.

Adopted by the City Council of the City of Hendersonville, North Carolina on this _____ day of _____, 20____.

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

_____

Jill Murray, City Clerk

(City Seal)

Approved as to form:

_____

Angela S. Beeker, City Attorney

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Allison Justus **MEETING DATE:** July 2, 2026

AGENDA SECTION: New Business **DEPARTMENT:** Administration

TITLE OF ITEM, Language Access Plan – *Allison Justus, Communications Director*

SUGGESTED MOTION(S): I move that City Council adopt the Language Access Plan as presented.

SUMMARY:

Over the past six months, the City of Hendersonville participated in the *Language Access for Emergencies and Disasters* program through the Building Integrated Communities Program (BIC) at the Institute for the Study of the Americas at UNC-Chapel Hill. The City was selected for this free program, which brought together teams of local governments and non-profits across North Carolina to develop individualized plans.

In partnership with program leadership, UNC students, True Ridge, El Centro, Henderson County staff, and community stakeholders, a cross-departmental team of City staff members developed the City's first Language Access Plan (LAP). The LAP establishes recommendations to ensure all residents have meaningful access to City services and information in their preferred language.

BUDGET IMPACT: $0

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded.

N/A

PROJECT NUMBER: N/A **PETITION NUMBER:** N/A

ADDITIONAL PETITION NUMBER: N/A

PETITIONER NAME: N/A

ATTACHMENTS:

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Matthew Manley

MEETING DATE: July 2, 2026

AGENDA SECTION: Presentation

DEPARTMENT: Community Development

TITLE OF ITEM: Annexation Request - Georgia Ave (Lot 27) | 26-34-ANX – *Matthew Manley, AICP, Long-Range Planning Manager*

SUGGESTED MOTION(S):

I direct staff to grant the applicant the right to connect to the City of Hendersonville Utility System without requiring further processing of the petition for annexation.

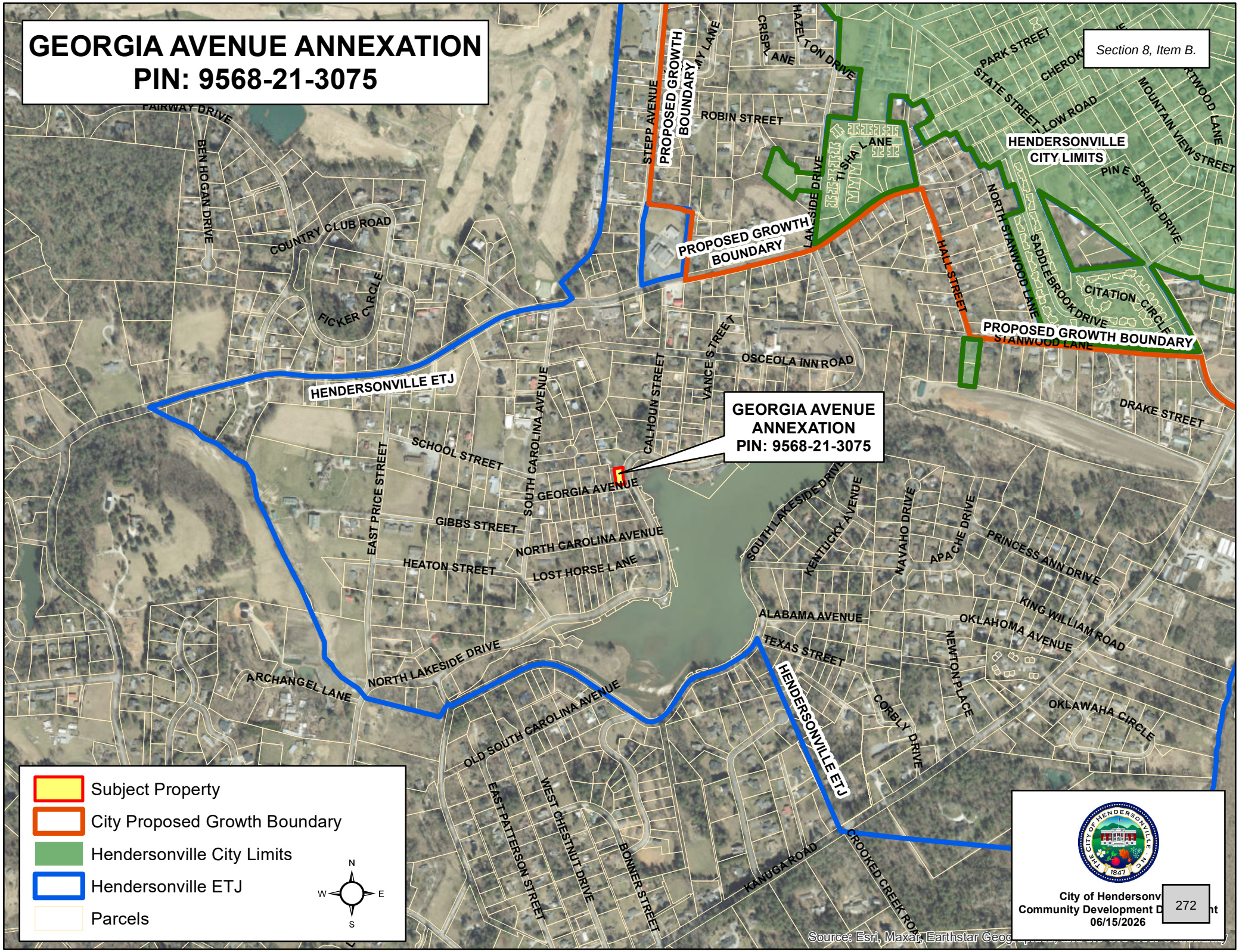
SUMMARY: *File # 26-34-ANX*

The City of Hendersonville has received a petition from Greg Grooms of Blue Pinnacle Homes for satellite annexation a 0.14 acre parcel (PIN: 9568-21-3075) located on Georgia Ave near Osceola Lake. The parcel is within the City's ETJ, but outside of the City's newly proposed Growth Boundary. The parcel is also part of a larger subdivision, the remainder of which is not included in the annexation request. As such, the parcel is ineligible (or insufficient) for satellite annexation per state statute 160A-58.1.

The petitioner seeks to connect to City Utilities, which are available in this location. It is the City's policy that a party must petition for annexation in order to be eligible to connect to the sewer utility. This requirement has been satisfied, and City Council may allow for connection to the City's Water & Sewer System without requiring annexation.

PROJECT/PETITIONER NUMBER:	• 26-34-ANX
PETITIONER NAME:	• Greg Grooms
ATTACHMENTS:	1. Annexation Request Map

GEORGIA AVENUE ANNEXATION
PIN: 9568-21-3075



City of Hendersonv
Community Development D nt
06/15/2026

CITY OF HENDERSONVILLE

AGENDA ITEM SUMMARY

SUBMITTER: Jennifer Floyd **MEETING DATE:** 07/02/2026

AGENDA SECTION: City Manager Report **DEPARTMENT:** Administration

TITLE OF ITEM: June 2026 Contingency and Adjustment Report – *John Connet, City Manager*

SUGGESTED MOTION(S):

N/A – Presentation Only.

SUMMARY:
In accordance with North Carolina General Statute (NCGS) 159-13(b) it is required that all expenditures resulting from a contingency appropriation budget be reported to the governing board at its next regular meeting and recorded in the minutes.

NCGS 159-15 permits the Budget Officer (City Manager), to transfer budget from one appropriation to another within the same fund, provided any such transfers are reported to the Governing Board. The City of Hendersonville refers to transfers of budget from one appropriation to another within the same fund as a "budget adjustment". City Council authorizes budget adjustments each year with the adoption of the annual budget ordinance (SECTION 4).

This agenda item serves to fulfill the reporting requirements of both NCGS 159-13(b) and 159-15 by providing City Council a summary of all amendments and adjustments occurring thus far in the fiscal year.

BUDGET IMPACT: Detailed Above

Is this expenditure approved in the current fiscal year budget? N/A

If no, describe how it will be funded. N/A

ATTACHMENTS:
Contingency and Adjustment Report

FISCAL YEAR 2025 - 2026 (FY26)
BUDGET AMENDMENTS AND ADJUSTMENTS

Completed	Corrected
Proposed	Denied

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	EXISTING BUDGET	INCREASE	DECREASE	REVISED BUDGET

DESCRIPTION	APPROVED	TYPE	AMENDMENT NUMBER